

EMERGENCY

City of Cincinnati

CHM *AWB*

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to execute a *Lease Agreement* with UC Health, LLC, pursuant to which the City will lease for up to sixty-two years a portion of Goodman Street located west of Burnet Avenue, a portion of Highland Avenue located north of Piedmont Avenue, and certain other real property used for transportation purposes in the Corryville neighborhood.

WHEREAS, the City owns certain real property identified as Hamilton County, Ohio Auditor's Parcel Identification No.: 104-0001-0259-00 (-259, -260, and -261 consolidated) which is used for transportation purposes and certain additional real property designated as public right-of-way, respectively known as Goodman Street located west of Burnet Avenue and as Highland Avenue located north of Piedmont Avenue in Corryville, which property is more particularly depicted in the *Lease Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), and which Property is under the management of the Department of Transportation and Engineering ("DOT"); and

WHEREAS, the City owns certain real property located adjacent to the Property commonly known as University Hospital, which property UC Health, LLC, an Ohio limited liability company ("UC Health"), leases from the City; and

WHEREAS, UC Health desires to lease the Property from the City to close certain portions of the right of way to construct entryway improvements to the University Hospital Emergency Department and to improve vehicular and pedestrian access around and to the University Hospital Emergency Department; and

WHEREAS, the City Manager, in consultation with DOT, has determined that (i) the Property, including those portions of the Property on which UC Health proposes to construct improvements, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease, (ii) there is good cause to close certain portions of the Property, and the closure of those portions of the Property and the lease of the Property to UC Health will not be detrimental to the general interest, and (iii) leasing the Property to UC Health is not adverse to the City's retained interest in the Property; and

WHEREAS, the City's Real Estate Services Division has determined by appraisal that the fair market rental value of the Lease Area is approximately \$20,000 per year, however, in consideration of UC Health assuming responsibility for the maintenance and repair of the Property at its sole cost, the City is agreeable to lease the Property to UC Health for \$1.00/year; and

WHEREAS, Monica D. Kohnen, Esq., a reputable attorney practicing in Hamilton County, Ohio, has delivered to the City an Attorney Certificate of Title certifying that the owners of all the real property abutting the Property are as follows: (i) University of Cincinnati Medical Center, LLC, an Ohio limited liability company, (ii) the City, (iii) Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children), (iv) the State of Ohio, for the use and benefit of the University of Cincinnati, and (v) UC Health, and the City has received the written consent from all necessary abutters to the lease of the Property to UC Health; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the lease 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 Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Property at its meeting on April 16, 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 *Lease Agreement* with UC Health, LLC, an Ohio limited liability company (“UC Health”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease for up to sixty-two years certain real property identified as Hamilton County, Ohio Auditor’s Parcel Identification No.: 104-0001-0259-00 (-259, -260, and -261 consolidated), a portion of public right-of-way commonly known as Goodman Street located west of Burnet Avenue, and a portion of public right-of-way commonly known as Highland Avenue located north of Piedmont Avenue in Corryville, as more particularly depicted in the *Lease Agreement* (the “Property”).

Section 2. That (i) the Property, including those portions of the Property on which UC Health proposes to construct improvements, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease, (ii) there is good cause to close certain portions of the Property, and the closure of those portions of the Property and the lease of the Property to UC Health will not be detrimental to the general interest, and (iii) leasing the

Property to UC Health is not adverse to the City's retained interest in the Property.

Section 3. That eliminating competitive bidding in connection with the City's lease of the Property is in the best interest of the City because as a practical matter, no one other than UC Health, an abutting property owner, would have any interest in leasing the Property and assuming responsibility for the maintenance and repair thereof, and UC Health has obtained the consent from all necessary abutting property owners to the Property.

Section 4. That the fair market rental value of the Property, as determined by appraisal by the City's Real Estate Services Division, is \$20,000 per year, however, in consideration of UC Health assuming responsibility for the maintenance and repair of the Property at its sole cost, the City is agreeable to lease the Property to UC Health for \$1.00/year.

Section 5. That the proceeds from the lease 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 lease, 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 proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the *Lease Agreement*, including by executing any and all ancillary documents associated with the *Lease Agreement*,

such as amendments or supplements to the *Lease Agreement* deemed by the City Manager to be in the vital and best interests of the City.

Section 8. 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 enable the parties to execute the *Lease Agreement* without delay, thereby permitting UC Health to assume control of the Property immediately to undertake construction and minimize access-related disruptions to the University Hospital Emergency Department.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: Goodman Street (west of Burnet Avenue)
& Highland Avenue (north of Piedmont Avenue)

LEASE AGREEMENT

This Lease Agreement ("**Lease**") 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 is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **UC Health, LLC**, an Ohio limited liability company, the address of which is 3200 Burnet Avenue, Cincinnati, OH 45229 ("**UC Health**").

Recitals:

A. The City, as lessor, entered into that certain Lease dated September 12, 1978, with the **Board of Trustees of the University of Cincinnati**, a State university (the "**University**"), as lessee (the "**Original City Lease**"), pursuant to which the City leased to the University certain real property in Hamilton County, Ohio, which is commonly referred to as "University Hospital." The City Lease is recorded at Lease Book 337, Page 455 of the Hamilton County, Ohio Records.

B. The Original City Lease was subsequently supplemented by (i) Lease Supplement dated November 10, 1986 and recorded at Lease Book 355, Page 1078 of the Hamilton County, Ohio Records, (ii) Lease Supplement dated June 23, 1989 and recorded at O.R. Vol. 5040, Page 1497 of the Hamilton County, Ohio Records, and (iii) Lease Supplement dated July 17, 1992 and recorded at O.R. Vol. 5919, Page 1691 of the Hamilton County, Ohio Records (collectively, the "**Lease Supplements**"). The Original City Lease, as supplemented by the Lease Supplements, shall be referred to herein as the "**City Lease**."

C. The University entered into that certain Lease Agreement dated December 23, 1996 (the "**University Hospital Lease**") with University Hospital, Inc., an Ohio non-profit corporation ("**UHI**"), pursuant to which the University assigned to UHI all of its right, title and interest in and to, and its obligations under the City Lease. The Memorandum of Lease and Assignment of Lease for the University Hospital Lease is recorded at O.R. Vol. 7233, Page 1571 of the Hamilton County, Ohio Records.

D. By virtue of the City Lease and University Hospital Lease, the City leases to UC Health for hospital purposes certain property located in the block bounded by Goodman Street, Eden Avenue, Albert Sabin Way, and Burnet Avenue (the "**UC Health Property**").

E. Portions of the UC Health Property abuts the public rights-of-way commonly known as Goodman Street and Highland Avenue, which public rights-of-way are under the management and control of the City's Department of Transportation and Engineering ("**DOT**"). UC Health desires to lease (i) portions of Goodman Street and Highland Avenue, and (ii) that certain parcel of real property known as Hamilton County, Ohio Auditor's Parcel No. 104-0001-0259-00, all of which is more particularly depicted on Exhibit A (*Site Survey*) and described on Exhibit B (*Legal Description*) hereto (collectively, the "**Leased Premises**") to construct and maintain certain improvements thereon, as more particularly detailed in Section 13 of this Lease and in the Approved DOT Traffic Flow Plans as generally depicted on Exhibit C (the "**Permitted Improvements**"), for the purpose of vehicular and pedestrian ingress and egress to the Emergency Department located on the UC Health Property (the "**Permitted Use**").

F. The City is agreeable to lease to UC Health the Leased Premises finding that it is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

G. UC Health has delivered to the City an Attorney Certificate of Title, substantially in the form attached hereto as Exhibit D, signed by a reputable attorney practicing in Hamilton County, Ohio, certifying that the owners of all the real property abutting the Leased Premises are as follows: (i) University of Cincinnati Medical Center, LLC, an Ohio limited liability company, (ii) the City, (iii) Shriners Hospitals for Children, a {00330504-9}

Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children) ("**Shriners**"), (iv) the State of Ohio, for the use and benefit of the University of Cincinnati, a State University, and (v) UC Health. All necessary abutters to the Leased Premises have executed the Consent to Lease Agreement in the form attached hereto as Exhibit E ("**Consent to Lease Agreement**"), copies of the actual individual Consents to Lease Agreement are attached hereto as Exhibit E-1. In lieu of executing the Consent to Lease Agreement as an abutting property owner, the City's consent to the Lease is evidenced in Ordinance No. ____-2021, passed on _____, 2021.

H. Pursuant to Section 723.04, Ohio Revised Code, the City has determined that there is good cause to close certain portions of the Leased Premises to the general public, and that the lease of the Leased Premises to UC Health will not be detrimental to the general interest.

I. Pursuant to Section 331-1, Cincinnati Municipal Code ("**CMC**"), the City has determined (i) that the Leased Premises is not needed for any municipal purpose for the duration of the Lease, (ii) that the portions of the Leased Premises encumbered by the Permitted Improvements are not needed for transportation or other municipal purposes for the duration of the Lease, (iii) leasing the Leased Premises to UC Health is not adverse to the City's retained interest in the Leased Premises, and (iv) that leasing the Leased Premises to UC Health will not have an adverse effect on the usability or accessibility of any existing facilities in the public right-of-way.

J. Pursuant to Section 331-1, CMC, the City has determined that the fair market rental value of the Leased Premises, as determined by appraisal by the City's Real Estate Services Division, is \$20,000/year; however, in consideration of UC Health assuming responsibility for the maintenance and repair of the Leased Premises at its sole cost, the City is agreeable to lease the Leased Premises to UC Health for \$1.00/year.

K. Pursuant to Section 331-5, CMC, the City has determined that eliminating competitive bidding in connection with leasing the Leased Premises is in the best interest of the public because, as a practical matter, no one other than an adjoining property owner would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof, and UC Health has obtained the individual Consents to Lease Agreement from all necessary abutting property owners to the Leased Premises.

L. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's lease of the Leased Premises to UC Health at its meeting on April 16, 2021.

M. The City's execution of this Lease was approved by Cincinnati City Council by Ordinance No. ____-2021, passed on _____, 2021.

NOW THEREFORE, the parties hereby agree as follows:

1. **Grant.**

(A) **Grant.** The City does hereby lease the Leased Premises to UC Health, and UC Health does hereby lease the Leased Premises from the City, on the terms and conditions set forth therein. The rights herein granted to UC Health are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises. The City makes no representations or warranties to UC Health concerning the physical condition of the Leased Premises or the condition of the City's title to the Leased Premises and, on the Effective Date, UC Health shall accept the Leased Premises in "as is" condition.

(B) **Access by City Departments and Utility Companies.** UC Health shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year), by: (i) DOTE for inspection and other purposes; and (ii) the City's Police and Fire Departments and other emergency vehicles. Pursuant to Section 723.041, Ohio Revised Code, all affected public utilities, including without limitation Greater Cincinnati Water Works ("**GCWW**"), Metropolitan Sewer District of Greater Cincinnati ("**MSD**"), Duke Energy ("**Duke**"), and {00330504-9}

Cincinnati Bell, shall have the right to access the Leased Premises at any time for the inspection, operation, maintenance, repair or replacement of any and all existing underground and overhead utility facilities located within the Leased Premises. If UC Health's use of the Leased Premises causes damage to existing utility facilities belonging to a utility provider, UC Health shall immediately notify the appropriate utility provider. All costs of repairing such damage caused by UC Health (and not utility providers), including without limitation, all costs of replacing any damaged utility facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by UC Health and shall be payable by UC Health within thirty (30) days after UC Health receives documentation substantiating such costs. If any utility provider damages or must remove any improvements installed by UC Health within the Leased Premises in connection with its inspection, operation, maintenance, repair or replacement of its existing utility facilities in the area, UC Health shall be solely responsible for all costs associated with the repair, replacement or relocation of the Permitted Improvements.

2. Term.

(A) Initial Term. The initial term ("**Initial Term**") of this Lease shall commence on the Effective Date and shall continue through July 31, 2053 (the "**Expiration Date**"), unless extended or sooner terminated as herein provided. The City shall deliver possession of the Leased Premises to UC Health on the Effective Date. Notwithstanding the foregoing, the City shall have the right to terminate this Lease at any time by giving UC Health no less than 30 days written notice, if the City determines that the Leased Premises are needed for transportation or any other municipal purpose; provided, however, that UC Health and the City may negotiate in good faith to delay the termination of the Lease for up to 12 months to avoid any unreasonable disruptions to UC Health's business operations, which delay may be granted by the City at the sole discretion of the City.

