



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final-revised

Budget and Finance Committee

Chairperson David Mann
Vice Chair Chris Seelbach
Councilmember Steve Goodin
Councilmember Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Greg Landsman
Councilmember Betsy Sundermann
Councilmember Wendell Young

Monday, August 30, 2021

1:00 PM

Council Chambers, Room 300

ROLL CALL

HEARING

CPS/SORTA issues related to transportation for older CPS students

AGENDA

1. [202102508](#) MOTION, submitted by Councilmember Keating, Recently Cincinnati City Council passed a water rate increase to fund infrastructure improvements around the city. WE MOVE that the city administration provide a report detailing the following: Tracking the status of ongoing projects (i.e., is the project on track/keeping a timeline), The spending designated to each project, Which vendors are being contracted to complete these projects, Breakdown of contracted businesses by WBE, MBE, and locality, Any other relevant information relating to the projects. WE FURTHER MOVE that this report is produced and published quarterly to increase transparency and clarify to our residents who are funding these improvements made by Greater Cincinnati Water Works.

Sponsors: Keating

Attachments: [Motion](#)

2. [202100276](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 1/27/2021, AUTHORIZING the City Manager to execute a Grant of Encroachment Easements in favor of Ingalls Hotel, LLC, pursuant to which the City of Cincinnati will grant encroachment easements to permit a subsurface air intake system, two out-swinging doors, a cornice projection, and basement/subbasement space to encroach upon portions of the Vine Street East Fourth Street public rights-of-way in the Central Business District.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment](#)
[CPC # 2 04-02-21](#)
[CPC #5 6-19-2020](#)
3. [202102504](#) REPORT, dated 8/4/2021, submitted by Paula Boggs Muething, City Manager, regarding Department of Finance Report for the Month Ended May 31, 2021.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Attachments](#)
4. [202102522](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 8/4/2021, AUTHORIZING the City Manager to apply for a grant in the amount of up to \$100,000 from the Ohio State Transportation Innovation Council for the purpose of constructing a precast raised crosswalk, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[WestCURC Letter of Support](#)
5. [202102524](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 8/4/2021, MODIFYING Title V, "Traffic," of the Cincinnati Municipal Code by AMENDING Section 515-9, "Impoundment and Immobilization," of Chapter 515, "Parking Infractions; Collection Procedures," to remove obsolete language.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)

6. [202102527](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 8/4/2021, AUTHORIZING the City Manager to accept and deposit a donation in an amount up to \$69,530.63 from the Cincinnati Parks Foundation into Parks Private Endowment Fund 430; and AUTHORIZING the transfer and appropriation of \$69,530.63 from the unappropriated surplus of Parks Private Endowment Fund 430 to existing capital improvement program project account no. 980x203x192009, "Tom Jones Commons," for the purpose of providing additional resources for the construction of the public recreation area, Tom Jones Commons, in Eden Park.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
7. [202102560](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 8/4/2021, AUTHORIZING the City Manager to execute two deeds in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Carthage and Bond Hill neighborhoods in connection with transportation improvement project HAM 75 - 7.85.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment I](#)
[Attachment II](#)
8. [202102562](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 8/4/2021, AUTHORIZING the City Manager to execute a Property Sale Agreement with Mark A. Rosenzweig and Shirley F. Rosenzweig for the sale of City-owned real property located at the southwest corner of the intersection of Frank Street and Artist Alley in the Pendleton neighborhood.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment I](#)

9. [202102564](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 8/4/2021, AUTHORIZING the City Manager to accept and appropriate a grant in the amount of \$25,000 from the Ohio Association of Community Health Centers' Community Oral Health Transformation Initiative by DentaQuest for the purpose of providing resources to improve the delivery of quality oral health care; and AUTHORIZING the Director of Finance to deposit the grant funds into Public Health Research Fund 350.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

10. [202102565](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 8/4/2021, AUTHORIZING the City Manager to accept and appropriate a donation of \$400,000 from the Cincinnati Park Board Commissioner's Fund for the purpose of purchasing horticultural supplies, and Krohn Conservatory gift shop inventory, and paying for maintenance contracts, salary reimbursements, and other vital costs associated with running City parks; and AUTHORIZING the Finance Director to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

11. [202102566](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 8/4/2021, AUTHORIZING the City Manager to apply for and accept a grant of up to \$148,000 from the United States Department of Transportation and the Federal Aviation Administration through the American Rescue Plan Act (ARPA) (Assistance Listing Number 20.106) for the purpose of offsetting costs related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19 at Lunken Airport; and authorizing the Finance Director to deposit the grant funds into the General Aviation Fund revenue account no. 104x8554.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

12. [202102469](#) MOTION, submitted by Councilmembers Kearney and Keating, WE MOVE that City Council allocate to Boys & Girls Clubs of Greater Cincinnati \$2,250,000 for the creation of a Boys and Girls Club in the community of Roll Hill from the Carryover Budget of fiscal year 2021, or from another source immediately identified by City Administration, including reserve funds. (STATEMENT ATTACHED).
- Sponsors:** Kearney and Keating
- Attachments:** [Motion](#)
[File Summary](#)
13. [202102269](#) REPORT, dated 6/23/2021, submitted by Paula Boggs Muething, City Manager, regarding Motion for spin bicycles and Red Bike program expansion. (See Doc. #202101653)
- Sponsors:** City Manager
- Attachments:** [Report- Red Bike and Spin Bicycles](#)
14. [202102638](#) MOTION, dated 08/25/2021, submitted by Councilmember Mann, WE move that the City Administration report back to Council on a quarterly basis about how the ARPA funding is being spent. (STATEMENT ATTACHED)
- Sponsors:** Mann
- Attachments:** [Motion](#)

ADJOURNMENT



Liz Keating
Councilmember

MOTION

Recently Cincinnati City Council passed a water rate increase to fund infrastructure improvements around the city. WE MOVE that the city administration provide a report detailing the following:

- Tracking the status of ongoing projects (i.e., is the project on track/ keeping a timeline)
- The spending designated to each project
- Which vendors are being contracted to complete these projects
- Breakdown of contracted businesses by WBE, MBE, and locality
- Any other relevant information relating to the projects

We FURTHER MOVE that this report is produced and published quarterly to increase transparency and clarity to our residents who are funding these improvements made by Greater Cincinnati Water Works.

A handwritten signature in black ink, appearing to be "Liz Keating", written over a horizontal line.

Councilmember Liz Keating

29 JUL 21 PM 2:07

CLERK OF COUNCIL

COMMITTEES

Member: Budget & Finance • Economic Growth & Zoning • Law & Public Safety

Date: January 27, 2021

To: Mayor and Members of City Council

202100276

From: Paula Boggs Muething, City Manager

Subject: ORDINANCE – ENCROACHMENT EASEMENTS IN FAVOR OF INGALLS HOTEL AT VINE STREET AND EAST FOURTH STREET

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Grant of Encroachment Easements* in favor of Ingalls Hotel, LLC, pursuant to which the City of Cincinnati will grant encroachment easements to permit a subsurface air intake system, two out-swinging doors, a cornice projection, and basement/subbasement space to encroach upon portions of the Vine Street East Fourth Street public rights-of-way in the Central Business District.

Ingalls Hotel, LLC (“Grantee”) owns the building at 6 East Fourth Street in the Central Business District. They are requesting easements from the City to permit a subsurface air intake system, two out-swinging doors, an existing cornice projection, and existing basement/subbasement space to encroach upon portions of Vine Street and East Fourth Street.

Granting the easements to Grantee is not adverse to the City’s retained interest in the public right-of-way and will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities.

The fair market value of the easements is approximately \$24,860, which Grantee has deposited with the City Treasurer.

The City Planning Commission approved the easements at its meeting on June 19, 2020.

The Administration recommends passage of the attached ordinance.

Attachment I – Grant of Encroachment Easement

cc: John S. Brazina, Director, Transportation and Engineering John B.

City of Cincinnati

CHM



An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to execute a *Grant of Encroachment Easements* in favor of Ingalls Hotel, LLC, pursuant to which the City of Cincinnati will grant encroachment easements to permit a subsurface air intake system, two out-swinging doors, a cornice projection, and basement/subbasement space to encroach upon portions of the Vine Street and East Fourth Street public rights-of-way in the Central Business District.

WHEREAS, Ingalls Hotel, LLC (“Grantee”) owns the building located at 6 East Fourth Street in the Central Business District; and

WHEREAS, the City of Cincinnati owns the adjoining Vine Street and East Fourth Street public rights-of-way, which are under the management of the City’s Department of Transportation and Engineering (“DOTE”); and

WHEREAS, Grantee has requested encroachment easements from the City, as more particularly depicted and described in the *Grant of Encroachment Easements* attached to this ordinance as Attachment A and incorporated herein by reference, to permit a subsurface air intake system, two out-swinging doors, an existing cornice projection, and existing basement/subbasement space to encroach upon portions of the Vine Street and East Fourth Street public rights-of-way; and

WHEREAS, the City Manager, in consultation with DOTE, has determined (i) that granting the easements to Grantee is not adverse to the City’s retained interest in the public right-of-way, and (ii) that granting the easements will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the encumbrance of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the City’s Real Estate Services Division has determined by appraisal that the fair market value of the easements is approximately \$24,860, which Grantee has deposited with the City Treasurer; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on June 19, 2020; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to execute a *Grant of Encroachment Easements* in favor of Ingalls Hotel, LLC (“Grantee”), owner of the building located at 6 East Fourth Street in the Central Business District, in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati will grant to Grantee five encroachment easements over, across, and under portions of the Vine Street and East Fourth Street public rights-of-way to permit a subsurface air intake system, two out-swinging doors, an existing cornice projection, and existing basement/subbasement space to encroach upon the Vine and East Fourth Street public rights-of-way.

Section 2. That granting the easements to Grantee (i) is not adverse to the City’s retained interest in the Vine Street and East Fourth Street public rights-of-way, and (ii) will not have an adverse effect on the usability or accessibility of any existing Vine Street or East Fourth Street public right-of-way facilities.

Section 3. That it is in the best interest of the City to grant the easements without competitive bidding because, as a practical matter, no one other than Grantee would have any use for the easements.

Section 4. That the fair market value of the easements, as determined by appraisal by the City’s Real Estate Services Division, is approximately \$24,860, which Grantee has deposited with the City Treasurer.

Section 5. That the proceeds from the grant of easements shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City’s Real Estate Services Division in connection with the easements, and that the City’s Finance Director is hereby

authorized to deposit amounts in excess thereof, if any, into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the *Grant of Encroachment Easements*, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents.

Section 8. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF ENCROACHMENT EASEMENTS

(building basement encroachment, subsurface air intake encroachment, door swing encroachments, and aerial encroachment upon Fourth and Vine Streets at 6 East Fourth Street)

This Grant of Encroachment Easements is made this ____ day of _____, 2021 by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **INGALLS HOTEL, LLC**, a North Carolina limited liability company, the tax-mailing address of which is 5113 Piper Station Drive, Suite 300, Charlotte, NC 28277 ("**Grantee**").

Recitals:

A. By virtue of a Deed recorded in Official Record 13699, Page 2486 Hamilton County, Ohio Recorder's Office, Grantee owns the real property located at 6 East Fourth Street, Cincinnati, Ohio, generally located at the northeast corner of the intersection of East Fourth and Vine Streets in the Central Business District of Cincinnati, as more particularly described on Exhibit A – (*Legal Description – Benefitted Property*) hereto (the "**Benefitted Property**").

B. The City owns the adjoining East Fourth Street and Vine Street public rights-of-way, which are under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

C. Grantee has requested five (5) encroachment easements from the City for improvements that encroach upon portions of the East Fourth Street and Vine Street rights-of-way (namely, a subsurface encroachment for an air intake system, two door swing encroachments, an aerial encroachment for a cornice projection, and a building encroachment for basement/subbasement space; collectively, the "**Improvements**" and each an "**Improvement**", as applicable).

D. The City Manager, in consultation with DOTE, has determined (i) that the easements will not have an adverse effect on the City's retained interest in the public right-of-way, and (ii) that granting the easements will not have an adverse effect on the usability of, or accessibility in, any existing public right-of-way facilities.

E. The City's Real Estate Services Division has determined that the fair market value of the easements, as determined by appraisal, is \$24,860, which has been deposited with the Real Estate Services Division.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on June 19, 2020.

G. Cincinnati City Council approved the easements by Ordinance No. ____-2021, passed on _____, 2021.

NOW THEREFORE, the parties do hereby agree as follows:

1. **Grant of Encroachment Easements.** The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, the following five non-exclusive easements for the maintenance of the Improvements: (i) an encroachment easement for air intake facilities and appurtenances that encroach into the Vine Street public right-of-way, as depicted on Exhibit B (*Site Survey – Air Intake Easement*) and described on Exhibit C (*Legal Description – Air Intake Easement*) hereto (the “**Air Intake Easement**”); (ii) an encroachment easement for a door and its swing radius that encroaches into the Vine Street right-of-way, as depicted on Exhibit D (*Site Survey – Door Swing Easements*) and described on Exhibit E (*Legal Description – Door Swing Easements*) hereto (“**Door Swing Easement 1**”); (iii) an encroachment easement for a door and its swing radius that encroaches into the East Fourth Street right-of-way, as depicted on Exhibit D and described on Exhibit E hereto (“**Door Swing Easement 2**”); (iv) an aerial encroachment easement for a cornice projection that encroaches into the East Fourth Street and Vine Street rights-of-way, as depicted on Exhibit F (*Site Survey – Cornice Easement*) and described on Exhibit G (*Legal Description – Cornice Easement*) hereto (the “**Cornice Easement**”; and, (v) an encroachment easement for building subspace that encroaches into the East Fourth Street and Vine Street rights-of-way, as depicted on Exhibit H (*Site Survey – Subterranean Space Easement*) and described on Exhibit I (*Legal Description – Subterranean Space Easement*) hereto (the “**Subterranean Space Easement**”, and together with the Air Intake Easement, Door Swing Easement 1, Door Swing Easement 2, and the Cornice Easement, the “**Encroachment Easements**” and each an “**Encroachment Easement**”, as applicable). Grantee shall not make any modifications to the Improvements without the City’s prior written consent. Notwithstanding anything herein to the contrary, the Encroachment Easements shall automatically terminate upon (i) the complete demolition of the building; (ii) any permanent alteration of the building that entails the elimination of an Improvement within an easement area such that any Encroachment Easement would be rendered unnecessary; or (iii) upon written notice from the City if the City determines that it needs the easement areas or any portions thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act (“**ADA**”) regulations compliance or accessibility standards; (iv) or upon written notice from the City if the City determines that the Improvements are creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability of, or accessibility in, any public right-of-way facilities.

2. **Maintenance and Repairs.** Grantee, at no cost to the City, shall at all times maintain the Improvements in a continuous state of good and safe condition and repair. Grantee acknowledges that there may be existing easements, utility lines and related facilities in the vicinity of the easement areas (“**Third Party Utility Lines**”). In connection with Grantee’s activities within the easement areas, Grantee shall not interfere with the access of any relevant utility company to maintain and repair the Third Party Utilities Lines, and shall, at Grantee’s expense, promptly repair any and all damage to the Third Party Utility Lines caused by Grantee, its agents, employees or contractors. Any relocation of Third Party Utility Lines necessitated by Grantee’s activities shall be handled entirely at Grantee’s expense. All work undertaken by Grantee hereunder shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

3. **Insurance; Indemnification.** At all times during which Grantee is undertaking construction activities within the easement areas, and in addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee

shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the easement areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, maintenance, repair or other matters associated with the Improvements.

4. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and be binding upon Grantee and its successors-in-interest with respect to the Benefitted Property.

5. Coordinated Report Conditions (CR #42-2019). The following additional conditions shall apply:

(a) DOTE:

(i) Grantee is responsible for existing and future sidewalk/ right-of-way repairs and responsibilities in accordance with the Cincinnati Municipal Code.

(ii) The City's grant of the Encroachment Easements shall not limit in any way the City's access to existing traffic signal pole utilities, utility facilities, or foundations.

(iii) The air intake facilities and associated appurtenances located in the Air Intake Easement shall meet ADA and the City's Street Restoration Manual for cellar doors, designed for ASHTO H-20 truck load.

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

Exhibit A – Legal Description - Benefitted Property

Exhibit B – Site Survey – Air Intake Easement

Exhibit C – Legal Description – Air Intake Easement

Exhibit D – Site Survey – Door Swing Easements

Exhibit E – Legal Description – Door Swing Easements

Exhibit F – Site Survey – Cornice Easement

Exhibit G – Legal Description – Cornice Easement

Exhibit H – Site Survey – Subterranean Space Easement

Exhibit I – Legal Description – Subterranean Space Easement

Executed on the date of acknowledgement indicated below.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form by:

Assistant City Solicitor

Acknowledged and Accepted:

INGALLS HOTEL, LLC,
a North Carolina limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

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

EXHIBIT A

to Grant of Encroachment Easements

LEGAL DESCRIPTION - BENEFITTED PROPERTY

Property Address: 6 East Fourth Street, Cincinnati, Ohio 45202

Auditor's Parcel No.: 083-0001-0074-00

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, described as follows:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being part of In Lot 189 upon the original plan of the City of Cincinnati and further identified as being parts of Lots 3, 4 and 5 as laid out upon the Sheriff's Plat of Subdivision of the lands of George W. Jones recorded in Deed Book 101, Page 394, in the Offices of the Recorder, Hamilton County, Ohio and being more particularly described as follows:

**Beginning at a point at the Northeast corner of Fourth and Vine Streets and running
thence Northwardly with Vine Street 100 feet;
thence Eastwardly parallel with Fourth Street 50 feet, 6 - 7/8 inches;
thence Southwardly parallel with Vine Street 100 feet;
thence westwardly with Fourth Street 50 feet, 6 - 7/8 inches to the place of beginning.**

EXHIBIT B

to Grant of Encroachment Easements

Site Survey – Air Intake Easement

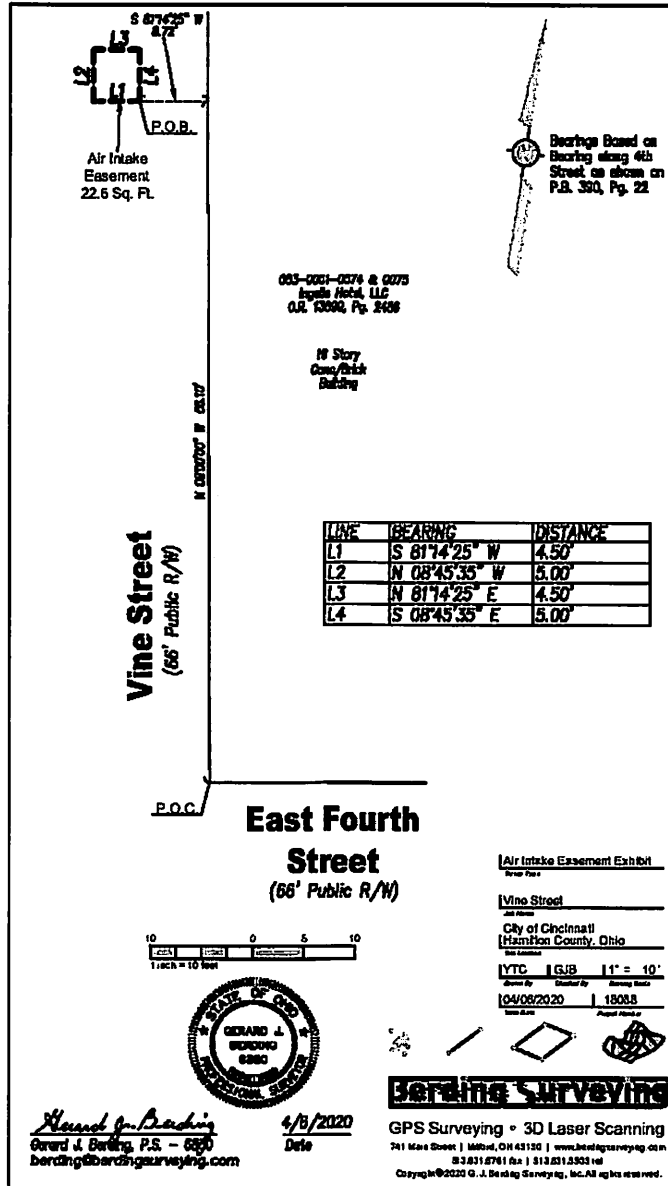
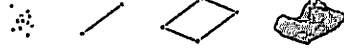


EXHIBIT C

to Grant of Encroachment Easements

Legal Description – Air Intake Easement

Berding Surveying



GPS Surveying • 3D Laser Scanning

**Air Intake Easement
Vine Street**

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the east line of said Vine Street, North 09°00'00" West, 66.10 feet; Thence leaving the east line of said Vine Street, South 81°14'25" West, 6.72 feet to the **POINT OF BEGINNING**;

Thence South 81°14'25" West, 4.50 feet;

Thence North 08°45'35" West, 5.00 feet;

Thence North 81°14'25" East, 4.50 feet;

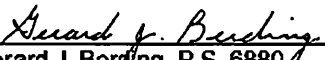
Thence South 08°45'35" East, 5.00 feet to the **POINT OF BEGINNING**.

CONTAINING 22.5 Square Feet.

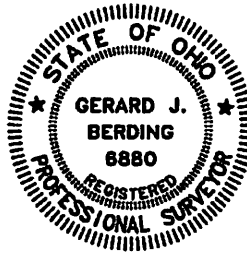
Being located in the public right of way of Vine Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.


Gerard J. Berding, P.S. 6880

04-06-2020
Date



G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT D

to Grant of Encroachment Easements

Site Survey – Door Swing Easements

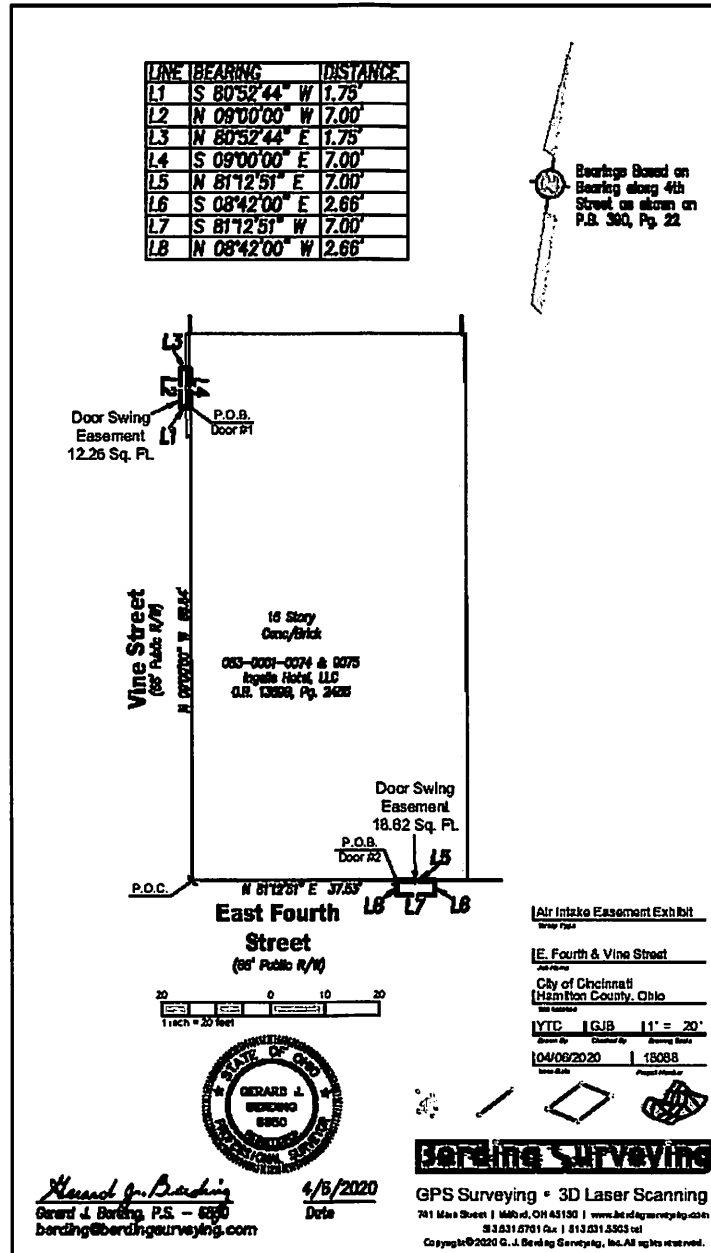
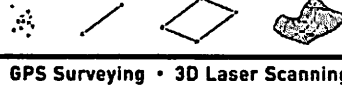


EXHIBIT E

to Grant of Encroachment Easements

Legal Description – Door Swing Easements

Berding Surveying



**Door #1
Swing Easement
Vine Street**

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the east line of said Vine Street, North 09°00'00" West, 86.64 feet to the **POINT OF BEGINNING**;

Thence leaving the east line of said Vine Street, South 80°52'44" West, 1.75 feet;

Thence North 09°00'00" West, 7.00 feet;

Thence North 80°52'44" East, 1.75 feet to the east line of said Vine Street;

Thence South 09°00'00" East, 7.00 feet to the **POINT OF BEGINNING**.

