

EMERGENCY

City of Cincinnati

DSC

*AWG*

An Ordinance No. \_\_\_\_\_

- 2021

**AUTHORIZING** the City Manager to execute a *Property Sale Agreement* between the City of Cincinnati and Greenwich on Garfield, LLC, for the sale of City-owned property located at 110 and 120 Garfield Place in downtown Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property located at 110 and 120 Garfield Place in Cincinnati, as more particularly described in the *Property Sale Agreement* attached to this ordinance as Attachment A (the "Property"), which is under the management and control of the City's Department of Community and Economic Development; and

WHEREAS, Piatt Park Community Urban Redevelopment Corporation and Piatt Park Associates Limited Partnership (collectively, "Lessees") leased and redeveloped the Property pursuant to a certain *Contract for Lease of Land for Private Redevelopment* dated October 21, 1994, as amended by a certain *First Amendment to Contract for Lease of Land for Private Redevelopment* dated August 23, 1995, with the City; and

WHEREAS, Greenwich on Garfield, LLC ("Purchaser"), an affiliate of Lessees, desires to acquire fee title to the Property; and

WHEREAS, the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$1,600,000, which Purchaser has agreed to pay; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research; and

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

WHEREAS, the City has determined that: (i) the Property is not needed for municipal purposes; and (ii) eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the public because (a) Purchaser's affiliates effectively control the Property pursuant to a lease with the City, (b) consolidating ownership of the Property with the management and practical control of the Property will result in efficiencies and simplify title, and (c) the City will receive up-front compensation for the sale that is more valuable to it than the long-term revenues it expects to realize under the existing lease; 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 May 7, 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*, in substantially the form attached to this ordinance as Attachment A (the “Sale Agreement”), with Greenwich on Garfield, LLC (“Purchaser”), which provides for the City’s sale of property located at 110 and 120 Garfield in Cincinnati (the “Property”) to Purchaser.

Section 2. That the Property is not needed for municipal purposes.

Section 3. That the fair market value of the Property, as determined by professional appraisal by the City’s Real Estate Services Division, is approximately \$1,600,000, which Purchaser has 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 public because (a) Purchaser’s affiliates effectively control the Property pursuant to a lease with the City, (b) consolidating ownership of the Property with the management and practical control of the Property will result in efficiencies and simplify title, and (c) the City will receive up-front compensation for the sale that is more valuable to it than the long-term revenues it expects to realize under the existing lease.

Section 5. That the proceeds from the sale of the Property 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 thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. 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 the Sale Agreement, including, without limitation, executing any and all ancillary agreements, amendments, plats, deeds, and other documents.

Section 7. 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 to expedite the City's execution of the Sale Agreement and conveyance of the Property to Purchaser, which will enable Purchaser to close on its financing at the earliest possible time.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

**ATTACHMENT A**

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

**PROPERTY SALE AGREEMENT**

*by and between the*

**CITY OF CINCINNATI**

*and*

**GREENWICH ON GARFIELD, LLC**

Sale of Greenwich on the Park  
(110 & 120 Garfield Place, Cincinnati, Ohio 45202)

Dated: \_\_\_\_\_, 2021

## PROPERTY SALE AGREEMENT

(Sale of Greenwich on the Park – 110 & 120 Garfield Place, Cincinnati, Ohio 45202)

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, having an address of 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **GREENWICH ON GARFIELD, LLC**, an Ohio limited liability company, having an address of 1055 St. Paul Place, Cincinnati, Ohio 45202 ("**Purchaser**").

### Recitals:

A. Purchaser desires to acquire fee title to certain real property owned by the City located at 110 and 120 Garfield Place, Cincinnati, Ohio 45202, Auditor's Parcel Nos. 077-0001-0102 through -0114 and -0176, as more particularly described in Exhibit A (Legal Description) hereto (the "**Sale Property**").

B. The City, Piatt Park Community Urban Redevelopment Corporation, and Piatt Park Associates Limited Partnership (collectively, "**Lessees**") are currently parties to a *Contract for Lease of Land for Private Redevelopment* dated October 21, 1994, as amended by *First Amendment to Contract for Lease of Land for Private Redevelopment* dated August 23, 1995 (as amended, the "**Lease**"), pursuant to which Lessees, which are affiliates of Purchaser, leased and redeveloped the Sale Property.

C. The City's Real Estate Services Division has determined, by appraisal, that the Sale Property has a fair market value of \$1,600,000.00.

D. The City is agreeable to selling the Sale Property to Purchaser for One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) (the "**Purchase Price**"), on, and subject to, the terms, conditions, and limitations of this Agreement.

E. The City has determined that eliminating competitive bidding in connection with the sale of the Sale Property is appropriate because (i) Purchaser's affiliates effectively control the Sale Property already via the Lease, (ii) consolidating ownership of the Sale Property with the management and practical control of the Sale Property will result in efficiencies and simplify title, and (iii) the City will receive up-front compensation for the sale that is more valuable to it than the long-term revenues it expects to realize under the Lease.

F. The City has determined that the Sale Property is not needed for a municipal purpose and that the sale of the Sale Property will not be detrimental to the public interest.

G. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.

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

I. The City, upon recommendation of the City's Department of Community and Economic Development, believes that it is in the 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, to enter into this Agreement.

J. 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 May 7, 2021.

K. The execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. \_\_\_\_\_-2021, passed by Cincinnati City Council on \_\_\_\_\_, 2021.

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

**1. PURCHASE PRICE OF SALE PROPERTY; NO CITY REPRESENTATIONS OR WARRANTIES.**

(A) Purchase Price of Sale Property. City hereby agrees to sell Purchaser the Sale Property, and Purchaser hereby agrees to purchase the Sale Property for the Purchase Price, on and subject to the terms and conditions of this Agreement.

(B) No Representations or Warranties with respect to Sale Property. The City makes no representations or warranties as to the quality, marketability, or status of title to the Sale Property or to the condition of the same (including with respect to any environmental, geotechnical, legal, or other matters); the City is providing certain rights with respect to such property "as is, where is" with all faults. Purchaser acknowledges that it is represented by legal counsel in negotiating this Agreement and in conducting legal and other due diligence.