(B) Extension Term. Provided that (i) on the Expiration Date UC Health is not in default under this Lease beyond any applicable notice and cure period provided for herein, and (ii) UC Health has not notified the City in writing that UC Health does NOT wish to extend the Term (a "**Notice of Non-Renewal**"), the Initial Term of this Lease shall automatically be extended for one (1) renewal period of thirty (30) years (the "**Extension Term**") upon the same terms, covenants and conditions set forth in this Lease. UC Health may exercise its option NOT to extend the Lease as set forth herein by delivering a Notice of Non-Renewal to the City not less than one (1) year before the expiration of the Initial Term. As used herein, the "**Term**" of this Lease means the Initial Term and, if applicable, the Extension Term.

3. Rent.

(A) Base Rent. On or before the Effective Date, UC Health shall pay the City rent for the Leased Premises for the Term, in the amount of \$1.00/year ("**Base Rent**"). The City acknowledges receipt of the full payment of the Base Rent for the Initial Term and the Extension Term.

(B) Payment. All payments shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

4. Permitted Use. UC Health may use the Leased Premises for the Permitted Use, and for no other purpose unless approved in writing by DOTE. UC Health shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment, except in such quantities as are permitted by law and used for hospital purposes.

5. Utilities & Other Expenses. During the Term of this Lease, UC Health shall pay, when due, (i) any and all utility expenses associated with the Leased Premises, (ii) any and all real estate taxes and assessments levied against the Leased Premises that become due and payable during the Term (the parties acknowledge that the Leased Premises may currently be tax-exempt), and (iii) any and all other expenses associated with the Leased Premises. *UC Health acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

6. Maintenance and Repairs. UC Health shall, at its sole expense, keep and maintain the

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Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs and sidewalks within the Leased Premises. UC Health shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, UC Health shall promptly repair such damage, at its sole expense, to the satisfaction of DOTE. UC Health shall be solely responsible for all snow and ice removal from the Leased Premises. *During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.*

7. Alterations.

(A) Vehicular/Pedestrian Access.

(i) *Type and Location of Barriers:* UC Health, at its expense, may modify or otherwise restrict access to the Leased Premises by the general public through the construction or installation of the Permitted Improvements in the approximate locations generally as shown on Exhibit C, provided, however, that UC Health shall have first determined that the Permitted Improvements will not interfere with the rights of utility providers to access, operate, maintain and repair their facilities as described in paragraph 7(B) below.

(ii) *DOTE Approval of Plans:* UC Health shall design and install the Permitted Improvements in accordance with professionally prepared plans and specifications approved in writing by DOTE. UC Health, through a licensed street contractor, shall obtain a street opening permit before installing the Permitted Improvements and shall pay any and all permit fees imposed by DOTE. Before a street opening permit can be issued, UC Health's licensed street contractor shall be required to supply two (2) sets of plans to DOTE showing the location of the Permitted Improvements in relation to street fixtures and the rights of way lines. If the Permitted Improvements includes bollards or structural supports, the plans must show bollard and structural footing and details showing how the bollards or structural supports are to be installed. Retractable bollards must require a key to both raise and lower the bollards.

(iii) *Removal:* At the end of the Term, and unless DOTE requires that the Permitted Improvements remain in place, UC Health shall remove the Permitted Improvements and immediately perform all necessary street and sidewalk restoration under a DOTE street opening permit obtained by a licensed contractor. If UC Health fails to timely remove the Permitted Improvements and complete such restoration to the satisfaction of the City Engineer, the City may do so at UC Health's expense, which amount shall be payable by UC Health within thirty (30) days after UC Health's receipt of a statement from the City indicating the amount due. The foregoing notwithstanding, if this Lease is terminated in connection with UC Health's simultaneous acquisition of title to the Leased Premises from the City, UC Health shall not be required to remove the Permitted Improvements at the end of the Term.

(B) No Liens. UC Health shall not permit any mechanics liens to attach to the Leased Premises in connection with work performed by or at the request of UC Health. Notwithstanding the foregoing, UC Health may file any notices of commencement on UC Health's leasehold interest that UC Health deems necessary or desirable in connection with the construction of the Permitted Improvements on the Leased Premises.

(C) Compliance with Laws. UC Health shall obtain all necessary City inspection permits for work within the Leased Premises performed by UC Health and shall pay all required permit fees. UC Health shall ensure that all work is performed in compliance with all applicable federal, state and local laws, codes, regulations and other governmental requirements.

(D) No Other Alterations or Signs. Upon and after installation of the Permitted Improvements, UC Health shall not (i) make any additional alterations or improvements to the Leased Premises, (ii) install any signs within the Leased Premises that are visible from outside the Leased Premises, (iii) install any new utilities within the Leased Premises, or (iv) remove any existing improvements within the Leased Premises, without obtaining the prior written consent of DOTE. If UC Health proposes to install any permanent-type structures or other improvements within the Leased Premises (including without limitation the Permitted Improvements), UC Health shall also obtain the prior written consent of all utility companies whose utility {00330504-9}

facilities might be affected.

8. Insurance; Indemnification.

(A) Insurance. Throughout the Term, UC Health shall maintain Commercial General Liability insurance with respect to the Leased Premises in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as additional insured, and such additional insurance as DOTE or the City's Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by UC Health hereunder shall be issued by insurance companies reasonably acceptable to the City. If UC Health constructs any improvements within the Leased Premises, UC Health shall maintain property insurance on such improvements in the amount of the full replacement cost thereof. On or prior to the Effective Date and upon request thereafter, UC Health shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(B) Waiver of Subrogation. All improvements, materials, equipment and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at UC Health's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how such loss or damage is caused. UC Health hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of UC Health's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, it being the agreement of the parties that UC Health shall at all times protect itself against such loss or damage by carrying adequate insurance.

(C) Indemnification. UC Health shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages relating to the Leased Premises and accruing during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

9. Default; Remedies.

(A) Default. Each of the following shall constitute an event of default by UC Health under this Lease:

- (i) If UC Health fails to pay rent or any other sum payable to the City hereunder when due, and such failure to pay continues for longer than thirty (30) days after UC Health receives written notice thereof from the City; or
- (ii) If UC Health fails to perform or observe any of the other covenants, terms or conditions contained in this Lease, and such failure continues for longer than thirty (30) days after UC Health receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such thirty (30) day period, an event of default shall not be deemed to have occurred if UC Health commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within one hundred eighty (180) days (or such longer period as may be agreed upon by the parties) after UC Health receives written notice of the default from the City. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if UC Health fails to take corrective action immediately upon discovering such dangerous condition or emergency.

(B) Remedies. Upon the occurrence of an event of default that continues (i.e., remains uncured) beyond the applicable notice and cure period (if any) provided for under paragraph (A) above, the City shall be entitled to (i) terminate this Lease by giving UC Health written notice thereof (by way of clarification, the {00330504-9}

City shall not exercise such termination right if the City shall have previously received written evidence that the default has been cured or that UC Health is diligently pursuing measures to cure), (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of UC Health, and (iii) exercise any and all other rights and remedies under this Lease or available at law or in equity; all such rights and remedies being cumulative. UC Health shall be liable for all costs and damages suffered or incurred by the City in connection with UC Health's default or the termination of this Lease. UC Health shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with UC Health's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The City's failure to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy. If UC Health becomes debarred by the federal, state or local government, the same shall constitute an immediate default of UC Health under this Lease.

10. Notices. All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express, UPS or other recognized courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Lease or at such other address as either party may from time to time specify by notice to the other. A copy of any notice required to be sent to UC Health shall also be sent to: UC Health, 3200 Burnet Avenue, Cincinnati OH 45229, Attention: Office of General Counsel. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the following business day if sent by an overnight courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If UC Health sends a notice to the City alleging that the City is in default under this Lease, UC Health shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

11. Surrender; Holdover.

(A) **Surrender; Holdover.** At the end of the Term, UC Health shall surrender the Leased Premises to the City in the condition in which UC Health is required to maintain the Leased Premises under the terms of this Lease. If UC Health remains in possession of the Leased Premises after the termination date, then, at the City's option, such holdover shall create a tenancy at will on the same terms and conditions as set forth in this Lease except that rent payable during such holdover shall be equal to the then fair market rental value of the Leased Premises as determined by the City's Real Estate Services Division. UC Health shall pay all costs incurred by the City in connection with UC Health's holdover, including without limitation attorneys fees and court costs.

(B) **Removal of Alterations.** If UC Health has made improvements to the Leased Premises during the Term, then, at the end of the Term (and unless UC Health shall have simultaneously acquired title to the Leased Premises from the City), the City shall identify which improvements UC Health shall be required to surrender (at no cost to the City) and which improvements UC Health shall be required to remove. If UC Health fails to timely remove improvements that are designated for removal by the City, such improvements shall be deemed abandoned by UC Health, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements, and UC Health shall pay all costs incurred by the City in so doing within twenty (20) days after the City's written demand..

12. General Provisions. This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Lease may be amended only by a written amendment signed by both parties hereto. UC Health shall not assign its interests under this Lease or sublet any portion of the Leased Premises without the prior written consent of the City, which consent may not be unreasonably withheld. This Lease shall be binding upon UC Health and its successors and permitted assigns. If UC Health consists of more than one individual or entity, such individuals' or entities' obligations under this Lease are joint and several. This Lease shall not be recorded in the Hamilton County, Ohio Recorder's office. However, the parties may execute and record a memorandum of lease in substantially the form of Exhibit F (Form of Memorandum of Lease) hereto. This Lease shall be governed by the laws of the City of Cincinnati and the State of Ohio.

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13. **Additional Conditions from City's Coordinated Report (CR No. 59-2020)**. UC Health shall comply with the following additional terms and conditions:

A. **Greater Cincinnati Water Works.**

- (i) **Pre-Construction Phase:** The following are required prior to commencing any grading of the Leased Premises, canopy construction, or work on the public water system facilities or private water branches:
 - (a) ***Preliminary Application and Construction Plans.*** UC Health has, at no cost to the City, submitted to GCWW a completed preliminary application ("**PA**") (which has been approved by GCWW) and shall, at no cost to the City, submit construction plans stamped by a professional engineer in accordance with the concept plan prepared by The Kleingers Group dated January 18, 2021 ("**Concept Plan**"). UC Health shall make any changes to the PA and Concept Plan as reasonably required by GCWW for approval. The PA and Concept Plan shall include, without limitation, details regarding:
 - (1) abandoning a portion of the 12" ductile iron water main in the Goodman Street right-of-way between Highland Avenue and the water service branch for the property located at 3229 Burnet Avenue, Cincinnati, Ohio (Shriner's Hospital);
 - (2) abandoning any service branches connected to the portion of the water main to be abandoned;
 - (3) applying for and purchasing any branches needed to provide water service to UC Health's facilities; and
 - (4) installing a new fire hydrant at the new terminus for the water main. The PA and Concept Plan, as approved by GCWW, shall be referred to herein as the "**Approved Water Plans.**"
 - (b) **Contractor's Bond:** UC Health shall cause its contractor to obtain a Contractor's Bond in accordance with GCWW Rules and Regulations.
 - (c) UC Health shall cause its contractor to notify GCWW Inspection at 513-591-7870 no less than 48 hours before commencing construction.
- (ii) ***Construction Phase:***
 - (a) UC Health shall cause all construction to be completed in accordance with the Approved Water Plans and all other GCWW requirements.
 - (b) All construction work in connection with the water main and related appurtenances shall be performed with GCWW on-site inspection and approval. UC Health shall cause its contractor to comply with GCWW requirements, and UC Health shall be responsible for payment of GCWW inspection costs.
 - (c) All branch, backflow prevention, and meter inspections shall be performed by GCWW before water service can be established.
- (iii) ***Costs and Fees:*** UC Health shall be responsible for all applicable permit, application, inspection, and other costs and fees.

- (iv) **Water Main Area.** During the Term, the following terms shall apply to the eastern portion of the Goodman Street right-of-way where the public water main will remain (the "**Water Main Area**"):

The full width of the Water Main Area shall be accessible 24 hours a day, 365 days a year, for water system purposes, including repair, maintenance, operation, replacement, construction or removal of the water main and appurtenances, and related parking and staging. The City shall not be responsible to UC Health for any damage done within the Water Main Area to sod, shrubbery, landscaping, trees, pavement, roadway improvements or other improvements either natural or artificial whether said improvement is now existing or added in the future, by reason of GCWW access to the Leased Premises. The City shall not be responsible to UC Health for damages that may result from disruption or denial of ingress and egress to the Leased Premises or to UC Health's property due to GCWW entry for water system purposes. UC Health shall not build or construct any structure or improvements or place any immovable items or woody landscaping of any kind over or upon the Water Main Area, without the prior written consent of GCWW. UC Health shall not make, or cause to be made, any grade changes of plus or minus one (1) foot over the full width profile of the Water Main Area so as not to impact any present or future GCWW operations.