CONTAINING 12.25 Square Feet.

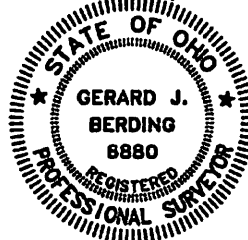
Being located in the public right of way of Vine Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.

Gerard J. Berding
Gerard J. Berding, P.S. 6880

04-06-2020
Date



G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 8565 tel • 513 831 6761 fax • www.berdingsurveying.com

**Door #2
Swing Easement
East Fourth Street**

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the north line of said East Fourth Street, North 81°12'51" East, 37.53 feet to the **POINT OF BEGINNING**;

Thence with the north line of said East Fourth Street, North 81°12'51" East, 7.00 feet;

Thence leaving the north line of said East Fourth Street, South 08°42'00" East, 2.66 feet;

Thence South 81°12'51" West, 7.00 feet;

Thence North 08°42'00" West, 2.66 feet to the **POINT OF BEGINNING**.

CONTAINING 18.62 Square Feet.

Being located in the public right of way of East Fourth Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.

Gerard J. Berding
Gerard J. Berding, P.S. 6880



04-06-2020
Date

G.J. Berding Surveying, Inc.
741 Main Street • Milford, OH 45150 • 513 831 8805 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT F

to Grant of Encroachment Easements

Site Survey – Cornice Easement

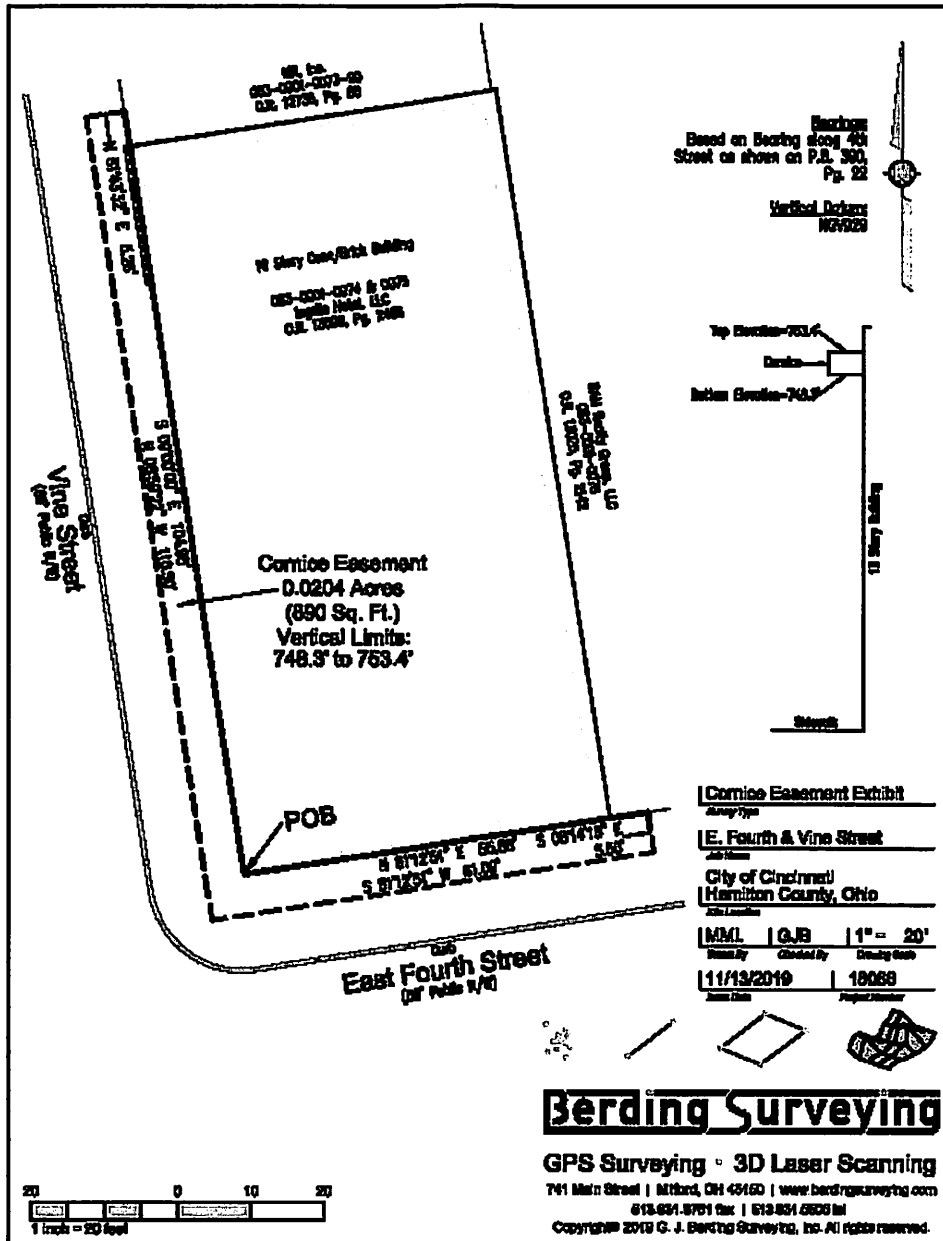
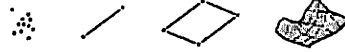


EXHIBIT G

to Grant of Encroachment Easements

Legal Description – Cornice Easement

Berding Surveying



GPS Surveying • 3D Laser Scanning

**Description for: SREE, Ingalls Hotel, 0.0204 Acre Cornice Easement
Location: E. Fourth & Vine Street**

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 55.88 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following four courses (4):

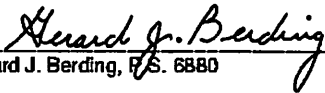
1. South 08°14'18" East, 5.50 feet;
2. South 81°12'51" West, 61.09 feet;
3. North 08°59'22" West, 110.50 feet;
4. North 81°43'32" East, 5.26 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South 09°00'00" East, 104.95 feet to the **POINT OF BEGINNING**.

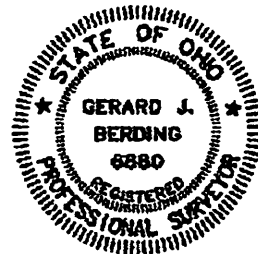
CONTAINING 0.0204 Acres and being a portion of the right-of-way of East Fourth Street and Vine Street between elevations of 748.3 feet and 753.4 feet.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.


Gerard J. Berding, P.S. 6880

11-13-19
Date



Printed on 11/13/2019 11:50 AM • P:\160001\6066 SREE Hotels - Fourth & Vine\Word Documents\16066 0.0204 Ac. Cornice Easement Legal Description.doc • By: Michele

G.J. Berding Surveying, Inc.

741 Main Street • Millford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT H

to Grant of Encroachment Easements

Site Survey – Subterranean Space Easement

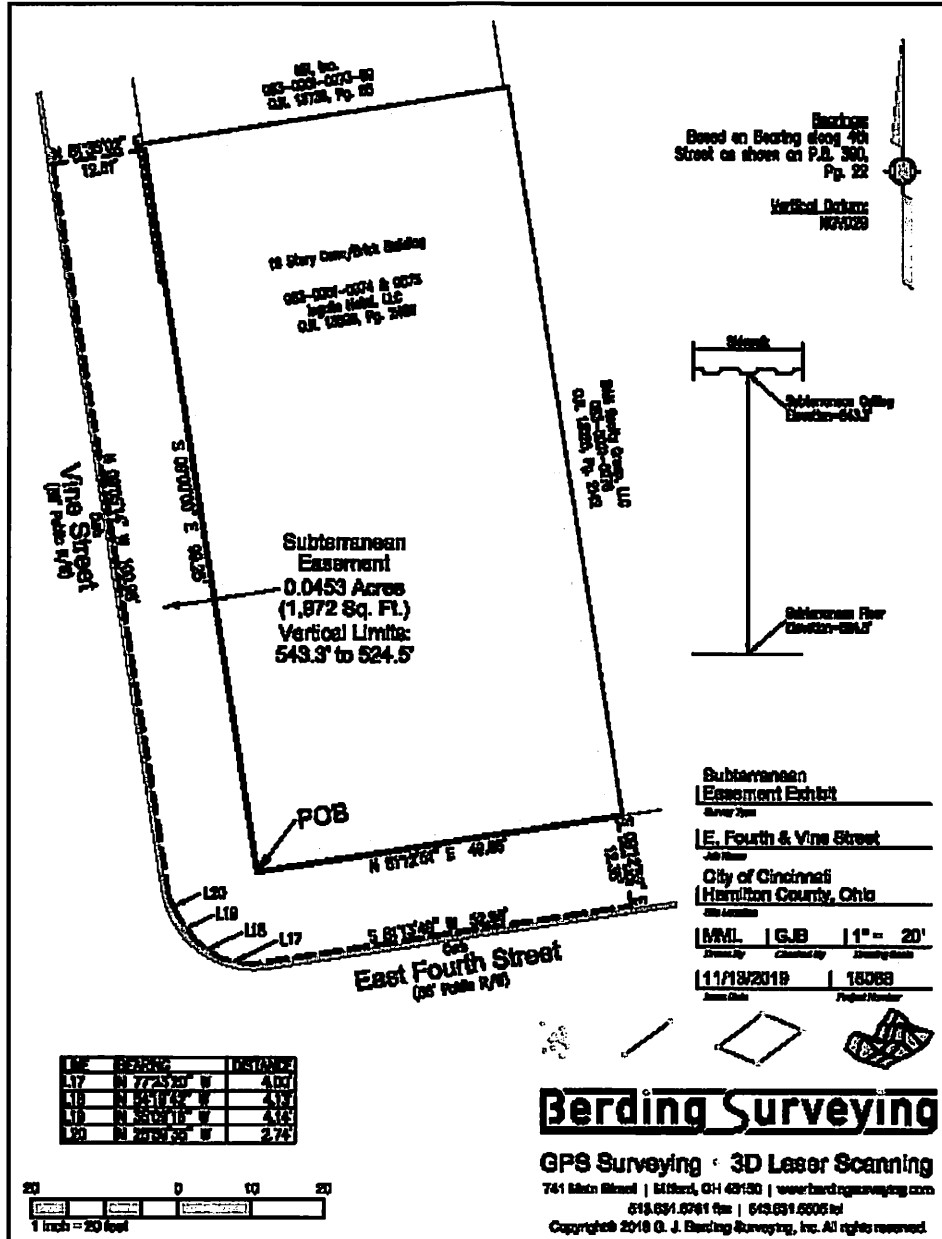
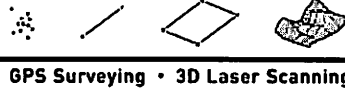


EXHIBIT I

to Grant of Encroachment Easements

Legal Description – Subterranean Space Easement

Berding Surveying



Description for: SREE, Ingalls Hotel, 0.0453 Acre Subterranean Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 49.86 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following eight (8) courses:

1. South 09°12'52" East, 12.35 feet;
2. South 81°13'49" West, 52.98 feet;
3. North 77°23'20" West, 4.00 feet;
4. North 54°19'42" West, 4.13 feet;
5. North 35°09'16" West, 4.14 feet;
6. North 25°59'35" West, 2.74 feet;
7. North 09°05'14" West, 100.98 feet;
8. North 81°35'02" East, 12.51 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South 09°00'00" East, 99.25 feet to the **POINT OF BEGINNING**.

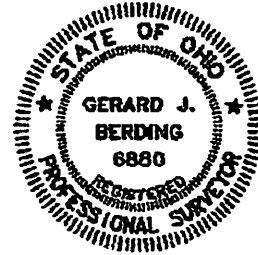
CONTAINING 0.0453 Acres. Encompasses the described physical space underneath Vine Street and East Fourth Street from an elevation of 543.3 feet to 524.5 feet. The intent of easement is to encompass the vertical space beneath the public sidewalk, extending from sidewalk to the lowest level of the building subterranean space below. Depth of easement is approximately 18.8 feet+/- . Refer to Easement Exhibit.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.

Gerard J. Berding
Gerard J. Berding, P.S. 6880

11-13-19
Date



Printed on 11/13/2019 11:51 AM • P:\16000\16066 SREE Hotels - Fourth & Vine\Word Documents\16066 0.0453 Ac. Subterranean Easement Legal Description.doc • By: Michele

G.J. Berding Surveying, Inc.

741 Main Street • Millford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF ENCROACHMENT EASEMENTS

(building basement encroachment, subsurface air intake encroachment, door swing encroachments, and aerial encroachment upon Fourth and Vine Streets at 6 East Fourth Street)

This Grant of Encroachment Easements is made this ____ day of _____, 2021 by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **INGALLS HOTEL, LLC**, a North Carolina limited liability company, the tax-mailing address of which is 5113 Piper Station Drive, Suite 300, Charlotte, NC 28277 ("**Grantee**").

Recitals:

A. By virtue of a Deed recorded in Official Record 13699, Page 2486 Hamilton County, Ohio Recorder's Office, Grantee owns the real property located at 6 East Fourth Street, Cincinnati, Ohio, generally located at the northeast corner of the intersection of East Fourth and Vine Streets in the Central Business District of Cincinnati, as more particularly described on Exhibit A – (Legal Description – Benefitted Property) hereto (the "**Benefitted Property**").

B. The City owns the adjoining East Fourth Street and Vine Street public rights-of-way, which are under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

C. Grantee has requested five (5) encroachment easements from the City for improvements that encroach upon portions of the East Fourth Street and Vine Street rights-of-way (namely, a subsurface encroachment for an air intake system, two door swing encroachments, an aerial encroachment for a cornice projection, and a building encroachment for basement/subbasement space; collectively, the "**Improvements**" and each an "**Improvement**", as applicable).

D. The City Manager, in consultation with DOTE, has determined (i) that the easements will not have an adverse effect on the City's retained interest in the public right-of-way, and (ii) that granting the easements will not have an adverse effect on the usability of, or accessibility in, any existing public right-of-way facilities.

E. The City's Real Estate Services Division has determined that the fair market value of the easements, as determined by appraisal, is \$24,860, which has been deposited with the Real Estate Services Division.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on June 19, 2020.

G. Cincinnati City Council approved the easements by Ordinance No. ____-2021, passed on _____, 2021.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Encroachment Easements. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, the following five non-exclusive easements for the maintenance of the Improvements: (i) an encroachment easement for air intake facilities and appurtenances that encroach into the Vine Street public right-of-way, as depicted on Exhibit B (Site Survey – Air Intake Easement) and described on Exhibit C (Legal Description – Air Intake Easement) hereto (the “**Air Intake Easement**”); (ii) an encroachment easement for a door and its swing radius that encroaches into the Vine Street right-of-way, as depicted on Exhibit D (Site Survey – Door Swing Easements) and described on Exhibit E (Legal Description – Door Swing Easements) hereto (“**Door Swing Easement 1**”); (iii) an encroachment easement for a door and its swing radius that encroaches into the East Fourth Street right-of-way, as depicted on Exhibit D and described on Exhibit E hereto (“**Door Swing Easement 2**”); (iv) an aerial encroachment easement for a cornice projection that encroaches into the East Fourth Street and Vine Street rights-of-way, as depicted on Exhibit F (Site Survey – Cornice Easement) and described on Exhibit G (Legal Description – Cornice Easement) hereto (the “**Cornice Easement**”; and, (v) an encroachment easement for building subspace that encroaches into the East Fourth Street and Vine Street rights-of-way, as depicted on Exhibit H (Site Survey – Subterranean Space Easement) and described on Exhibit I (Legal Description – Subterranean Space Easement) hereto (the “**Subterranean Space Easement**”, and together with the Air Intake Easement, Door Swing Easement 1, Door Swing Easement 2, and the Cornice Easement, the “**Encroachment Easements**” and each an “**Encroachment Easement**”, as applicable). Grantee shall not make any modifications to the Improvements without the City’s prior written consent. Notwithstanding anything herein to the contrary, the Encroachment Easements shall automatically terminate upon (i) the complete demolition of the building; (ii) any permanent alteration of the building that entails the elimination of an Improvement within an easement area such that any Encroachment Easement would be rendered unnecessary; or (iii) upon written notice from the City if the City determines that it needs the easement areas or any portions thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act (“**ADA**”) regulations compliance or accessibility standards; (iv) or upon written notice from the City if the City determines that the Improvements are creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability of, or accessibility in, any public right-of-way facilities.

2. Maintenance and Repairs. Grantee, at no cost to the City, shall at all times maintain the Improvements in a continuous state of good and safe condition and repair. Grantee acknowledges that there may be existing easements, utility lines and related facilities in the vicinity of the easement areas (“**Third Party Utility Lines**”). In connection with Grantee’s activities within the easement areas, Grantee shall not interfere with the access of any relevant utility company to maintain and repair the Third Party Utility Lines, and shall, at Grantee’s expense, promptly repair any and all damage to the Third Party Utility Lines caused by Grantee, its agents, employees or contractors. Any relocation of Third Party Utility Lines necessitated by Grantee’s activities shall be handled entirely at Grantee’s expense. All work undertaken by Grantee hereunder shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

3. Insurance; Indemnification. At all times during which Grantee is undertaking construction activities within the easement areas, and in addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee

shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the easement areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, maintenance, repair or other matters associated with the Improvements.

4. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and be binding upon Grantee and its successors-in-interest with respect to the Benefitted Property.

5. Coordinated Report Conditions (CR #42-2019). The following additional conditions shall apply:

(a) DOTE:

(i) Grantee is responsible for existing and future sidewalk/ right-of-way repairs and responsibilities in accordance with the Cincinnati Municipal Code.

(ii) The City's grant of the Encroachment Easements shall not limit in any way the City's access to existing traffic signal pole utilities, utility facilities, or foundations.

(iii) The air intake facilities and associated appurtenances located in the Air Intake Easement shall meet ADA and the City's Street Restoration Manual for cellar doors, designed for ASHTO H-20 truck load.

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

Exhibit A – *Legal Description - Benefitted Property*

Exhibit B – *Site Survey – Air Intake Easement*

Exhibit C – *Legal Description – Air Intake Easement*

Exhibit D – *Site Survey – Door Swing Easements*

Exhibit E – *Legal Description – Door Swing Easements*

Exhibit F – *Site Survey – Cornice Easement*

Exhibit G – *Legal Description – Cornice Easement*

Exhibit H – *Site Survey – Subterranean Space Easement*

Exhibit I – *Legal Description – Subterranean Space Easement*

Executed on the date of acknowledgement indicated below.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form by:

Assistant City Solicitor

Acknowledged and Accepted:

INGALLS HOTEL, LLC,
a North Carolina limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

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

EXHIBIT A

to Grant of Encroachment Easements

LEGAL DESCRIPTION - BENEFITTED PROPERTY

Property Address: 6 East Fourth Street, Cincinnati, Ohio 45202

Auditor's Parcel No.: 083-0001-0074-00

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, described as follows:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being part of In Lot 189 upon the original plan of the City of Cincinnati and further identified as being parts of Lots 3, 4 and 5 as laid out upon the Sheriff's Plat of Subdivision of the lands of George W. Jones recorded in Deed Book 101, Page 394, in the Offices of the Recorder, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point at the Northeast corner of Fourth and Vine Streets and running
thence Northwardly with Vine Street 100 feet;
thence Eastwardly parallel with Fourth Street 50 feet, 6 - 7/8 inches;
thence Southwardly parallel with Vine Street 100 feet;
thence westwardly with Fourth Street 50 feet, 6 - 7/8 inches to the place of beginning.

EXHIBIT B

to Grant of Encroachment Easements

Site Survey – Air Intake Easement

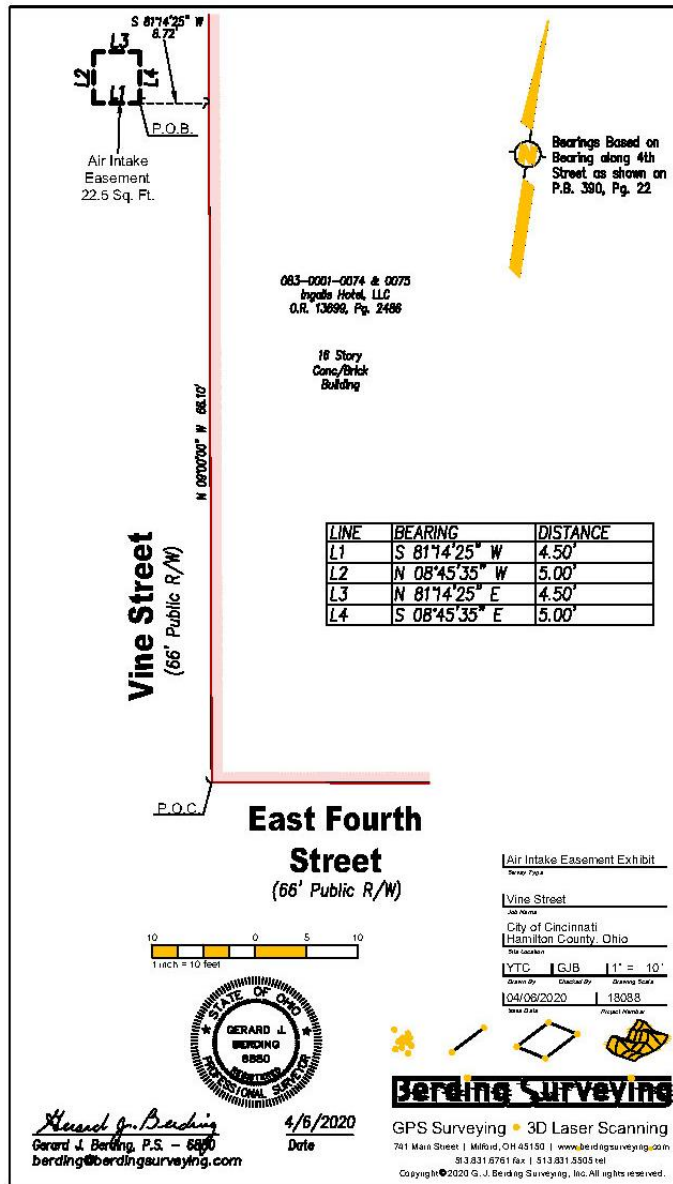
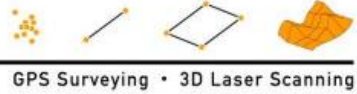


EXHIBIT C

to Grant of Encroachment Easements

Legal Description – Air Intake Easement

Berding Surveying



**Air Intake Easement
Vine Street**

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the east line of said Vine Street, North 09°00'00" West, 66.10 feet; Thence leaving the east line of said Vine Street, South 81°14'25" West, 6.72 feet to the **POINT OF BEGINNING**;

Thence South 81°14'25" West, 4.50 feet;

Thence North 08°45'35" West, 5.00 feet;

Thence North 81°14'25" East, 4.50 feet;

Thence South 08°45'35" East, 5.00 feet to the **POINT OF BEGINNING**.

CONTAINING 22.5 Square Feet.

Being located in the public right of way of Vine Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.


