



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final-revised

Budget and Finance Committee

Chairperson, Greg Landsman
Vice Chairperson, Reggie Harris
Councilmember Jeff Cramerding
Councilmember Mark Jeffreys
Councilmember Scotty Johnson
Vice Mayor Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Meeka Owens
President Pro Tem Victoria Parks

Monday, September 26, 2022

1:00 PM

Council Chambers, Room 300

PRESENTATIONS

CDC/NIOSH Campus Consolidation

Morgan Sutter, Director, Office of Grant Administration

AGENDA

PROPERTY DONATION/EASEMENTS

- [202201803](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/21/2022, **Accepting** a donation of real property located in the Millvale neighborhood (Hamilton County Auditor's Parcel No. 192-0070-0052-00) from C.W. Wood Manufacturing, Inc., an Ohio corporation, in connection with the Mill Creek Road Improvement Project; and further **ACCEPTING** the grant of a permanent wall-maintenance easement on, over, and across a portion of real property located in the Millvale neighborhood (Hamilton County Auditor's Parcel No. 192-0070-0014-00) from C.W. Wood Manufacturing, Inc., an Ohio corporation, in connection with the Mill Creek Road Improvement Project.

Sponsors: City Manager
Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment I](#)
[Attachment II](#)
- [202201839](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/21/2022, **AUTHORIZING** the City Manager to execute two *Contracts to Sell Real Property* with the United States of America, pursuant to which the City will sell real property commonly known as the Cincinnati Parks Operations Center and three vacant parcels of real property located at 3139 Reading Road in the Avondale neighborhood of Cincinnati at an aggregate purchase price of \$3,070,500.00 to facilitate the development of a new Centers for Disease

Control and Prevention, National Institute for Occupational Safety and Health campus; and further AUTHORIZING the City Manager to do all things necessary to vacate and convey to the United States of America all of the Hickman Avenue public right-of-way between Harvey Avenue and Reading Road and a portion of the Reading Road public right-of-way between East Martin Luther King Jr. Drive and former vacated Union Street for inclusion in the development.

Sponsors: City Manager

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

3. [202201843](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/28/2022, **AUTHORIZING** the City Manager to execute a *Property Sale Agreement* with Marshall at Central, LLC, pursuant to which the City will vacate and convey certain real property designated as public right-of-way known as Hallmar Avenue in the CUF neighborhood of Cincinnati; and further REPEALING Ordinance No. 283-2022.

Sponsors: City Manager

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

GRANTS

4. [202201806](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/21/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$288,200 in FY 2021 Project Safe Neighborhoods funds from the United States Attorney's Office, Southern District of Ohio, administered by the Office of Criminal Justice Services (ALN 16.609), for the purchase and implementation of the FususOne platform, a real-time video and incident management system with video-sharing capabilities and a community-facing portal that will aid in the response to and investigation of violent crime; and AUTHORIZING the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21PSN.

Sponsors: City Manager

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

TRANSFERS/APPROPRIATIONS

5. [202201805](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/21/2022, **AUTHORIZING** the Director of Finance to increase the fund advance limit of Fund 214, Water Works Stores - Chemicals ("Fund 214"), from \$1,700,000 to \$4,200,000; and further AUTHORIZING the

transfer of \$2,500,000 from the unappropriated surplus of Fund 101, Water Works, to Fund 214 for the purpose of providing Greater Cincinnati Water Works with sufficient funds to purchase water treatment chemicals and maintain additional chemical reserves.

Sponsors: City Manager

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

6. [202201807](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/21/2022, **AUTHORIZING** the transfer of the sum of \$240,000 within Street Construction Maintenance and Repair Fund 301 from and to various operating accounts for the purpose of transferring the funding and employees of the City's 311 Service Line from the Department of Public Services to the City Manager's Office, Emergency Communications Center in accordance with the attached Schedule of Transfer.

Sponsors: City Manager

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

PRESENTATION

7. [202201847](#) **PRESENTATION**, submitted by Councilmember Landsman from Morgan Sutter, Director of Grant Administration titled CDC/NIOSH Campus Consolidation Proposed Sale & Vacation of City Property.

Sponsors: Landsman

Attachments: [PRESENTATION](#)

ADJOURNMENT

Date: September 21, 2022

202201803

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: ORDINANCE – C.W. WOOD MANUFACTURING, INC. DONATION (FRICKE ROAD)

Attached is an ordinance captioned as follows:

ACCEPTING a donation of real property located in the Millvale neighborhood (Hamilton County Auditor's Parcel No. 192-0070-0052-00) from C.W. Wood Manufacturing, Inc., an Ohio corporation, in connection with the Mill Creek Road Improvement Project; and further **ACCEPTING** the grant of a permanent wall-maintenance easement on, over, and across a portion of real property located in the Millvale neighborhood (Hamilton County Auditor's Parcel No. 192-0070-0014-00) from C.W. Wood Manufacturing, Inc., an Ohio corporation, in connection with the Mill Creek Road Improvement Project.

These items are associated with the segment of Mill Creek Trail constructed in 2015 along Fricke Road between Spring Grove Avenue and Beekman Avenue. Passage of this ordinance is necessary to ensure that the Department of Transportation and Engineering can safely operate and maintain the Mill Creek Trail.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Description
Attachment II – Easement Description

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

City of Cincinnati
An Ordinance No. _____

JRS

EESW

- 2022

ACCEPTING a donation of real property located in the Millvale neighborhood (Hamilton County Auditor’s Parcel No. 192-0070-0052-00) from C.W. Wood Manufacturing, Inc., an Ohio corporation, in connection with the Mill Creek Road Improvement Project; and further **ACCEPTING** the grant of a permanent wall-maintenance easement on, over, and across a portion of real property located in the Millvale neighborhood (Hamilton County Auditor’s Parcel No. 192-0070-0014-00) from C.W. Wood Manufacturing, Inc., an Ohio corporation, in connection with the Mill Creek Road Improvement Project.