- (v) Following the abandonment of the portion of the water main and branches in the Leased Area to the west of the Water Main Area (the "**Abandoned Facilities**"), the Abandoned Facilities shall no longer be GCWW public water facilities. UC Health shall take ownership and responsibility for operation, maintenance, repair, and replacement of the Abandoned Facilities during the Term. Any Abandoned Facilities repurposed by UC Health for private water service, as well as the private meter pit, backflow and other private water infrastructure serving UC Health's facilities, shall be operated and maintained by UC Health in accordance with applicable GCWW Rules and Regulations and at no cost to the City. The City disclaims any warranty as to the condition or fitness of any Abandoned Facilities repurposed by UC Health for private water service purposes, and UC Health expressly releases the City from any responsibility for the condition of the Abandoned Facilities.

- B. Department of Transportation and Engineering. UC Health has caused the completion of the traffic analysis being conducted by its consultant. Any recommendations requested by DOTE as a result of said traffic analysis shall be implemented by UC Health.

- C. Metropolitan Sewer District of Greater Cincinnati.

- (i) A public sewer located within the Leased Premises is near proposed permanent structures shown in UC Health's project plans: i.e., EMS Canopy concept in CR 59-2020 such as the Covered EMS Dropoff area, Traffic Gate, Island w/ Columns, and updated within the Kleingers Group letter, dated December 4th, 2020.

- (a) The proposed centerline of column(s) to existing sewer centerline is illustrated as 5.5' +/- . A final pier design, depth, and location are not shown with respect to the existing sewer. A retaining wall separating North and South of Goodman St. is noted, additional details similar to the columns and piers must be submitted to MSD. MSD will need to better understand the method of construction for the column piers and retaining wall.
- (b) A minimum clearance of 13.5' or greater between the bottom of the canopy and the street elevation may be necessary and will be reviewed as design progresses.

(ii) A MSD Excavation and Fill permit, as well as construction bond may be necessary for any construction, construction traffic, earthwork, or any other construction activity over the existing sewers, depending on construction design. Additional requirements will be established by the MSD Excavation and Fill permit based on subsection (i) above, such as the verification and usage of existing or abandoned building services to the combined sewer through dye testing, pre- and post- construction CCTVing, etc.), depending on the final plan, column/pier and retaining wall loading calculations, and the final location and distance of the column(s) and piers with respect to existing sewer. Such information will be needed from the project to ensure no new loads are exerted on public sewers from proposed permanent structures.

(iii) MSD must maintain access to existing sewers for sewer inspection and flow monitoring or for point repair and other sewer operation and maintenance activities.

D. Duke Energy. Duke Energy has a high pressure gas main on both ends of Goodman Street to which it must have access to maintain.

E. Cincinnati Bell. Cincinnati Bell has existing facilities that must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of the Lease shall be handled entirely at UC Health's expense.

F. Cincinnati Fire Department. The Cincinnati Fire Department must be able to access the Leased Premises at all times.

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

Exhibit A – *Site Survey of Leased Premises*

Exhibit B – *Legal Description of Leased Premises*

Exhibit C – *Permitted Improvements*

Exhibit C-1 – *Approved DOTE Traffic Flow Plans*

Exhibit D – *Form Attorney Certificate of Title*

Exhibit E – *Consent to Lease Agreement*

Exhibit E-1 – *Actual Consents to Lease Agreement*

Exhibit F – *Form Memorandum of Lease*

SIGNATURE PAGE FOLLOWS

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

UC HEALTH, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

Approved by:

John Brazina, Director
Department of Transportation & Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT B
to
Lease Agreement

LEGAL DESCRIPTION OF LEASED PREMISES

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

AND ALSO:

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

Containing 0.089 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

EXHIBIT C
to
Lease Agreement

PERMITTED IMPROVEMENTS

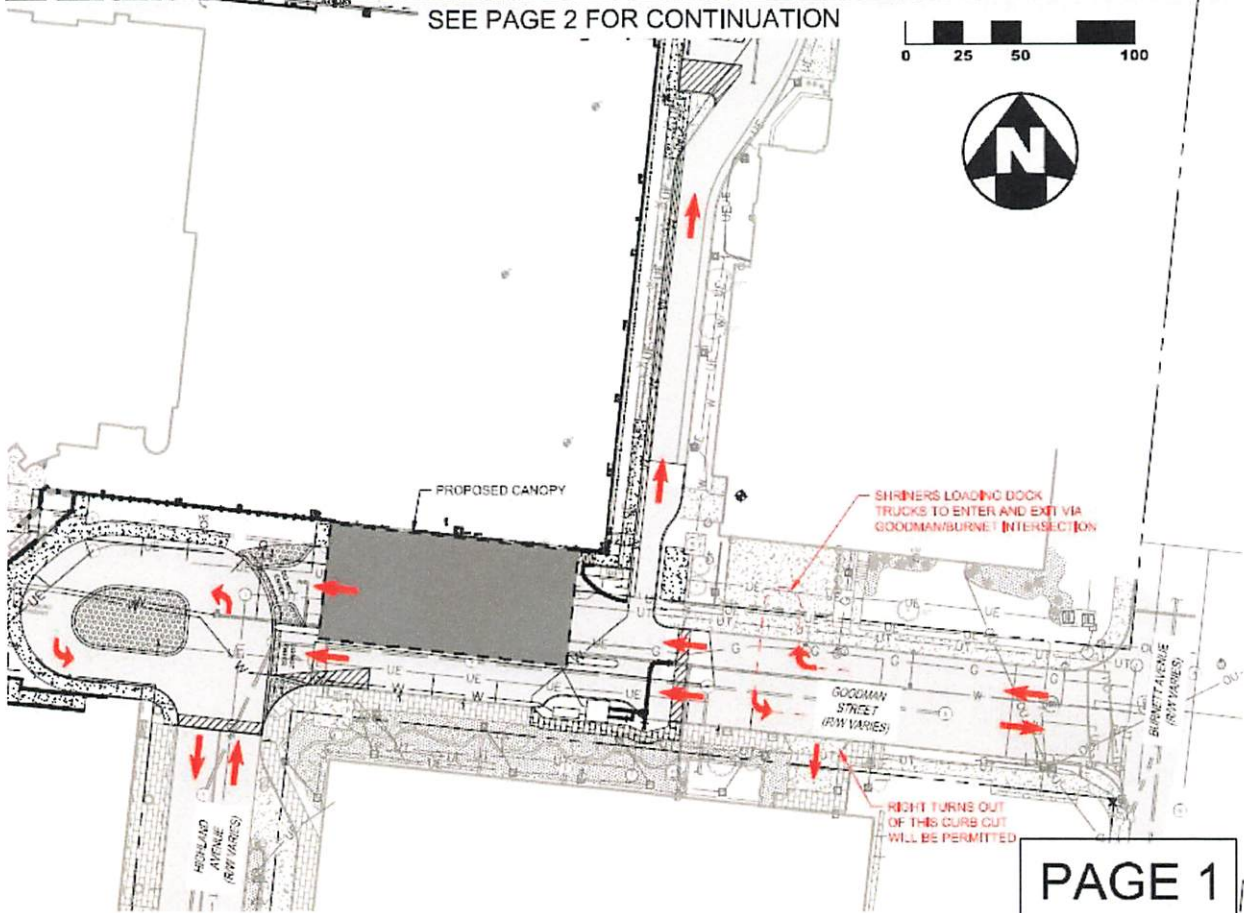
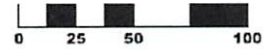
See Section 13 of this Lease and Attached Exhibit C-1

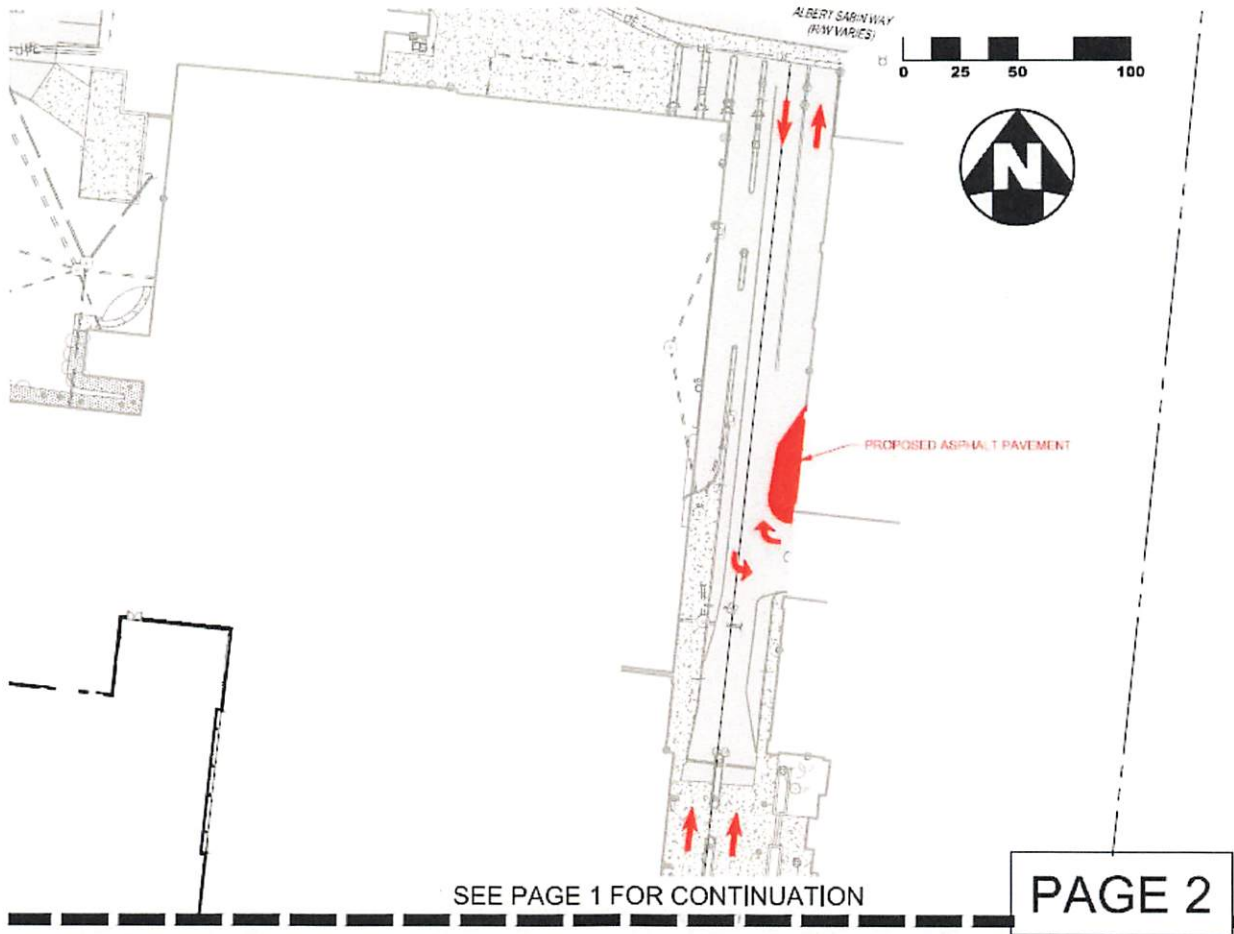
EXHIBIT C-1
to
Lease Agreement

DOTE APPROVED TRAFFIC FLOW PLANS



SEE PAGE 2 FOR CONTINUATION





New EMS & Walk-in Drop-Off Site Plan Concept

- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
- Maintains 2 lanes of Goodman Ave. as bypass lanes for larger vehicles and/or for overflow parking.
- Total of 5 lanes including a lane for Mass Decteam parking/staging with showers above.
- Ambulance traffic will enter off Burnet Ave. and travel West on Goodman pulling under a new drop-off canopy and exit either through a new roundabout or directly South on Highland.
- Car traffic will enter North on Highland into a new Roundabout with a dedicated Walk-In Drop-Off and parking lane that can also accommodate Ambulance parking.

Note: This document is a diagrammatic concept representation and not for official use or for construction.