Gerard J. Berding, P.S. 6880

04-06-2020
Date



G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT D

to Grant of Encroachment Easements

Site Survey – Door Swing Easements

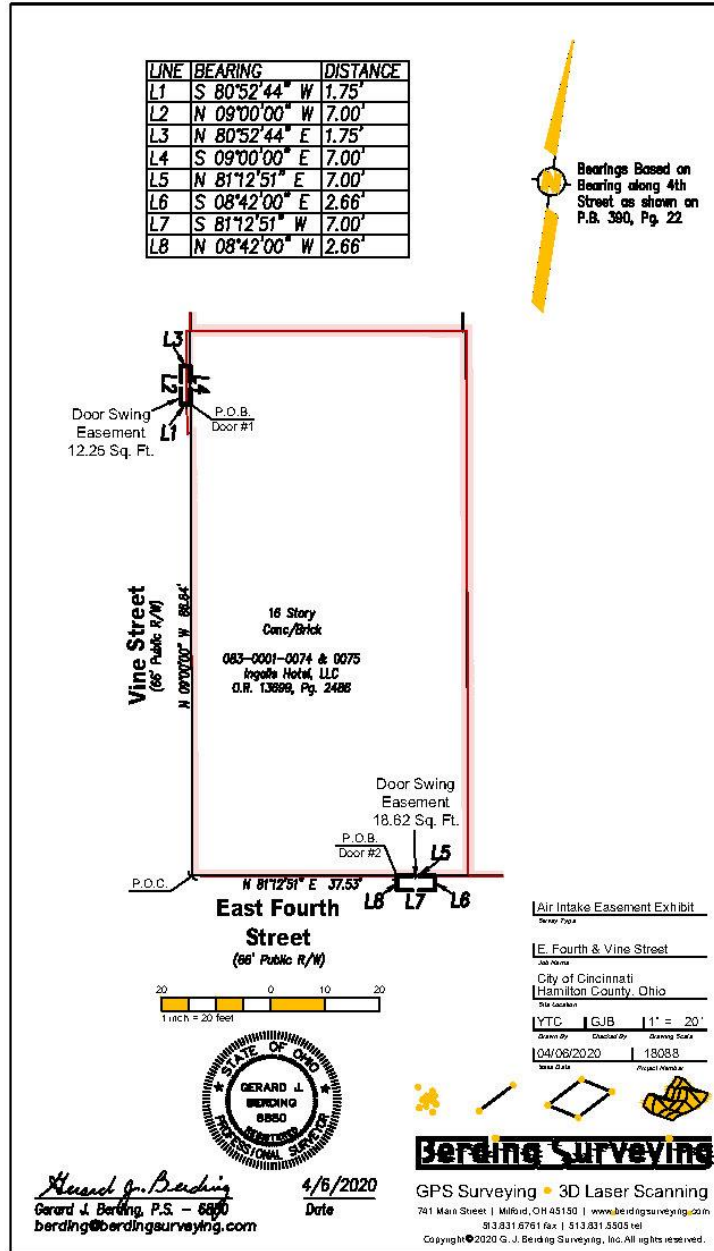


EXHIBIT E

to Grant of Encroachment Easements

Legal Description – Door Swing Easements



GPS Surveying • 3D Laser Scanning

**Door #1
Swing Easement
Vine Street**

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the east line of said Vine Street, North 09°00'00" West, 86.64 feet to the **POINT OF BEGINNING**;

Thence leaving the east line of said Vine Street, South 80°52'44" West, 1.75 feet;

Thence North 09°00'00" West, 7.00 feet;

Thence North 80°52'44" East, 1.75 feet to the east line of said Vine Street;

Thence South 09°00'00" East, 7.00 feet to the **POINT OF BEGINNING**.

CONTAINING 12.25 Square Feet.

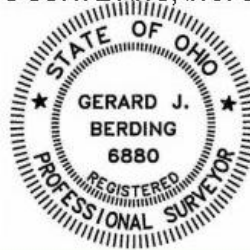
Being located in the public right of way of Vine Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.


Gerard J. Berding, P.S. 6880

04-06-2020
Date



G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com



**Door #2
Swing Easement
East Fourth Street**

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the north line of said East Fourth Street, North 81°12'51" East, 37.53 feet to the **POINT OF BEGINNING**;

Thence with the north line of said East Fourth Street, North 81°12'51" East, 7.00 feet;

Thence leaving the north line of said East Fourth Street, South 08°42'00" East, 2.66 feet;

Thence South 81°12'51" West, 7.00 feet;

Thence North 08°42'00" West, 2.66 feet to the **POINT OF BEGINNING**.

CONTAINING 18.62 Square Feet.

Being located in the public right of way of East Fourth Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.


Gerard J. Berding, P.S. 6880

04-06-2020
Date



G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT F

to Grant of Encroachment Easements

Site Survey – Cornice Easement

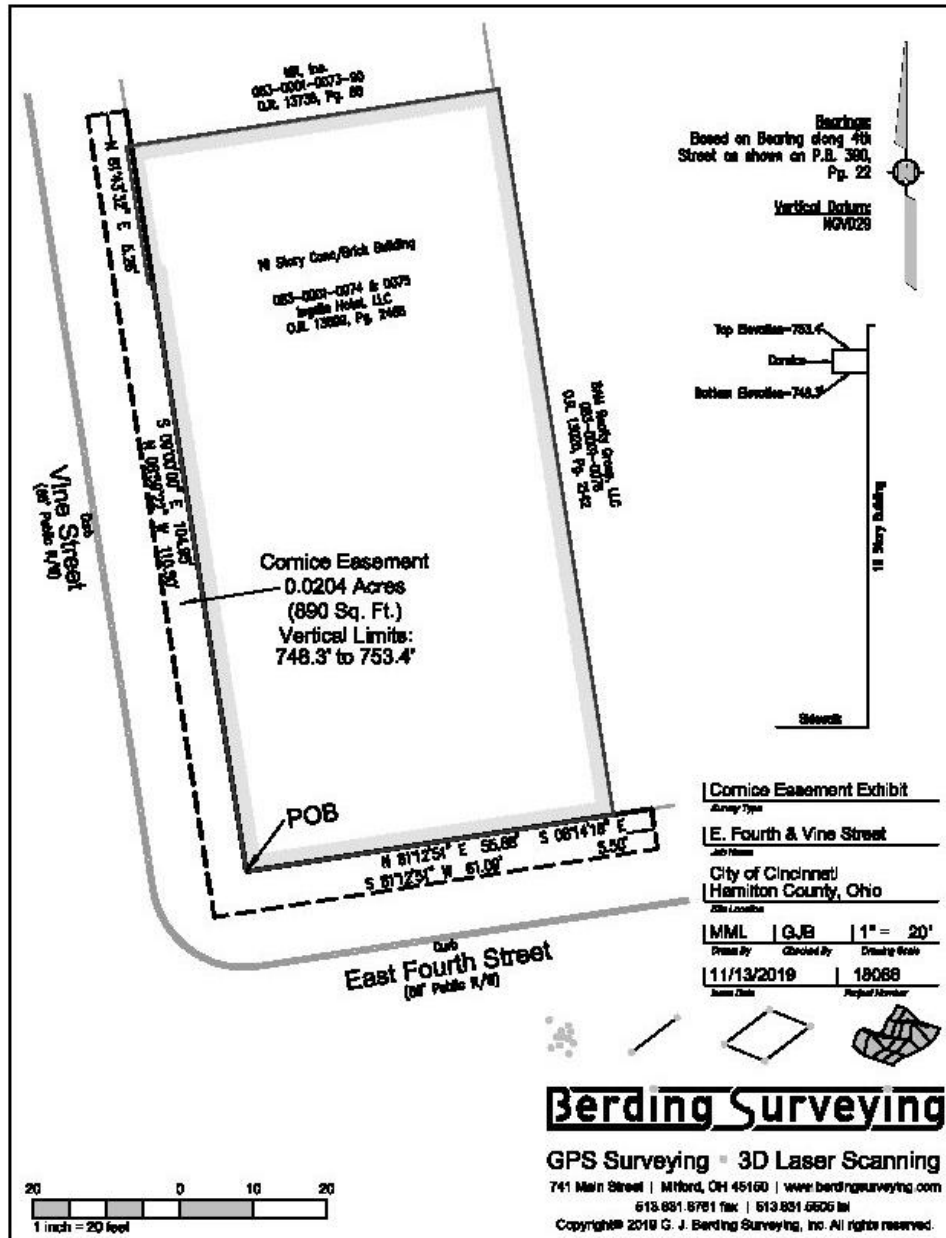


EXHIBIT G

to Grant of Encroachment Easements

Legal Description – Cornice Easement

Berding Surveying



GPS Surveying • 3D Laser Scanning

Description for: SREE, Ingalls Hotel, 0.0204 Acre Cornice Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 55.88 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following four courses (4):


1. South 08°14'18" East, 5.50 feet;
2. South 81°12'51" West, 61.09 feet;
3. North 08°59'22" West, 110.50 feet;
4. North 81°43'32" East, 5.26 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South 09°00'00" East, 104.95 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0204 Acres and being a portion of the right-of-way of East Fourth Street and Vine Street between elevations of 748.3 feet and 753.4 feet.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.


Gerard J. Berding, P.S. 6880

11-13-19
Date



Printed on 11/13/2019 11:50 AM • P:\18000\18088 SREE Hotels - Fourth & Vine\Word Documents\18088 0.0204 Ac. Cornice Easement Legal Description.doc • By: Michele

G.J. Berding Surveying, Inc.

741 Main Street • Millford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT H

to Grant of Encroachment Easements

Site Survey – Subterranean Space Easement

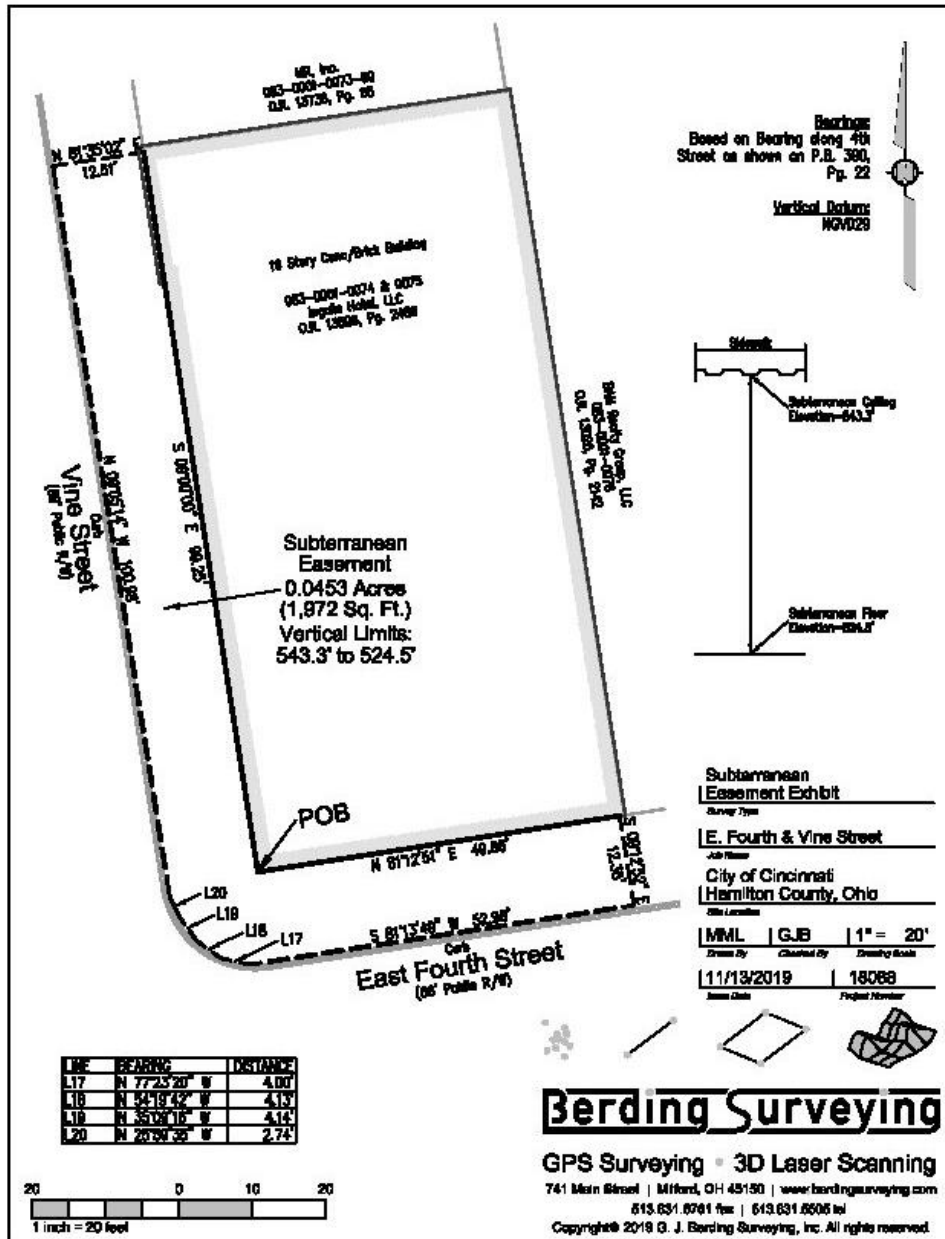
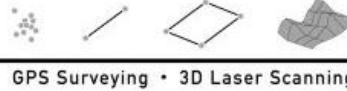


EXHIBIT I

to Grant of Encroachment Easements

Legal Description – Subterranean Space Easement



Description for: SREE, Ingalls Hotel, 0.0453 Acre Subterranean Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 49.86 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following eight (8) courses:

1. South 09°12'52" East, 12.35 feet;
2. South 81°13'49" West, 52.98 feet;
3. North 77°23'20" West, 4.00 feet;
4. North 54°19'42" West, 4.13 feet;
5. North 35°09'16" West, 4.14 feet;
6. North 25°59'35" West, 2.74 feet;
7. North 09°05'14" West, 100.98 feet;
8. North 81°35'02" East, 12.51 feet to a point in the aforesaid east line of Vine Street;

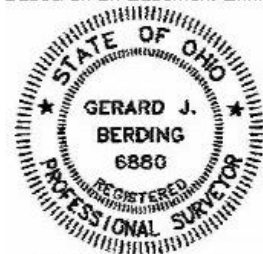
Thence along said east line of Vine Street, South 09°00'00" East, 99.25 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0453 Acres. Encompasses the described physical space underneath Vine Street and East Fourth Street from an elevation of 543.3 feet to 524.5 feet. The intent of easement is to encompass the vertical space beneath the public sidewalk, extending from sidewalk to the lowest level of the building subterranean space below. Depth of easement is approximately 18.8 feet+/- . Refer to Easement Exhibit.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.

Gerard J. Berding
Gerard J. Berding P.S. 6880



11-13-19
Date

Printed on 11/13/2019 11:51 AM • P:\18000\18088 SREE Hotels - Fourth & Vine\Word Documents\18088 0.0453 Ac. Subterranean Easement Legal Description.doc • By: Michele

G.J. Berding Surveying, Inc.

741 Main Street • Millford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

CPC ITEM # 2**April 2, 2021****Honorable City Planning Commission
Cincinnati, Ohio**

SUBJECT: A report and recommendation on proposed aerial and subterranean easements at 6 E. 4th Street in the Central Business District.

GENERAL INFORMATION:

Location: 6 E. 4th Street, Cincinnati, OH 45202
 Applicant: Ingalls Hotel, LLC
 Applicant's Address: 5113 Piper Station, Suite 300, Charlotte, NC 28277

ATTACHMENTS:

Provided in addition to this report are the following attachments:

- Exhibit A – Location Map
- Exhibit B – Legal Descriptions and Plats
- Exhibit C – Appraisal Photos

BACKGROUND AND ANALYSIS:

Ingalls Hotel, LLC is completing its conversion of the Ingalls Building at the corner of E. 4th Street and Vine Street, a historic structure on the National Register of Historic Places, into a hotel containing approximately 120 guestrooms. The City of Cincinnati is the owner of the right-of-way that fronts the property along both E. 4th Street and Vine Street, located in the Central Business District. The right-of-way is managed by the Department of Transportation and Engineering (DOTE).

The City Planning Commission reviewed and approved two door swing easements and an air intake easement for this property at their June 19, 2020 meeting. The applicant has since requested an aerial easement of approximately 890 square feet to accommodate the building's existing ornate cornice that extends approximately six feet from the face of the building along both E. 4th Street and Vine Street. Additionally, the applicant has requested a subterranean easement that is approximately 1,972 square feet to use a portion of the property's basement as laundry facilities in an area that is situated underneath the sidewalk right-of-way along both E. 4th Street and Vine Street. The combined easement area is approximately 2,862 square feet and the petitioner has already paid the appraised value of \$24,732.

The proposed easements were circulated to City departments and reviewing agencies through the Coordinated Report process. No departments objected to the proposal, however there were conditions noted by the Department of Transportation and Engineering, Greater Cincinnati Water Works, Duke Energy, and Cincinnati Bell, that will need to be met by the petitioner.

CONSISTENCY WITH PLAN CINCINNATI:

This proposed action is consistent with the Compete Initiative Area of *Plan Cincinnati* (2012) and will "Foster a climate conducive to growth, investment, stability, and opportunity" (p. 102), and specifically will "Target investment to geographic areas where there is already economic activity" (p. 115). Additionally, the proposed action is also consistent with the Sustain Initiative Area to "Preserve our built history" (p. 197).

RECOMMENDATION:

The staff of the Department of City Planning recommends that the City Planning Commission take the following action:

APPROVE the proposed aerial and subterranean easements at 6 E. 4th Street in the Central Business District.

Respectfully submitted:



Stacey Hoffman, Senior City Planner
Department of City Planning

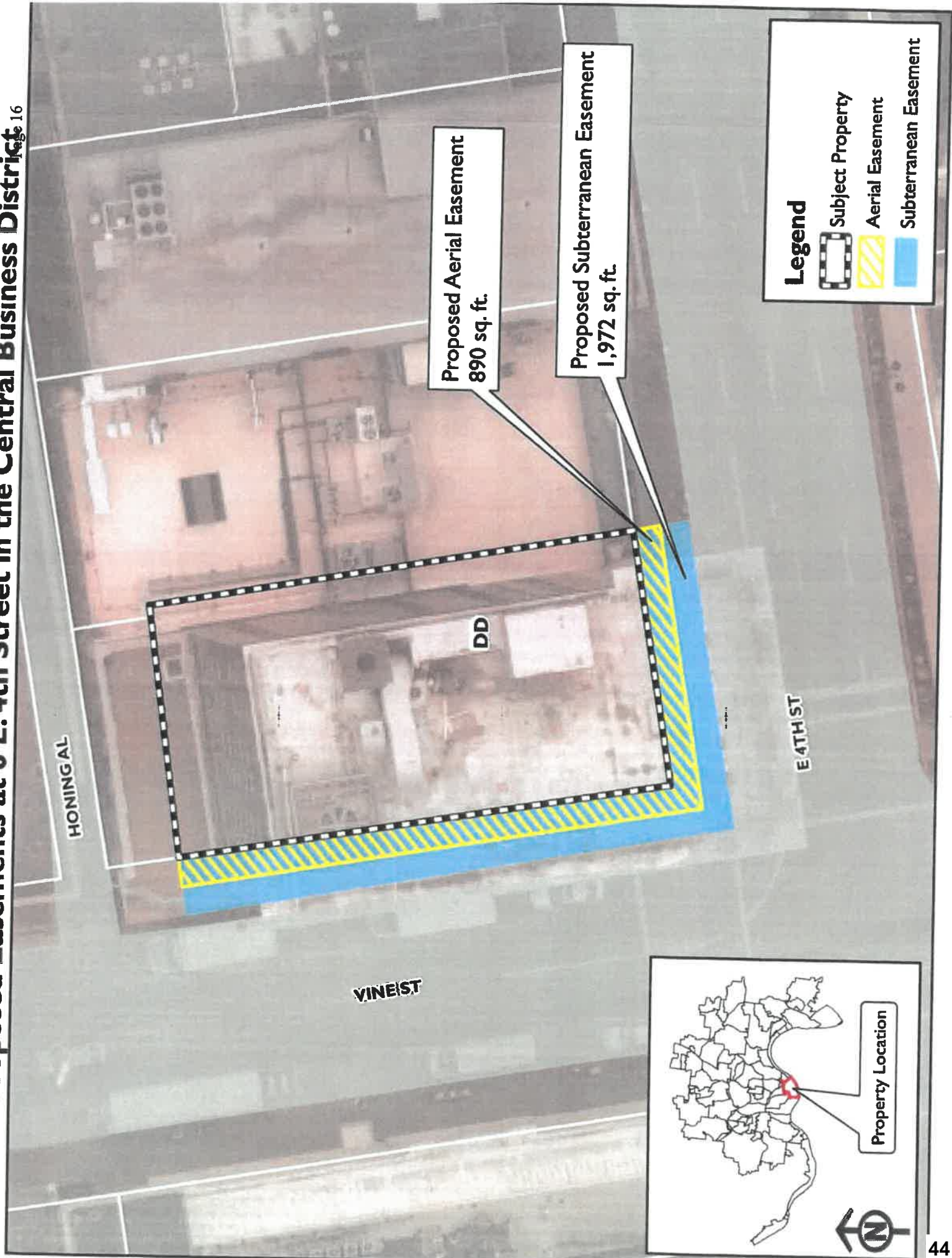
Approved:



Katherine Keough-Jurs, AICP, Director
Department of City Planning

Proposed Easements at 6 E. 4th Street in the Central Business District

Page 16

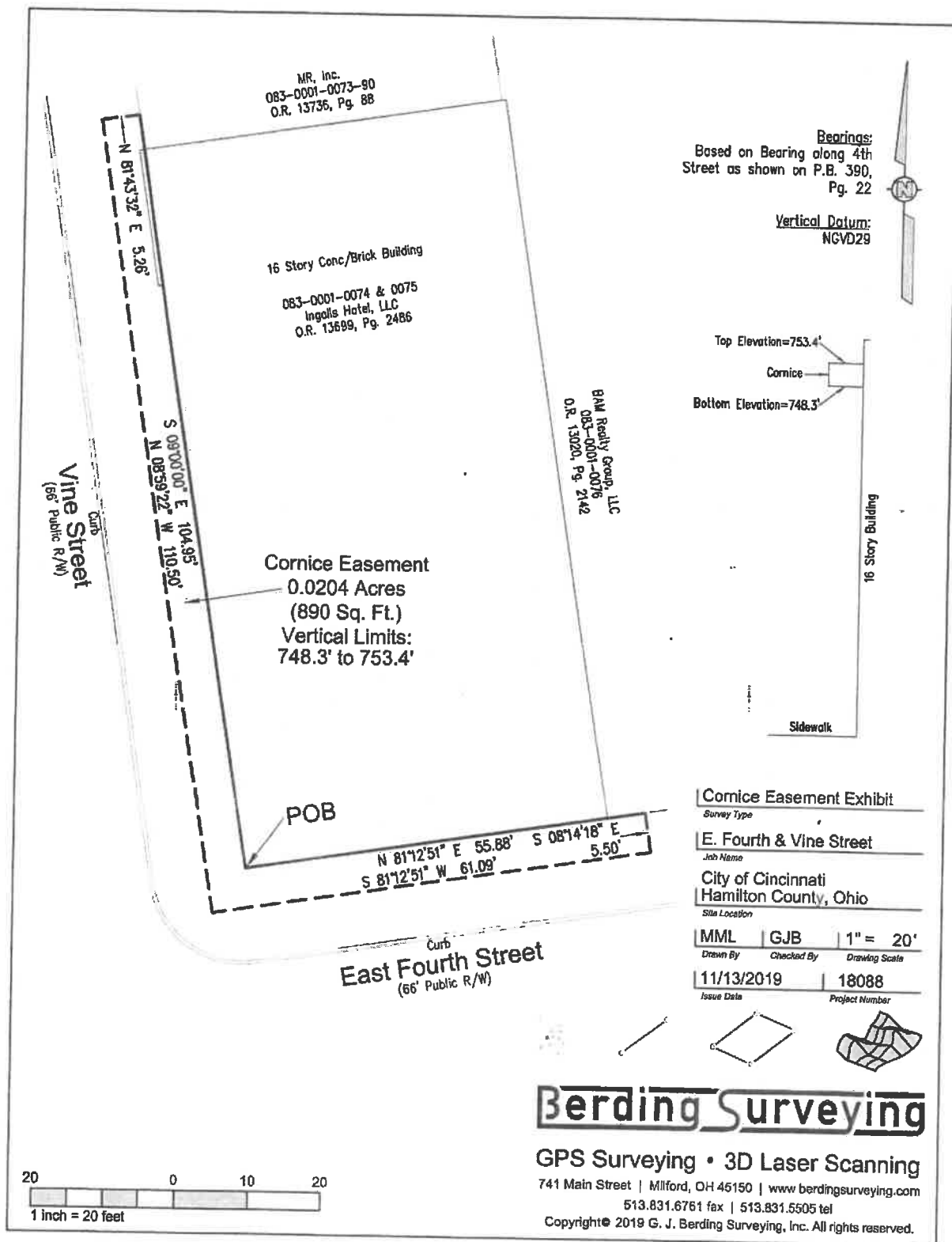


Legend

- Subject Property
- Aerial Easement
- Subterranean Easement

Property Location

Exhibit B



Berding Surveying

GPS Surveying • 3D Laser Scanning

Description for: SREE, Ingalls Hotel, 0.0204 Acre Cornice Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North $81^{\circ}12'51''$ East, 55.88 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following four courses (4):

1. South $08^{\circ}14'18''$ East, 5.50 feet;
2. South $81^{\circ}12'51''$ West, 61.09 feet;
3. North $08^{\circ}59'22''$ West, 110.50 feet;
4. North $81^{\circ}43'32''$ East, 5.26 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South $09^{\circ}00'00''$ East, 104.95 feet to the **POINT OF BEGINNING**.