WHEREAS, the City, upon recommendation from the City’s Department of Transportation and Engineering (“DOTE”), wishes to accept the donation of a parcel of real property located in the Millvale neighborhood identified as Hamilton County Auditor’s Parcel No. 192-0070-0052-00; and

WHEREAS, the City, upon the recommendation from the City’s Department of Transportation and Engineering (“DOTE”), also wishes to accept a grant of a permanent wall-maintenance easement on, over, and across a portion of certain real property located in the Millvale neighborhood identified as Hamilton County Auditor’s Parcel No. 192-0070-0014-00; and

WHEREAS, Jeremiah R. Seebohm, a reputable attorney-at-law in Cincinnati, has certified that, according to the Hamilton County Auditor’s records: said parcels are in the name of C.W. Wood Manufacturing, Inc., an Ohio corporation, and are free and clear of all liens and other encumbrances except the lien for real estate taxes and assessments; and

WHEREAS, the City’s acceptance of the donation parcel and grant of easement is in furtherance of the Mill Creek Road Improvement Project and is consistent with the development of an efficient transportation system that supports neighborhood livability and the planning, design, and implementation of a safe and sustainable transportation system; now therefore;

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

Section 1. That the City hereby accepts the donation of a 0.1708-acre parcel of real property located in the Millvale neighborhood and identified as Hamilton County Auditor’s Parcel No. 192-0070-0052-00 from C.W. Wood Manufacturing, Inc., an Ohio corporation, which

real property is more particularly described on Attachment A attached hereto and incorporated herein by reference.

Section 2. That the City hereby accepts the grant of easement on, over, and across a 0.0256-acre portion of real property located in the Millvale neighborhood and identified as Hamilton County Auditor's Parcel No. 192-0070-0014-00 from C.W. Wood Manufacturing, Inc., an Ohio corporation, which easement is more particularly described on Attachment B attached hereto and incorporated herein by reference.

Section 3. That the City Manager is authorized to do all things necessary to carry out the terms of this ordinance, including without limitation executing all sale agreements, plats, deeds, closing documents, and all other agreements and instruments the City Manager deems necessary or appropriate to carry out the transactions described herein.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

C. W. Wood Manufacturing, Inc.
0.1708 Acres

Situate in Section 27, Town 3, Fractional Range 2, City of Cincinnati, Millcreek Township, Hamilton County, Ohio and being located within a parcel conveyed to C. W. Wood Manufacturing, Inc. by deed recorded in Deed Book 3944, Page 673, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin set in the existing intersection of the northerly right of way line of Fricke Road (33' R/W) and the easterly right of way line of Beekman Street (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of the parcel herein described; thence the following 5 courses:

1. In said existing easterly right of way line of Beekman Street, North 04° 31' 34" East, 23.73 feet to an Iron Pin set; thence
2. Leaving said existing easterly right of way line of Beekman Street, North 84° 29' 52" East, 155.38 feet to an Iron Pin set; thence
3. North 83° 54' 18" East, 161.44 feet to an Iron Pin set in the westerly right of way line of Llewellyn Avenue (40' R/W); thence
4. In said westerly right of way line of Llewellyn Avenue, South 00° 54' 21" East, 24.36 feet to a point in said northerly right of way line of Fricke Road; thence
5. In said northerly right of way line of Fricke Road, South 84° 21' 44" West, 318.99 feet to the TRUE POINT OF BEGINNING of the parcel herein described.

Containing 7,441 square feet or 0.1708 acres.

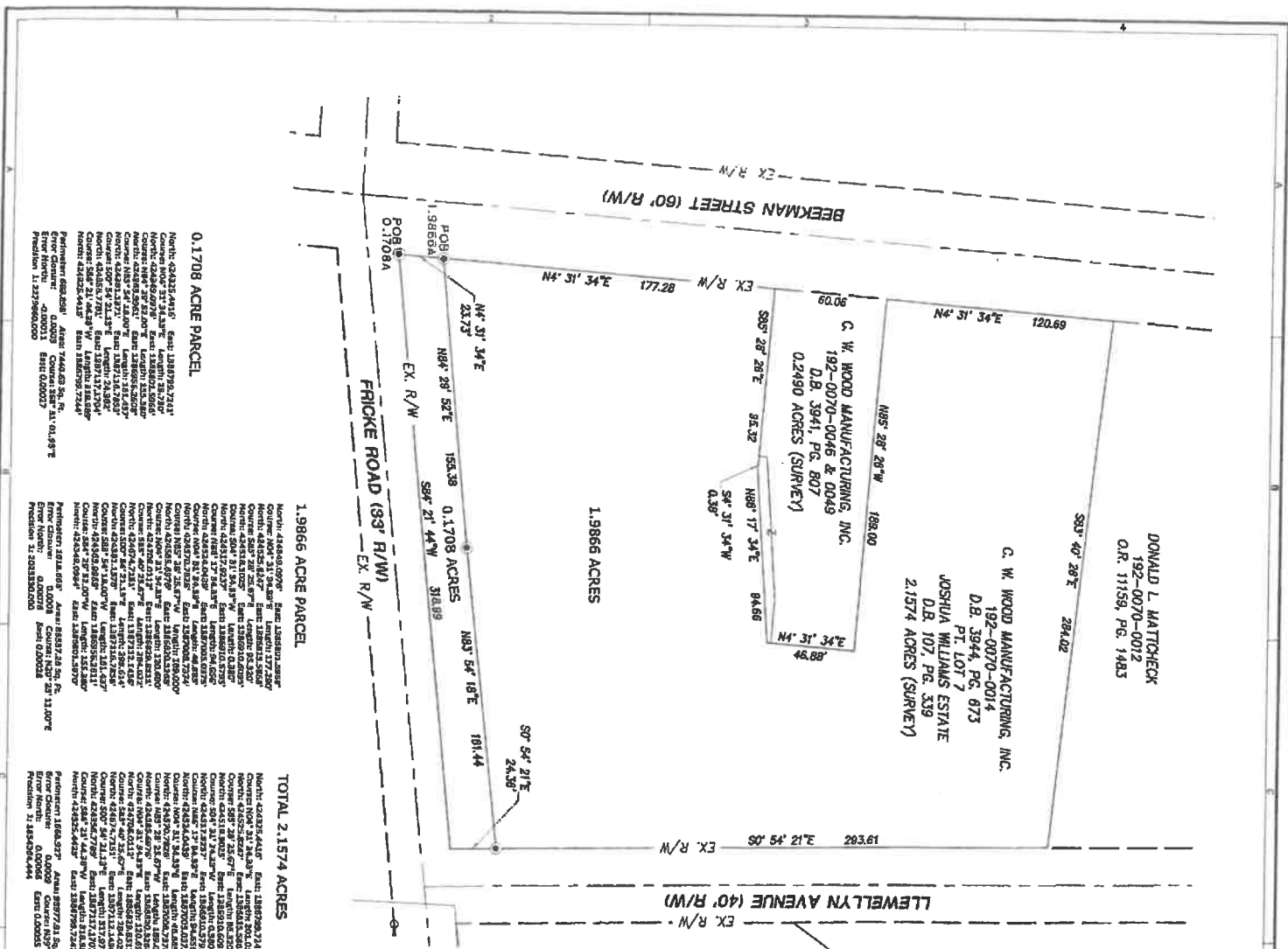
Bearing Base: Ohio State Plane Coordinate System, South Zone, Horizontal Datum NAD83 and determined by GPS Observations of Hamilton County Control Monuments.