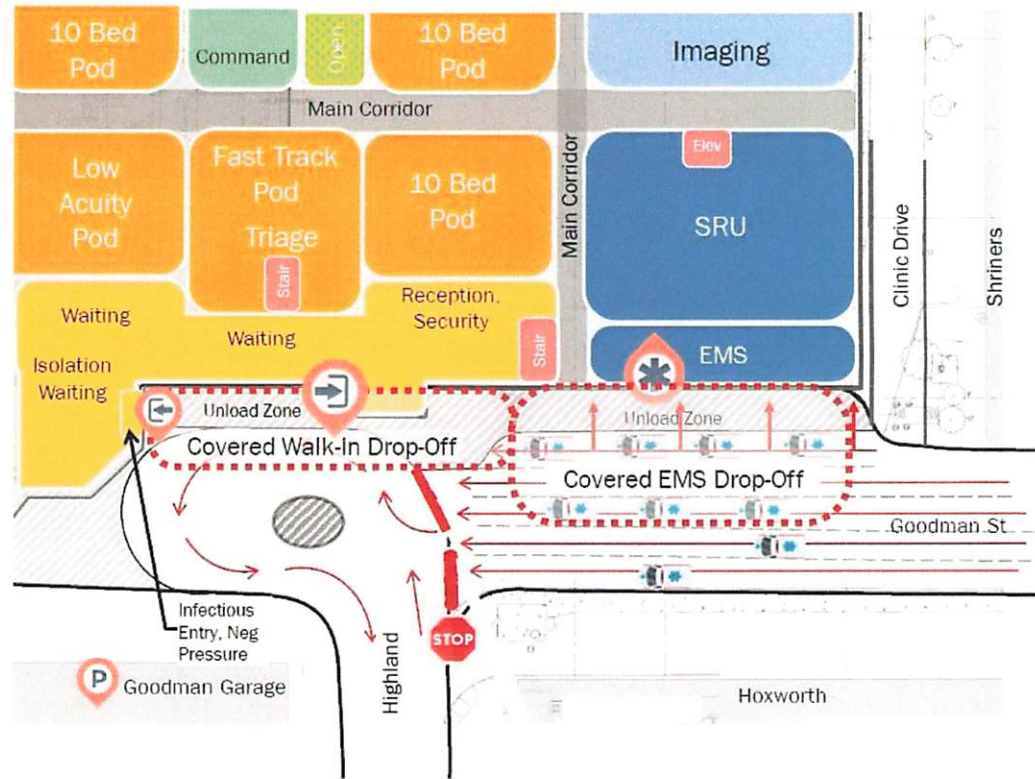


EXHIBIT D
to
Lease Agreement

FORM ATTORNEY CERTIFICATE OF TITLE

ATTORNEY'S CERTIFICATE OF TITLE
(Lease of public right-of-way)

UC Health, LLC, an Ohio limited liability company ("**Petitioner**"), whose address is 3200 Burnet Avenue, Cincinnati, Ohio 45229, Attn: Office of General Counsel, has requested to lease (i) a portion of the public right-of-way known as Goodman Street and Highland Avenue, consisting of approximately 0.873 acre, and (ii) that parcel of real property known as Hamilton County, Ohio Auditor's Parcel No. 104-0001-0259-00, all as more particularly described in Exhibit A and depicted on Exhibit B hereto (collectively, the "**Property**").

	NAME OF ABUTTING OWNER	HAMILTON COUNTY AUDITOR'S PARCEL NO.
1.	City of Cincinnati	104-0001-0011-00 and 104-0001-0053-00 thru 104-0001-0058-00 (consolidated with Parcel No. 104-0001-0001-90)
2.	Shriners Hospitals for Children (formerly known as Shriners Hospitals for Crippled Children)	104-0001-0059-90
3.	UC Health, LLC	104-0001-0068-00
4.	State of Ohio, for the use and benefit of the University of Cincinnati, a State University	104-0001-0076-00; 104-0001-0078-00; 104-0001-0079-00; 104-0001-0081-90; 104-0001-0082-90; 104-0001-0083-90; 104-0001-0063-90; 104-0001-0085-90; 104-0001-0130-90; 104-0001-0132-90; 104-0001-0134-90; 104-0001-0135-90; 104-0001-0137-90; 104-0001-0138-90; and 104-0001-0139-90
5.	University of Cincinnati Medical Center, LLC	104-0001-0256-00

[SIGNATURE ON FOLLOWING PAGE]

Cincinnati, Ohio, _____, 2021.

I, the undersigned attorney at law, practicing in Hamilton County, Ohio, hereby certify that the above Petitioner and the above listed owners are all of the owners of the land abutting on the Property.

EXHIBIT A
TO ATTORNEY CERTIFICATE OF TITLE

Legal Description of Property

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

AND ALSO:

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

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Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

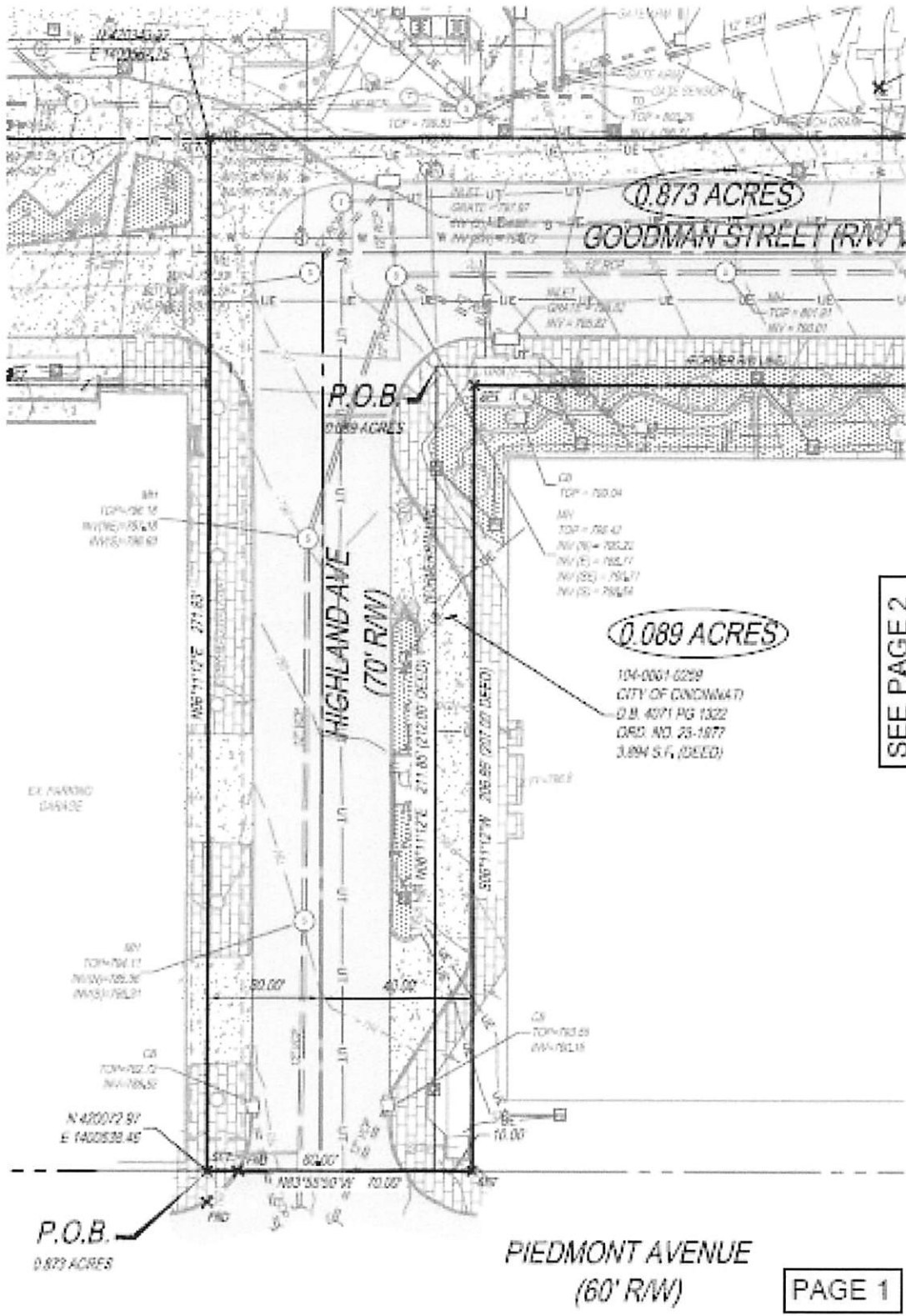
Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

Containing 0.089 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.



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10817043.18

EXHIBIT E
to
Lease Agreement

FORM CONSENT TO LEASE AGREEMENT

CONSENT TO LEASE AGREEMENT

THIS CONSENT TO LEASE AGREEMENT ("**Consent**") is made and executed by _____, a(n) _____ (the "**Owner**") effective as of the date of the Lease (as defined below).

WHEREAS, pursuant to a certain deed recorded in Official Record _____, Page _____ of the Hamilton County, Ohio Records, Owner is the owner of the real property located at _____, Hamilton County Auditor's Parcel(s) No(s). _____, as more particularly described in **Exhibit A** attached hereto (collectively, the "**Owner's Property**"), which property abuts a portion of the Goodman Avenue [and Highland Avenue] public right(s)-of-way (the "**G&H Property**").

WHEREAS, UC Health, LLC, an Ohio limited liability company ("**UC Health**") desires to lease the G&H Property to allow UC Health to construct and maintain certain improvements within and upon the G&H Property in connection with UC Health's expansion of its Emergency Department, and to allow vehicular and pedestrian ingress and egress to the Emergency Department.

WHEREAS, the City of Cincinnati, an Ohio municipal corporation (the "**City**") is agreeable to lease to UC Health the G&H Property, finding that it is in the vital and best interests of the City, and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

WHEREAS, the City and UC Health intend to execute a certain lease agreement pursuant to which the City will lease to UC Health, and UC Health will lease from the City, the G&H Property (the "**Lease**"), the form of which has been provided to the Owner. In addition to the Lease, the City and UC Health will execute a certain Memorandum of Lease, substantially in the form set forth in **Exhibit B** attached hereto ("**Memorandum of Lease**"), and record such Memorandum of Lease in the Hamilton County, Ohio Records.

WHEREAS, Owner is willing to consent to the Lease, so long as such Lease contains the terms and conditions memorialized in the Memorandum of Lease.

NOW, THEREFORE, Owner, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby agree as follows:

1. The Owner does hereby consent to the Lease, so long as such Lease contains the terms and conditions memorialized in the Memorandum of Lease, recorded at O.R. Vol. _____, Page _____ of the Hamilton County, Ohio Records.

2. The G&H Property is described more particularly on Exhibit C, attached hereto. A depiction of the G&H Property is attached as Exhibit D hereto.

3. The Owner acknowledges and understands that pursuant to the Lease, UC Health intends to make certain improvements and modifications to the G&H Property, including but not limited to changing some of the direction of traffic flow within the G&H Property, as generally depicted on Exhibit E attached hereto. Notwithstanding anything contained herein to the contrary, the Owner reserves the right for itself, its successors and assigns, and its employees, agents, invitees, and permittees, to access the G&H Property, as improved and modified generally as depicted on Exhibit E, for the purpose of ingress and egress to and from the Owner's Property, in compliance with all applicable laws. This Consent shall run with the Owner's Property, and shall be binding upon the Owner, and its successors and assigns.

4. The Owner's execution of this Consent and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Owner and the individual(s) executing this Consent and the documents contemplated hereby on behalf of Owner have full power and authority to legally bind Owner.

[Signature on Following Page]

Executed on _____, 2021.

OWNER:

a(n) _____

By: _____

Name: _____

Its: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, as _____ of _____, a(n) _____, on behalf of the company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Notary Public
My commission expires: _____

EXHIBIT A
TO CONSENT TO LEASE AGREEMENT

Legal Description of Owner's Property

Please Insert.

EXHIBIT B
TO CONSENT TO LEASE AGREEMENT

Memorandum of Lease

[Space Reserved For Recorder]

MEMORANDUM OF LEASE

1. **Landlord:** **City of Cincinnati**
 801 Plum Street
 Cincinnati, Ohio 45202

Tenant: **UC Health, LLC**
 3200 Burnet Avenue
 Cincinnati, Ohio 45202

2. **Effective Date of Lease:** _____, 2021

3. **Description of Leased Premises:** Portions of Goodman Street and Highland Avenue, consisting of approximately 0.873 acre, and that parcel of real property known as Hamilton County, Ohio Auditor's Parcel No. 104-0001-0259-00, as more particularly described on **Exhibit A**.