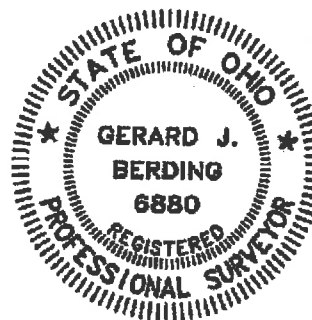
CONTAINING 0.0204 Acres and being a portion of the right-of-way of East Fourth Street and Vine Street between elevations of 748.3 feet and 753.4 feet.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.

Gerard J. Berding
 Gerard J. Berding, P.S. 6880

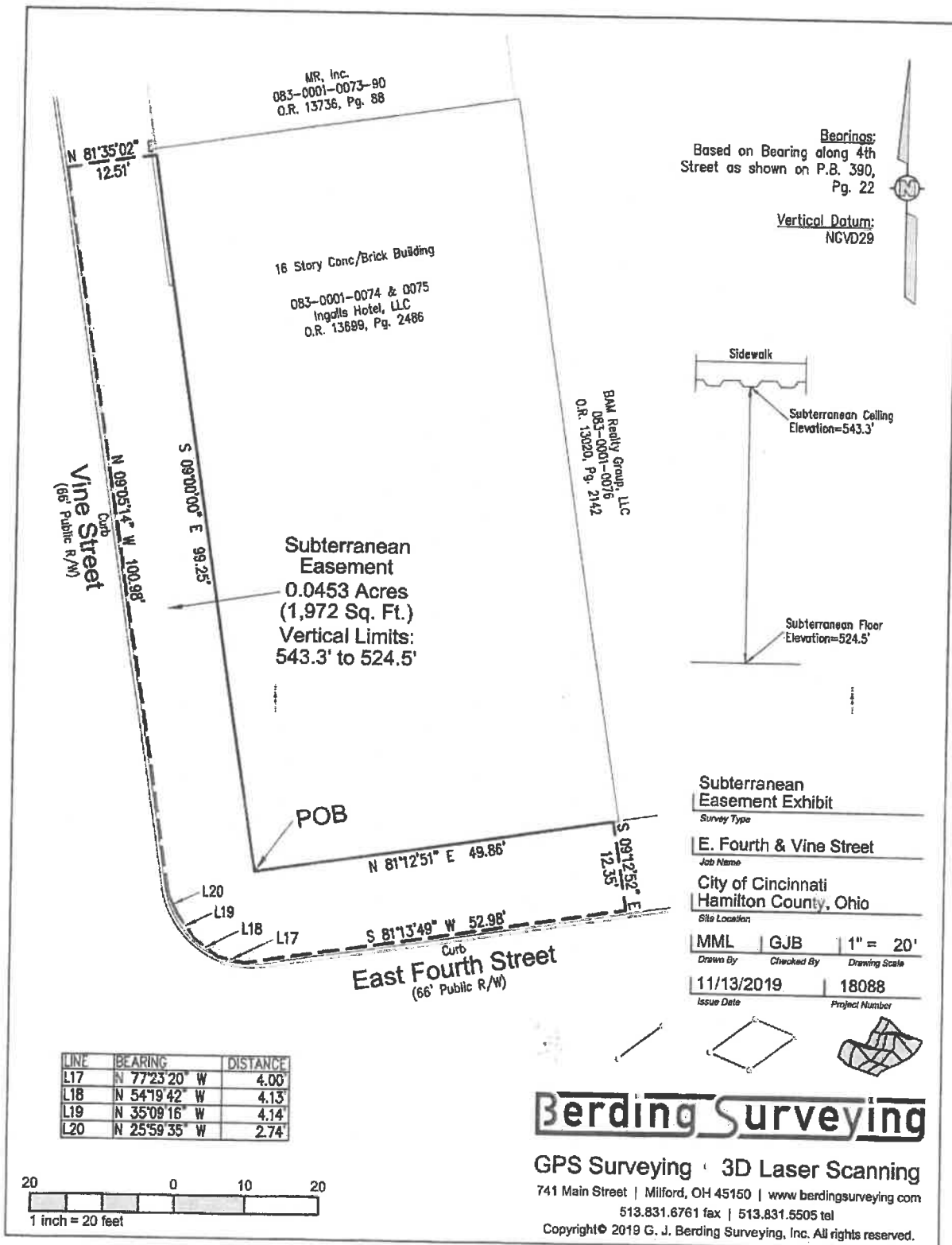
11-13-19
 Date



Printed on 11/13/2019 11:50 AM • P:\18000\18088 SREE Hotels - Fourth & Vine\Word Documents\18088 0.0204 Ac. Cornice Easement Legal Description.doc • By:Michele

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com



Berding Surveying



GPS Surveying • 3D Laser Scanning

Description for: SREE, Ingalls Hotel, 0.0453 Acre Subterranean Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 49.86 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following eight (8) courses:

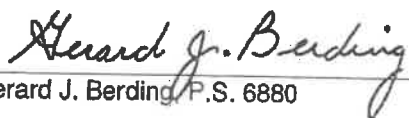
1. South 09°12'52" East, 12.35 feet;
2. South 81°13'49" West, 52.98 feet;
3. North 77°23'20" West, 4.00 feet;
4. North 54°19'42" West, 4.13 feet;
5. North 35°09'16" West, 4.14 feet;
6. North 25°59'35" West, 2.74 feet;
7. North 09°05'14" West, 100.98 feet;
8. North 81°35'02" East, 12.51 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South 09°00'00" East, 99.25 feet to the **POINT OF BEGINNING**.

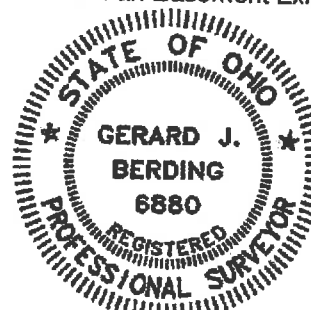
CONTAINING 0.0453 Acres. Encompasses the described physical space underneath Vine Street and East Fourth Street from an elevation of 543.3 feet to 524.5 feet. The intent of easement is to encompass the vertical space beneath the public sidewalk, extending from sidewalk to the lowest level of the building subterranean space below. Depth of easement is approximately 18.8 feet+/- . Refer to Easement Exhibit.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.


 Gerard J. Berding P.S. 6880

11-13-19
 Date



Printed on 11/13/2019 11:51 AM • P:\18000\18088 SREE Hotels - Fourth & Vine\Word Documents\18088 0.0453 Ac. Subterranean Easement Legal Description.doc • By: Michele

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

Exhibit C

EXHIBITS

(Field Inspection Effective Date)



Petitioner's Building



Larger Parcel section of 4th at Vine facing east



Larger Parcel section of Vine facing north to 5th



Section of basement easement on Vine under sidewalk



Cornice at crown across both Larger ROWs



Under sidewalk easement on East 4th

Honorable City Planning Commission
Cincinnati, Ohio

SUBJECT: A report and recommendation on two proposed door swing easements and an air intake easement at 4th and Vine Streets in the Central Business District (CBD).

GENERAL INFORMATION:

Location: 6 E. 4th Street, Cincinnati, OH 45202
Petitioner: Luminaut, LLC
Petitioner's Address: 1100 Sycamore Street #200, Cincinnati, OH 45202

BACKGROUND:

Luminaut, LLC, along with Shree Hotels, are currently renovating and converting the Ingalls Building at 6 E. 4th Street, a historic structure on the National Register of Historic Places, into a hotel containing approximately 120 or more guestrooms. Built in 1903, the Ingalls Building was the world's first reinforced concrete skyscraper and its success led to the proliferation of similarly constructed skyscrapers throughout the 20th century. The City of Cincinnati is the owner of the right-of-way that fronts the property, located in the Central Business District. The right-of-way is managed by the Department of Transportation and Engineering (DOTE).

As part of the renovation and conversion, the petitioner plans to use a portion of the property's basement as laundry facilities in an area that is situated underneath the sidewalk right-of-way on 4th and Vine streets. In order to allow air to enter the laundry room for proper dryer operation, the petitioner is proposing a 22.5 square foot air intake grate be placed on Vine Street, towards the north end of the building. Additionally, the petitioner is requesting two door swing easements. One door swing easement is located along Vine Street at the building's northern end and the second is located along 4th Street at the building's eastern end. The easements measure 12.25 square feet and 18.62 square feet, respectively.

The proposed easements were circulated to City departments through the Coordinated Report process. No departments objected to the proposal, however there were conditions noted by the Department of Transportation and Engineering, Greater Cincinnati Water Works, Duke Energy, and Cincinnati Bell, that will need to be met by the petitioner.

CONSISTENCY WITH PLAN CINCINNATI:

This proposed action is consistent with the Compete Initiative Area of *Plan Cincinnati* (2012) and will "Foster a climate conducive to growth, investment, stability, and opportunity" (p. 102) through the renovation of a landmark structure into an active use. Specifically, it will "Target investment to geographic areas where there is already economic activity" (p. 115). The proposed action is also consistent with the Sustain Initiative Area and will "Preserve our built history" (p. 197).

RECOMMENDATION:

The staff of the Department of City Planning recommends that the City Planning Commission take the following action:

APPROVE two proposed door swing easements and an air intake easement at 4th and Vine Streets in the Central Business District.

Respectfully submitted:

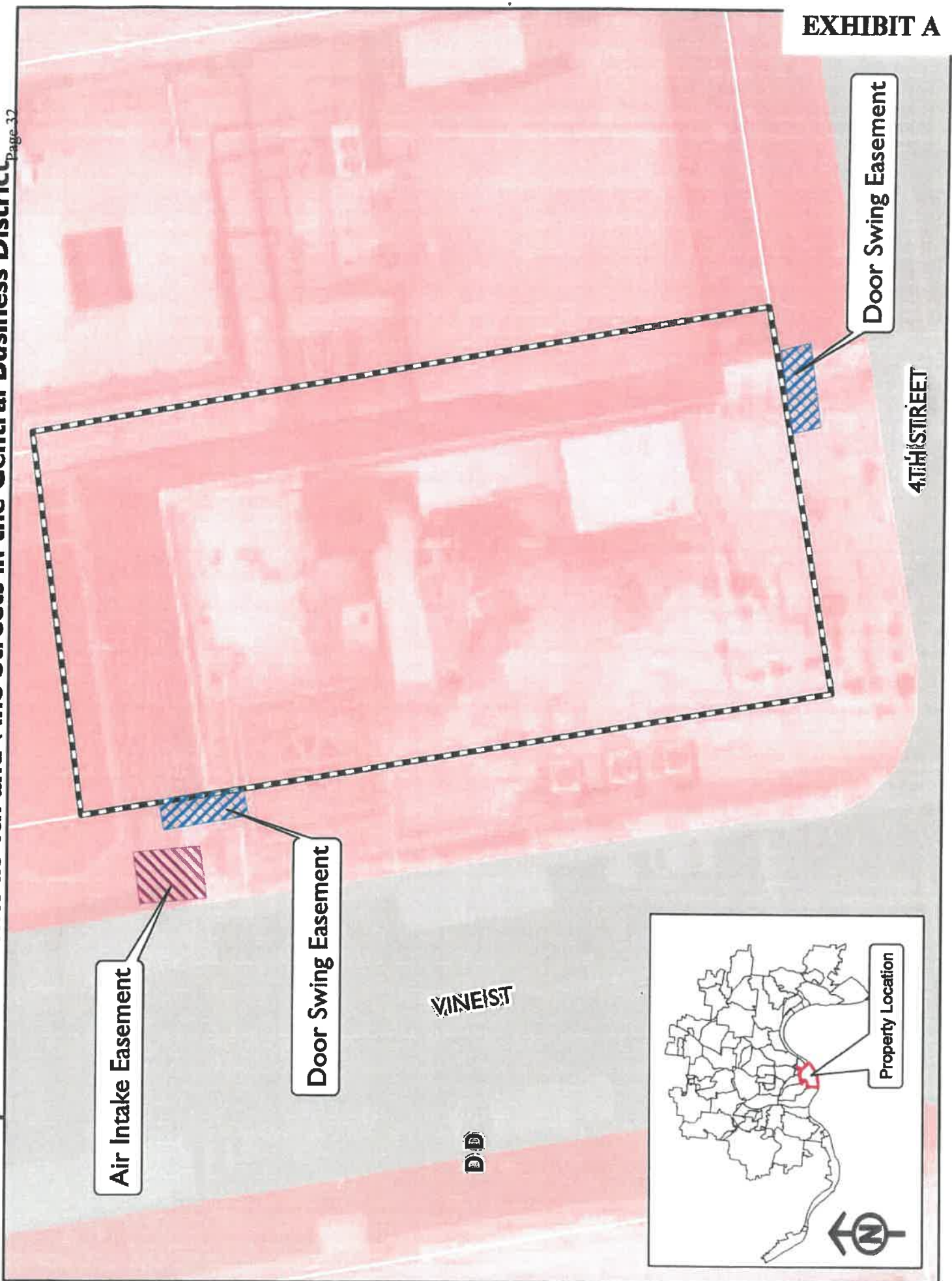


Scott Gafvert, City Planning Intern
Department of City Planning

Approved:



Katherine Keough-Jurs, AICP, Director
Department of City Planning



August 4, 2021

TO: Mayor and Members of City Council

FROM: Paula Boggs Muething, City Manager

202102504

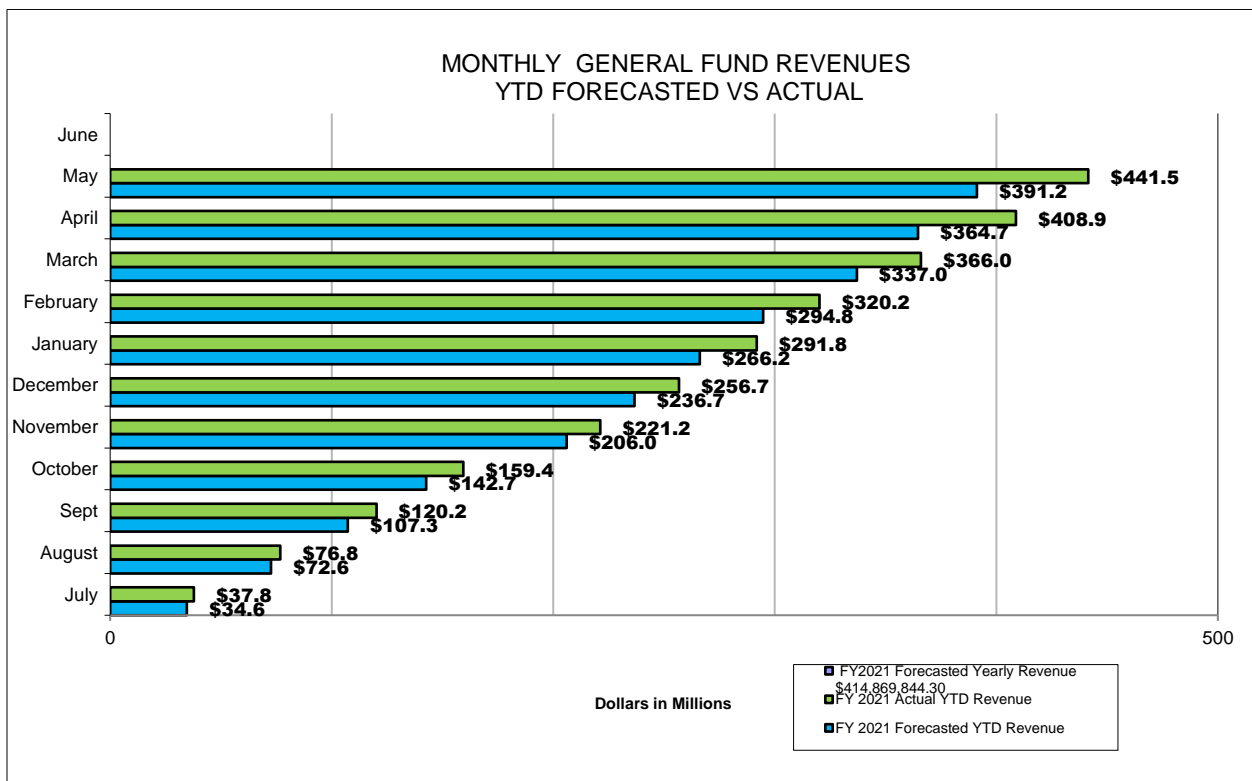
SUBJECT: Department of Finance Report for the Month Ended May 31, 2021

**MAY 2021
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending May 31, 2021. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues is attached for review, including reports comparing current year actual revenue vs. forecasted revenue and prior year actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year to date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through May 31, 2021, and shows that actual revenue of \$441.5 million was above forecasted revenue of \$391.2 million by \$50.3 million.



The major revenue components of the General Fund are listed in the table below. This table

highlights the year to date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

GENERAL FUND REVENUE SOURCES		
	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax	\$3,752,980	
City Income Tax	\$53,632,140	
Admission Tax		(\$1,386,172)
Short Term Rental		
Excise Tax	\$307,609	
Licenses & Permits		(\$768,231)
Fines, Forfeitures, & Penalties		(\$1,940,590)
Investment Income	\$281,227	
Local Government	\$776,167	
Casino	\$2,228,109	
Police		(\$160,867)
Buildings and Inspections	\$568,879	
Fire	\$284,644	
Parking Meter		(\$1,883,722)
Other		(\$5,377,909)
	<u>\$61,831,755</u>	<u>(\$11,517,491)</u>
Difference	\$50,314,264	

General Fund (favorable variance) is \$50.3 million above the amount forecasted thru May in the FY 2021 Budget. What follows is an explanation of significant variances of individual General Fund revenue components.

General Property Tax (favorable variance) is \$3.8 million above the forecasted amount. The City received the final settlement for FY2021 in April. Revenue is greater than projected as a result of higher assessed property values utilized by the County Auditor.

Income Tax (favorable variance) is \$53.6 million above the forecasted amount. The Ohio legislature passed House Bill 110 which allows employees that worked from home to claim a refund for the taxes that were legally remitted by their employers in accordance with the emergency order beginning with tax year 2021. As a result, a large portion of these revenues will need to be refunded.

Admission Tax (unfavorable variance) is \$1.4 million below estimate. Most venues that generate admission tax had been closed or open with very limited capacity most of the fiscal year due to the pandemic. While additional venues are starting to open with limited capacity, the estimate in this revenue category will still not be met for the fiscal year.

License & Permits (unfavorable variance) is down \$768k. The Beer and Liquor Tax permit application and payment deadline was extended by the State due to the pandemic. The delayed first quarter payment should be received in FY 2022; therefore, this category

will stay below the estimate this year.

Fines, Forfeitures & Penalties (unfavorable variance) is down \$1.9 million. Parking fines make up most of the revenue in this category, and parking fines continue to be significantly below the annual estimate as a result of the pandemic.

Local Government (favorable variance) is \$776k above the forecasted amount. The favorable variance is the result of increased revenue collection from the State of Ohio General Revenue tax sources.

Casino (favorable variance) is up \$2.2 million. Despite the pandemic and limited capacity, the casino revenues continue to exceed estimates.

Buildings and Inspections (favorable variance) is up \$569k. This favorable variance is due to above average hearings, increased compliance inspections being done, and collections related to elevator inspections.

Parking Meter (unfavorable variance) is \$1.9 million below estimate. The unfavorable variance is due to reduced economic activity earlier in the fiscal year as a result of the COVID-19 pandemic.

Other (unfavorable variance) is \$5.4 million below forecast. This category is made up of many small sources of revenue that fluctuate from time to time. Finance will continue to monitor these various revenue sources.

Restricted Funds:

Convention Center (unfavorable variance) is down \$4.4 million. Many conventions cancelled this fiscal year due to the COVID-19 pandemic. The convention center has hosted some smaller events; however, the estimate in this revenue category will still not be met for the fiscal year.

Municipal Golf (favorable variance) is up \$2.3 million. The Cincinnati Recreation Commission experienced an increase in the utilization of the golf courses as people looked for outside activities during the pandemic, resulting in increased revenue.

Parking Meter (unfavorable variance) is down \$782k. Parking Meter revenue is not meeting estimates due to reduced economic activity as a result of the COVID-19 pandemic.

Sawyer Point (unfavorable variance) is down \$320k. The unfavorable variance is due to less economic activity earlier in the fiscal year at the park as a result of the pandemic restrictions.

Recreation Special (unfavorable variance) is down \$3.7 million. The Cincinnati Recreation Commission experienced a reduction in revenue due to the cancellation of recreation center programs as a result of the pandemic.

Hazard Abatement (unfavorable variance) is down \$932K. The Vacant Buildings Maintenance License revenue is down due to the number of license waivers requested during the pandemic. In addition, Vacant Foreclosure License revenue is below estimate as a result of the reduced number of foreclosures processed during the pandemic.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of May 31, 2021.

2. Audit of the City Treasurer's Report for the month ended April 30, 2021.
3. Statement of Balances in the various funds as of May 31, 2021.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William Weber, Assistant City Manager
Karen Alder, Finance Director

Attachments

August 4, 2021

To: Mayor and Members of City Council 202102522
From: Paula Boggs Muething, City Manager
Subject: **Ordinance – Ohio State Transportation Innovation Council Grant**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for a grant in the amount of up to \$100,000 from the Ohio State Transportation Innovation Council for the purpose of constructing a precast raised crosswalk, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue.

This Ordinance authorizes the City Manager to apply for a grant in the amount of up to \$100,000 from the Ohio State Transportation Innovation Council for the purpose of constructing a precast raised crosswalk, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue.

The Westwood Community Urban Redevelopment Corporation submitted the grant application on June 8, 2021, on behalf of the City. However, funding will not be accepted without the necessary City Council approval.

If awarded, a local match in the amount of up to \$25,000 will be required, as well as up to \$17,000 for design and construction management, which is anticipated to come from the unappropriated surplus of Westwood 1 Equivalent Fund 496. The Westwood Community Urban Redevelopment Corporation provided a letter of support for using Westwood 1 Equivalent Fund 496 resources for this match requirement. The letter of support is attached for reference. No new FTEs are required.

This grant project is in accordance with the “Connect” goal to “Develop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “Plan, design, and implement a safe and sustainable transportation system,” as described on pages 127-138 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew M. Dudas, Budget Director
Karen Alder, Finance Director

Attachment





City of Cincinnati

KKF

AWG

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to apply for a grant in the amount of up to \$100,000 from the Ohio State Transportation Innovation Council for the purpose of constructing a precast raised crosswalk, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue.