**2. CLOSING.**

(A) Conditions. The closing on the City's sale of the Sale Property to Purchaser shall not occur unless and until each of the following conditions ("**Conditions**") has been satisfied or waived:

(i) Purchaser's Due Diligence Investigations: Purchaser's approval of its due diligence investigations with respect to the Sale Property, including without limitation, title, survey, and environmental assessments, all of which shall be performed at no expense to the City;

(ii) Consolidation Plat and Legal Description: The parties' approval of a single Consolidation Plat and new legal description for the Sale Property, all of which shall be prepared by Purchaser at no expense to the City;

(iii) Termination of Lease: Purchaser will cause the Lessees to execute and deliver a Termination of Lease in the form of Exhibit B hereto, which termination shall be effective as of the Closing;

(iv) Payment of Rent: Purchaser will cause the Lessees to pay to the City Rent (as defined in the Lease) pro rata through and including the date of Closing; and

(v) No Defaults: No default (or condition which would, by the provision of notice, the passage of time, or otherwise, constitute a default) exists under this Agreement or any other documents or instruments entered into by the City and Purchaser, or any affiliates of Purchaser, including without limitation, any payment obligations pursuant to any agreements among the City and affiliates of Purchaser executed in connection herewith.

(B) Closing Date; Right to Terminate if Conditions are not Satisfied. The closing on the City's sale of the Sale Property to Purchaser ("**Closing**") shall take place promptly after the parties have mutually determined in writing that all of the Conditions have been satisfied or waived, or on such earlier or later date as the parties may agree upon. The parties presently anticipate that the Closing will occur on or about \_\_\_\_\_, 2021. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within 30 days after such target closing date, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party at any time thereafter, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. At such time as the parties mutually determine that all Conditions have been

satisfied or waived, the parties shall, at the request of the other party, confirm in writing that the parties' respective termination rights under this paragraph have expired.

(C) Closing Costs and Closing Documents.

(i) Closing. At Closing, Purchaser shall pay the Purchase Price in full, and the City shall convey to Purchaser all of its right, title and interest in and to the Sale Property by Quitclaim Deed in the form of Exhibit C (Form of Deed) (the "**Deed**"). The City shall convey the Sale Property to Purchaser in "as is" condition. Purchaser shall rely solely upon its own inspections to determine the condition of the Sale Property. 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 for any defects, adverse environmental condition, or any other matters affecting the Sale Property. The provisions of this Agreement shall survive the City's execution and delivery of the Deed and shall not be deemed to have been merged therein.

(ii) Closing Costs and Prorations. At Closing, Purchaser shall pay the recording fees for the Deed 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 beginning with the first real estate tax bill that comes due following the Closing and thereafter, Purchaser shall pay all real estate taxes and assessments thereafter becoming due, regardless of the period of time to which such tax bills relate. At Closing, the parties shall execute a settlement statement and any and all other customary affidavits and closing documents that are necessary for the Closing, *provided that* the City shall not be required to execute an Affidavit of Title or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Sale Property "as is". Pursuant to Cincinnati Municipal Code Section 301-20, at Closing, Purchaser shall pay to the City any and all then unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser or its affiliates to the City.

(D) Contribution toward Maintenance of Piatt Park. Purchaser acknowledges that the Lease contains an obligation of the Lessees to contribute to the maintenance of Piatt Park. Purchaser is willing to assume this obligation as a condition of the sale of the Sale Property, and accordingly, at Closing the Purchaser shall execute and deliver a covenant for the benefit of the City for Purchaser's payment of a share of costs to operate, maintain, repair and replace Piatt Park improvements in the form of Exhibit D (Form of Restrictive Covenant).

3. NOTICES. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:  
City Manager  
City of Cincinnati  
801 Plum Street  
Cincinnati, OH 45202

To Purchaser:  
Greenwich on Garfield, LLC  
1055 St. Paul Place  
Cincinnati, OH 45202

With a copy to:

Director, Dept. of Community and  
Economic Development  
City of Cincinnati  
805 Central Avenue, Suite 700  
Cincinnati, OH 45202



Notwithstanding anything to the contrary herein, 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, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

**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 is a limited liability company duly organized and validly existing under the laws of the State of Ohio, is qualified to conduct business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

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

(iii) The execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Purchaser, or any mortgage, indenture, 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.

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Purchaser, threatened against or affecting Purchaser, or its parents, subsidiaries, or affiliates, at law or in equity or before or by any governmental authority that, if determined adversely, would impair the financial condition of such entity or its ability to perform its obligations with respect to the matters contemplated herein.

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

(vi) The statements made in the documentation provided by Purchaser to the City that are descriptive of Purchaser and the Project 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, or, if any such documentation contained such a misleading or untrue omission or statement, further documentation correcting such omissions or statements was subsequently provided to the City prior to Purchaser's execution of this Agreement.

(vii) With reference to Section 301-20 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*) of the Cincinnati Municipal Code, to the best of Purchaser's knowledge neither Purchaser nor any of its affiliates are in breach of any of their respective obligations to the City under any existing agreements with the City nor does Purchaser nor any of its affiliates owe any fines, penalties, judgment awards or any other amounts to the City.

**5. GENERAL PROVISIONS.**

(A) Entire Agreement; Conflicting Provisions. This Agreement 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. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other agreements are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control.

(B) Amendments and Waivers. The provisions of this Agreement may be amended, waived or otherwise modified only by a written agreement 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. Each party 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 permitted assigns.

(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 Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(H) Time. Time is of the essence with respect to the performance by Purchaser of its obligations under this Agreement.

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

(J) No Brokers. Purchaser represents to the City that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation from the other party as a result of the parties' execution of this Agreement.

(K) 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.

(L) Contingency for Legislative Authorization from City Council. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement and shall not be required to sell the Sale Property as described in this Agreement if for any reason City Council does not pass any and all necessary legislation in order for the matters contemplated by this Agreement to take place. If all necessary legislative authorizations are not obtained, either the City or Purchaser may terminate this Agreement by giving written notice thereof to the other party.

(M) Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Amendment may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

**6. ADDITIONAL COORDINATED REPORT CONDITIONS.**

(A) **Water Works.** Purchaser acknowledges and agrees that if the existing water system in the area of the Sale Property does not meet Purchaser's fire and/or domestic water demands, the water main in the area of the Sale Property may need to be upgraded at Purchaser's expense. Purchaser agrees and acknowledges that this Agreement does not relieve Purchaser from its responsibility to potentially upgrade the water system to meet future fire and domestic water demands at Purchaser's expense. Further, Purchaser acknowledges and agrees that all conditions of water service to the Sale Property, including the location of attachment to the public water system, and abandonment of any existing water service branches serving the Sale Property, will be determined upon submission of final plans and application for service, and that water service to the Sale Property is subject to all rules, regulations, and current practices and policies of the Cincinnati Water Works.