Iron Pins set are 5/8" x 30" rebar with cap stamped "FINN S-7181 OH".

Description prepared by Patrick S. Finn, OH-7181. IBI Group, Cincinnati, Ohio.



10 15 14



- LEGEND**
- 5/8" IRON PIN FOUND
 - R.R. SPIKE FOUND
 - ⊙ IRON PIPE FOUND
 - ⊙ 5/8"x30" IRON PIN SET CAPPED
 - * PINN S-7181 OH*
 - MAGNAIL SET

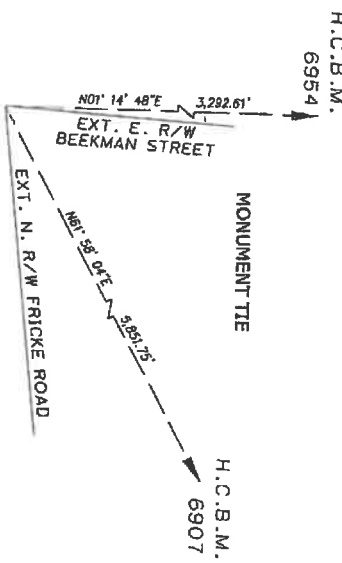


SUBJECT PROPERTY
 C.W. WOOD MANUFACTURING, INC.
 DEED BOOK 3944, PAGE 675
 AUDITORS AREA - 2.430 ACRES
 (PARCELS 14, 46 & 49 CONSOLIDATED)

ACREAGE TABLE

PARCEL (FUTURE R/W)	0.1708 ACRES
PARCEL RESIDUAL	1.9866 ACRES
TOTAL	2.1574 ACRES

BEARING BASE
 Ohio State Plane Coordinate System, South Zone,
 Horizontal Datum NAD83 and determined by GPS
 Observations of Hamilton County Control
 Monuments.



SURVEYOR'S CERTIFICATION

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE SURVEY UPON WHICH IT IS BASED AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF OHIO IN ACCORDANCE WITH OHIO REVISED CODE CHAPTER 307 OF THE OHIO ADMINISTRATIVE CODE, AND HAMILTON COUNTY CHIEF TRANSFER AND CONVEYANCE STANDARDS, AS IN EFFECT ON THIS DATE. I FURTHER CERTIFY THAT ALL MONUMENTS SHOWN ON THIS PLAT WILL BE SET AS SITE IS DEVELOPED AND THAT THEIR LOCATION, TYPE, AND SIZE ARE CORRECTLY SHOWN AND DESCRIBED.

Patrick S. Finn
 PATRICK S. FINN P.S. 7181
 DATE 10-15-14

			GLOBAL INTELLIGENCE LOCAL KNOWLEDGE 23 Trencher Park Drive, Suite 200 Cincinnati, OH 45240 Phone: 513-942-3143 Fax: 243 www.maintopline.com	PLAT OF SURVEY LOT SPLIT (FOR FUTURE R/W) SECTION 27, TOWN 3 FRACTIONAL RANGE 2, MILLCREEK TOWNSHIP, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO	DESIGN: PSF DRAFTER: PSF CHECK: PSF
				SHEET NO.: 13-210 DATE: OCTOBER 2014	STAMP

ATTACHMENT B

**Wall Maintenance Easement
C. W. Wood Manufacturing, Inc.
0.0256 Acres**

Situate in Section 27, Town 3, Fractional Range 2, City of Cincinnati, Millcreek Township, Hamilton County, Ohio and being located within a parcel conveyed to C. W. Wood Manufacturing, Inc. by deed recorded in Deed Book 3944, Page 673, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the existing intersection of the northerly right of way line of Fricke Road (33' R/W) and the easterly right of way line of Beekman Street (60' R/W), said point being in the southwesterly corner of a parcel conveyed to C. W. Wood Manufacturing, Inc. by deed recorded in Official Record 12773, Page 805; thence
In said existing easterly right of way line of Beekman Street, North 04° 31' 34" East, 23.73 feet to a point; thence

Leaving said existing easterly right of way line of Beekman Street and in the northerly line of said C. W. Wood Manufacturing, Inc. (Official Record 12773, Page 805), North 84° 29' 52" East, 60.63 feet to a point being the TRUE POINT OF BEGINNING of the easement herein described; thence the following 6 courses:

1. Leaving said northerly line of said C. W. Wood Manufacturing, Inc. (Official Record 12773, Page 805), North 05°30' 08" West, 5.75 feet to a point; thence
2. North 84° 29' 52" East, 94.72 feet to a point; thence
3. North 83° 54' 18" East, 99.07 feet to a point; thence
4. South 06° 05' 42" East, 5.75 feet to a point in said northerly line of said C. W. Wood Manufacturing, Inc. (Official Record 12773, Page 805); thence
5. In said northerly line of said C. W. Wood Manufacturing, Inc. (Official Record 12773, Page 805), South 83° 54' 18" West, 99.10 feet to a point; thence
6. Continuing in said northerly line of said C. W. Wood Manufacturing, Inc. (Official Record 12773, Page 805), South 84° 29' 52" West, 94.75 feet to the TRUE POINT OF BEGINNING of the easement herein described.