WHEREAS, the Ohio State Transportation Innovation Council grant program has funding available to assist with the cost of improving pedestrian amenities; and

WHEREAS, the need for improvements to crosswalks, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue was identified; and

WHEREAS, the Westwood Community Urban Redevelopment Corporation submitted the grant application on June 8, 2021 on behalf of the City, however, the funding will not be accepted without the necessary approval from City Council; and

WHEREAS, if awarded, a local match in the amount of up to \$25,000 will be required, as well as up to \$17,000 for design and construction management, which is anticipated to come from the unappropriated surplus of Westwood 1 Equivalent Fund 496; and

WHEREAS, no new FTEs are associated with this grant; and

WHEREAS, this grant project is in accordance with the “Connect” goal to “Develop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “Plan, design, and implement a safe and sustainable transportation system,” as described on pages 127-138 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to apply for a grant in the amount of up to \$100,000 from the Ohio State Transportation Innovation Council for the purpose of constructing a precast raised sidewalk, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue.

Section 2. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Section 1 hereof.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk



Westwood Community Urban Redevelopment Corporation
PO Box 112162 Cincinnati, OH 45211
www.wcurc.org

July 26, 2021

Markiea Carter
Director, City of Cincinnati
Department of Community and Economic Development
Two Centennial Plaza
805 Central Avenue Suite 700
Cincinnati, OH 45202

Tom Suster
President, Westwood Civic Association

Ms. Carter;

Westwood is working with DOTE staff on a traffic calming plan for the section of Harrison Avenue running through the historical business district from Kling Avenue to Boudinot Avenue. Components of this plan include raised intersections at Montana and Epworth and raised crosswalks with bumpouts at Kling, Temple and Montclair. These improvements will provide an immense public benefit to the Westwood community by significantly calming traffic on Harrison Avenue and improving safety for operators of vehicles, bicyclist and pedestrians within the business district.

DOTE has submitted two grant applications on our behalf. The STIC grant would fund the raised crosswalk at Montclair, and the ODOT one would fund the raised crosswalk at Kling. Later this year or in early 2022 we will request additional funding from ODOT for the remainder of the work. These grants have a matching requirement and soft costs which we must provide. The 10/31/2020 balance in the Westwood TIF 17 account is \$135,435.59. WestCURC with the concurrence of the Westwood Civic Association would like to request \$110,947 of that balance for safety improvements indicated above. Additionally, WestCURC and WCA will commit to support the use of additional TIF funds for construction if grant funding is awarded to these two grant applications and construction costs come in over budget.

The details are below:

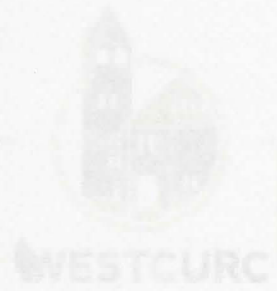
Ohio's State Transportation Innovation Council (STIC) Application for the Montclair crosswalk

\$9,221 Engineering and Survey
\$7,685 Construction Engineering
\$19,041 Local Match

ODOT Abbreviated Safety Application for the Kling crosswalk

\$25,000 Design
\$25,000 Construction Management
\$25,000 Local Match

Combined Total \$110,947



Westwood Community Urban Redevelopment Corporation
PO Box 117162 Cincinnati, OH 45211
www.wcurc.org

Sincerely,

Greg Hand
President, WestCURC

Tom Sauter
President, Westwood Civic Association

Cc: John Brazina
Bryan Williams

Ms. Carter,

Westwood is working with DOTD staff on a traffic calming plan for the section of Harrison Avenue running through the historical business district from King Avenue to Broadfoot Avenue. Components of this plan include raised intersections at Montrose and Fawcett and raised crosswalks with bollards at King, Temple and Broadfoot. These improvements will provide an immense public benefit to the Westwood community by significantly calming traffic on Harrison Avenue and improving safety for operation of vehicles, bicyclist and pedestrians within the business district.

DOTD has submitted two grant applications on our behalf. The STC grant would fund the raised crosswalk at Montrose, and the ODOT one would fund the raised crosswalk at King. Later this year or in early 2022, we will request additional funding from ODOT for the remainder of the work. These grants have a matching requirement and soft costs which we must provide. The 10/31/2020 balance in the Westwood TR 17 account is \$135,435.09. WestCURC with the concurrence of the Westwood Civic Association would like to request \$230,547 of that balance for safety improvements indicated above. Additionally, WestCURC and WCA will commit to support the use of additional TR funds for construction if grant funding is awarded to these two grant applications and construction costs come in over budget.

The details are below:

Ohio's State Transportation Infrastructure Council (STIC) Application for the Montrose crosswalk

\$9,721 Engineering and Survey
\$7,885 Construction Engineering
\$19,943 Local Match

ODOT Absorbed Safety Application for the King crosswalk

\$25,000 Design
\$71,000 Construction Management
\$25,000 Local Match

Combined Total \$130,647

Date: August 4, 2021

To: Mayor and Members of City Council 202102524
From: Paula Boggs Muething, City Manager
Subject: Ordinance – Amending CMC Title V Section 515-9 Impound & Immobilization

Transmitted herewith is an ordinance captioned as follows:

MODIFYING Title V, “Traffic,” of the Cincinnati Municipal Code by
AMENDING Section 515-9, “Impoundment and Immobilization,” of Chapter 515,
“Parking Infractions; Collection Procedures,” to remove obsolete language.

Ordinance No. 0168-2018 repealed subsections (f) and (g) of Section 515-9. The reference to subsection (f) contained in subsection (e) was not deleted at the same time that subsection (f) was repealed. This ordinance makes that correction.

The Administration recommends passage of this Ordinance.

AWG/KMB/(lnk)
Attachment
344539

cc: Andrew W. Garth, City Solicitor

AWB

An Ordinance No. _____

- 2021

MODIFYING Title V, "Traffic," of the Cincinnati Municipal Code by AMENDING Section 515-9, "Impoundment and Immobilization," of Chapter 515, "Parking Infractions; Collection Procedures," to remove obsolete language.

WHEREAS, in 2018, Council passed Ordinance No. 168-2018, which modified Cincinnati Municipal Code ("CMC") Section 515-9, "Impoundment and Immobilization," by removing the provisions in CMC Sections 515-9(f) and (g) that implemented vehicle immobilization and fines associated with vehicle immobilization; and

WHEREAS, CMC Section 515-9(e) references the now repealed CMC Section 515-9(f), and this ordinance removes the reference to the repealed Section 515-9(f); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Section 515-9, "Towing and Impoundment," of Chapter 515, "Parking Infractions; Collection Procedures," of Title V, "Traffic," of the Cincinnati Municipal Code is hereby amended as follows:

Section 515-9. – Impoundment and Immobilization

- (a) A vehicle involved in three or more parking infractions in which judgments or default judgments have been filed with the Clerk of the Municipal Court pursuant to Section 515-7 of this Chapter is subject to impoundment by law enforcement officers of the City of Cincinnati or their agents. Impoundment pursuant to this section is permitted without regard to whether the vehicle, at the time of impoundment, is legally parked. The owner of a vehicle impounded pursuant to this Chapter shall be liable for impoundment fees and storage charges as provided by Section 513-7 of this Code.
- (b) A vehicle impounded under paragraphs (a) or (c) of this section shall be released to the owner upon the owner presenting a valid certificate of title to the vehicle to the Clerk of the Parking Violations Bureau and upon the owner either paying the fines, penalties, fees and costs due on the parking infractions issued or outstanding or payment of the judgments or default judgments which led to the impoundment, or posting a bond equal to the amount of said fines, penalties, fees and costs. In no case, however, shall the owner of a vehicle impounded pursuant to this Chapter be required to post a bond in excess of one thousand dollars (\$1,000) to obtain release of the vehicle.

- (c) Notwithstanding paragraphs (a) and (b) of this section, a vehicle parked, stopped, or standing on a public street or highway in commission of a parking infraction is subject to impoundment.
- (d) A vehicle involved in three or more parking infractions in which judgments or default judgments have been filed with the Clerk of the Municipal Court pursuant to Section 515-7 of this Chapter is subject to immobilization. A vehicle may be immobilized by law enforcement officers or parking enforcement officers of the City of Cincinnati or parking enforcement officers acting pursuant to any parking modernization agreement or vehicle immobilization services agreement with the City. Immobilization pursuant to this section is permitted without regard to whether the vehicle, at the time of immobilization, is legally parked.
- (e) A vehicle immobilized under paragraph (d) of this section shall be released to the owner or the person lawfully authorized to be in control of the vehicle upon the owner or person lawfully authorized to be in control of the vehicle paying the fines, penalties, fees and costs, ~~including the removal fee described under paragraph (f) of this section,~~ due on the parking infractions issued or outstanding or payment of the judgments or default judgments, which led to the immobilization, or posting a bond equal to the amount of said fines, penalties, fees and costs. In no case, however, shall the owner of a vehicle immobilized pursuant to this Chapter be required to post a bond in excess of one thousand dollars (\$1,000) to obtain release of the vehicle.

Section 2. That existing Section 515-9, “Impoundment and Immobilization,” of the Cincinnati Municipal Code is hereby repealed.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Section 1 hereof.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough.

August 4, 2021

To: Mayor and Members of City Council 202102527

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Cincinnati Parks Foundation Donation for Tom Jones Commons**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and deposit a donation in an amount up to \$69,530.63 from the Cincinnati Parks Foundation into Parks Private Endowment Fund 430; and **AUTHORIZING** the transfer and appropriation of \$69,530.63 from the unappropriated surplus of Parks Private Endowment Fund 430 to existing capital improvement program project account no. 980x203x192009, “Tom Jones Commons,” for the purpose of providing additional resources for the construction of the public recreation area, Tom Jones Commons, in Eden Park.

This Emergency Ordinance would authorize the City Manager to accept and deposit a donation totaling \$69,530.63 from the Cincinnati Parks Foundation into Parks Private Endowment Fund 430. This Emergency Ordinance will also authorize the transfer and appropriation of \$69,530.63 from the unappropriated surplus of Parks Private Endowment Fund 430 to existing capital improvement program project account no. 980x203x192009, “Tom Jones Commons,” for the purpose of providing additional resources for the construction of the public recreation area, Tom Jones Commons, in Eden Park.

No additional FTE are associated with this donation, and matching funds are not required.

This Emergency Ordinance is in accordance with the “Live” goal to “Build a robust public life,” and strategy to “Develop and maintain inviting and engaging public spaces to encourage social interaction between different types of people,” as described on pages 149-150 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the funds to avoid disruption in services.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew M. Dudas, Budget Director
Karen Alder, Finance Director



Attachment



EMERGENCY

City of Cincinnati

An Ordinance No. _____

CFG

AWG

-2021

AUTHORIZING the City Manager to accept and deposit a donation in an amount up to \$69,530.63 from the Cincinnati Parks Foundation into Parks Private Endowment Fund 430; and **AUTHORIZING** the transfer and appropriation of \$69,530.63 from the unappropriated surplus of Parks Private Endowment Fund 430 to existing capital improvement program project account no. 980x203x192009, "Tom Jones Commons," for the purpose of providing additional resources for the construction of the public recreation area, Tom Jones Commons, in Eden Park.

WHEREAS, the Cincinnati Parks Foundation is willing to donate up to \$69,530.63 for the construction of Tom Jones Commons, and acceptance of this donation will allow the Board of Parks Commissioners to authorize construction of the public recreation area, Tom Jones Commons, in Eden Park; and

WHEREAS, there is no match requirement associated with the acceptance of this donation; and

WHEREAS, there are no FTEs associated with the acceptance of this donation; and

WHEREAS, this ordinance is in accordance with the "Live" goal to "Build a robust public life," and strategy to "Develop and maintain inviting and engaging public spaces to encourage social interaction between different types of people," as described on pages 149-150 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to accept and deposit up to \$69,530.63 from the Cincinnati Parks Foundation into Parks Private Endowment Fund 430.

Section 2. That the City Manager is hereby authorized to transfer and appropriate up to \$69,530.63 from the unappropriated surplus of Parks Private Endowment Fund 430 to existing capital improvement program project account no. 980x203x192009, "Tom Jones Commons," for the purpose of providing additional resources for the construction of the public recreation area, Tom Jones Commons, in Eden Park.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of Sections 1 and 2 herein.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the funds to avoid disruption in services.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: August 4, 2021

To: Mayor and Members of City Council 202102560
From: Paula Boggs Muething, City Manager
Subject: EMERGENCY ORDINANCE – SALE OF PROPERTY ADJACENT TO INTERSTATE 75
TO ODOT

Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute two deeds in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Carthage and Bond Hill neighborhoods in connection with transportation improvement project HAM 75 – 7.85.

The City of Cincinnati owns property adjacent to Interstate 75 in the Carthage and Bond Hill neighborhoods (“Property”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”).

The Ohio Department of Transportation (“ODOT”) is undertaking a transportation improvement project that will result in the widening of Interstate 75 (the “Project”), and ODOT desires to acquire all of the City’s right, title, and interest in and to the Property.

The City Manager, upon consultation with DOTE, has determined that the Property is not needed for a municipal purpose and that the conveyance to ODOT of all the City’s right, title, and interest in and to the Property will not be detrimental to the interests of the general public.

The approximate fair market value of the property is \$600.00, which ODOT has agreed to pay.

The City Planning Commission approved the sale of the Property at its meeting on June 4, 2021.

The reason for the emergency is the immediate need to convey the Property to ODOT to avoid delaying the Project.

The Administration recommends passage of the attached ordinance.

Attachment I – Limited Warranty Deed
Attachment II – ODOT Right-of-Way Plans

cc: John S. Brazina, Director, Transportation and Engineering

EMERGENCY
City of Cincinnati

CHM *AWB*

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to execute two deeds in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Carthage and Bond Hill neighborhoods in connection with transportation improvement project HAM 75 – 7.85.

WHEREAS, the City of Cincinnati owns property adjacent to Interstate 75 in the Carthage and Bond Hill neighborhoods, as more particularly described in the instruments attached to this ordinance as Attachment A (the “Property”), which Property is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”); and

WHEREAS, the Ohio Department of Transportation (“ODOT”) is undertaking a transportation improvement project that will result in the widening of Interstate 75 (the “Project”), and ODOT desires to acquire all of the City’s right, title, and interest in and to the Property in connection therewith (designated by ODOT as HAM 75 – 7.85 Project Parcels 74-WL1 and 74-WL2, as generally depicted on the ODOT right-of-way plans attached to this ordinance as Attachment B); and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, being the officer having the custody and control of the Property, upon consultation with DOTE, has determined that the Property is not needed for a municipal purpose and that the conveyance to ODOT of all the City’s right, title, and interest in and to the Property will not be detrimental to the interests of the general public; and

WHEREAS, the City’s Real Estate Services Division has determined, by a professional appraisal, that the approximate fair market value of the Property is \$600.00, which ODOT has agreed to pay; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interests of the City; and

WHEREAS, the City has determined that the City’s disposition of the Property, without competitive bidding, is in the City’s best interests because ODOT desires to acquire the Property to facilitate a public transportation improvement project that will benefit the public; and

WHEREAS, the City Planning Commission, having the authority to approve the change in use of City property, approved the sale of the Property to ODOT at its meeting on June 4, 2021; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to execute two deeds in favor of the State of Ohio, Department of Transportation (“ODOT”), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati will convey to ODOT all its right, title, and interest in and to certain land in order to facilitate a public transportation improvement project (“Project”), which land consists of (i) approximately 0.048 acres of unimproved public right-of-way designated as Regina Greater Way, located adjacent to Interstate 75 in the Bond Hill neighborhood (HAM 75 - 7.85 Project Parcel 74-WL1), and (ii) approximately 0.191 acres of unimproved public rights-of-way designated as Canal and East 67th Streets, located adjacent to Interstate 75 in the Carthage neighborhood of Cincinnati (HAM 75 – 7.85 Project Parcel 74-WL2, and together with HAM 75 -7.85 Project Parcel 74-WL1, referred to herein as the “Property”), and which land is generally depicted on the ODOT right-of-way plans attached as Attachment B to this ordinance, incorporated herein by reference.

Section 2. That the Property is not needed for a municipal purpose, and that the City’s conveyance to ODOT of all its right, title, and interest in and to the Property will not be detrimental to the interests of the general public.

Section 3. That the fair market value of the Property, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$600.00, which ODOT has agreed to pay.

Section 4. That it is in the best interests of the City to convey to ODOT all its right, title, and interest in and to the Property without competitive bidding because the Property is needed to facilitate a public transportation improvement project that will benefit the public.

Section 5. That all proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including executing all necessary deeds, plats, and other real estate documents.

Section 6. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 7. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

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

Section 9. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the

terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to convey the Property to ODOT to avoid delaying the Project.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$300, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto and depicted on Exhibit B (Site Plan) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 74-WL2

ODOT Project: HAM 75-7.85

Being part of Hamilton County Current Tax Parcel Nos.: none (unimproved municipal right-of-way)

Prior Instrument Reference: Plat Book 6, Page 167

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

(A) Creation of Utility Easements. Any public utility affected by the City's conveyance of project parcel 74-WL2 shall have a permanent easement in such portion of project parcel 74-WL2 for the purpose of operating, maintaining, repairing, reconstructing, and removing any existing utility facilities and for purposes of access to said facilities. Any damage done to said utility facilities shall be repaired at Grantee's expense. The relocation of any utilities in such portion of project parcel 74-WL2 shall be at Grantee's expense and to the satisfaction of the affected public utility, upon Grantee's request, the affected public utility shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

(B) Repurchase Rights. Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase

shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

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

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00344390-1}

Exhibit A
to Limited Warranty Deed

Project: HAM 75-7.85
Project Parcel: 74-WL2

EXHIBIT A

Page 1 of 3
Rev. 06/09

RX 252 WL
JH
Ver. Date 02/21/2014

PID 77889

PARCEL 74-WL2
HAM-75-7.85
**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the left side of the centerline of right of way of Interstate Route 75 as shown on a centerline survey plat made in 2014 for the Ohio Department of Transportation titled "HAM-75-7.85" as recorded in Plat Book 444, Pages 7-14 of the records of Hamilton County:

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, lying in Section 12, Township 3, Fractional Range 2, being out of the right-of-way of Canal Street (50 foot right-of-way width) and 67th Street (50 foot right-of-way width, formerly Miller Avenue) as demonstrated on the plat Longview Subdivision, a subdivision of record in Plat Book 6, Page 167, and described as follows:

BEGINNING at an iron pin set at the northeasterly corner of Lot 30 of said Longview Subdivision conveyed to TLC Properties, Inc. by deed of record in Official Record 10412, Page 1940 and at the intersection of the northerly right-of-way line of Canal Street with the westerly right-of-way line of 67th Street, located 168.94 feet left of centerline of right-of-way station 476+13.35 for Interstate Route 75;

thence North 39 degrees 31 minutes 36 seconds East, across the right-of-way of 67th Street with the westerly proposed limited access right-of-way line for Interstate Route 75, a distance of 50.00 feet to an iron pin set in the westerly line of Lot 29 of said Longview Subdivision conveyed to Givaudan Flavors Corporation by deed of record in Official Record 10985, Page 349 and the easterly right-of-way line of 67th Street, located 165.00 feet left of centerline of right-of-way station 476+59.19 for Interstate Route 75;

EXHIBIT A

Page 2 of 3

RX 252 WL

Rev. 06/09

thence South 50 degrees 03 minutes 01 seconds East, partly with the westerly line of said Lot 29, with said easterly right-of-way line, said easterly right-of-way line extended, and the westerly existing limited access right-of-way line for Interstate Route 75, a distance of 65.48 feet to a point, located 99.70 feet left of centerline of right-of-way station 476+54.57 for Interstate Route 75;

thence South 54 degrees 54 minutes 34 seconds West, with the southerly right-of-way line of Canal Street, a distance of 187.54 feet, to a point in said westerly existing limited access right-of-way line, located 169.41 feet left of centerline of right-of-way station 474+91.85 for Interstate Route 75 ;

thence across the right-of-way of Canal Street with said westerly existing limited access right-of-way line, the following two (2) courses:

North 33 degrees 00 minutes 04 seconds East, a distance of 30.43 feet, to a point, located 168.40 feet left of centerline of right-of-way station 475+19.79 for Interstate Route 75;

North 50 degrees 03 minutes 01 seconds West, a distance of 40.00 feet, to a point in the southerly line of Lot 34 of said Longview Subdivision conveyed to Donald P. Barth and Ruthann Barth by deed of record in Official Record 7442, Page 1343, the northerly right-of-way line of Canal Street, and said westerly proposed limited access right-of-way line, located 207.97 feet left of centerline of right-of-way station 475+26.09 for Interstate Route 75;

thence North 54 degrees 54 minutes 34 seconds East, with southerly line of said Lot 34, the southerly line of Lots 33, 32, and 31 of said Longview Subdivision conveyed to TLC Properties, Inc. by deed of record in Official Record 10412, Page 1940, the southerly line of said Lot 30, said northerly right-of-way line, a distance of 104.52 feet, to the *POINT OF BEGINNING*, containing 0.191 acre, more or less, no Auditor's Parcel Number.

Of the above described 0.191 acre, 0.191 acre lies within the present roadway occupied.

All references are to the records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right of Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W"

EXHIBIT A

RX 252 WL

Page 3 of 3

Rev. 06/09

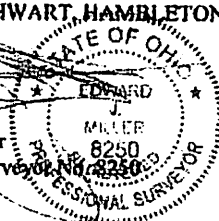
All bearings shown are for project use only. The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1995). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected National Geodetic Survey monuments 7008, 7016, 6954, and 6937. The portion of the centerline of I-75, having a bearing of North 43 degrees 57 minutes 37 seconds East, is designated the "basis of bearing" for this survey.

This description was prepared by Edward J. Miller, Registered Surveyor No. 8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in August 2011.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

2/2/17

Edward J. Miller
Professional Surveyor No. 8250



EJM:sg
74W12 0, 191 ac Canal57thROW 20110903.doc

LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$300, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (*Legal Description*) hereto and depicted on Exhibit B (*Site Plan*) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 74-WL1

ODOT Project: HAM 75-7.85

Being part of Hamilton County Current Tax Parcel Nos.: 117-0002-0017-90

Prior Instrument Reference: Deed Book 4231, Page 711, Deed Book 4271, Page 14, Official Record Book 10137, Page 1393, Official Record Book 10151, Page 3033, Official Record Book 12134, Page 1663, Official Record Book 12235, Page 2614, Hamilton County Recorder's Office.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

(A) Creation of Utility Easements. Any public utility affected by the City's conveyance of project parcel 74-WL1 shall have a permanent easement in such portion of project parcel 74-WL1 for the purpose of operating, maintaining, repairing, reconstructing, and removing any existing utility facilities and for purposes of access to said facilities. Any damage done to said utility facilities shall be repaired at Grantee's expense. The relocation of any utilities in such portion of project parcel 74-WL1 shall be at Grantee's expense and to the satisfaction of the affected public utility, upon Grantee's request, the affected public utility shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

(B) Repurchase Rights. Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code.