(B) **MSD.** Prior to applying for permits for any future development or redevelopment of the Sale Property from the City's Department of Buildings and Inspections, the Metropolitan Sewer District of Greater Cincinnati ("**MSD**") may require that Developer submit a Request for Availability for Sewer Service ("**RASS**"). The RASS will outline any additional MSD project requirements, including, without limitation, need for MSD tap permits and/or an Ohio EPA Permit to Install, utilization of licensed and bonded sewer tappers with MSD, sewer inspection scheduling, project on-site separation of flow requirements, MSD detention requirements, MSD excavation/fill permit for work over or near existing sewers, identifying easements, and a recommendation for Purchaser or Purchaser's general contractor to coordinate with Stormwater Management Utility for additional stormwater and detention requirements.

(C) **Cincinnati Bell.** There are existing underground telephone facilities at this location. The existing facilities 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 this request will be handled entirely at the property owner's expense.

7. **EXHIBITS.** The following exhibits are attached hereto and made a part hereof:  
Exhibit A – *Legal Description*  
Exhibit B – *Form of Termination of Lease*  
Exhibit C – *Form of Deed*  
Exhibit D – *Form of Restrictive Covenant*

*[SIGNATURES ON FOLLOWING PAGE]*

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

**CITY OF CINCINNATI,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager

Date: \_\_\_\_\_, 2021

**GREENWICH ON GARFIELD, LLC,**  
an Ohio limited liability company

By: Piatt Park Associates, Inc., its Manager

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

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

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

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

As authorized by resolution dated \_\_\_\_\_

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**

**Tract 1**

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, in Section 18, Town 4, Fractional Range 1, being part of Lots 20, 21, 22 and part of a vacated alley of Square 4 of Piatt and Grandin's Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County, Ohio Recorder's records and being more particularly described as follows:

Beginning at a point in the northerly line of Garfield Place North 74° 00' East 70 feet from the intersection of the northerly line of Garfield Place and the easterly line of Elm Street; thence from said point of beginning on a curve to the right, having a radius of 187 feet for a distance of 33.89 feet, the chord of said curve bears South 79° 11' 30" West for a distance of 33.84 feet to a point; thence North 15° 56' West 56.94 feet to a point; thence North 74° 53' West 36.29 feet to a point in the easterly line of Elm Street; thence North 15° 56' West along the easterly line of Elm Street 30.08 feet to a point in the southerly line of Weaver Alley; thence North 74° 00' East along said southerly line 78.09 feet to a point; thence on a curve to the left, having a radius of 49.61 feet for a distance of 17.31 feet, the chord of said curve bears North 84° 00' 43" East for a distance of 17.25 feet to a point; thence South 15° 56' East 87.63 feet to a point in the northerly line of Garfield Place thence South 74° West along the northerly line of Garfield Place 25.09 feet to the place of beginning.

For Informational Purposes Only:  
(Pt of PPN 77-0001-0102 TH 111Cons)  
Registered Land Cert: 126997

**Tract 2**

Situate in Section 18, Fractional Range 1, Town 4, Cincinnati Township, Hamilton County, Ohio, and being a part Lots 21 and 22 of Square 4 of Piatt and Grandin's Subdivision, as recorded in Deed Book 22, Page 113 of the Hamilton County Recorder's Office, and being more particularly described as follows: Beginning at the intersection of the north line of Garfield Place (126 foot right-of-way) and the east line of Elm Street (66 foot right-of-way), measure in said east line North 15° 56' West a distance of 40.70 feet to a point; thence on a curve to the left, said curve having a radius of 37.00 feet and a chord bearing South 18° 17' 19" East 3.04 feet, a distance of 3.04 feet as measured along said curve to the place of beginning; thence South 16° 04' 35" East a distance of 26.55 feet to a point; thence North 73° 55' 25" East a distance of 14.54 feet to a point, thence, on a curve to the right, said curve having a radius of 37.00 feet and a chord bearing North 44° 47' 22" West 30.27 feet, a distance of 31.18 feet as measured along said curve to the place of beginning. Containing 127.00 square feet of land, more or less.

For Informational Purposes Only:  
(PPN 77-0001-176)

**Tract 3**

All that lot of land situated in the City of Cincinnati, Hamilton County, Ohio, and being part of Lots 21 and 22 of Square 4 of Piatt and Grandin Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County, Ohio Records and being more particularly described as follows:

Beginning at a point in the easterly line of Elm Street North 15° 56' West 40.70 feet from the intersection of the easterly line of Elm Street and the northerly line of Garfield Place; thence from said beginning point North 15° 56' West along the easterly line of Elm Street 19.30 feet to a southwest corner of Registered Land Certificate No. 26094; thence South 74° 53' East 36.29 feet to a corner of said Registered Land; thence South 15° 56' East along a westerly line of said Registered Land 56.94 feet to a point; thence on a curve to the right, having a radius of 187.00 feet a distance of 7.52 feet, the chord of said arc bears South 85° 32' 10" West a distance of 7.52 feet to a point; thence on a curve to the right, having a radius of 37.00 feet a distance of 49.97 feet, the chord of said arc bears North 54° 37' 20" West a distance of 46.26 feet to a point at the easterly line of Elm Street and the place of beginning.

For Informational Purposes Only:  
(Pt of PPN 77-0001-0102 TH 111Cons)

#### **Tract 4**

All that lot of land situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lots 25, 26, 27 and part of Lot 28 and part of a vacated alley of Square 4 of Piatt and Grandin's Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County, Ohio, records, and being more particularly described as follows:

Beginning at a point in the northerly line of Garfield Place at the southeast corner of Registered Land Certificate No. 26094, said point being 95.09 feet from the intersection of the northerly line of Garfield Place and the easterly line of Elm Street; thence from said beginning point northwardly along the easterly line of said Registered Land Certificate No. 26094 and said line produced northwardly 90.00 feet to a point in the southerly line of Weaver Alley; thence eastwardly along said southerly line 119.66 feet to a point; thence southwardly parallel with Elm Street 90.00 feet to a point in the northerly line of Garfield Place; thence westwardly along said northerly line 119.66 feet to the place of beginning.