Containing 1,114 square feet or 0.0256 acres.

Bearing Base: Ohio State Plane Coordinate System, South Zone, Horizontal Datum NAD83 and determined by GPS Observations of Hamilton County Control Monuments.

Description prepared by Patrick S. Finn, OH-7181. IBI Group, Cincinnati, Ohio.

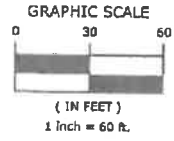




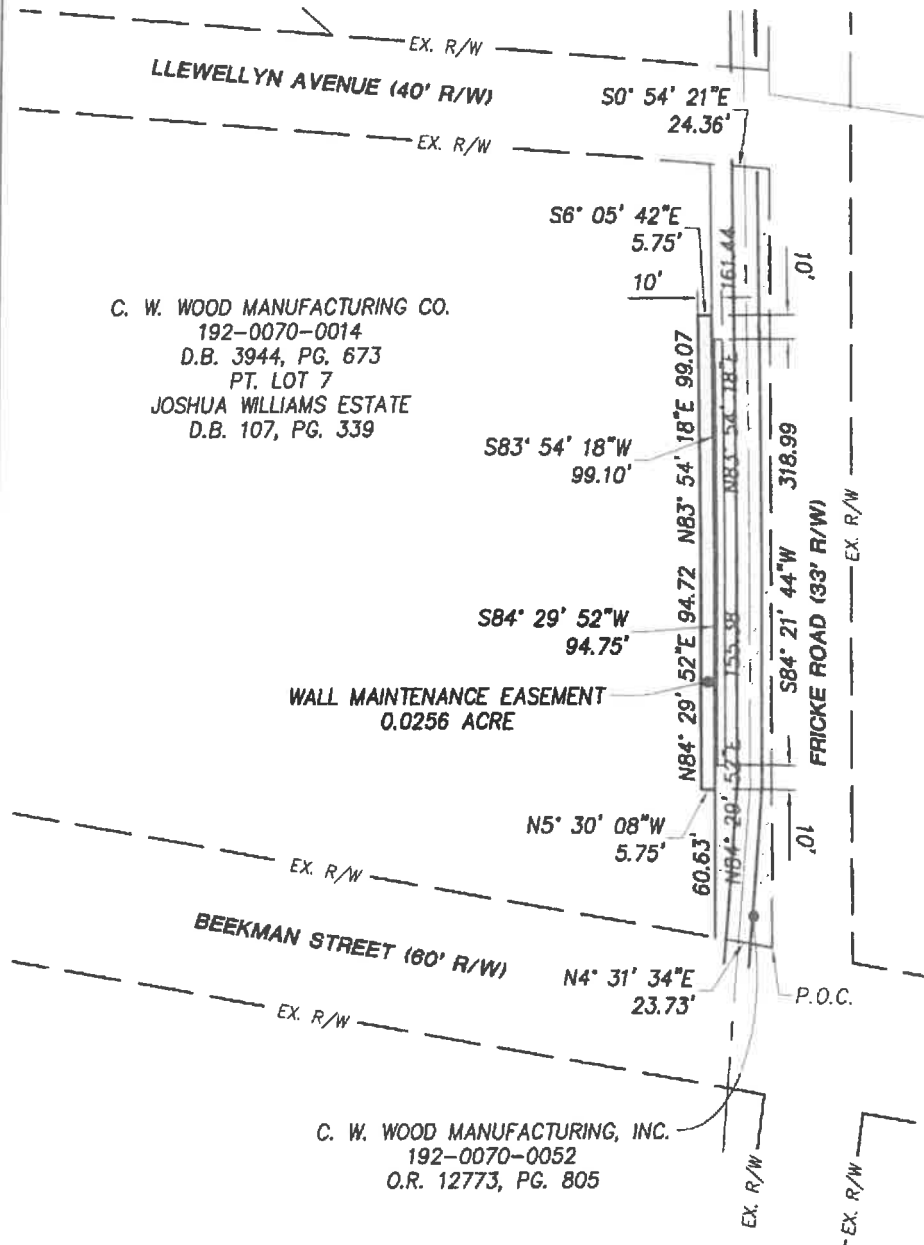
23 Triangle Park Drive, Suite 2300
Cincinnati, OH 45246
Contact: Nicholas Reed
513-962-3143 ext. 240
Fax: 513-881-2263
www.ibigroup.com

GLOBAL INTELLIGENCE.
LOCAL KNOWLEDGE.

EASEMENT EXHIBIT
RIGHT OF WAY & WALL MAINTENANCE
EASEMENTS
PARCEL Nos. 192-0070-0014 & 0052
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO



BEARINGS SHOWN HEREON ARE BASED ON TIES TO THE HAMILTON COUNTY CONTROL MONUMENTS, OHIO STATE PLANE COORDINATES, SOUTH ZONE, HORIZONTAL DATUM NAD83.



C. W. Wood Manufacturing, Inc.
0.1708 Acres

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1. In said existing easterly right of way line of Beekman Street, North 04° 31' 34" East, 23.73 feet to an Iron Pin set; thence
2. Leaving said existing easterly right of way line of Beekman Street, North 84° 29' 52" East, 155.38 feet to an Iron Pin set; thence
3. North 83° 54' 18" East, 161.44 feet to an Iron Pin set in the westerly right of way line of Llewellyn Avenue (40' R/W); thence
4. In said westerly right of way line of Llewellyn Avenue, South 00° 54' 21" East, 24.36 feet to a point in said northerly right of way line of Fricke Road; thence
5. In said northerly right of way line of Fricke Road, South 84° 21' 44" West, 318.99 feet to the TRUE POINT OF BEGINNING of the parcel herein described.