4. **Term of Lease:** The Initial Term shall commence on the Effective Date (as defined in the Lease) and shall continue through July 31, 2053 (the "Expiration Date").

5. **Extension Term:** The Initial Term of the Lease shall automatically be extended for one (1) renewal period of thirty (30) years, as described more particularly in the Lease.

6. **Option to Purchase/Right of First Refusal:** None

7. **Traffic Flow:** The traffic flow on the Leased Premises will be as generally depicted on **Exhibit B**, attached hereto and incorporated herein by reference.

8. **Abutting Owner Consents:** The following owners whose properties abut the Leased Premises have consented to the Lease: (a) University of Cincinnati Medical Center, LLC, an Ohio limited liability company ("**UCMC**"), (b) the City of Cincinnati, an Ohio municipal corporation (the "**City**"), (c) Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children ("**Shriners**")), (d) the State of Ohio, for the use and benefit of the University of Cincinnati, a State University
{00330504-9}

(the “*State*”), and (e) UC Health, LLC, an Ohio limited liability company (“*UC Health*”). UCMC, Shriners, the State, and UC Health have executed Consents to Lease Agreement, copies of which are attached hereto as **Exhibit C** (the “**Abutting Owner’s Consents**”). The City’s consent to the Lease, both as an abutting property owner and as owner of the Leased Premises, is evidenced in Ordinance No. _____-2021, passed on _____, 2021. This Memorandum of Lease is referenced as “Exhibit B” in each of the Abutting Owner’s Consents.

9. **Other Terms:** The Lease contains and sets forth other important terms and provisions, and the Lease is incorporated herein by reference. Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Lease. In the event of any conflict between the Lease and the terms of this Memorandum, the Lease shall control.

[Signatures on Following Pages]

[Landlord's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Landlord has executed this Memorandum of Lease as of the date set forth below.

CITY OF CINCINNATI:

By: _____
Name: _____
Its: _____
Date: _____

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. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Notary Public

[Tenant's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Tenant has executed this Memorandum of Lease as of the dates set forth below.

UC HEALTH, LLC:

By: _____

Name: _____

Its: _____

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, the _____ of UC Health, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Notary Public

This instrument was prepared in its unexecuted form by: Laura K. Napolitano, Esq., Graydon Head & Ritchey LLP, 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202 (513) 621-6464.

EXHIBIT A
TO MEMORANDUM OF LEASE

Legal Description of Leased Premises

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

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AND ALSO:

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EXHIBIT B
TO MEMORANDUM OF LEASE

WV Health
 New ED & Surgery Infill
 Civil SD Set

CANNONDESIGN

1101 Market Street, Suite 200
 Charleston, WV 25301
 304.762.1234
 www.cannondesign.com



TRAFFIC FLOW
 EXHIBIT

1 OF 1



EXHIBIT B-1
TO MEMORANDUM OF LEASE

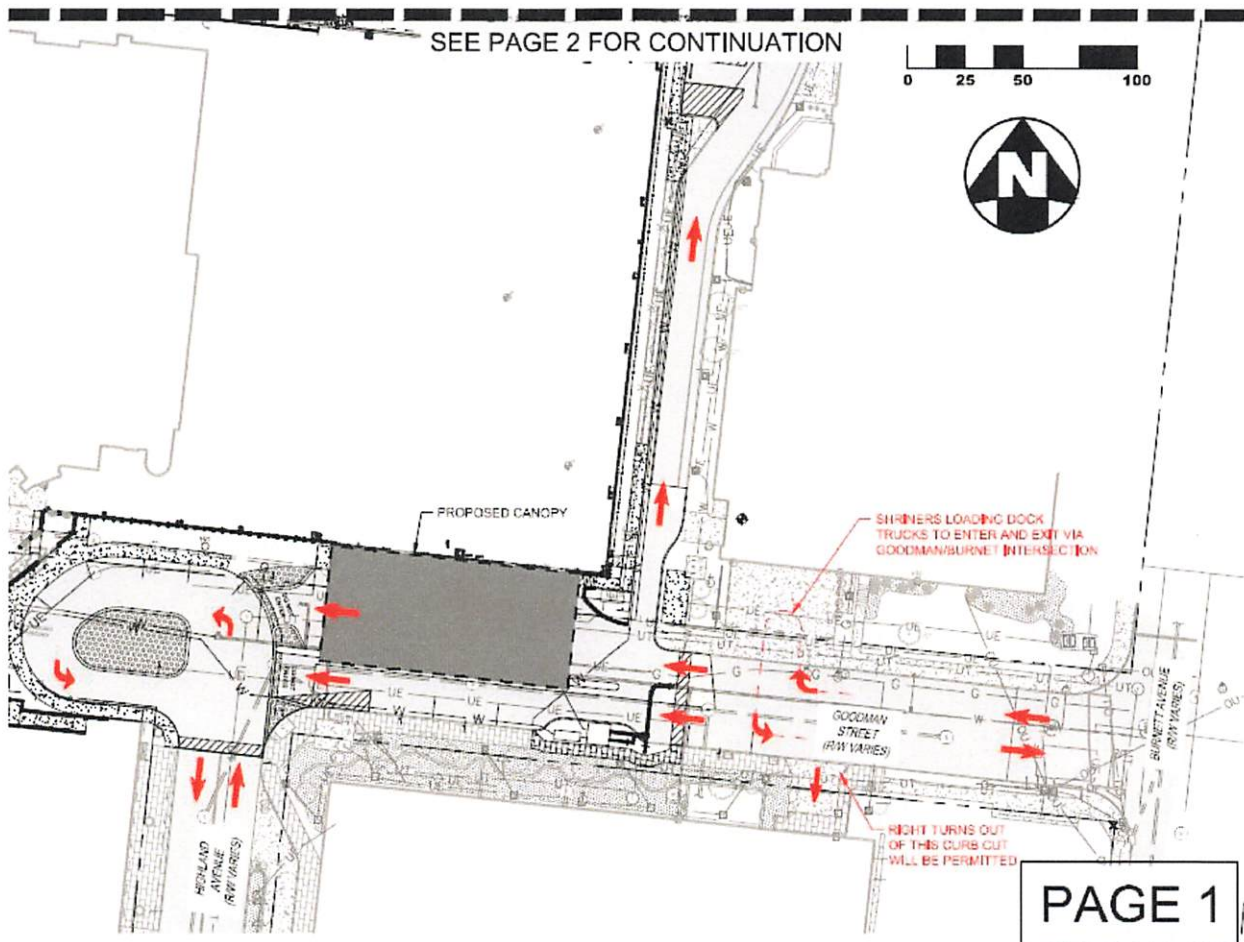
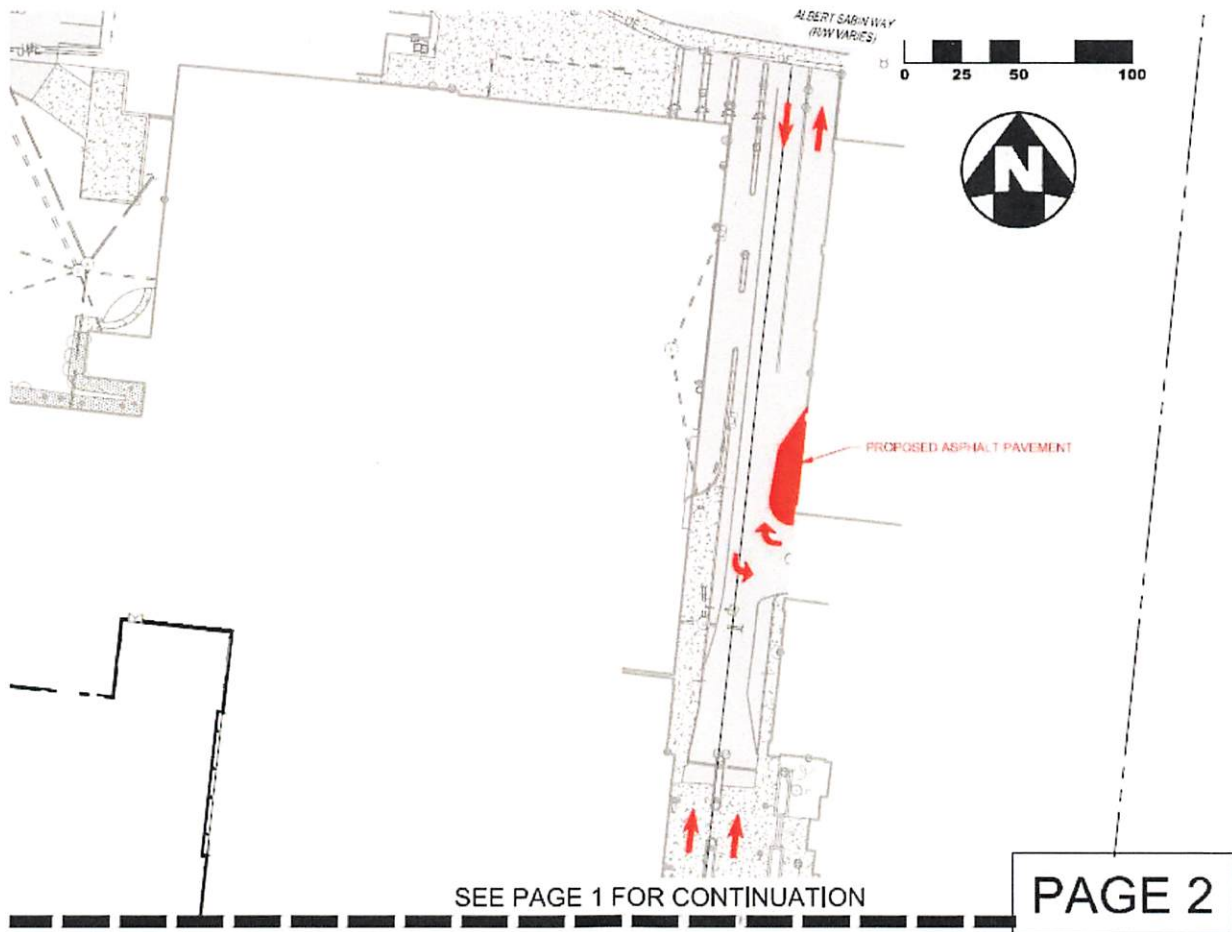


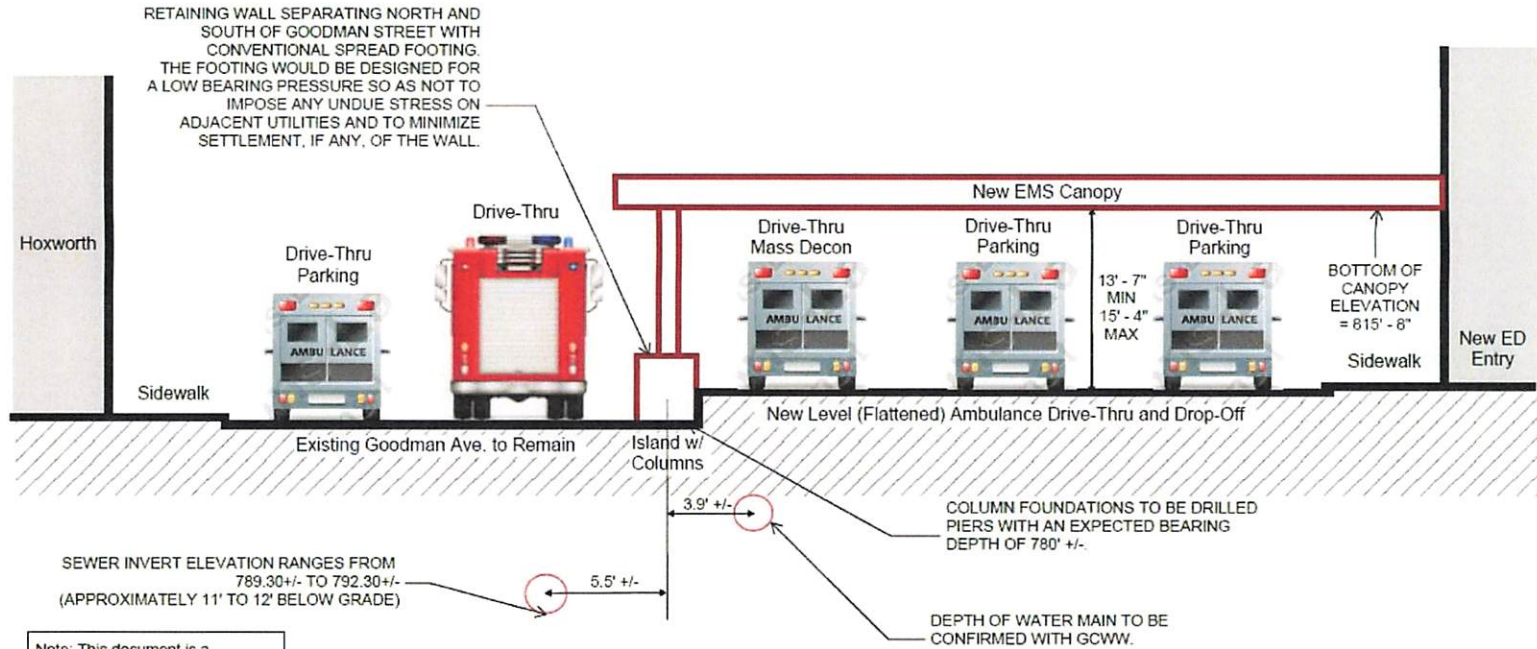
EXHIBIT B-2
TO MEMORANDUM OF LEASE



SEE PAGE 1 FOR CONTINUATION

PAGE 2

Section Through New EMS Drive and Drop-Off (Looking Down Goodman)



Note: This document is a diagrammatic concept representation and not for official use or for construction.