For Informational Purposes Only:  
(Pt of PPN 77-0001-0102 TH 111Cons)

#### **Tract 5**

Situate and being in the City of Cincinnati, County of Hamilton, State of Ohio, on the north side of Eighth Street between Race and Elm Streets and beginning at the southeast corner of Lot No. 29, on B.M. and J.H. Piatt's Subdivisions of lots in Square No. Four (4); thence running westwardly forty-seven (47) feet on the north side of Eighth Street to a point in the south line of Lot No. 28; thence northwardly ninety (90) feet more or less to an alley; thence eastwardly along said alley forty-seven (47) feet; thence southwardly ninety (90) feet more or less to the place of beginning, and being Lot No 29 and the east part of Lot No. 28 in Square 4 of Piatt and Grandin's Subdivision as per plat recorded in Deed Book 22, Page 113, in the Recorder's Office of Hamilton County, Ohio.

Also, the following described real estate, being all that certain lot situated on the north side of Garfield Place, formerly Eighth Street, between Race and Elm Streets, in the City of Cincinnati, County of Hamilton, State of Ohio, and known and numbered as Lot No. 30 in Square 4, of Piatt and Grandin's Subdivision, as per plat recorded in Deed Book 22, Page 113, of the records of the Recorder of Hamilton County, Ohio, and being thirty-two (32) feet and four (4) inches in front on the north side of Garfield Place and ninety (90) feet in depth to Weaver Alley and having the same width in rear as in front.

For Informational Purposes Only:  
(PPN 77-0001-0112 TH 114Cons)

Also described as:

Situated in Section 18, Town 4, Fractional Range 1 Between the Miami, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of lots 20, 25 through 30, part of Lots 21 and 22 and part {00330501-10}

of a vacated alley of Square 4 of Piatt and Grandin's Subdivision as recorded in Deed Book 22, Page 113 being all of The City of Cincinnati land as recorded in as recorded in Official Record 13957, Page 1419, Official Record 6378, Page 2648, Deed Book 4314, Page 739, and prior Registered Land Certificate 126997 of the Hamilton County, Ohio Recorder's Office, containing 0.5999 acres being further described as follows:

Begin at a point found by measuring from the northeast intersection of the original north right of way of Garfield Place (126') and the original east right of way of Elm Street (66'); thence, with the original east right of way of said Elm Street, North 15° 56' 00" West, 40.70 feet to a set cross notch, said cross notch being the True Point of Beginning;

thence, from the True Point of Beginning thus found and continuing with the east right of way of said Elm Street, North 15° 56' 00" West, 49.63 feet to set cross notch on the south right of way of Weaver Alley (14');

thence, departing the east right of way of said Elm Street and with the south right of way of said Weaver Alley the following four courses: North 74° 04' 30" East, 78.09 feet to a set cross notch;

thence, with a non tangent curve to the left, having a central angle of 20° 01' 44", a radius of 49.61 feet, an arc length of 17.34 feet, and a chord bearing North 84° 05' 17" East, 17.25 feet to a set cross notch;

thence, North 16° 08' 53" West, 3.00 feet to a set cross notch;

thence, North 74° 04' 30" East, 199.38 feet to a set cross notch on the west right of way of Ira Alley (10');

thence, departing the south right of way of said Weaver Alley and with the west right of way of said Ira Alley, South 16° 08' 53" East, 89.55 feet to a set cross notch on the north right of way of said Garfield Place;

thence, departing the west right of way of said Ira Alley and with the north right of way of said Garfield Place, South 73° 55' 25" West, 224.78 feet to a set cross notch;

thence, continuing with the north right of way of said Garfield Place the following four courses: with a non tangent curve to the right, having a central angle of 10° 23' 03", a radius of 186.97 feet, an arc length of 33.89 feet, and a chord bearing South 79° 01' 25" West, 33.84 feet to a set cross notch;

thence, with a non tangent compound curve to the right, having a central angle of 02° 18' 16", a radius of 187.00 feet, an arc length of 7.52 feet, and a chord bearing South 85° 32' 04" West, 7.52 feet to a set cross notch;

thence, with a non tangent curve to the right, having a central angle of 24° 22' 42", a radius of 37.00 feet, an arc length of 15.74 feet, and a chord bearing North 81° 07' 27" West, 15.62 feet to a set cross notch;

thence, South 73° 55' 25" West, 14.54 feet to the east right of way of said Elm Street, being referenced by a set cross notch being South 16° 04' 35" East, 3.00 feet;

thence, with the east right of way of said Elm Street the following two courses: North 16° 04' 35" West, 26.55 feet to a set cross notch;

thence, with a curve to the right, having a central angle of 04° 42' 38", a radius of 37.00 feet, an arc length of 3.04 feet, and a chord bearing North 18° 17' 19" West, 3.04 feet to the True Point of Beginning containing 0.5999 acres of land more or less subject to all legal highways, easements, restrictions and agreements of record.

Basis of Bearings: Deed Book 4314, Page 739.

The above description was prepared from a consolidation plat made on August 9, 2019 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.



EXHIBIT B  
to Property Sale Agreement

**FORM OF TERMINATION OF LEASE**

----- space above for recorder -----

Contract No.: \_\_\_\_\_  
Property: 110 & 120 Garfield Place

**TERMINATION OF LEASE**

This Termination of Lease is made and entered into as of the Effective Date (as defined below) by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), **PIATT PARK COMMUNITY URBAN REDEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, \_\_\_\_\_ ("PPCURC"), and **PIATT PARK ASSOCIATES LIMITED PARTNERSHIP**, an Ohio limited partnership, \_\_\_\_\_ (together with PPCURC, the "Lessees").

A. The City and Lessees are parties to that certain *Contract for Lease of Land for Private Redevelopment* dated October 21, 1994, as memorialized by that certain *Memorandum of Contract for Lease of Land for Private Redevelopment* dated December 21, 1994, recorded on December 22, 1994 in Official Record 6645, Page 625, Hamilton County, Ohio Recorder's Office, as amended by *First Amendment to Contract for Lease of Land for Private Redevelopment* dated August 23, 1995, recorded on November 7, 1995 in Official Record 6902, Page 90, Hamilton County, Ohio Recorder's Office, and re-recorded on November 29, 1995 in Official Record 6917, Page 159, Hamilton County, Ohio Recorder's Office (as amended, the "Lease"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

B. Pursuant to the Lease, Lessees lease from the City the real property located at 110 and 120 Garfield Place Street in Cincinnati, as more particularly described on Exhibit A (Legal Description) attached hereto (the "Property").