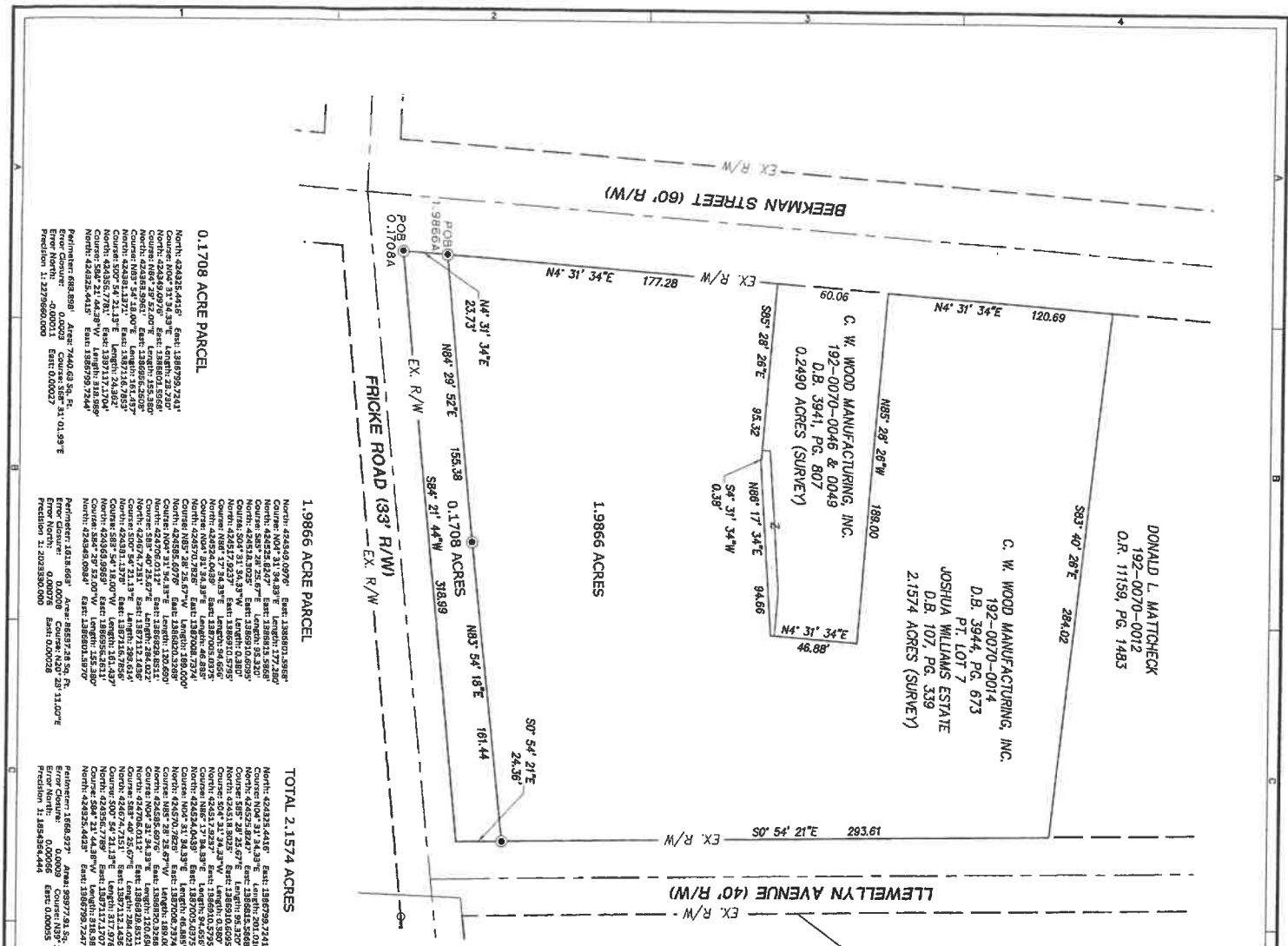
Containing 7,441 square feet or 0.1708 acres.

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Iron Pins set are 5/8" x 30" rebar with cap stamped "FINN S-7181 OH".

Description prepared by Patrick S. Finn, OH-7181. IBI Group, Cincinnati, Ohio.





- LEGEND**
- 5/8" IRON PIN FOUND
 - R.R. SPIKE FOUND
 - ⊙ IRON PIPE FOUND
 - ⊗ 5/8"x30" IRON PIN SET CAPPED
 - "FINN S-7181 0H"
 - MAGNANAL SET

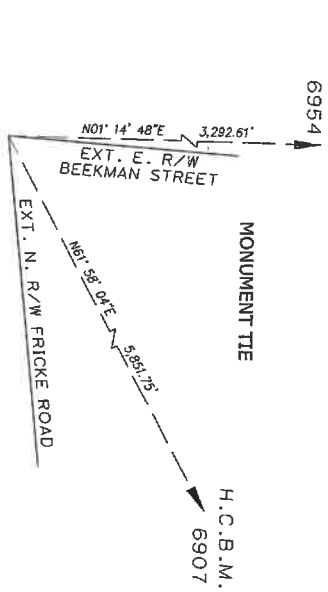


SUBJECT PROPERTY
C.W. WOOD MANUFACTURING, INC.
DEED BOOK 3944, PAGE 673
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TOTAL	2.1574 ACRES

BEARING BASE
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Horizontal Datum NAD83 and determined by GPS
Observations of Hamilton County Control
Monuments.



TOTAL 2.1574 ACRES

0.1708 ACRE PARCEL

North: 42435.4449' East: 138870.7241'
Course: N04°31'34.7"E Length: 201.010'
North: 42435.4449' East: 138870.7241'
Course: S87°28'26.7"E Length: 95.320'
North: 42435.4449' East: 138870.7241'
Course: S00°54'21.13"E Length: 284.023'
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SURVEYOR'S CERTIFICATION

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE SURVEY UPON WHICH IT IS BASED AND THAT BOTH WERE MADE UNDER MY SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 711, CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE, AS IN EFFECT IN HAMILTON COUNTY, OHIO'S TRANSFER AND CONVEYANCE STANDARDS, AS IN EFFECT IN HAMILTON COUNTY, OHIO'S TRANSFER AND CONVEYANCE STANDARDS, AND THAT ALL MONUMENTS SHOWN ON THIS PLAT WERE SET AS SHOWN, SET AS SHOWN AND THAT THEIR LOCATION, TYPE AND SIZE ARE CORRECTLY SHOWN AND DESCRIBED.