New EMS & Walk-in Drop-Off Site Plan Concept

- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
- Maintains 2 lanes of Goodman Ave. as bypass lanes for larger vehicles and/or for overflow parking.
- Total of 5 lanes including a lane for Mass Dectoam parking/staging with showers above.
- Ambulance traffic will enter off Burnet Ave. and travel West on Goodman pulling under a new drop-off canopy and exit either through a new roundabout or directly South on Highland.
- Car traffic will enter North on Highland into a new Roundabout with a dedicated Walk-In Drop-Off and parking lane that can also accommodate Ambulance parking.

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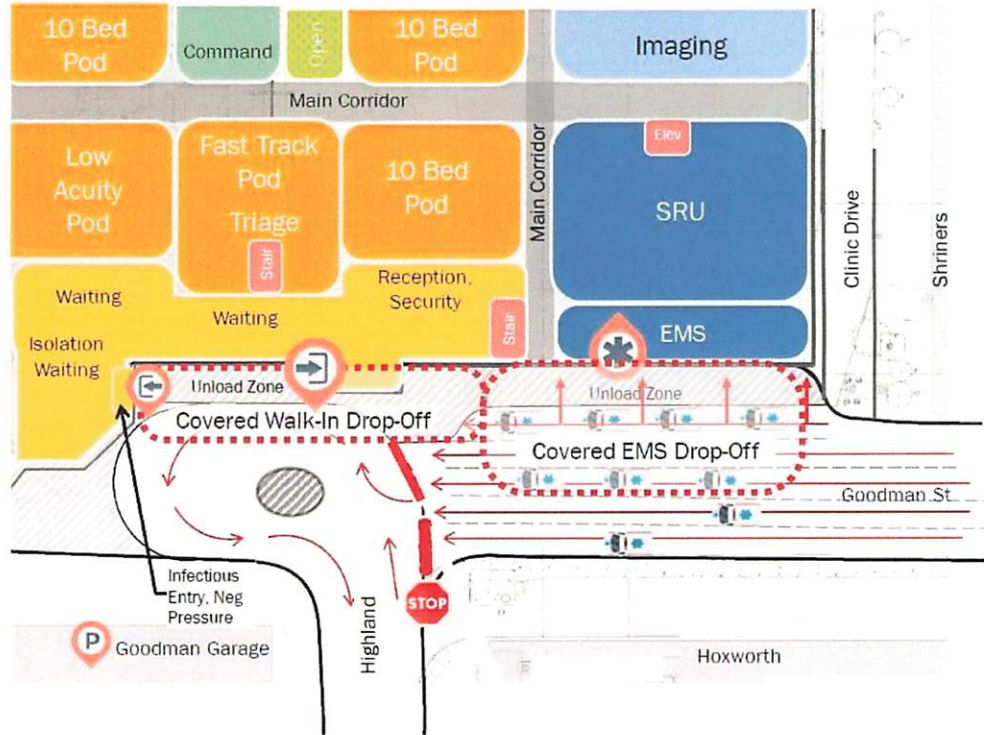


EXHIBIT C
TO MEMORANDUM OF LEASE

Please See Attached.

[INSERT COPIES OF SIGNED ABUTTING OWNER'S CONSENTS]

EXHIBIT C
TO CONSENT TO LEASE AGREEMENT

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

AND ALSO:

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;
{00330504-9}

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

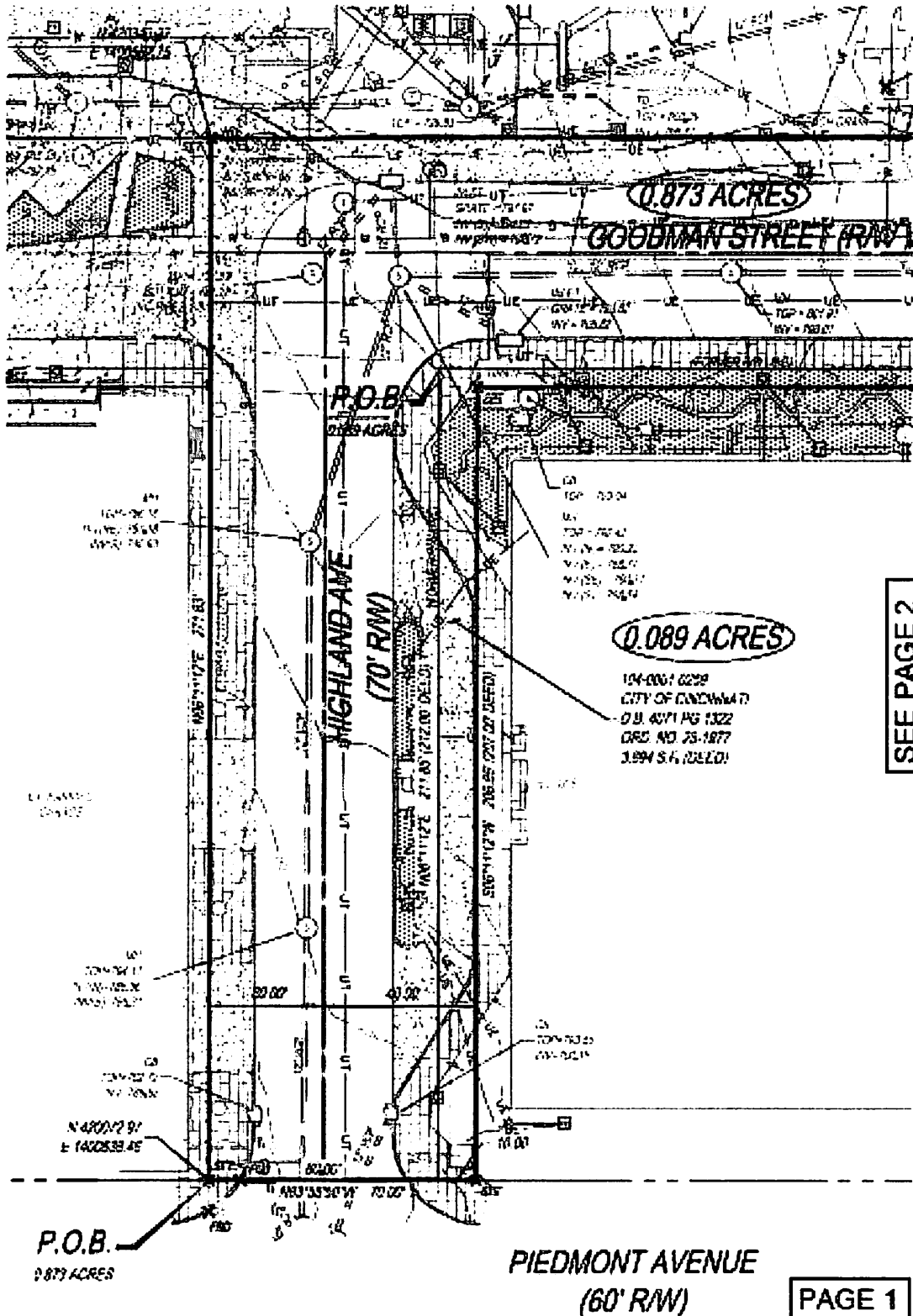
Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

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The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

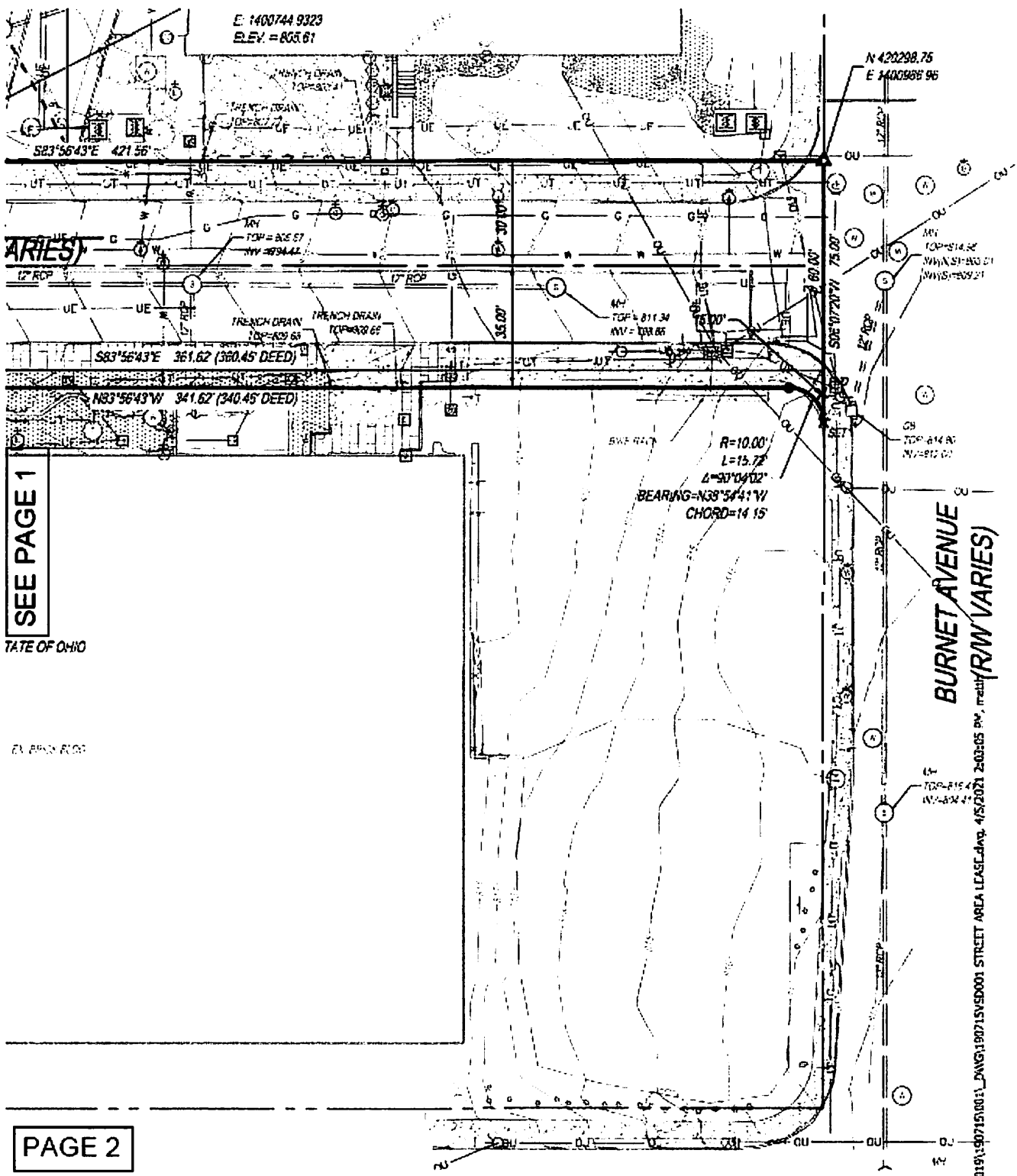
The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.