C. Under the Lease, Lessees designed and constructed at the Property improvements consisting of commercial space, residential housing units and parking as more fully described in the Lease (the "Improvements"). Pursuant to Section XII of the Lease, title to the Improvements vested in PPCURC and remains in PPCURC until the expiration or earlier termination of the Lease, upon which the Improvements revert to the City.

D. Greenwich on Garfield, LLC, an Ohio limited liability company ("Purchaser"), and the City have entered into that certain *Property Sale Agreement* dated \_\_\_\_\_, 2021, pursuant to which the City has agreed to convey the Property to Purchaser via Quitclaim Deed.

NOW, THEREFORE, the parties hereby terminate the Lease effective as of the Effective Date. All obligations of the parties that have accrued but have not been fully performed up to and including the Effective Date (including for example payment of prorated rent through the Effective Date, if any) were or will be paid, performed or appropriately allocated in connection with the Closing (as defined in the Property Sale Agreement) and shall not survive the termination of the Lease. Notwithstanding anything to the contrary in the Lease, the parties acknowledge and agree that PPCURC shall retain title to the Improvements until conveyance of the Property to Purchaser, at which time Purchaser shall acquire the Improvements, and in no event shall title to the Improvements vest in the City. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument.

**[Signature Page Follows]**

Executed by the parties on the dates indicated below, effective as the City's conveyance of the Property to Purchaser (the "Effective Date").

**PIATT PARK COMMUNITY URBAN REDEVELOPMENT CORPORATION,**  
an Ohio nonprofit corporation

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

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

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

As authorized by corporate resolution dated \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of Piatt Park Community Urban Redevelopment Corporation, an Ohio nonprofit corporation, on behalf of the corporation. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

**PIATT PARK ASSOCIATES LIMITED PARTNERSHIP,**  
an Ohio limited partnership

By: Piatt Park Associates, Inc., its General Partner

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

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

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

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of Piatt Park Associates, Inc., an Ohio corporation, general partner of Piatt Park Associates Limited Partnership, an Ohio limited partnership, on behalf of the partnership. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

*[City Signature Page Follows]*

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF HAMILTON         )

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

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

Approved as to Form:

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

Certified Date: \_\_\_\_\_  
Fund/Code: \_\_\_\_\_  
Amount: \_\_\_\_\_  
By: \_\_\_\_\_  
Karen Alder, City Finance Director

Exhibit A  
to Termination of Lease

Legal Description

Parcel 1: PPN 077-0001-0102 (-102 through -111 cons.)  
PPN 077-0001-0112 (-112 through -114 cons.)

Garfield Development Site

Site 5

Situate in Section 18, Fractional Range 1, Town 4, Cincinnati Township, Hamilton County, Ohio, and being a part of Piatt and Grandin's Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at the intersection of the north line of Garfield Place (126 foot R/W); and the west line of Ira Alley (10 foot R/W), measure in said north line South 73°55'25" West a distance of 224.78 feet to a point in the south line of Registered Land Certificate Number 26094; thence, on a curve to the right, said curve having a radius of 186.97 feet, and a chord bearing South 79°01'25" West 33.34 feet a distance of 33.89 feet as measured along said curve to a point; thence, on a curve to the right, said curve having a radius of 187.00 feet and a chord bearing South 85°32'04" West 7.52 feet a distance of 7.52 feet as measured along said curve to a point; thence, on a curve to the right, said curve having a radius of 37.00 feet and a chord bearing North 54°37'24" West 46.26 feet a distance of 49.97 feet as measured along said curve to a point in the east line of Elm Street; thence, in said east line, measure North 15°56' West a distance of 49.63 feet to a point in the south line of Weaver Alley (14 foot R/W); thence, with said south line, measure North 74°04'30" East a distance of 78.09 feet to a point; thence, leaving said south line, measure on a curve to the right, said curve having a radius of 49.61 feet and a chord bearing North 84°05'17" East 17.25 feet a distance of 17.34 feet as measured along said curve to a point; thence, North 16°08'53" West 3.00 feet to a point in the south line of Weaver Alley; thence, with said south line, measure North 74°04'30" East a distance of 199.38 feet to a point in the west line of Ira Alley; thence, with said west line, measure South 16°08'53" East a distance of 89.55 feet to the PLACE OF BEGINNING.

Containing ±26,022 square feet of land, more or less.

The Registered Land portion of the above real estate is described as follows:

Situate in Section 18, Town 4, Fractional Range 1, and being more described as follows:

Beginning at a point in the northerly line of Garfield Place North  $74^{\circ}00'$  East 70 feet from the intersection of the northerly line of Garfield Place and the easterly line of Elm Street; thence from said POINT OF BEGINNING on a curve to the right, having a radius of

187 feet for a distance of 33.89 feet, for a distance of 33.89 feet, the chord of said curve bears South  $79^{\circ}11'30''$  West for a distance of 33.84 feet to a point; thence North  $15^{\circ}56'$  West 56.94 feet to a point; thence North  $74^{\circ}53'$  West 36.29 feet to a point in the easterly line of Elm Street; thence North  $15^{\circ}56'$  West along the easterly line of Elm Street 30.08 feet to a point in the Southerly line of Weaver Alley; thence North  $74^{\circ}00'$  East along said southerly line 78.09 feet to a point; thence on a curve to the left, having a radius of 49.61 feet for a distance of 17.31 feet, the chord of said curve bears North  $84^{\circ}00'43''$  East North  $84^{\circ}00'43''$  East for a distance of 17.25 feet to a point; thence South  $15^{\circ}56'$  East 87.63 feet to a point in the northerly line of Garfield Place; thence South  $74^{\circ}$  West along the northerly line of Garfield Place 25.09 feet to the PLACE OF BEGINNING.