Patrick S. Finn
PATRICK S. FINN P.S. 7181
DATE 10.15.14

GRAPHIC SCALE
1 inch = 40 ft.

GLOBAL INTELLIGENCE LOCAL KNOWLEDGE
IBI GROUP

33 Township Park, P.O. Box 2300
Cincinnati, OH 45246
Contact: Patrick Finn
513-562-2114 ext. 249
www.mnengr.com

PLAT OF SURVEY
LOT SPLIT
(FOR FUTURE R/W)

SECTION 27, TOWN 3 FRACTIONAL RANGE 2,
MILLCREEK TOWNSHIP, CITY OF CINCINNATI,
HAMILTON COUNTY, OHIO

DESIGN	PSF	DRAFT	PSF	CHECK	PSF
DATE:	OCTOBER 2014				

SHEET NO.: 1 of 1

Wall Maintenance Easement
C. W. Wood Manufacturing, Inc.
0.0256 Acres

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Containing 1,114 square feet or 0.0256 acres.

Bearing Base: Ohio State Plane Coordinate System, South Zone, Horizontal Datum NAD83 and determined by GPS Observations of Hamilton County Control Monuments.

Description prepared by Patrick S. Finn, OH-7181. IBI Group, Cincinnati, Ohio.



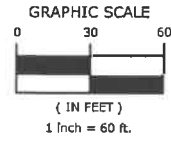


23 Triangle Park Drive, Suite 2300
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Contact: Nicholas Reed
513-942-3141 ext. 240
Fax: 513-881-2263
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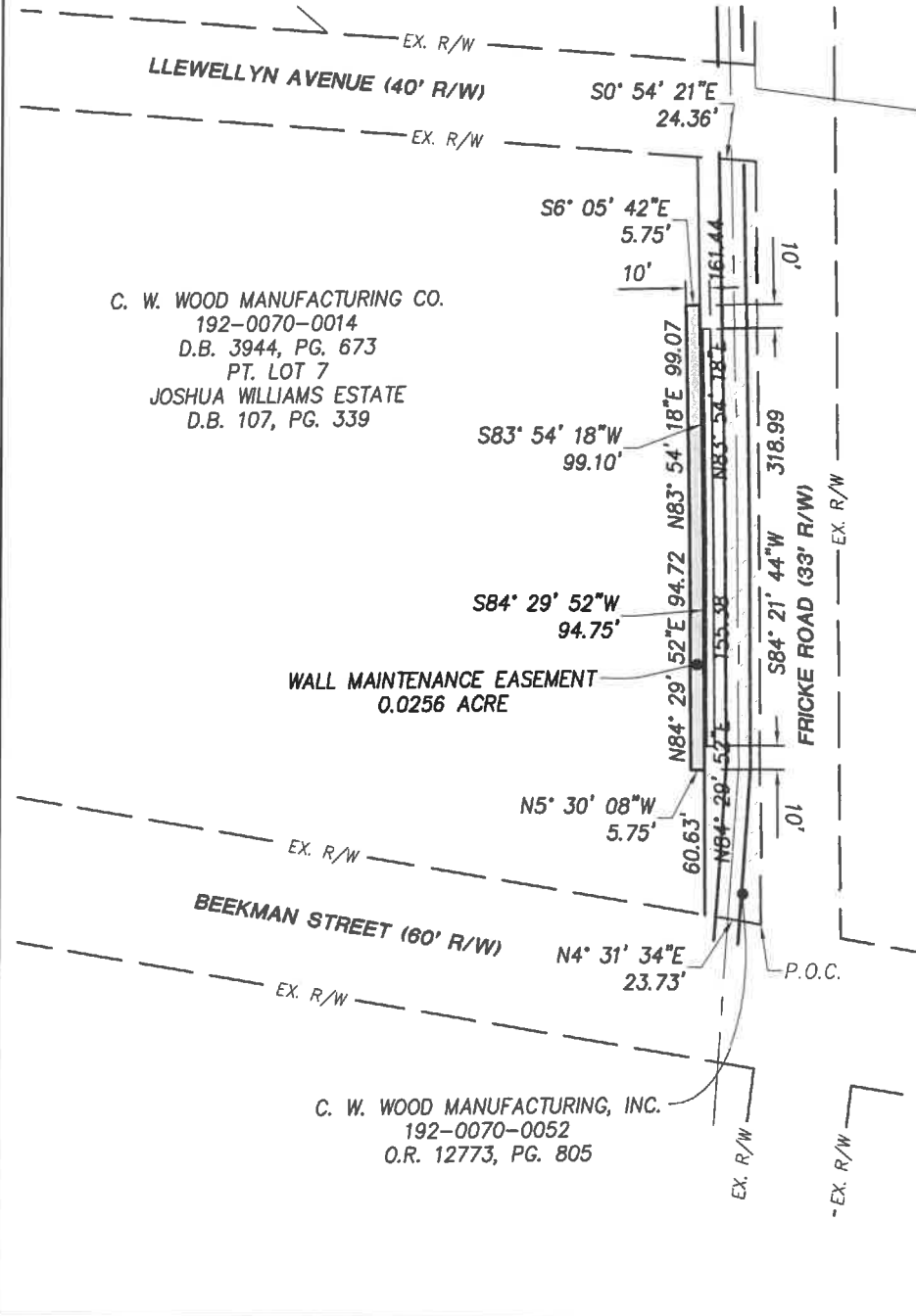
GLOBAL INTELLIGENCE.
LOCAL KNOWLEDGE.

EASEMENT EXHIBIT

RIGHT OF WAY & WALL MAINTENANCE
EASEMENTS
PARCEL Nos. 192-0070-0014 & 0052
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO



BEARINGS SHOWN HEREON ARE BASED ON TIES TO THE HAMILTON COUNTY CONTROL MONUMENTS, OHIO STATE PLANE COORDINATES, SOUTH ZONE, HORIZONTAL DATUM NAD83.