The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

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

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00344391-1}

Exhibit A
to Limited Warranty Deed

Project: HAM 75-7.85
Project Parcel: 74-WL1

EXHIBIT A

RX 252 WL
JH
Ver. Date 02/21/2017

Page 1 of 2
Rev. 06/09
PID 77889

**PARCEL 74-WL1
HAM-75-7.85
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right side of the centerline of right of way of Interstate Route 75 as shown on a centerline survey plat made in 2014 for the Ohio Department of Transportation titled "HAM-75-7.85" as recorded in Plat Book 444, Pages 7-14 of the records of Hamilton County:

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, lying in Section 12, Township 3, Fractional Range 2, being out of the 1.934 acre tract conveyed to the City of Cincinnati by deed of record in Official Record 12134, Page 1663 and Regina Graeter Way dedicated as right-of-way in Plat Book 434, Page 76 and Ordinance Number 0444-2012 (Official Record 12235, Page 2614), and described as follows:

BEGINNING at the westerly terminus of the southerly right-of-way line of Regina Graeter Way, a southwesterly corner of said 1.934 acre tract, the northwesterly corner of the remainder of the 20.501 acre tract conveyed to Paddockrd L.L.C. by deed of record in Official Record 12127, Page 1419, and in the existing easterly right-of-way line of Interstate Route 75 (referencing a 5/8 inch iron rebar with a "Woolpert" cap found, located 120.29 feet right of centerline of right-of-way station 471+12.96 for Interstate Route 75), located 120.15 feet right of centerline of right-of-way station 471+12.86 for Interstate Route 75;

thence North 19 degrees 09 minutes 09 seconds East, with the westerly terminus of Regina Graeter Way, a westerly line of said 1.934 acre tract, and said existing easterly right-of-way line, a distance of 50.52 feet, to the westerly terminus of the northerly right-of-way line of Regina Graeter Way, a northwesterly corner of said 1.934 acre tract, and the southwesterly corner of Lot 1 of Plat of Subdivision I.A.M.S. Research Park West *Paddock Road, a subdivision of record in Plat Book 342, Page 34, conveyed to Givaudan Flavors Corporation by deed of record in Official Record 8401, Page 1028, located 118.50 feet right of centerline of right-of-way station 471+65.34 for Interstate Route 75;

EXHIBIT A

RX 252 WL

Rev. 06/09

thence South 79 degrees 06 minutes 06 seconds East, with the northerly right-of-way line of Regina Graeter Way, the northerly line of said 1.934 acre tract, and the southerly line of said Lot 1, a distance of 48.43 feet, to an iron pin set, located 166.09 feet right of centerline of right-of-way station 471+74.84 for Interstate Route 75;

thence South 32 degrees 50 minutes 22 seconds West, across said Regina Graeter Way right-of-way and said 1.934 acre tract with the proposed easterly right-of-way for Interstate Route 75, a distance of 53.90 feet, to an iron pin set in the southerly right-of-way line of Regina Graeter Way, a southerly line of said 1.934 acre tract, and the northerly line of said 20.501 acre tract, located 155.18 feet right of centerline of right-of-way station 471+19.10 for Interstate Route 75;

thence North 79 degrees 06 minutes 06 seconds West, with the southerly line of said 1.934 acre tract, the said southerly right-of-way line, and the northerly line of said 20.501 acre tract, a distance of 35.55 feet, to the *POINT OF BEGINNING*, containing 0.048 acre, more or less, from Auditor's Parcel Number 117-0002-0017-90.

Of the above described 0.048 acre, 0.048 acre lies within the present roadway occupied.

All references are to the records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right of Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W"

All bearings shown are for project use only. The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1995). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected National Geodetic Survey monuments 7008, 7016, 5954, and 6937. The portion of the centerline of I-75, having a bearing of North 43 degrees 57 minutes 37 seconds East, is designated the "basis of bearing" for this survey.

This description was prepared by Edward J. Miller, Registered Surveyor No. 8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in August 2011.

EVANS, MECHWART, HAMBLETON & TILTON, INC.
 EDWARD J. MILLER
 8250
 REGISTERED
 PROFESSIONAL SURVEYOR
 STATE OF OHIO
 2/21/17

ATTACHMENT B

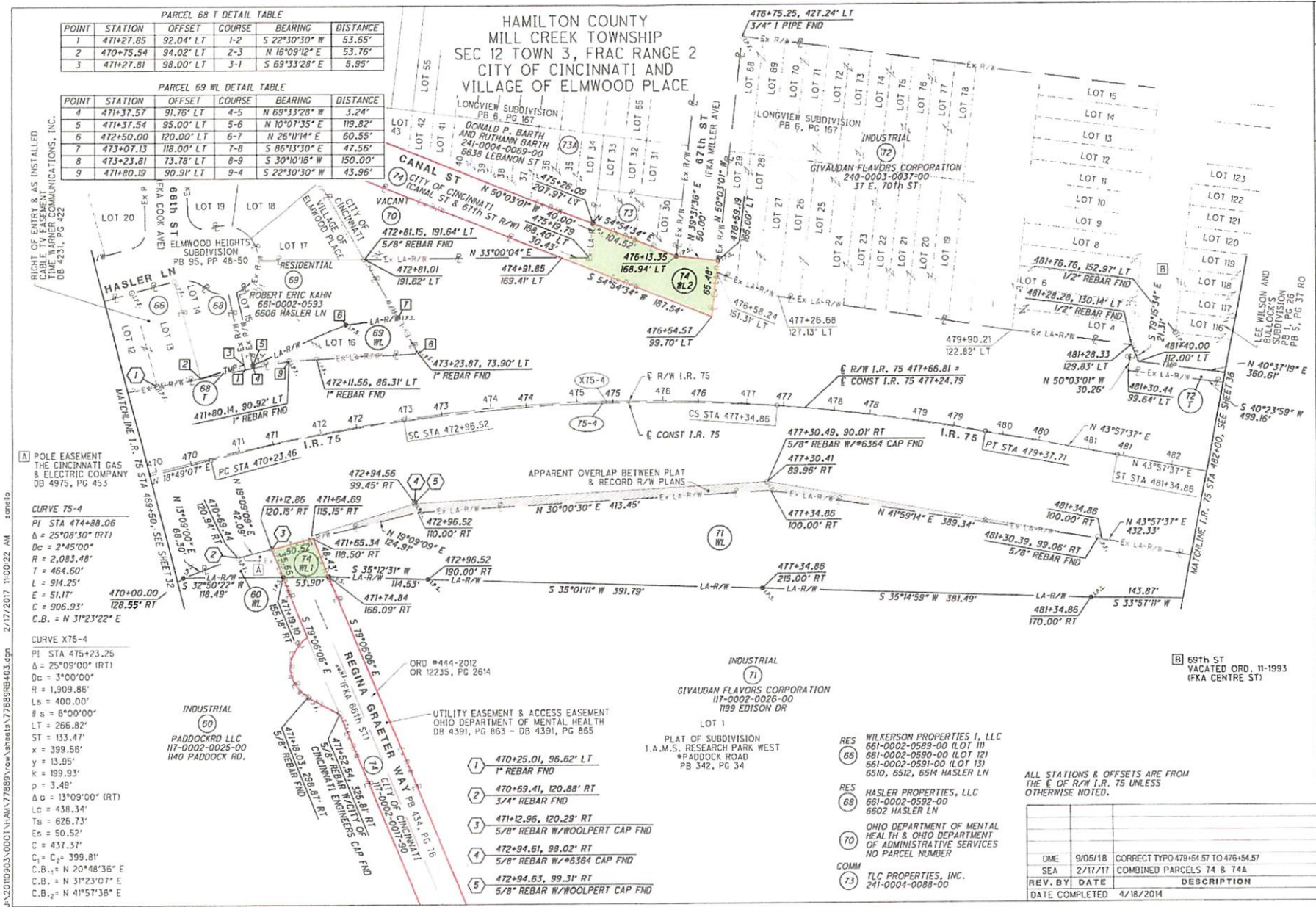
PARCEL 68 T DETAIL TABLE

POINT	STATION	OFFSET	COURSE	BEARING	DISTANCE
1	471+27.85	92.04' LT	1-2	S 22°30'30" W	53.65'
2	470+75.54	94.02' LT	2-3	N 16°09'12" E	53.76'
3	471+27.81	98.00' LT	3-1	S 69°33'28" E	5.95'

PARCEL 69 WL DETAIL TABLE

POINT	STATION	OFFSET	COURSE	BEARING	DISTANCE
4	471+37.57	91.76' LT	4-5	N 69°13'28" W	3.24'
5	471+37.54	95.00' LT	5-6	N 10°07'35" E	119.82'
6	472+50.00	120.00' LT	6-7	N 26°11'14" E	60.55'
7	473+07.13	118.00' LT	7-8	S 86°13'30" E	47.56'
8	473+23.81	73.78' LT	8-9	S 30°10'15" W	150.00'
9	471+80.19	90.93' LT	9-4	S 22°30'30" W	43.96'

HAMILTON COUNTY
MILL CREEK TOWNSHIP
SEC 12 TOWN 3, FRAC RANGE 2
CITY OF CINCINNATI AND
VILLAGE OF ELMWOOD PLACE



RIGHT OF ENTRY & AS INSTALLED
CABLE TV EASEMENT
THE CINCINNATI GAS & ELECTRIC COMPANY
DB 4975, PG 453

A POLE EASEMENT
THE CINCINNATI GAS & ELECTRIC COMPANY
DB 4975, PG 453

CURVE 75-4
PI STA 474+88.06
Δ = 25°09'30" (RT)
Dc = 2'45'00"
R = 2,081.48'
T = 464.60'
L = 914.25'
E = 51.17'
C = 906.93'
C.B. = N 31°23'22" E

CURVE 75-4
PI STA 475+23.25
Δ = 25°09'00" (RT)
Dc = 3'00'00"
R = 1,909.85'
Ls = 400.00'
Bs = 6'00'00"
LT = 266.82'
ST = 133.47'
x = 399.55'
y = 13.95'
k = 189.93'
p = 3.49'
Δc = 13°09'00" (RT)
Lc = 438.34'
Tb = 626.73'
Es = 50.52'
C = 437.37'
C = C₂ + 399.81'
C.B.₁ = N 20°48'36" E
C.B.₂ = N 31°23'07" E
C.B.₃ = N 41°57'38" E

- 1 470+25.01, 96.82' LT
1" REBAR FND
- 2 470+69.41, 120.88' RT
3/4" REBAR FND
- 3 471+2.96, 120.29' RT
5/8" REBAR W/WOOLPERT CAP FND
- 4 472+94.61, 98.02' RT
5/8" REBAR W/#6364 CAP FND
- 5 472+94.63, 99.31' RT
5/8" REBAR W/WOOLPERT CAP FND

- RES 66 WILKERSON PROPERTIES I, LLC
661-0002-0589-00 (LOT 11)
661-0002-0590-00 (LOT 12)
661-0002-0591-00 (LOT 13)
6510, 6512, 6514 HASLER LN
- RES 68 HASLER PROPERTIES, LLC
661-0002-0592-00
6802 HASLER LN
- OHIO DEPARTMENT OF MENTAL HEALTH & OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
NO PARCEL NUMBER
- COMM 73 T/C PROPERTIES, INC.
241-0004-0088-00

ALL STATIONS & OFFSETS ARE FROM
THE E OF R/W I.R. 75 UNLESS
OTHERWISE NOTED.

DME	9/05/18	CORRECT TYPO 479+54.57 TO 476+54.57
SEA	2/11/17	COMBINED PARCELS 74 & 74A
REV. BY	DATE	DESCRIPTION
DATE COMPLETED	4/18/2014	



PID NO.
77889

RIGHT OF WAY BOUNDARY SHEET
STA 469+50 TO STA 482+00

HAM-75-7.85

34 / 52
1581
1716

J:\2010\9003\0001\HAM-75-7.85\Drawings\77889-85-01.dgn 2/17/2017 11:00:22 AM sscs10

LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$300, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto and depicted on Exhibit B (Site Plan) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 74-WL2

ODOT Project: HAM 75-7.85

Being part of Hamilton County Current Tax Parcel Nos.: none (unimproved municipal right-of-way)

Prior Instrument Reference: Plat Book 6, Page 167

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

(A) Creation of Utility Easements. Any public utility affected by the City's conveyance of project parcel 74-WL2 shall have a permanent easement in such portion of project parcel 74-WL2 for the purpose of operating, maintaining, repairing, reconstructing, and removing any existing utility facilities and for purposes of access to said facilities. Any damage done to said utility facilities shall be repaired at Grantee's expense. The relocation of any utilities in such portion of project parcel 74-WL2 shall be at Grantee's expense and to the satisfaction of the affected public utility, upon Grantee's request, the affected public utility shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

(B) Repurchase Rights. Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase

shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. [____]-2021, passed by Cincinnati City Council on [____], 2021

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Limited Warranty Deed

Project: HAM 75-7.85
Project Parcel: 74-WL2

EXHIBIT A

Page 1 of 3

Rev. 06/09

RX 252 WL
JH
Ver. Date 02/21/2014

PID 77889

**PARCEL 74-WL2
HAM-75-7.85
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the left side of the centerline of right of way of Interstate Route 75 as shown on a centerline survey plat made in 2014 for the Ohio Department of Transportation titled "HAM-75-7.85" as recorded in Plat Book 444, Pages 7-14 of the records of Hamilton County:

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, lying in Section 12, Township 3, Fractional Range 2, being out of the right-of-way of Canal Street (50 foot right-of-way width) and 67th Street (50 foot right-of-way width, formerly Miller Avenue) as demonstrated on the plat Longview Subdivision, a subdivision of record in Plat Book 6, Page 167, and described as follows:

BEGINNING at an iron pin set at the northeasterly corner of Lot 30 of said Longview Subdivision conveyed to TLC Properties, Inc. by deed of record in Official Record 10412, Page 1940 and at the intersection of the northerly right-of-way line of Canal Street with the westerly right-of-way line of 67th Street, located 168.94 feet left of centerline of right-of-way station 476+13.35 for Interstate Route 75;

thence North 39 degrees 31 minutes 36 seconds East, across the right-of-way of 67th Street with the westerly proposed limited access right-of-way line for Interstate Route 75, a distance of 50.00 feet to an iron pin set in the westerly line of Lot 29 of said Longview Subdivision conveyed to Givaudan Flavors Corporation by deed of record in Official Record 10985, Page 349 and the easterly right-of-way line of 67th Street, located 165.00 feet left of centerline of right-of-way station 476+59.19 for Interstate Route 75;

EXHIBIT A

Page 2 of 3

RX 252 WL

Rev. 06/09

thence South 50 degrees 03 minutes 01 seconds East, partly with the westerly line of said Lot 29, with said easterly right-of-way line, said easterly right-of-way line extended, and the westerly existing limited access right-of-way line for Interstate Route 75, a distance of 65.48 feet to a point, located 99.70 feet left of centerline of right-of-way station 476+54.57 for Interstate Route 75;

thence South 54 degrees 54 minutes 34 seconds West, with the southerly right-of-way line of Canal Street, a distance of 187.54 feet, to a point in said westerly existing limited access right-of-way line, located 169.41 feet left of centerline of right-of-way station 474+91.85 for Interstate Route 75 ;

thence across the right-of-way of Canal Street with said westerly existing limited access right-of-way line, the following two (2) courses:

North 33 degrees 00 minutes 04 seconds East, a distance of 30.43 feet, to a point, located 168.40 feet left of centerline of right-of-way station 475+19.79 for Interstate Route 75;

North 50 degrees 03 minutes 01 seconds West, a distance of 40.00 feet, to a point in the southerly line of Lot 34 of said Longview Subdivision conveyed to Donald P. Barth and Ruthann Barth by deed of record in Official Record 7442, Page 1343, the northerly right-of-way line of Canal Street, and said westerly proposed limited access right-of-way line, located 207.97 feet left of centerline of right-of-way station 475+26.09 for Interstate Route 75;

thence North 54 degrees 54 minutes 34 seconds East, with southerly line of said Lot 34, the southerly line of Lots 33, 32, and 31 of said Longview Subdivision conveyed to TLC Properties, Inc. by deed of record in Official Record 10412, Page 1940, the southerly line of said Lot 30, said northerly right-of-way line, a distance of 104.52 feet, to the *POINT OF BEGINNING*, containing 0.191 acre, more or less, no Auditor's Parcel Number.

Of the above described 0.191 acre, 0.191 acre lies within the present roadway occupied.

All references are to the records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right of Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W"

EXHIBIT A

RX 252 WL

Page 3 of 3
Rev. 06/09

All bearings shown are for project use only. The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1995). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected National Geodetic Survey monuments 7008, 7016, 6954, and 6937. The portion of the centerline of I-75, having a bearing of North 43 degrees 57 minutes 37 seconds East, is designated the "basis of bearing" for this survey.

This description was prepared by Edward J. Miller, Registered Surveyor No. 8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in August 2011.

EVANS, MECHWART, HAMBLETON & TILTON, INC. 2/21/17

Edward J. Miller
Professional Surveyor No. 8250

EJM:sg
74W1.2.0_191 ac Cinal67thROW 20110903.doc

[SPACE ABOVE FOR RECORDER'S USE]

LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$300, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto and depicted on Exhibit B (Site Plan) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 74-WL1

ODOT Project: HAM 75-7.85

Being part of Hamilton County Current Tax Parcel Nos.: 117-0002-0017-90

Prior Instrument Reference: Deed Book 4231, Page 711, Deed Book 4271, Page 14, Official Record Book 10137, Page 1393, Official Record Book 10151, Page 3033, Official Record Book 12134, Page 1663, Official Record Book 12235, Page 2614, Hamilton County Recorder's Office.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

(A) Creation of Utility Easements. Any public utility affected by the City's conveyance of project parcel 74-WL1 shall have a permanent easement in such portion of project parcel 74-WL1 for the purpose of operating, maintaining, repairing, reconstructing, and removing any existing utility facilities and for purposes of access to said facilities. Any damage done to said utility facilities shall be repaired at Grantee's expense. The relocation of any utilities in such portion of project parcel 74-WL1 shall be at Grantee's expense and to the satisfaction of the affected public utility, upon Grantee's request, the affected public utility shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

(B) Repurchase Rights. Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code.

Exhibit A
to Limited Warranty Deed

Project: HAM 75-7.85
Project Parcel: 74-WL1

EXHIBIT A

RX 252 WL

Ver. Date 02/21/2017

Page 1 of 2
Rev. 06/09
PID 77889

**PARCEL 74-WL1
HAM-75-7.85
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right side of the centerline of right of way of Interstate Route 75 as shown on a centerline survey plat made in 2014 for the Ohio Department of Transportation titled "HAM-75-7.85" as recorded in Plat Book 444, Pages 7-14 of the records of Hamilton County:

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, lying in Section 12, Township 3, Fractional Range 2, being out of the 1.934 acre tract conveyed to the City of Cincinnati by deed of record in Official Record 12134, Page 1663 and Regina Graeter Way dedicated as right-of-way in Plat Book 434, Page 76 and Ordinance Number 0444-2012 (Official Record 12235, Page 2614), and described as follows:

BEGINNING at the westerly terminus of the southerly right-of-way line of Regina Graeter Way, a southwesterly corner of said 1.934 acre tract, the northwesterly corner of the remainder of the 20.501 acre tract conveyed to Paddockrd LLC by deed of record in Official Record 12127, Page 1419, and in the existing easterly right-of-way line of Interstate Route 75 (referencing a 5/8 inch iron rebar with a "Woolpert" cap found, located 120.29 feet right of centerline of right-of-way station 471+12.96 for Interstate Route 75), located 120.15 feet right of centerline of right-of-way station 471+12.86 for Interstate Route 75;

thence North 19 degrees 09 minutes 09 seconds East, with the westerly terminus of Regina Graeter Way, a westerly line of said 1.934 acre tract, and said existing easterly right-of-way line, a distance of 50.52 feet, to the westerly terminus of the northerly right-of-way line of Regina Graeter Way, a northwesterly corner of said 1.934 acre tract, and the southwesterly corner of Lot 1 of Plat of Subdivision I.A.M.S. Research Park West *Paddock Road, a subdivision of record in Plat Book 342, Page 34, conveyed to Givaudan Flavors Corporation by deed of record in Official Record 8401, Page 1028, located 118.50 feet right of centerline of right-of-way station 471+65.34 for Interstate Route 75;

EXHIBIT A

RX 252 WL

thence South 79 degrees 06 minutes 06 seconds East, with the northerly right-of-way line of Regina Graeter Way, the northerly line of said 1.934 acre tract, and the southerly line of said Lot 1, a distance of 48.43 feet, to an iron pin set, located 166.09 feet right of centerline of right-of-way station 471+74.84 for Interstate Route 75;

thence South 32 degrees 50 minutes 22 seconds West, across said Regina Graeter Way right-of-way and said 1.934 acre tract with the proposed easterly right-of-way for Interstate Route 75, a distance of 53.90 feet, to an iron pin set in the southerly right-of-way line of Regina Graeter Way, a southerly line of said 1.934 acre tract, and the northerly line of said 20.501 acre tract, located 155.18 feet right of centerline of right-of-way station 471+19.10 for Interstate Route 75;

thence North 79 degrees 06 minutes 06 seconds West, with the southerly line of said 1.934 acre tract, the said southerly right-of-way line, and the northerly line of said 20.501 acre tract, a distance of 35.55 feet, to the *POINT OF BEGINNING*, containing 0.048 acre, more or less, from Auditor's Parcel Number 117-0002-0017-90.

Of the above described 0.048 acre, 0.048 acre lies within the present roadway occupied.

All references are to the records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right of Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W"

All bearings shown are for project use only. The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1995). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected National Geodetic Survey monuments 7008, 7016, 5954, and 6937. The portion of the centerline of I-75, having a bearing of North 43 degrees 57 minutes 37 seconds East, is designated the "basis of bearing" for this survey.

This description was prepared by Edward J. Miller, Registered Surveyor No. 8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in August 2011.

EVANS, MECHWART, HAMBLETON & TILTON, INC.
 EDWARD J. MILLER
 8250
 REGISTERED SURVEYOR
 PROFESSIONAL SURVEYOR NO. 8250
 Edward J. Miller
 Professional Surveyor No. 8250

2/21/17



PID NO. 77889

RAW DESIGNER JMM R/W REVIEWER EJM

RIGHT OF WAY BOUNDARY SHEET STA 469+50 TO STA 482+00

HAM-75-7.85

34 / 52

1581 1716

PARCEL 68 T DETAIL TABLE

POINT	STATION	OFFSET	COURSE	BEARING	DISTANCE
1	471+27.85	92.04' LT	1-2	S 22°30'30" W	53.65'
2	470+75.54	94.02' LT	2-3	N 16°09'12" E	53.76'
3	471+27.81	98.00' LT	3-1	S 69°33'28" E	5.95'

PARCEL 69 WL DETAIL TABLE

POINT	STATION	OFFSET	COURSE	BEARING	DISTANCE
4	471+37.57	91.76' LT	4-5	N 69°33'28" W	3.24'
5	471+37.54	95.00' LT	5-6	N 10°07'35" E	119.82'
6	472+50.00	120.00' LT	6-7	N 26°11'14" E	60.55'
7	473+07.13	118.00' LT	7-8	S 86°13'30" E	47.56'
8	473+23.81	73.78' LT	8-9	S 30°10'16" W	150.00'
9	471+80.19	90.91' LT	9-4	S 22°30'30" W	43.96'

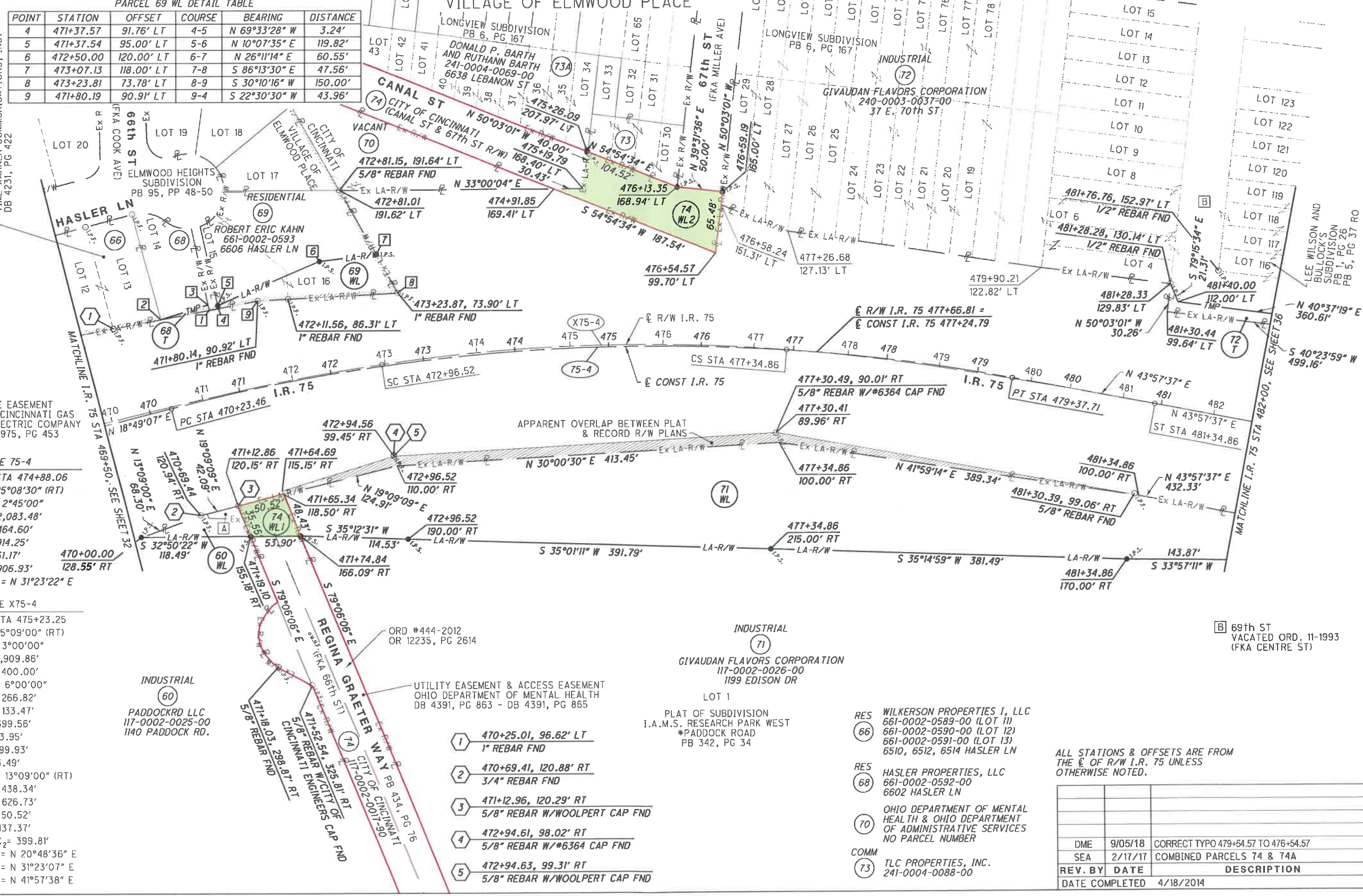
HAMILTON COUNTY
MILL CREEK TOWNSHIP
SEC 12 TOWN 3, FRAC RANGE 2
CITY OF CINCINNATI AND
VILLAGE OF ELMWOOD PLACE