**GREENWICH AT THE PARK  
Cut Up of 77-1-157  
May, 1995**

**Situate in Section 18, Fractional Range 1, Town 4, Cincinnati Township, Hamilton County, Ohio, and being a part of Piatt and Grandin's Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County Recorder's Office, and being more particularly described as follows:**

**Beginning at the intersection of the north line of Garfield Place (126 foot R/W) and the east line of Elm Street (66 foot R/W), measure in said east line North 15° 56' West a distance of 40.70 feet to a point; thence on a curve to the left, said curve having a radius of 37.00 feet and a chord bearing South 18° 17' 19" East 3.04 feet a distance of 3.04 feet as measured along said curve to the Place of Beginning; thence, South 16° 04' 35" East a distance of 26.55 feet to a point; thence, North 73° 55' 25" East a distance of 14.54 feet to a point; thence, on a curve to the right, said curve having a radius of 37.00 feet and a chord bearing North 44° 47' 22" West 30.27 feet a distance of 31.18 feet as measured along said curve to the Place of Beginning.**

**Containing 127.00 square feet of land, more or less. Subject to all legal highways, easements and restrictions of record.**

EXHIBIT C  
to Property Sale Agreement

**FORM OF DEED**

----- space above for recorder -----

**QUITCLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), having an address of 801 Plum Street, for valuable consideration paid, hereby grants and conveys to **GREENWICH ON GARFIELD, LLC**, an Ohio limited liability company, the address of which is \_\_\_\_\_ ("**Grantee**"), all of the City's right, title and interest in and to the real property described on Exhibit A (*Legal Description*) hereto (the "**Property**").

Property Address: 110 and 120 Garfield Place, Cincinnati, Ohio 45202

Auditor's Parcel Nos.: 077-0001-0102 through -0111 cons; -0112 through -0114 cons; and -0176

This conveyance is subject to all covenants, conditions, reservations, or easements of record.

This conveyance was authorized by Ordinance No. \_\_\_\_-2021 passed by City Council on \_\_\_\_\_, 2021.

Prior instrument references:      Official Record 13957, Page 1419  
   Official Record 6378, Page 2648  
   Deed Book 4314, Page 739  
   Prior Registered Land Certificate 126997

*[Signature Page Follows]*



Executed on \_\_\_\_\_, 2021.

CITY OF CINCINNATI

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

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

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

Approved as to Form:

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

This instrument prepared by: Office of the City Solicitor, City of Cincinnati, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202

Exhibit A  
to Quitclaim Deed

Legal Description

**Tract 1**

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, in Section 18, Town 4, Fractional Range 1, being part of Lots 20, 21, 22 and part of a vacated alley of Square 4 of Piatt and Grandin's Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County, Ohio Recorder's records and being more particularly described as follows:

Beginning at a point in the northerly line of Garfield Place North 74° 00' East 70 feet from the intersection of the northerly line of Garfield Place and the easterly line of Elm Street; thence from said point of beginning on a curve to the right, having a radius of 187 feet for a distance of 33.89 feet, the chord of said curve bears South 79° 11' 30" West for a distance of 33.84 feet to a point; thence North 15° 56' West 56.94 feet to a point; thence North 74° 53' West 36.29 feet to a point in the easterly line of Elm Street; thence North 15° 56' West along the easterly line of Elm Street 30.08 feet to a point in the southerly line of Weaver Alley; thence North 74° 00' East along said southerly line 78.09 feet to a point; thence on a curve to the left, having a radius of 49.61 feet for a distance of 17.31 feet, the chord of said curve bears North 84° 00' 43" East for a distance of 17.25 feet to a point; thence South 15° 56' East 87.63 feet to a point in the northerly line of Garfield Place thence South 74° West along the northerly line of Garfield Place 25.09 feet to the place of beginning.

For Informational Purposes Only:  
(Pt of PPN 77-0001-0102 TH 111Cons)  
Registered Land Cert: 126997

**Tract 2**

Situate in Section 18, Fractional Range 1, Town 4, Cincinnati Township, Hamilton County, Ohio, and being a part Lots 21 and 22 of Square 4 of Piatt and Grandin's Subdivision, as recorded in Deed Book 22, Page 113 of the Hamilton County Recorder's Office, and being more particularly described as follows: Beginning at the intersection of the north line of Garfield Place (126 foot right-of-way) and the east line of Elm Street (66 foot right-of-way), measure in said east line North 15° 56' West a distance of 40.70 feet to a point; thence on a curve to the left, said curve having a radius of 37.00 feet and a chord bearing South 18° 17' 19" East 3.04 feet, a distance of 3.04 feet as measured along said curve to the place of beginning; thence South 16° 04' 35" East a distance of 26.55 feet to a point; thence North 73° 55' 25" East a distance of 14.54 feet to a point, thence, on a curve to the right, said curve having a radius of 37.00 feet and a chord bearing North 44° 47' 22" West 30.27 feet, a distance of 31.18 feet as measured along said curve to the place of beginning. Containing 127.00 square feet of land, more or less.

For Informational Purposes Only:  
(PPN 77-0001-176)

**Tract 3**

All that lot of land situated in the City of Cincinnati, Hamilton County, Ohio, and being part of Lots 21 and 22 of Square 4 of Piatt and Grandin Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County, Ohio Records and being more particularly described as follows:

Beginning at a point in the easterly line of Elm Street North 15° 56' West 40.70 feet from the intersection of the easterly line of Elm Street and the northerly line of Garfield Place; thence from said beginning point North 15° 56' West along the easterly line of Elm Street 19.30 feet to a southwest corner of  
{00330501-10}

Registered Land Certificate No. 26094; thence South 74° 53' East 36.29 feet to a corner of said Registered Land; thence South 15° 56' East along a westerly line of said Registered Land 56.94 feet to a point; thence on a curve to the right, having a radius of 187.00 feet a distance of 7.52 feet, the chord of said arc bears South 85° 32' 10" West a distance of 7.52 feet to a point; thence on a curve to the right, having a radius of 37.00 feet a distance of 49.97 feet, the chord of said arc bears North 54° 37' 20" West a distance of 46.26 feet to a point at the easterly line of Elm Street and the place of beginning.

For Informational Purposes Only:  
(Pt of PPN 77-0001-0102 TH 111Cons)

#### **Tract 4**

All that lot of land situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lots 25, 26, 27 and part of Lot 28 and part of a vacated alley of Square 4 of Piatt and Grandin's Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County, Ohio, records, and being more particularly described as follows:

Beginning at a point in the northerly line of Garfield Place at the southeast corner of Registered Land Certificate No. 26094, said point being 95.09 feet from the intersection of the northerly line of Garfield Place and the easterly line of Elm Street; thence from said beginning point northwardly along the easterly line of said Registered Land Certificate No. 26094 and said line produced northwardly 90.00 feet to a point in the southerly line of Weaver Alley; thence eastwardly along said southerly line 119.66 feet to a point; thence southwardly parallel with Elm Street 90.00 feet to a point in the northerly line of Garfield Place; thence westwardly along said northerly line 119.66 feet to the place of beginning.