SEE PAGE 2

PAGE 1

H:\2151\1017\91021_1017\1017_25-1877_001 STREET AREA L&S.DWG. 10.1.2011 2011.dwg PPL 14807



E 1400744 9323
ELEV. = 865.61

N 420298.75
E 1400988.96

S83°56'43"E 421.56'

ARIES

S83°56'43"E 361.62 (360.45 DEED)

N83°56'43"W 341.62 (340.45 DEED)

SEE PAGE 1

STATE OF OHIO

EX. PLAN. R.O.P.

R=10.00'
L=15.7'
Δ=93°04'02"
BEARING=N33°34'41"W
CHORD=14.15'

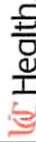
BURNET AVENUE
(R/W VARIES)

PAGE 2

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EXHIBIT E
TO CONSENT TO LEASE AGREEMENT

Traffic Flow Plans



New ED & Surgery Infill
Civil SD Set

CANNONDESIGN

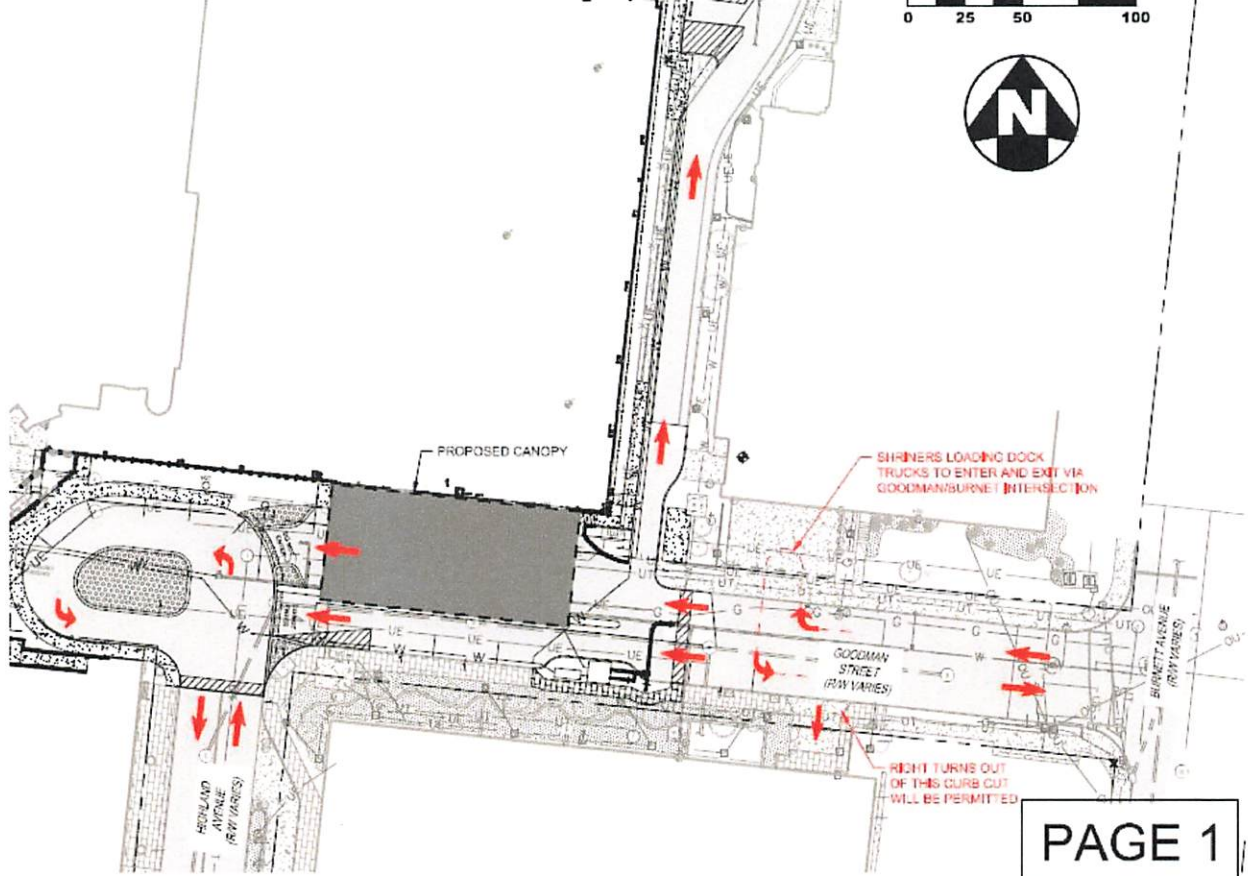
1000 S. MAIN ST.
SUITE 100
BOZEMAN, MT 59717
PH: (406) 552-1000
WWW.CANNONDESIGN.COM



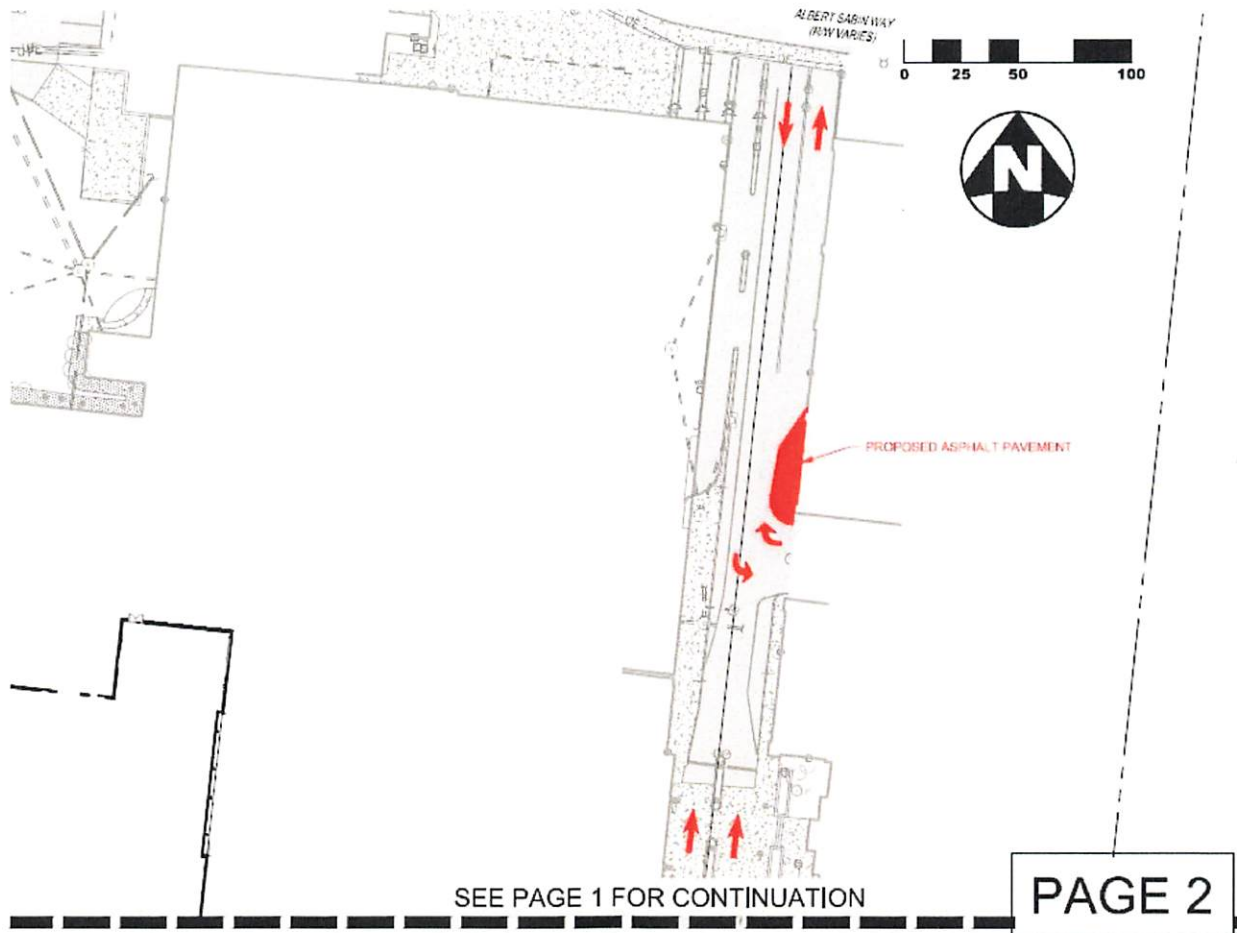
TRAFFIC FLOW
EXHIBIT

1 OF 1

SEE PAGE 2 FOR CONTINUATION



PAGE 1



New EMS & Walk-in Drop-Off Site Plan Concept

- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
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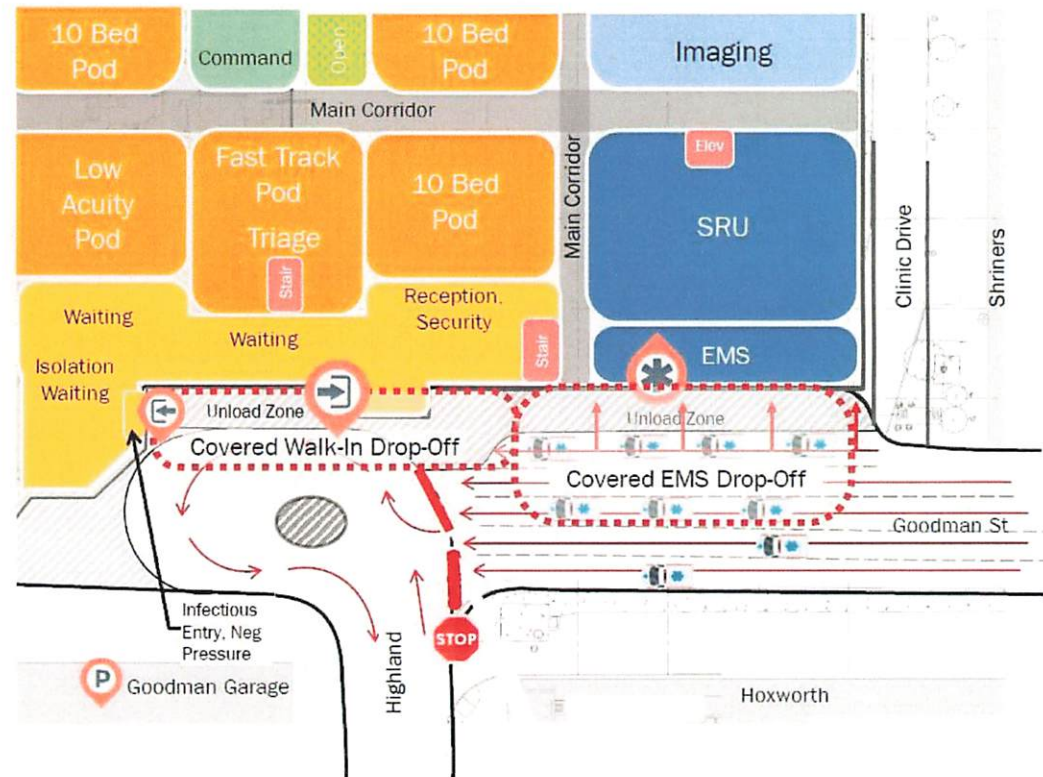


EXHIBIT E-1
to
Lease Agreement

ACTUAL CONSENTS TO LEASE AGREEMENT

1. University of Cincinnati Medical Center, LLC, an Ohio limited liability company
2. Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children)
3. State of Ohio, for the use and benefit of the University of Cincinnati, a State University
4. UC Health, LLC, an Ohio limited liability company

EXHIBIT F
to
Lease Agreement

FORM OF MEMORANDUM OF LEASE

[Space Reserved For Recorder]

MEMORANDUM OF LEASE

10. **Landlord:** **City of Cincinnati**
 801 Plum Street
 Cincinnati, Ohio 45202

Tenant: **UC Health, LLC**
 3200 Burnet Avenue
 Cincinnati, Ohio 45202

11. **Effective Date of Lease:** _____, 2021

12. **Description of Leased Premises:** Portions of Goodman Street and Highland Avenue, consisting of approximately 0.873 acre, and that parcel of real property known as Hamilton County, Ohio Auditor’s Parcel No. 104-0001-0259-00, as more particularly described on **Exhibit A**.

13. **Term of Lease:** The Initial Term shall commence on the Effective Date (as defined in the Lease) and shall continue through July 31, 2053 (the “Expiration Date”).

14. **Extension Term:** The Initial Term of the Lease shall automatically be extended for one (1) renewal period of thirty (30) years, as described more particularly in the Lease.