RIGHT OF ENTRY & AS INSTALLED
CABLE TV EASEMENT
TIME WARNER COMMUNICATIONS, INC.
DB 4231, PG 422

A POLE EASEMENT
THE CINCINNATI GAS
& ELECTRIC COMPANY
DB 4975, PG 453

CURVE 75-4
PI STA 474+88.06
Δ = 25°08'30" (RT)
Dc = 2°45'00"
R = 2,083.48'
T = 464.60'
L = 914.25'
E = 51.17'
C = 906.93'
C.B. = N 31°23'22" E

CURVE X75-4
PI STA 475+23.25
Δ = 25°09'00" (RT)
Dc = 3°00'00"
R = 1,909.86'
Ls = 400.00'
θs = 6°00'00"
LT = 266.82'
ST = 133.47'
x = 399.56'
y = 13.95'
k = 199.93'
p = 3.49'
Δc = 13°09'00" (RT)
Lc = 438.34'
Ts = 626.73'
Es = 50.52'
C = 437.37'
C₁ = C₂ = 399.81'
C.B.₁ = N 20°48'36" E
C.B. = N 31°23'07" E
C.B.₂ = N 41°57'38" E



- 1 470+25.01, 96.62' LT
1" REBAR FND
- 2 470+69.41, 120.88' RT
3/4" REBAR FND
- 3 471+12.96, 120.29' RT
5/8" REBAR W/WOOLPERT CAP FND
- 4 472+94.61, 98.02' RT
5/8" REBAR W/#6364 CAP FND
- 5 472+94.63, 99.31' RT
5/8" REBAR W/WOOLPERT CAP FND

- RES 66 WILKERSON PROPERTIES I, LLC
661-0002-0589-00 (LOT 11)
661-0002-0590-00 (LOT 12)
661-0002-0591-00 (LOT 13)
6510, 6512, 6514 HASLER LN
- RES 68 HASLER PROPERTIES, LLC
661-0002-0592-00
6602 HASLER LN
- 70 OHIO DEPARTMENT OF MENTAL
HEALTH & OHIO DEPARTMENT
OF ADMINISTRATIVE SERVICES
NO PARCEL NUMBER
- COMM 73 TLC PROPERTIES, INC.
241-0004-0088-00

ALL STATIONS & OFFSETS ARE FROM
THE C OF R/W I.R. 75 UNLESS
OTHERWISE NOTED.

REV. BY	DATE	DESCRIPTION
DME	9/05/18	CORRECT TYPO 479+54.57 TO 476+54.57
SEA	2/17/17	COMBINED PARCELS 74 & 74A
DATE COMPLETED	4/18/2014	

Date: August 4, 2021

To: Mayor and Members of City Council 202102562
From: Paula Boggs Muething, City Manager
Subject: ORDINANCE –SALE OF REAL PROPERTY AT THE SOUTHWEST CORNER OF THE INTERESTECTION OF FRANK STREET AND ARTIST ALLEY

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Mark A. Rosenzweig and Shirley F. Rosenzweig for the sale of City-owned real property located at the southwest corner of the intersection of Frank Street and Artist Alley in the Pendleton neighborhood.

The City of Cincinnati owns certain real property located at the southwest corner of the intersection of Frank Street and Artist Alley in the Pendleton neighborhood (“Property”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”).

Mark A. Rosenzweig and Shirley F. Rosenzweig (“Petitioners”) desire to purchase the Property from the City for consolidation with Petitioners’ adjoining real property.

The City Manager, upon consultation with DOTE, has determined that the Property is not needed for transportation or any other municipal purpose, that there is good cause to sell the Property, and that such sale will not be detrimental to the general interest.

The approximate fair market value of the Property is \$210, which Petitioners have agreed to pay.

The City Planning Commission approved the sale of the Property at its meeting on June 4, 2021.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Sale Agreement

cc: John S. Brazina, Director, Transportation and Engineering

City of Cincinnati

CHM

AWB

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Mark A. Rosenzweig and Shirley F. Rosenzweig for the sale of City-owned real property located at the southwest corner of the intersection of Frank Street and Artist Alley in the Pendleton neighborhood.

WHEREAS, the City owns certain real property located at the southwest corner of the intersection of Frank Street and Artist Alley in the Pendleton neighborhood, as more particularly described and depicted in the *Property Sale Agreement* attached to this ordinance as Attachment A (the “Property”), which Property is under the management of the City’s Department of Transportation and Engineering (“DOTTE”); and

WHEREAS, Mark A. Rosenzweig and Shirley F. Rosenzweig (“Petitioners”) desire to purchase the Property from the City for consolidation with Petitioners’ adjoining real property; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, being the officer having the custody and control of the Property, and upon consultation with DOTTE, has determined that the Property is not needed for transportation or any other municipal purpose, that there is good cause to sell the Property, and that such sale will not be detrimental to the general interest; and

WHEREAS, the City’s Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is \$210, which Petitioners have agreed to pay; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Property at its meeting on June 4, 2021; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to execute a *Property Sale Agreement* with Mark A. Rosenzweig and Shirley F. Rosenzweig (“Petitioners”), in substantially

the form attached to this ordinance as Attachment A, incorporated herein by reference, pursuant to which the City of Cincinnati will sell to Petitioners approximately 0.001 acres of City property located at the southwest corner of the intersection of Frank Street and Artist Alley in Pendleton, as more particularly described as follows (the "Property"):

Situated in the State of Ohio, Hamilton County, City of Cincinnati, in Section 18, Town 4, Fractional Range 1, Miami Purchase and being more particularly described as follows:

Commencing at a cross-notch set on top of a stonewall at the intersection of the west line of Frank Street (40 foot R/W) with the north line of East Thirteenth Street (60 foot R/W), a 5/8" iron pin set as a witness to said cross-notch, bearing S. 00° 03' 54" W., 5.00 feet, and being the southeast corner of the land of Mark A. Rosenzweig and Shirley F. Rosenzweig (O.R. 14085, Pg. 183);

Thence, with the west line of Frank Street, N. 00° 03' 54" E., 76.50 feet to a cross-notch set in a concrete sidewalk, being the southeast corner of a parcel conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Records Office and being the POINT OF BEGINNING;

Thence, with the southwesterly line of the parcel of said City of Cincinnati, N. 57° 25' 30" W., 26.93 feet to a mag nail set in a brick driveway, said nail being S. 57° 25' 30" E., 2.71 feet from the northwest corner of said land conveyed to the City of Cincinnati;

Thence, leaving said southwesterly line, following nine inches behind an existing curb, and being new division lines for the next three courses: along a curve to the right with a radius of 16.00 feet, an arc length of 6.26 feet to a mag nail set in a brick driveway, the chord of said arc bears S. 73° 36' 17" E., a distance of 6.22 feet;

Thence, S. 62° 23' 16" E., 12.30 feet to a 5/8" iron pin set;

Thence, along a curve to the right with a radius of 23.25 feet, an arc length of 7.29 feet to a cross-notch set in a concrete sidewalk and in the west line of said Frank Street, the chord of said arc bears S. 53° 24' 42" E., a distance of 7.26 feet;

Thence, with the west line of Frank Street, S. 00° 03' 54" W., 2.72 feet to the point of beginning.

Contains an area of 0.0013 acre or 55.67 square feet of land, more or less.

Subject to all legal highways, easements, restrictions, and zoning regulations of record.

The bearings in the above description are based on the Dedication Plat of New Liberty Street, which is based on Drawing No. E-316-98 in the City of Cincinnati Engineer's Office, the S. 00° 03' 54" W. bearing along Frank Street being held. This Dedication Plat involves parcel numbers 075-0002-0194 thru 0198, and is also in the Hamilton County Engineers file of surveys.

Being a part of the land conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and identified as parcel number 075-0002-0223 on the Tax Maps of said County.

Section 2. That the Property is not needed for transportation or any other municipal purpose, that there is good cause to sell the Property, and that such sale will not be detrimental to the general interest.

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$210, which Petitioners have agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioners own the adjoining property and, as a practical matter, only an abutting property owner would have any practical use for the Property.

Section 5. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby

authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing any and all ancillary agreements, deeds, plats, and other documents to facilitate the vacation and sale of the Property to Petitioner, including by executing a *Property Sale Agreement* in substantially the form attached to this ordinance as Attachment A.

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

Section 9. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: Frank Street & Artist Alley

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **MARK A. ROSENZWEIG & SHIRLEY F. ROSENZWEIG**, husband and wife, whose tax mailing address is 548 E. 13th Street, Cincinnati, OH 45202 (collectively, "**Purchaser**").

Recitals:

A. The City owns certain real property located at the southwest corner of the intersection of the public ways designated as Frank Street and Artist Alley in the Pendleton neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Property**"), which Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. Purchaser owns certain real property adjoining the Property, as more particularly depicted on Exhibit B (Site Survey) hereto ("**Purchaser's Property**"), and desires to purchase from the City a portion of the Property, as more particularly depicted and described on Exhibit C (Form of Quitclaim Deed) hereto (the "**Sale Property**") to consolidate said Sale Property with Purchaser's Property.

C. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose.

D. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$210.00, which has been deposited with the City Treasurer.

E. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser's Property abuts the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on June 4, 2021.

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

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$210.00 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. **Closing.**

(A) **Conditions.** The closing on the City's sale of the Sale Property to Purchaser (the "**Closing**") shall not occur unless and until the following conditions have been satisfied (the "**Conditions**"); *provided*,

however, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

- (i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats and Legal Descriptions: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property;
- (iv) Coordinated Report Conditions (CR #71-2020):

(a) DOTE:

- 1. The existing utilities must be granted easements or relocated at Purchaser's expense.
- 2. The Purchaser is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.
- 3. Frank Street and Artist Alley must be articulated with a curb, sidewalk, and/or curb cut, to be approved by DOTE. The City shall also retain nine inches from back of curb for future maintenance work, and sell to Purchaser the balance of right-of-way not in the roadway.
- 4. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

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

(D) Closing Costs and Closing Documents. At the Closing, (i) City shall confirm that Purchaser has paid the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all

Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

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

4. Representations, Warranties, and Covenants of Purchaser. Purchaser makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

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

(ii) Purchaser's execution, delivery, and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or any mortgage, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser in violation or default of any of the foregoing.

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

(iv) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.

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

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

5. General Provisions.

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

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

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

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

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

(H) Brokers. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

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

(J) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in the property sale, and Purchaser shall take appropriate steps to assure compliance.

(K) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

(L) Counterparts; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

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

{00342849-1}

Exhibit A – *Legal Description -the Property*
Exhibit B – *Site Survey*
Exhibit C – *Form of Quit Claim Deed*

[signature pages follow]

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

Mark A. Rosenzweig

Date: _____, 2021

Shirley F. Rosenzweig

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description -the Property

Situate in Section 18, Town 4, Fractional Range 1,
Cincinnati Township, Hamilton County, Ohio, and more
particularly described as follows:

Beginning at the intersection of the southerly line of
Noah Alley and the westerly line of Frank Street; thence
southwardly, along the westerly line of Frank Street, 16.0
feet, more or less; thence northwestwardly, 30.0 feet more
or less, to the southerly line of Noah Alley; thence east-
wardly, along the southerly line of Noah Alley, 25.0 feet,
more or less, to the place of beginning.

Being part of the same premises conveyed to the grantor
herein by deed recorded in Deed Book 2300, page 472,
Hamilton County, Ohio, deed records.

EXHIBIT B
to Property Sale Agreement

Site Survey

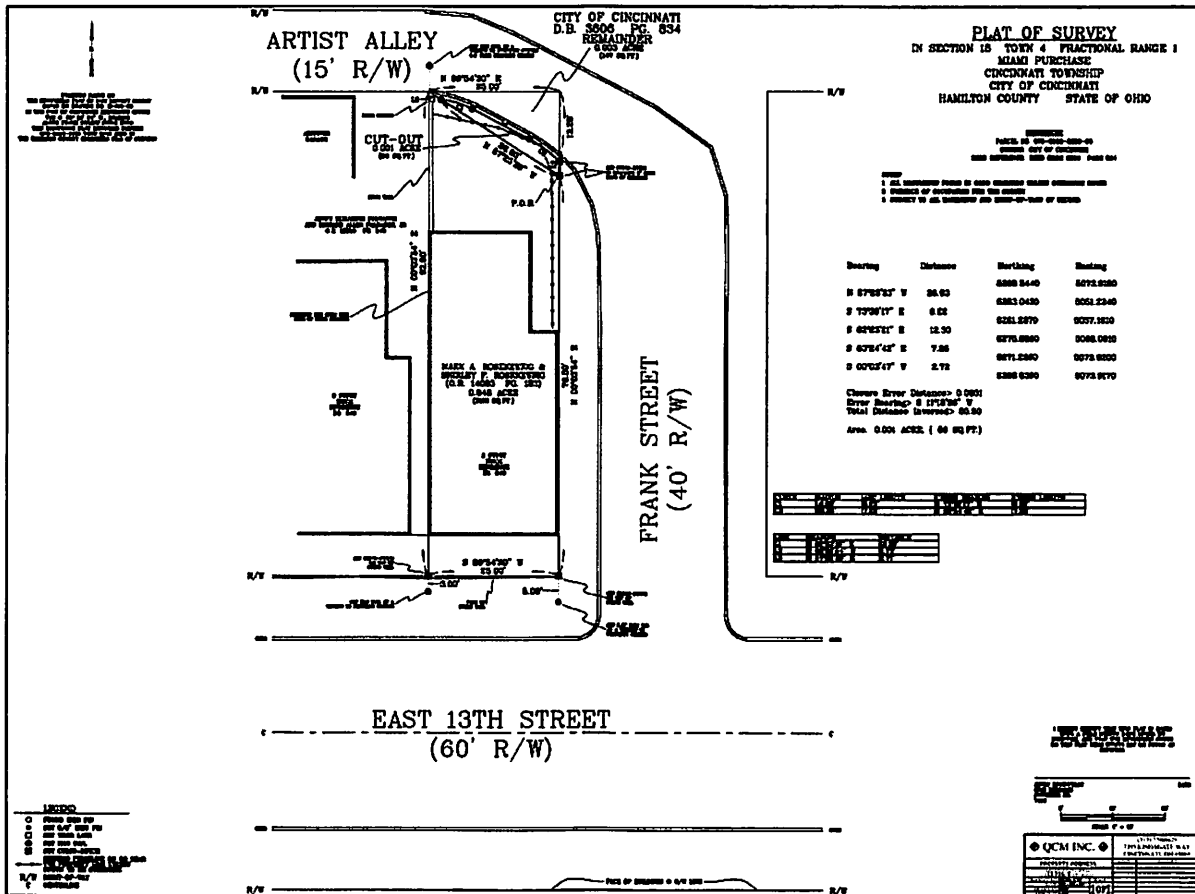


Exhibit C
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Quitclaim Deed
Survey Plat

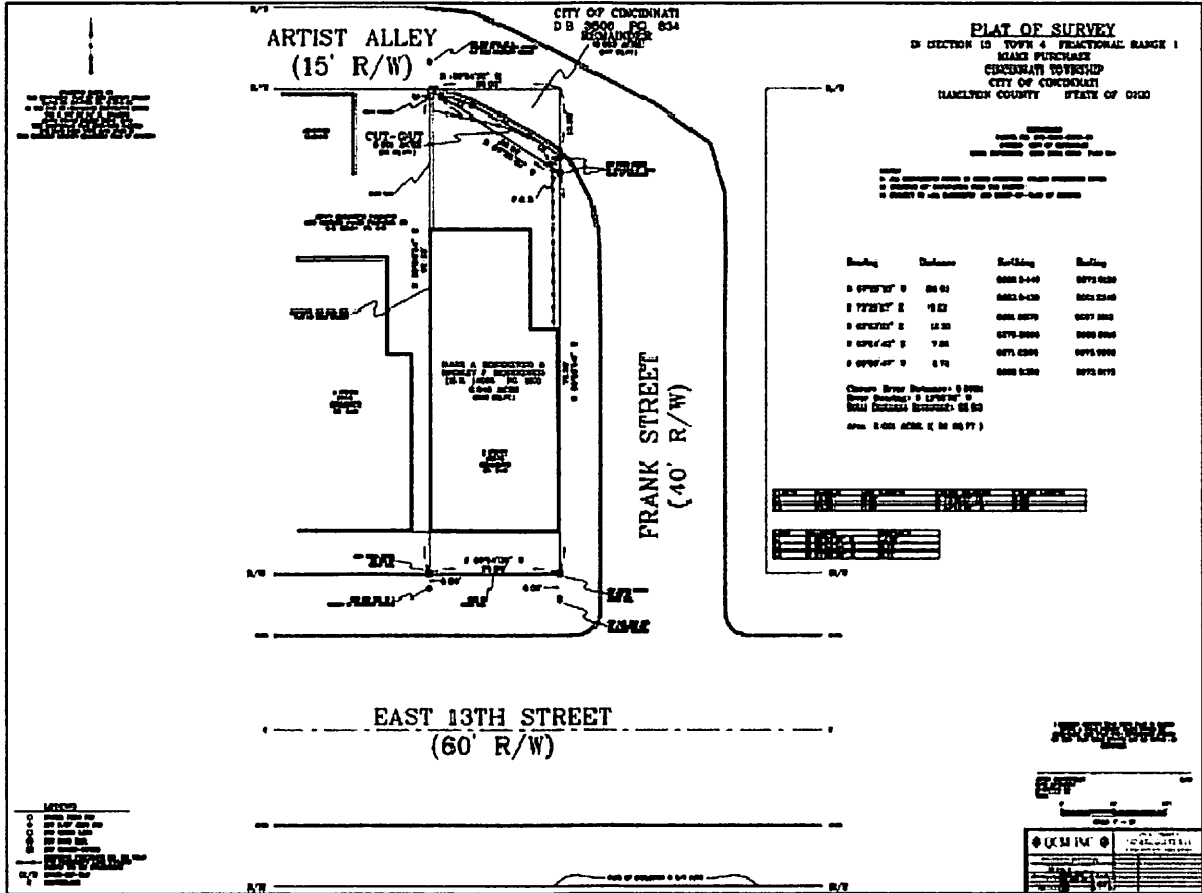


Exhibit B
to Quitclaim Deed
Legal Description

Situated in the State of Ohio, Hamilton County, City of Cincinnati, in Section 18, Town 4, Fractional Range 1, Miami Purchase and being more particularly described as follows:

Commencing at a cross-notch set on top of a stonewall at the intersection of the west line of Frank Street (40 foot R/W) with the north line of East Thirteenth Street (60 foot R/W), a 5/8" iron pin set as a witness to said cross-notch, bearing S. 00° 03' 54" W., 5.00 feet, and being the southeast corner of the land of Mark A. Rosenzweig and Shirley F. Rosenzweig (O.R. 14085, Pg. 183);

Thence, with the west line of Frank Street, N. 00° 03' 54" E., 76.50 feet to a cross-notch set in a concrete sidewalk, being the southeast corner of a parcel conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and being the POINT OF BEGINNING;

Thence, with the southwesterly line of the parcel of said City of Cincinnati, N. 57° 25' 30" W., 26.93 feet to a mag nail set in a brick driveway, said nail being S. 57° 25' 30" E., 2.71 feet from the northwest corner of said land conveyed to the City of Cincinnati;

Thence, leaving said southwesterly line, following nine inches behind an existing curb, and being new division lines for the next three courses: along a curve to the right with a radius of 16.00 feet, an arc length of 6.26 feet to a mag nail set in a brick driveway, the chord of said arc bears S. 73° 36' 17" E., a distance of 6.22 feet;

Thence, S. 62° 23' 16" E., 12.30 feet to a 5/8" iron pin set;

Thence, along a curve to the right with a radius of 23.25 feet, an arc length of 7.29 feet to a cross-notch set in a concrete sidewalk and in the west line of said Frank Street, the chord of said arc bears S. 53° 24' 42" E., a distance of 7.26 feet;

Thence, with the west line of Frank Street, S. 00° 03' 54" W., 2.72 feet to the point of beginning.

Contains an area of 0.0013 acre or 55.67 square feet of land, more or less.

Subject to all legal highways, easements, restrictions, and zoning regulations of record.

The bearings in the above description are based on the Dedication Plat of New Liberty Street, which is based on Drawing No. E-316-98 in the City of Cincinnati Engineer's Office, the S. 00° 03' 54" W. bearing along Frank Street being held. This Dedication Plat involves parcel numbers 075-0002-0194 thru 0198, and is also in the Hamilton County Engineers file of surveys.

Being a part of the land conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and identified as parcel number 075-0002-0223 on the Tax Maps of said County.

The above description is taken from and in accordance with a field survey and plat made under the direction of Jerry Rosenfeldt, Ohio Licensed Surveyor No. 7598, with Q.C.M. Inc., dated February 25, 2021.

Contract No. _____

Property: Frank Street & Artist Alley

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **MARK A. ROSENZWEIG & SHIRLEY F. ROSENZWEIG**, husband and wife, whose tax mailing address is 548 E. 13th Street, Cincinnati, OH 45202 (collectively, "**Purchaser**").

Recitals:

A. The City owns certain real property located at the southwest corner of the intersection of the public ways designated as Frank Street and Artist Alley in the Pendleton neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Property**"), which Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. Purchaser owns certain real property adjoining the Property, as more particularly depicted on Exhibit B (Site Survey) hereto ("**Purchaser's Property**"), and desires to purchase from the City a portion of the Property, as more particularly depicted and described on Exhibit C (Form of Quitclaim Deed) hereto (the "**Sale Property**") to consolidate said Sale Property with Purchaser's Property.

C. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose.

D. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$210.00, which has been deposited with the City Treasurer.

E. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser's Property abuts the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on June 4, 2021.

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

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$210.00 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. Closing.

(A) Conditions. The closing on the City's sale of the Sale Property to Purchaser (the "**Closing**") shall not occur unless and until the following conditions have been satisfied (the "**Conditions**"); *provided*,

however, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

- (i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats and Legal Descriptions: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property;
- (iv) Coordinated Report Conditions (CR #71-2020):

(a) DOTE:

1. The existing utilities must be granted easements or relocated at Purchaser's expense.
2. The Purchaser is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.
3. Frank Street and Artist Alley must be articulated with a curb, sidewalk, and/or curb cut, to be approved by DOTE. The City shall also retain nine inches from back of curb for future maintenance work, and sell to Purchaser the balance of right-of-way not in the roadway.
4. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

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

(D) Closing Costs and Closing Documents. At the Closing, (i) City shall confirm that Purchaser has paid the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all

Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

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

4. Representations, Warranties, and Covenants of Purchaser. Purchaser makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

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

(ii) Purchaser's execution, delivery, and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or any mortgage, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser in violation or default of any of the foregoing.