For Informational Purposes Only:  
(Pt of PPN 77-0001-0102 TH 111Cons)

#### **Tract 5**

Situate and being in the City of Cincinnati, County of Hamilton, State of Ohio, on the north side of Eighth Street between Race and Elm Streets and beginning at the southeast corner of Lot No. 29, on B.M. and J.H. Piatt's Subdivisions of lots in Square No. Four (4); thence running westwardly forty-seven (47) feet on the north side of Eighth Street to a point in the south line of Lot No. 28; thence northwardly ninety (90) feet more or less to an alley; thence eastwardly along said alley forty-seven (47) feet; thence southwardly ninety (90) feet more or less to the place of beginning, and being Lot No 29 and the east part of Lot No. 28 in Square 4 of Piatt and Grandin's Subdivision as per plat recorded in Deed Book 22, Page 113, in the Recorder's Office of Hamilton County, Ohio.

Also, the following described real estate, being all that certain lot situated on the north side of Garfield Place, formerly Eighth Street, between Race and Elm Streets, in the City of Cincinnati, County of Hamilton, State of Ohio, and known and numbered as Lot No. 30 in Square 4, of Piatt and Grandin's Subdivision, as per plat recorded in Deed Book 22, Page 113, of the records of the Recorder of Hamilton County, Ohio, and being thirty-two (32) feet and four (4) inches in front on the north side of Garfield Place and ninety (90) feet in depth to Weaver Alley and having the same width in rear as in front.

For Informational Purposes Only:  
(PPN 77-0001-0112 TH 114Cons)

EXHIBIT D  
to Property Sale Agreement

**FORM OF RESTRICTIVE COVENANT**

SEE ATTACHED

----- space above for recorder -----

(Auditor's Parcel Nos:77-0001-0102 thru 111 cons.;  
77-0001-176; 77-0001-0112 thru 114 cons.)

## RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT (this "Covenant") is made this \_\_\_ day of \_\_\_\_\_, 2021 by **GREENWICH ON GARFIELD, LLC**, an Ohio limited liability company, 1055 St. Paul Place, Cincinnati, Ohio 45202 ("Grantor"), for the benefit of the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City").

### Recitals:

A. By virtue of a deed recorded on \_\_\_\_\_, 2021 in OR \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records, Grantor owns the real property located at 110 and 120 Garfield Place, Cincinnati, Ohio 45202, as more particularly described on Exhibit A hereto (the "**Property**"), which Grantor acquired from the City pursuant to the terms of a *Property Sale Agreement* dated June \_\_\_, 2021 (the "**Agreement**"). Capitalized terms used, but not defined, herein have the meanings ascribed thereto in the Agreement.

B. As a condition to the sale of the Property, Grantor agreed to execute and record this Covenant to memorialize certain obligations of Grantor to contribute to maintenance expenses for certain improvements the City has made and maintained to Piatt Park (the "**Piatt Park Improvements**"), and Grantor is required under the Agreement to execute and record this Covenant.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby declare that the Property is and shall be subject to the provisions of this Covenant as set forth below.

1. **Covenant to Contribute to Maintenance of Piatt Park Improvements.** Grantor covenants and agrees to pay 23% of the total costs to operate, maintain, repair and replace the Piatt Park Improvements between the north property line and the south property line of Garfield Place from Vine Street to Elm Street in Cincinnati, Ohio (the "**Work**"), pursuant to the following terms:

- a. The Cincinnati Park Board (the "**Board**") shall perform the Work. No later than 60 days before the end of each calendar year, the Board shall provide Grantor an itemized statement showing the scope of work and budget for Work to be performed in the following year (the "**Annual Statement**"). The Annual Statement shall list all sources of funding for the Work.
- b. Grantor shall pay its 23% share of the amount budgeted for the Work in the Annual Statement, in equal quarterly payments beginning on January 1 of each year.

2. **Enforcement of the Covenants.** The City is the beneficiary of the covenants contained herein. Each and every provision of this Covenant shall apply to and be enforceable by an action at law or equity instituted by the City against all owners of the Property. Any failure of the City to enforce any provision of this Covenant shall not be deemed a waiver of the City's right to do so thereafter. This Covenant shall not be amended, released, extinguished, or otherwise modified without the prior written consent of the City, which consent may be withheld in its sole and absolute discretion. There are no third-party beneficiaries of the Covenant.

3. **Restriction Period.** This Covenant shall remain in full force and effect until December 31, 2044. Upon expiration of the Covenant, the City, at Grantor's request, shall execute and deliver to Grantor a recordable termination of the Covenant for recording in the Hamilton County, Ohio Records, provided Grantor has fulfilled all payment obligations under this Covenant.

4. **Covenants to Run with the Land.** Grantor intends, declares, and covenants on behalf of itself and its successors and assigns that this Covenant and the provisions contained herein (a) shall be covenants running with the land and are binding upon Grantor and its successors-in-title, (b) are not merely personal covenants of Grantor, and (c) shall inure to the benefit of the City. Grantor hereby agrees that any and all requirements of the laws of the State of Ohio to be satisfied in order for the provisions of this Covenant to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate or privity of contract are also deemed to be satisfied in full.

5. **Severability.** Each provision of this Covenant and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Covenant. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Covenant.

This Restrictive Covenant is executed on the date first set forth above.

Remainder of this page intentionally left blank. Signatures to follow.