15. **Option to Purchase/Right of First Refusal:** None

16. **Traffic Flow:** The traffic flow on the Leased Premises will be as generally depicted on **Exhibit B**, attached hereto and incorporated herein by reference.

17. **Abutting Owner Consents:** The following owners whose properties abut the Leased Premises have consented to the Lease: (a) University of Cincinnati Medical Center, LLC, an Ohio limited liability company (“*UCMC*”), (b) the City of Cincinnati, an Ohio municipal corporation (the “*City*”), (c) Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children)

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("Shriners"), (d) the State of Ohio, for the use and benefit of the University of Cincinnati, a State University (the "State"), and (e) UC Health, LLC, an Ohio limited liability company ("UC Health"). UCMC, Shriners, the State, and UC Health have executed Consents to Lease Agreement, copies of which are attached hereto as **Exhibit C** (the "Abutting Owner's Consents"). The City's consent to the Lease, both as an abutting property owner and as owner of the Leased Premises, is evidenced in Ordinance No. _____-2021, passed on _____, 2021. This Memorandum of Lease is referenced as "Exhibit B" in each of the Abutting Owner's Consents.

18. **Other Terms:** The Lease contains and sets forth other important terms and provisions, and the Lease is incorporated herein by reference. Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Lease. In the event of any conflict between the Lease and the terms of this Memorandum, the Lease shall control.

[Signatures on Following Pages]

[Landlord's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Landlord has executed this Memorandum of Lease as of the date set forth below.

CITY OF CINCINNATI:

By: _____
Name: _____
Its: _____
Date: _____

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. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Notary Public

[Tenant's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Tenant has executed this Memorandum of Lease as of the dates set forth below.

UC HEALTH, LLC:

By: _____
Name: _____
Its: _____
Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, the _____ of UC Health, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Notary Public

This instrument was prepared in its unexecuted form by: Laura K. Napolitano, Esq., Graydon Head & Ritchey LLP, 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202 (513) 621-6464.

EXHIBIT A
TO MEMORANDUM OF LEASE

Legal Description of Leased Premises

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

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The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

EXHIBIT B
TO MEMORANDUM OF LEASE

Health
 New ED & Surgery Infill
 Civil SD Set

CANNONDESIGN

1000 N. 17th Street
 Suite 100
 Lincoln, NE 68502
 (402) 441-1111
 www.cannondesign.com



TRAFFIC FLOW
 Exhibit

1 OF 1



EXHIBIT B-1
TO MEMORANDUM OF LEASE

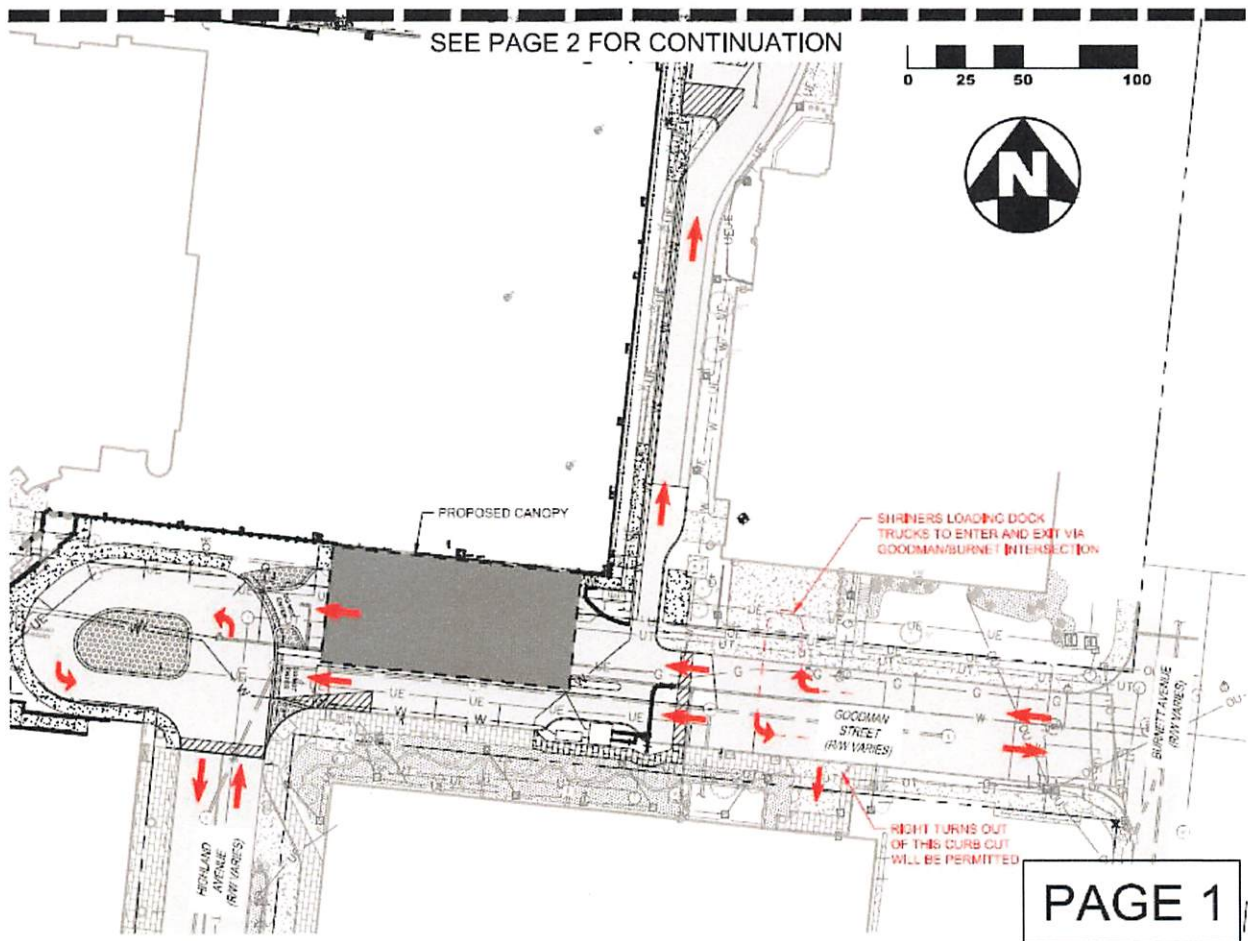
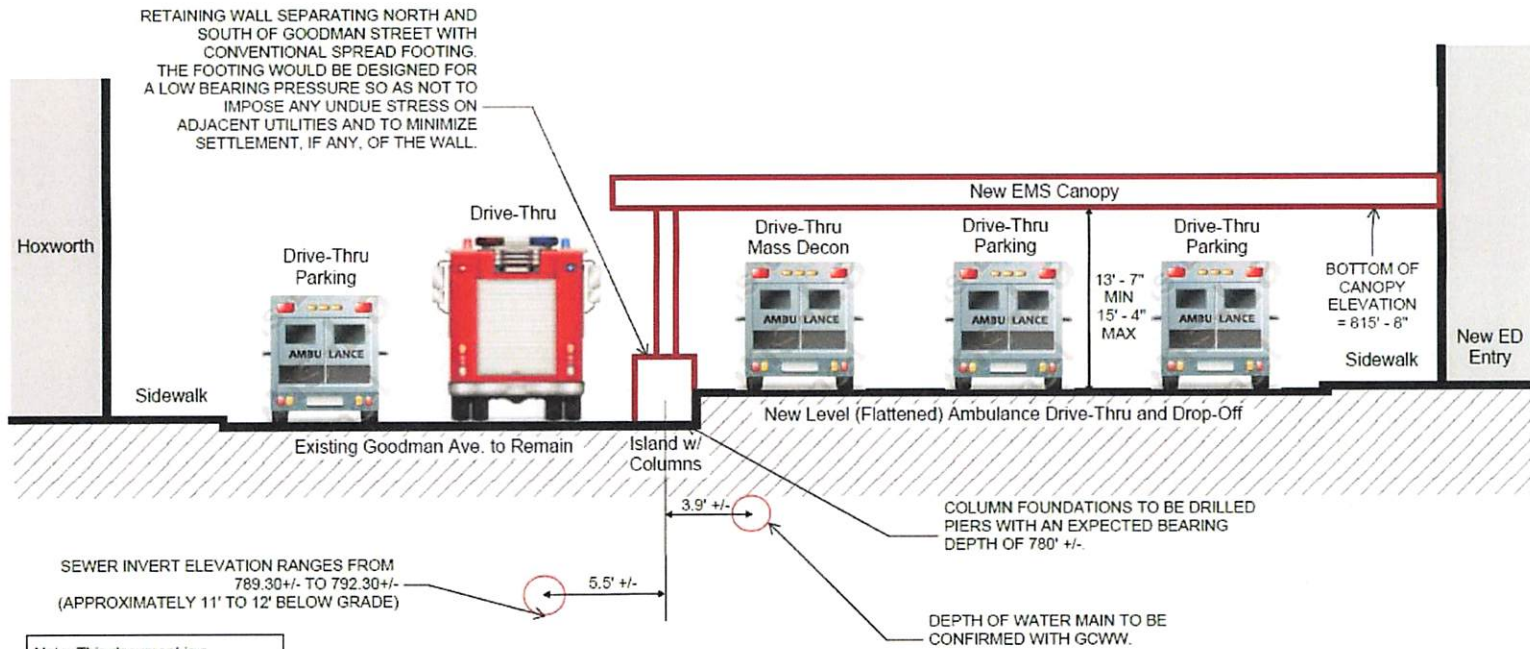


EXHIBIT B-2
TO MEMORANDUM OF LEASE



Section Through New EMS Drive and Drop-Off (Looking Down Goodman)



Note: This document is a diagrammatic concept representation and not for official use or for construction.

EXHIBIT B-3
TO MEMORANDUM OF LEASE

New EMS & Walk-in Drop-Off Site Plan Concept

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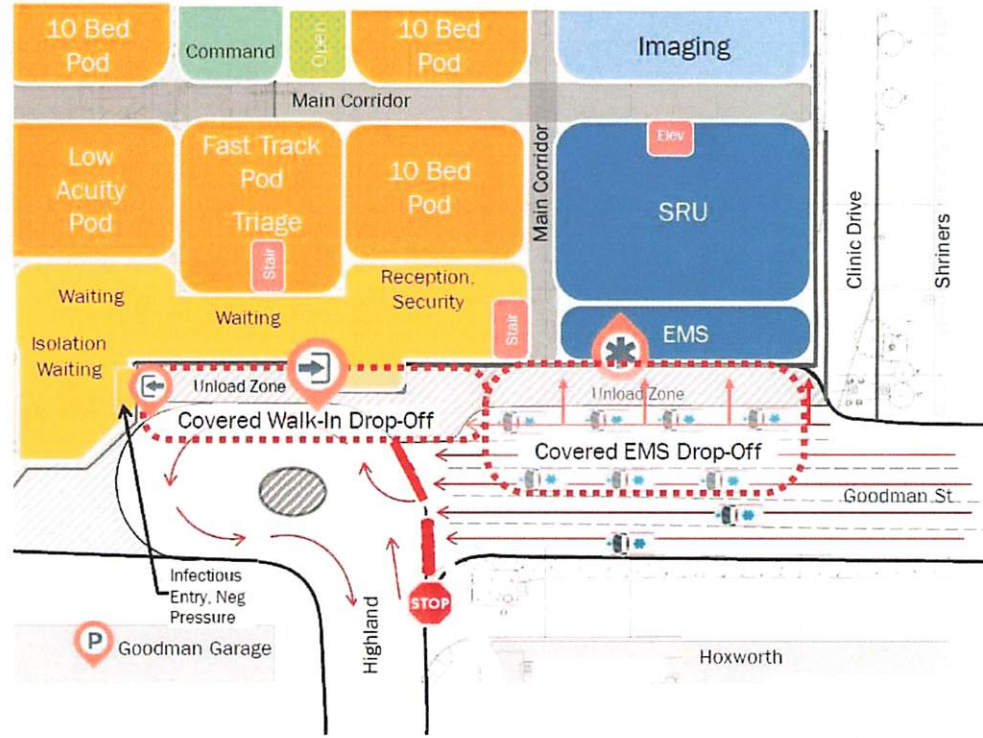


EXHIBIT B-4
TO MEMORANDUM OF LEASE

EXHIBIT C
TO MEMORANDUM OF LEASE

Please See Attached.

[INSERT COPIES OF SIGNED ABUTTING OWNER'S CONSENTS]

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