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

(iv) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.

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

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

5. General Provisions.

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

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

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

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

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

(H) Brokers. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

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

(J) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in the property sale, and Purchaser shall take appropriate steps to assure compliance.

(K) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

(L) Counterparts; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

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

Exhibit A – *Legal Description -the Property*
Exhibit B – *Site Survey*
Exhibit C – *Form of Quit Claim Deed*

[signature pages follow]

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

Mark A. Rosenzweig

Date: _____, 2021

Shirley F. Rosenzweig

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description -the Property

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County, Ohio, and more particularly described as follows:

Beginning at the intersection of the southerly line of Noah Alley and the westerly line of Frank Street; thence southwardly, along the westerly line of Frank Street, 16.0 feet, more or less; thence northwestwardly, 30.0 feet more or less, to the southerly line of Noah Alley; thence eastwardly, along the southerly line of Noah Alley, 25.0 feet, more or less, to the place of beginning.

Being part of the same premises conveyed to the grantor herein by deed recorded in Deed Book 2300, page 472, Hamilton County, Ohio, deed records.

EXHIBIT B
to Property Sale Agreement

Site Survey

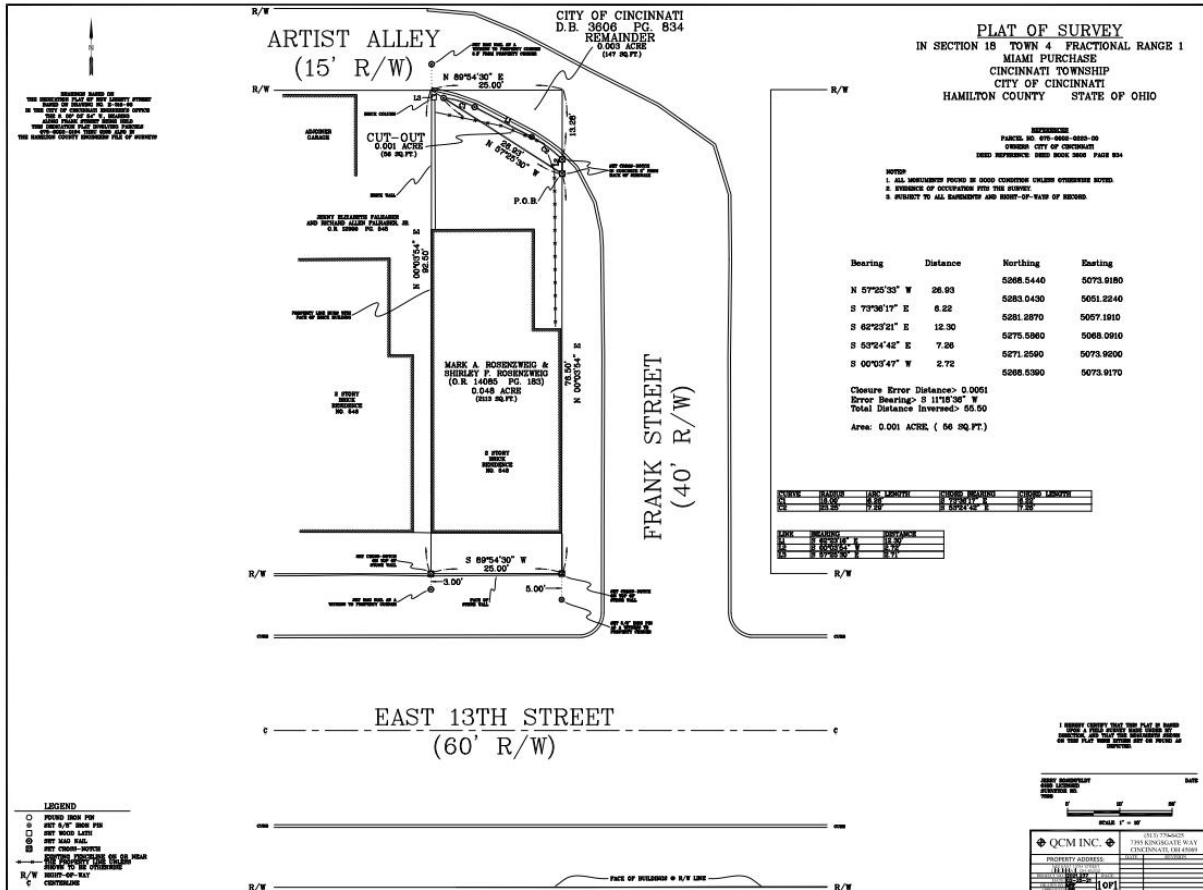


Exhibit C
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Quitclaim Deed
Survey Plat

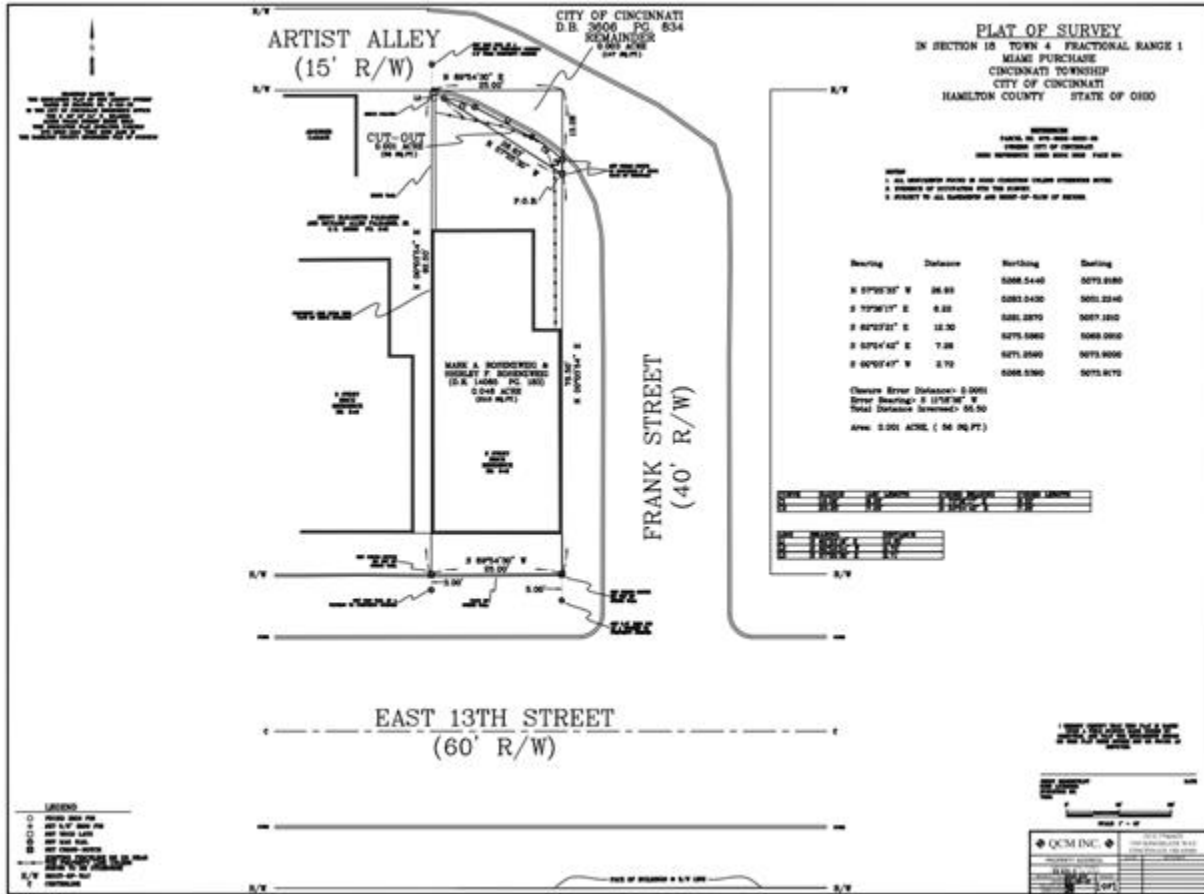


Exhibit B
to Quitclaim Deed
Legal Description

Situated in the State of Ohio, Hamilton County, City of Cincinnati, in Section 18, Town 4, Fractional Range 1, Miami Purchase and being more particularly described as follows:

Commencing at a cross-notch set on top of a stonewall at the intersection of the west line of Frank Street (40 foot R/W) with the north line of East Thirteenth Street (60 foot R/W), a 5/8" iron pin set as a witness to said cross-notch, bearing S. 00° 03' 54" W., 5.00 feet, and being the southeast corner of the land of Mark A. Rosenzweig and Shirley F. Rosenzweig (O.R. 14085, Pg. 183);

Thence, with the west line of Frank Street, N. 00° 03' 54" E., 76.50 feet to a cross-notch set in a concrete sidewalk, being the southeast corner of a parcel conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and being the POINT OF BEGINNING;

Thence, with the southwesterly line of the parcel of said City of Cincinnati, N. 57° 25' 30" W., 26.93 feet to a mag nail set in a brick driveway, said nail being S. 57° 25' 30" E., 2.71 feet from the northwest corner of said land conveyed to the City of Cincinnati;

Thence, leaving said southwesterly line, following nine inches behind an existing curb, and being new division lines for the next three courses: along a curve to the right with a radius of 16.00 feet, an arc length of 6.26 feet to a mag nail set in a brick driveway, the chord of said arc bears S. 73° 36' 17" E., a distance of 6.22 feet;

Thence, S. 62° 23' 16" E., 12.30 feet to a 5/8" iron pin set;

Thence, along a curve to the right with a radius of 23.25 feet, an arc length of 7.29 feet to a cross-notch set in a concrete sidewalk and in the west line of said Frank Street, the chord of said arc bears S. 53° 24' 42" E., a distance of 7.26 feet;

Thence, with the west line of Frank Street, S. 00° 03' 54" W., 2.72 feet to the point of beginning.

Contains an area of 0.0013 acre or 55.67 square feet of land, more or less.

Subject to all legal highways, easements, restrictions, and zoning regulations of record.

The bearings in the above description are based on the Dedication Plat of New Liberty Street, which is based on Drawing No. E-316-98 in the City of Cincinnati Engineer's Office, the S. 00° 03' 54" W. bearing along Frank Street being held. This Dedication Plat involves parcel numbers 075-0002-0194 thru 0198, and is also in the Hamilton County Engineers file of surveys.

Being a part of the land conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and identified as parcel number 075-0002-0223 on the Tax Maps of said County.

The above description is taken from and in accordance with a field survey and plat made under the direction of Jerry Rosenfeldt, Ohio Licensed Surveyor No. 7598, with Q.C.M. Inc., dated February 25, 2021.

August 4, 2021

To: Mayor and Members of City Council 202102564
From: Paula Boggs Muething, City Manager
Subject: **Ordinance – Ohio Association of Community Health Centers
Community Oral Health Transformation Initiative Grant**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a grant in the amount of \$25,000 from the Ohio Association of Community Health Centers' Community Oral Health Transformation Initiative by DentaQuest for the purpose of providing resources to improve the delivery of quality oral health care; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund 350.

This Ordinance would authorize the City Manager to accept and appropriate a grant in the amount of \$25,000 from the Ohio Association of Community Health Centers for the purpose of providing resources to improve the delivery of quality oral health care by supporting community dental professionals to prioritize oral health as a component of comprehensive patient care; utilizing teledentistry to effectively provide and coordinate care for those who lack access to dental care; personalizing care based on individual risk factors with a focus on disease prevention rather than a one-size-fits all model; and expanding the patient's role through engagement in care delivery.

No additional FTE are associated with this grant, and matching funds are not required.

This Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Ordinance is in accordance with the Sustain goal to "Become a healthier Cincinnati" as described on page 181 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew M. Dudas, Budget Director
Karen Alder, Finance Director

Attachment





City of Cincinnati

AEP

AWB

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to accept and appropriate a grant in the amount of \$25,000 from the Ohio Association of Community Health Centers' Community Oral Health Transformation Initiative by DentaQuest for the purpose of providing resources to improve the delivery of quality oral health care; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund 350.

WHEREAS, a grant of up to \$25,000 is available from the Ohio Association of Community Health Centers' Community Oral Health Transformation Initiative ("COrHT") by DentaQuest for the purpose of providing resources to improve the delivery of quality oral health care by supporting community dental professionals to prioritize oral health as a component of comprehensive patient care; utilizing teledentistry to effectively provide and coordinate care for those who lack access to dental care; personalizing care based on individual risk factors with a focus on disease prevention rather than a one-size-fits all model; and expanding the patient's role through engagement in care delivery; and

WHEREAS, the Cincinnati Health Department intends to use these resources to improve the delivery of oral health care at City health centers; and

WHEREAS, no grant application was required, and the Cincinnati Health Department was notified it received the grant on February 17, 2021; and

WHEREAS, the grant funding will not be accepted should this Ordinance not be approved; and

WHEREAS, there are no new FTEs associated with this grant and no local match is required; and

WHEREAS, COrHT is in accordance with the "Sustain" goal to "Become a healthier Cincinnati," as described on page 181 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to accept and appropriate a grant of up to \$25,000 from the Ohio Association of Community Health Centers' Community Oral Health Transformation Initiative by DentaQuest for the purpose of providing resources to improve the delivery of quality oral health care.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund 350.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 and 2 hereof.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

August 4, 2021

To: Mayor and Members of City Council 202102565

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Cincinnati Park Board Commissioner Funds and Donations**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a donation of \$400,000 from the Cincinnati Park Board Commissioner’s Fund for the purpose of purchasing horticultural supplies, and Krohn Conservatory gift shop inventory, and paying for maintenance contracts, salary reimbursements, and other vital costs associated with running City parks; and **AUTHORIZING** the Finance Director to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

This Emergency Ordinance would authorize the City Manager to accept and appropriate a donation totaling \$400,000 from the Cincinnati Park Board Commissioner’s Fund. The purpose of the funding is to provide support for purchasing horticultural supplies, executing maintenance contracts, providing salary reimbursements, providing for the Krohn Conservatory’s gift shop inventory, and providing resources for other vital costs associated with running the City’s parks.

No additional FTE are associated with this donation, and matching funds are not required.

This Emergency Ordinance would also authorize the Finance Director to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

This Emergency Ordinance is in accordance with the Sustain goal to “Preserve our natural and built environment” and strategy to “Protect our natural resources,” as described on pages 194 – 196 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the funds to avoid disruption in services

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew M. Dudas, Budget Director
Karen Alder, Finance Director



Attachment



EMERGENCY

City of Cincinnati

KKF

AWB

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to accept and appropriate a donation of \$400,000 from the Cincinnati Park Board Commissioner’s Fund for the purpose of purchasing horticultural supplies, and Krohn Conservatory gift shop inventory, and paying for maintenance contracts, salary reimbursements, and other vital costs associated with running City parks; and **AUTHORIZING** the Finance Director to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

WHEREAS, the Cincinnati Park Board maintains a Commissioner’s Fund that consists of funds received from endowments and donations from various entities; and

WHEREAS, the Cincinnati Park Board is in need of funds for purchasing horticultural supplies and Krohn Conservatory gift shop inventory, and to pay for maintenance contracts, salary reimbursements, and other vital costs associated with running City parks; and

WHEREAS, there is up to \$400,000 from the Commissioner’s Fund that can be donated to the Cincinnati Park Board for these purposes; and

WHEREAS, there is no match requirement associated with the acceptance of this donation; and

WHEREAS, there are no new FTEs associated with the acceptance of this donation; and

WHEREAS, acceptance of the donation is in accordance with the “Sustain” goal to “Preserve our natural and built environment” and strategy to “Protect our natural resources,” as described on pages 194 – 196 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is authorized to accept and appropriate a donation in the amount of \$400,000 from the Cincinnati Park Board Commissioner’s Fund for the purpose of purchasing horticultural supplies and Krohn Conservatory gift shop inventory, and paying for maintenance contracts, salary reimbursements, and other vital costs associated with running City parks.

Section 2. That the Finance Director is authorized to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of Sections 1 and 2 herein.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the funds to avoid disruption in services.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

August 4, 2021

To: Mayor and Members of City Council 202102566
From: Paula Boggs Muething, City Manager
Subject: **Ordinance – American Rescue Plan Act Grant for Lunken Airport**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for and accept a grant of up to \$148,000 from the United States Department of Transportation and the Federal Aviation Administration through the American Rescue Plan Act (ARPA) (Assistance Listing Number 20.106) for the purpose of offsetting costs related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19 at Lunken Airport; and authorizing the Finance Director to deposit the grant funds into the General Aviation Fund revenue account no. 104x8554.

This Emergency Ordinance authorizes the City Manager to apply for and accept a grant of up to \$148,000 from the United States Department of Transportation (DOT) and the Federal Aviation Administration (FAA) through the American Rescue Plan Act (ARPA) for the purpose of offsetting costs related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19 at Lunken Airport. This Emergency Ordinance also authorizes the Finance Director to deposit the grant funds into the General Aviation Fund revenue account no. 104x8554.

This grant does not require a local match. No new FTEs are required.

Lunken Airport operations are in accordance with the “Connect” goal to “Develop an efficient multi-modal transportation system that supports neighborhood livability,” and the strategies to “Expand options for non-automotive travel,” and to “Plan, design, and implement a safe and sustainable transportation system,” as described on pages 127-138 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew M. Dudas, Budget Director
Karen Alder, Finance Director



Attachment



City of Cincinnati

AEP
AWB

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to apply for and accept a grant of up to \$148,000 from the United States Department of Transportation and the Federal Aviation Administration through the American Rescue Plan Act (ARPA) (Assistance Listing Number 20.106) for the purpose of offsetting costs related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19 at Lunken Airport; and authorizing the Finance Director to deposit the grant funds into the General Aviation Fund revenue account no. 104x8554.

WHEREAS, a grant of up to \$148,000 is available from the United States Department of Transportation and the Federal Aviation Administration through the American Rescue Plan Act (ARPA) (Assistance Listing Number 20.106) for the purpose of offsetting costs at airports related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19; and

WHEREAS, the City intends to use the grant funds to support Lunken Airport; and

WHEREAS, there are no new FTEs associated with this grant and no local match is required; and

WHEREAS, Lunken Airport operations are in accordance with the “Connect” goal to “Develop an efficient multi-modal transportation system that supports neighborhood livability,” and the strategies to “Expand options for non-automotive travel,” and to “Plan, design, and implement a safe and sustainable transportation system,” as described on pages 127-138 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to apply for and accept a grant of up to \$148,000 from the United States Department of Transportation and the Federal Aviation Administration through the American Rescue Plan Act (ARPA) (Assistance Listing Number 20.106) for the purpose of offsetting costs related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19 at Lunken Airport.

Section 2. That the Director of Finance is authorized to deposit the grant funds into the General Aviation Fund revenue account no. 104x8554.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 and 2 hereof.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk



202102409

Office of the Clerk

801 Plum Street, Suite 308
Cincinnati, Ohio 45202
Phone (513) 352-3246
Fax (513) 352-2578

July 12, 2021

MOTION

WE MOVE that City Council allocate to Boys & Girls Clubs of Greater Cincinnati \$2,250,000 for the creation of a Boys and Girls Club in the community of Roll Hill from the Carryover Budget of fiscal year 2021, or from another source immediately identified by City Administration, including reserve funds.

Councilmember Liz Keating


Councilmember Jan-Michele Lemon Kearney

STATEMENT

The Villages of Roll Hill, located between East Westwood and South Cumminsville, is one of the most poverty-stricken zip codes in the state of Ohio. Last year, a WCPO story revealed that seventy-five percent (75%) of the residents live below the federal poverty threshold, with an annual household income of less than \$25,000 for a family of four. According to the 2010 Census, the medium household income in this area was \$7,328. Although almost 50 percent of Villages of Roll Hill residents are less than 18 years old, there are no recreational facilities for the youth in this area. In 2017, Cincinnati City Council set aside \$750,000 to contribute to the construction of a Boys & Girls Club facility in the Villages of Roll Hill. The Boys & Girls Club's CEO, Bill Bresser, recently stated that after concerted efforts to raise private donations, the organization has not been able to secure donors for the construction of a facility in this area. Therefore, we are requesting that City Council approve an additional \$2.25 million to fund the construction of a Boys & Girls Club in the Villages of Roll Hill.

CAL → B&F

~~POH~~ JMLK



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

File Summary

File Number	Title	Current Status
202102469	Motion	Held
	<p>MOTION, submitted by Councilmembers Kearney and Keating, WE MOVE that City Council allocate to Boys & Girls Clubs of Greater Cincinnati \$2,250,000 for the creation of a Boys and Girls Club in the community of Roll Hill from the Carryover Budget of fiscal year 2021, or from another source immediately identified by City Administration, including reserve funds. (STATEMENT ATTACHED).</p> <p>Introduced: 7/12/2021 Controlling Body: Budget and Finance Committee</p> <p>Meeting Date: 8/2/2021 Sponsor(s): Kearney and Keating</p> <p>Department: Jan-Michele Kearney</p> <p>Drafter: nicole.crawford@cincinnati-oh.gov</p>	

6/23/2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202102269

Subject: Motion for Spin Bicycles and Red Bike Program Expansion

REFERENCE DOCUMENT # 202101653

On May 19, 2021, the Budget & Finance Committee referred the following for report:

MOTION, submitted by Vice Mayor Smitherman, WE MOVE that the Cincinnati Recreation Commission (CRC) get \$100,000 for three of their recreation centers that offer spin classes to purchase 15 new spin bicycles. The Cincinnati Recreation Commission is committed to helping all residents maintain a healthy lifestyle. CRC is designed to provide fitness opportunities to all ages. Spin class is one such activity offered at Hirsch Recreation Center (Avondale), College Hill Recreation Center, and at the Mt. Washington Recreation Center. WE FURTHER MOVE that the Red Bike program be expanded by \$500,000 to include Bond Hill, Roselawn, Evanston, and Avondale for fitness, transportation, and healthy living. (STATEMENT ATTACHED).

Spinning Equipment for Recreation Centers

CRC currently offers spinning classes at various recreation centers. The replacement cost of a spin bicycle is about \$1,600 on average. Based on an assessment by CRC, adding a total of 33 new spin bicycles at the three recreation centers would cost \$55,000 and can be funded with the FY 2022 Capital Budget so long as a reduction to an existing recommended project is approved.

Red Bike Expansion

Red Bike provided Administration with costs to install and operate a Red Bike system. For each neighborhood, Red Bike proposes one traditional Red Bike station (13 docks) to serve as the hub, along with 2 hubs of 6 of the new “single-serving” individual docks. Red Bike would work with stakeholders in each community to determine the best locations for the stations and dock hubs.

The equipment and installation cost of the above system for Avondale, Bond Hill, Evanston, and Roselawn is \$560,000 with an annual operating cost of \$60,000 per year. If this plan were to be approved, Red Bike would seek a multiyear commitment for operating support.

Red Bike indicated that they have capacity for this project if funding were provided by the City to operationalize the expansion to serve these new neighborhoods.

Since the City would not own any part of the Red Bike system, the equipment and installation cost would need to be funded with 'cash capital' as a source in the FY 2022 Capital Budget. Subsequent recommended projects would need to be identified on Schedule E of the General Capital Budget Ordinance to fund the request. The operations support would need to be funded as part of the FY 2022 General Fund budget and an offsetting reduction would be needed to fund this program.

Copy: Andrew Dudas, Director, Budget Office

City of Cincinnati



801 Plum Street, Suite 349
Cincinnati, Ohio 45202

Phone (513) 352-4610
Email david.mann@cincinnati.oh.gov
Web www.cincinnati.oh.gov

202102638

David S. Mann
Councilmember

August 25, 2021

We move that the City Administration report back to Council on a quarterly basis about how the ARPA funding is being spent.

D. Mann
Councilmember David Mann

Statement:

Cincinnati City Council passed in May 2021 a series of Ordinances allocating funds from the American Rescue Plan Act (ARPA) to various agencies with the purpose of helping these agencies achieve some goals made difficult by the COVID19 crisis.

It is the responsibility of Council to ensure that these agencies spend these resources in an expeditious and effective manner for two main reasons:

- 1- Provide accountability to the citizens
- 2- Learn from this first round to help make decisions for year 2 funding

The quarterly report would clearly outline the purpose of the fund allocations, the agencies receiving money and the actual expenditures.