**GREENWICH ON GARFIELD, LLC,**  
an Ohio limited liability company

By: Piatt Park Associates, Inc., its Manager

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

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of Piatt Park Associates, Inc., an Ohio corporation, manager of Greenwich on Garfield, LLC, an Ohio limited liability company, on behalf of the limited liability company. 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: \_\_\_\_\_

**ACKNOWLEDGED AND ACCEPTED BY:**

CITY OF CINCINNATI

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager

Date: \_\_\_\_\_, 2021

Approved as to Form:

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

This instrument prepared by:

Office of the City Solicitor  
City of Cincinnati  
801 Plum Street, Suite 214  
Cincinnati, OH 45202

Exhibit A  
to Restrictive Covenant

*Legal Description*

**Tract 1**

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, in Section 18, Town 4, Fractional Range 1, being part of Lots 20, 21, 22 and part of a vacated alley of Square 4 of Piatt and Grandin's Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County, Ohio Recorder's records and being more particularly described as follows:

Beginning at a point in the northerly line of Garfield Place North 74° 00' East 70 feet from the intersection of the northerly line of Garfield Place and the easterly line of Elm Street; thence from said point of beginning on a curve to the right, having a radius of 187 feet for a distance of 33.89 feet, the chord of said curve bears South 79° 11' 30" West for a distance of 33.84 feet to a point; thence North 15° 56' West 56.94 feet to a point; thence North 74° 53' West 36.29 feet to a point in the easterly line of Elm Street; thence North 15° 56' West along the easterly line of Elm Street 30.08 feet to a point in the southerly line of Weaver Alley; thence North 74° 00' East along said southerly line 78.09 feet to a point; thence on a curve to the left, having a radius of 49.61 feet for a distance of 17.31 feet, the chord of said curve bears North 84° 00' 43" East for a distance of 17.25 feet to a point; thence South 15° 56' East 87.63 feet to a point in the northerly line of Garfield Place thence South 74° West along the northerly line of Garfield Place 25.09 feet to the place of beginning.

For Informational Purposes Only:  
(Pt of PPN 77-0001-0102 TH 111Cons)  
Registered Land Cert: 126997

**Tract 2**

Situate in Section 18, Fractional Range 1, Town 4, Cincinnati Township, Hamilton County, Ohio, and being a part Lots 21 and 22 of Square 4 of Piatt and Grandin's Subdivision, as recorded in Deed Book 22, Page 113 of the Hamilton County Recorder's Office, and being more particularly described as follows: Beginning at the intersection of the north line of Garfield Place (126 foot right-of-way) and the east line of Elm Street (66 foot right-of-way), measure in said east line North 15° 56' West a distance of 40.70 feet to a point; thence on a curve to the left, said curve having a radius of 37.00 feet and a chord bearing South 18° 17' 19" East 3.04 feet, a distance of 3.04 feet as measured along said curve to the place of beginning; thence South 16° 04' 35" East a distance of 26.55 feet to a point; thence North 73° 55' 25" East a distance of 14.54 feet to a point, thence, on a curve to the right, said curve having a radius of 37.00 feet and a chord bearing North 44° 47' 22" West 30.27 feet, a distance of 31.18 feet as measured along said curve to the place of beginning. Containing 127.00 square feet of land, more or less.

For Informational Purposes Only:  
(PPN 77-0001-176)

**Tract 3**

All that lot of land situated in the City of Cincinnati, Hamilton County, Ohio, and being part of Lots 21 and 22 of Square 4 of Piatt and Grandin Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County, Ohio Records and being more particularly described as follows:

Beginning at a point in the easterly line of Elm Street North 15° 56' West 40.70 feet from the intersection of the easterly line of Elm Street and the northerly line of Garfield Place; thence from said beginning



point North 15° 56' West along the easterly line of Elm Street 19.30 feet to a southwest corner of Registered Land Certificate No. 26094; thence South 74° 53' East 36.29 feet to a corner of said Registered Land; thence South 15° 56' East along a westerly line of said Registered Land 56.94 feet to a point; thence on a curve to the right, having a radius of 187.00 feet a distance of 7.52 feet, the chord of said arc bears South 85° 32' 10" West a distance of 7.52 feet to a point; thence on a curve to the right, having a radius of 37.00 feet a distance of 49.97 feet, the chord of said arc bears North 54° 37' 20" West a distance of 46.26 feet to a point at the easterly line of Elm Street and the place of beginning.

For Informational Purposes Only:  
(Pt of PPN 77-0001-0102 TH 111Cons)

#### **Tract 4**

All that lot of land situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lots 25, 26, 27 and part of Lot 28 and part of a vacated alley of Square 4 of Piatt and Grandin's Subdivision as recorded in Deed Book 22, Page 113 of the Hamilton County, Ohio, records, and being more particularly described as follows:

Beginning at a point in the northerly line of Garfield Place at the southeast corner of Registered Land Certificate No. 26094, said point being 95.09 feet from the intersection of the northerly line of Garfield Place and the easterly line of Elm Street; thence from said beginning point northwardly along the easterly line of said Registered Land Certificate No. 26094 and said line produced northwardly 90.00 feet to a point in the southerly line of Weaver Alley; thence eastwardly along said southerly line 119.66 feet to a point; thence southwardly parallel with Elm Street 90.00 feet to a point in the northerly line of Garfield Place; thence westwardly along said northerly line 119.66 feet to the place of beginning.

For Informational Purposes Only:  
(Pt of PPN 77-0001-0102 TH 111Cons)

#### **Tract 5**

Situate and being in the City of Cincinnati, County of Hamilton, State of Ohio, on the north side of Eighth Street between Race and Elm Streets and beginning at the southeast corner of Lot No. 29, on B.M. and J.H. Piatt's Subdivisions of lots in Square No. Four (4); thence running westwardly forty-seven (47) feet on the north side of Eighth Street to a point in the south line of Lot No. 28; thence northwardly ninety (90) feet more or less to an alley; thence eastwardly along said alley forty-seven (47) feet; thence southwardly ninety (90) feet more or less to the place of beginning, and being Lot No 29 and the east part of Lot No. 28 in Square 4 of Piatt and Grandin's Subdivision as per plat recorded in Deed Book 22, Page 113, in the Recorder's Office of Hamilton County, Ohio.

Also, the following described real estate, being all that certain lot situated on the north side of Garfield Place, formerly Eighth Street, between Race and Elm Streets, in the City of Cincinnati, County of Hamilton, State of Ohio, and known and numbered as Lot No. 30 in Square 4, of Piatt and Grandin's Subdivision, as per plat recorded in Deed Book 22, Page 113, of the records of the Recorder of Hamilton County, Ohio, and being thirty-two (32) feet and four (4) inches in front on the north side of Garfield Place and ninety (90) feet in depth to Weaver Alley and having the same width in rear as in front.

For Informational Purposes Only:  
(PPN 77-0001-0112 TH 114Cons)