September 21, 2022

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202201839

Subject: Ordinance – Contract to Sell Real Property – Sale of 3215 Reading Road and 3139 Reading Road

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute two *Contracts to Sell Real Property* with the United States of America, pursuant to which the City will sell real property commonly known as the Cincinnati Parks Operations Center and three vacant parcels of real property located at 3139 Reading Road in the Avondale neighborhood of Cincinnati at an aggregate purchase price of \$3,070,500.00 to facilitate the development of a new Centers for Disease Control and Prevention, National Institute for Occupational Safety and Health campus; and further **AUTHORIZING** the City Manager to do all things necessary to vacate and convey to the United States of America all of the Hickman Avenue public right-of-way between Harvey Avenue and Reading Road and a portion of the Reading Road public right-of-way between East Martin Luther King Jr. Drive and former vacated Union Street for inclusion in the development.

The Administration recommends passage of this Ordinance.

cc: William Weber, Assistant City Manager
Morgan Sutter, Director, Office of Grant Administration

AUTHORIZING the City Manager to execute two *Contracts to Sell Real Property* with the United States of America, pursuant to which the City will sell real property commonly known as the Cincinnati Parks Operations Center and three vacant parcels of real property located at 3139 Reading Road in the Avondale neighborhood of Cincinnati at an aggregate purchase price of \$3,070,500.00 to facilitate the development of a new Centers for Disease Control and Prevention, National Institute for Occupational Safety and Health campus; and further **AUTHORIZING** the City Manager to do all things necessary to vacate and convey to the United States of America all of the Hickman Avenue public right-of-way between Harvey Avenue and Reading Road and a portion of the Reading Road public right-of-way between East Martin Luther King Jr. Drive and former vacated Union Street for inclusion in the development.

WHEREAS, the United States of America (“Petitioner”), acting by and through the United States Department of Health and Human Services, operates two National Institute for Occupational Safety and Health research laboratories in Cincinnati and desires to consolidate the two research facilities into a new facility on a single campus (the “Project”) generally bounded by East Martin Luther King Jr. Drive, Reading Road, Ridgeway Avenue, and Harvey Avenue (the “Project Site”) in the Avondale neighborhood; and

WHEREAS, the City owns the following real property located within the bounds of the Project Site: (i) an approximately 1.363-acre tract under the control of the City’s Board of Park Commissioners (the “Parks Property”), (ii) approximately 0.353 acres of real property under the management of the City’s Department of Community and Economic Development (“DCED” and the “DCED Property”), and (iii) certain real property designated as public rights-of-way under the management of the City’s Department of Transportation and Engineering (“DOTE”), namely, (a) an approximately 0.044-acre portion of Reading Road and (b) an approximately 0.751-acre portion of Hickman Avenue (collectively, the “ROW Property”; and together with the Parks Property and the DCED Property, the “City Sale Property”), all as depicted and more particularly described in the *Contracts to Sell Real Property* attached to this ordinance as Attachment A and incorporated herein by reference; and

WHEREAS, pursuant to Ohio Revised Code Sec. 723.04, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

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

WHEREAS, the City Administration, including the Board of Park Commissioners, DCED, and DOTE, has determined that: (i) the Parks Property is not needed for park purposes or any other municipal purpose; (ii) the DCED Property is not needed for any municipal purpose; (iii) the ROW Property is not needed for transportation purposes or any other municipal purpose;

(iv) there is good cause to vacate the ROW Property; and (v) the vacation of the ROW Property will not be detrimental to the general interest; and

WHEREAS, contingent upon the City Law Department's satisfactory review of Petitioner's title to all real property abutting the ROW Property, the City desires to vacate and convey the ROW Property to Petitioner; and

WHEREAS, Petitioner now desires to purchase the City Sale Property to consolidate with other property within the Project Site that Petitioner has acquired, or will acquire; and

WHEREAS, the City Administration has determined, through an arms-length negotiation, that Petitioner's aggregate purchase offer of \$3,070,500.00 (the "Purchase Price"), which includes a contribution from Petitioner to a Greater Cincinnati Water Works public improvement project to install a water main along Reading Road south of the Project Site, equals or exceeds the fair market value of the City Sale Property; and

WHEREAS, the City now desires to facilitate the Project by selling the City Sale Property to Petitioner for the Purchase Price; and

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

WHEREAS, 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 acquire, construct, enlarge, improve, or equip and to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

WHEREAS, in furtherance of the foregoing public purpose, the City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents and is in accordance with applicable state and local laws; and

WHEREAS, the Board of Park Commissioners approved the sale of the Parks Property by resolution at its meeting on October 15, 2020; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation of the ROW Property and the sale of the City Sale Property at its regularly scheduled meeting on August 19, 2022; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute two *Contracts to Sell Real Property* with the United States of America ("Petitioner"), in substantially the form

attached to this ordinance as Attachment A and incorporated herein by reference (the “Agreements”), pursuant to which the City of Cincinnati (the “City”) will (a) vacate and convey title to Petitioner of certain real property designated as public rights-of-way, namely, (i) an approximately 0.044-acre portion of Reading Road and (ii) an approximately 0.751-acre portion of Hickman Avenue (collectively, the “ROW Property”); and (b) sell (i) an approximately 1.363-acre tract of real property under the control of the City’s Board of Park Commissioners (the “Parks Property”), and (ii) approximately 0.353 acres of real property under the management of the City’s Department of Community and Economic Development (“DCED” and the “DCED Property”); and together with the ROW Property and the Parks Property, the “City Sale Property”) to facilitate the development of a new research laboratory for the National Institute for Occupational Safety and Health (“NIOSH”) on property generally bounded by East Martin Luther King Jr. Drive, Reading Road, Ridgeway Avenue, and Harvey Avenue (the “Project Site”) in the Avondale neighborhood. The public rights-of-way to be vacated and conveyed to Petitioner are more particularly described as follows:

An approximately 0.751-acre portion of Hickman Avenue

Situated in Section 8, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being Hickman Avenue and the remainder portion of a property conveyed to The City of Cincinnati in DB 3853 Page 232, the boundary of which being more particularly described as follows:

Commencing at the intersection of the west right of way line of Reading Road with the south right of way line of Ridgeway Avenue;

Thence along said west right of way line the following four (4) courses:

1. South 37°30’47” West a distance of 141.03 feet;
2. South 32°08’07” West a distance of 59.81 feet;
3. North 56°30’24” West a distance of 1.77 feet;

4. Along a curve to the left an arc distance of 70.85 feet to a set 5/8" iron pin at the intersection said west right of way and with the north right of way line of Hickman Avenue, being the true Point of Beginning, said curve having a radius of 1945.86 feet, a delta of 2°05'11" and a chord bearing South 32°27'01" West distance of 70.85 feet;

Thence continuing along said west right of way line, South 32°45'24" West a distance of 71.52 feet to a found 1" iron pin at the intersection of said west right of way line with the south right of way of Hickman Avenue;

Thence along said south right of way line, North 11°12'48" West, a distance of 5.73 feet to a found 5/8" iron pin;

Thence continuing, North 84°07'53" West a distance of 635.52 feet to a point in the east right of way line of Harvey Avenue, said point being witnessed by a found cross notch lying 2.5 feet west;

Thence along said east right of way line, North 06°12'01" East a distance of 60.06 feet to a set 5/8" iron pin at the intersection of said east right of way line with the aforementioned north right of way line of Hickman Ave;

Thence along said north right of way line of Hickman Avenue, along a curve to the left an arc distance of 15.77 feet to a set 5/8" iron pin, said curve having a radius of 10.00 feet, a delta of 90°19'53" and a chord bearing South 38°57'56" East distance of 14.18 feet;

Thence along said north right of way line of Hickman Avenue, South 84°07'53" East a distance of 645.17 feet to a set 5/8" iron pin;

Thence continuing, North 65°13'48" East a distance of 16.30 feet to a point to the Point of Beginning.

Containing 0.751 acres, more or less, and being subject to easements, restrictions and rights of way of record. Bearings are based on the old north right of way line of Martin Luther King Drive established by a survey done by Woolpert Inc. on 8/15/2006 being North 84°02'21" West.

An approximately 0.044-acre portion of Reading Road

Situated in Section 8, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being part of Reading Road, the boundary of which being more particularly described as follows:

Beginning at a found 5/8" iron pin in the west right-of-way line of reading road being North 47° 51' 04" East a distance of 44.62 feet from the

intersection of said west right-of-way with the north right-of-way line of Martin Luther King Jr. Drive;

Thence along said west right-of-way line, along a curve to the right an arc distance of 251.70 feet to a set 1" iron pin in the south line of a parcel being conveyed to City of Cincinnati in O.R. 14380, Page 24, said curve having a radius of 1504.40 feet, a delta of 9° 35' 10" and a chord bearing North 07° 01' 38" East distance of 251.41 feet;

Thence along said south line, South 82° 08' 19" East a distance of 10.83 feet to a set 5/8" iron pin; Thence along new division lines, the following three (3) courses:

1) South 15° 14 '57" West, a distance of 44.56 feet to a set 5/8" iron pin;

2) Along a curve to the left an arc distance of 199.35 feet to a set 5/8" iron pin, said curve having a radius of 1496.90 feet, a delta of 7° 37' 49" and a chord bearing South 06° 19' 51" West a distance of 199.20 feet;

3) South 47° 51' 04" West a distance of 10.52 feet to a point to the TRUE PLACE OF BEGINNING.

Containing 0.044 acres, more or less, and being subject to easements, restrictions and rights-of-way of record. Bearings are based on the old north right-of-way line of Martin Luther King Jr. Drive established by a survey done by Woolpert Inc. on 8/15/2006 being North 84° 02' 21" West.

Section 2. That (a) the Parks Property is not needed for park purposes or any other municipal purpose; (b) the DCED Property is not needed for any municipal purpose; (c) the ROW Property is not needed for transportation purposes or any other municipal purpose; (d) there is good cause to vacate the ROW Property; and (e) the vacation of the ROW Property will not be detrimental to the general interest.

Section 3. That the City has determined, following an arms-length negotiation with Petitioner, that Petitioner's aggregate purchase offer of \$3,070,500.00 equals or exceeds the fair market value of the City Sale Property.

Section 4. That eliminating competitive bidding in connection with the City's sale of the City Sale Property is in the best interest of the City because Petitioner is the only party

realistically suited to redevelop the City Sale Property because Petitioner intends to acquire, or otherwise appropriate, all non-City-controlled real property constituting the Project Site, and the proposed NIOSH research laboratory is likely to create and preserve jobs and employment opportunities within the City, and will stimulate economic growth and activity in the Avondale neighborhood.

Section 5. That the proceeds from the sale of the City Sale 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 (the "Real Estate Fee"), and that, thereafter, the City's Finance Director is hereby authorized to deposit \$2,170,500 (the "Parks Amount") into Park Board Permanent Improvement Fund 752.

Section 6. That the City's Finance Director is hereby authorized to transfer and appropriate excess proceeds from the sale of the City Sale Property, being the Purchase Price less (a) the Real Estate Fee and (b) the Parks Amount, into Water Works Capital Permanent Improvement Fund 756.

Section 7. That, pursuant to Ohio Revised Code Sec. 723.041, any affected public utility shall be deemed to have a permanent easement in the ROW Property for the purpose of maintaining, operating, renewing, reconstructing, and removing its utility facilities and for purposes of access to said facilities.

Section 8. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Agreements; including, without limitation, executing any and all ancillary agreements, deeds, plats, or other documents described in or contemplated by the Agreements including, but not limited to, documents to release existing encumbrances associated with the title of the City Sale

Property and to facilitate the vacation and conveyance of the ROW Property to Petitioner.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the Hamilton County, Ohio Recorder's Office.

Section 10. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

CONTRACT TO SELL REAL PROPERTY

REFERENCE 3139 Reading Road and Parcel 106-0001-0317-00

The undersigned, hereinafter called the "Vendor," who represents that he (she) (it) is the owner of the real property described below, hereby, for himself (herself) (itself), his (her) heirs, executors, administrators (its) successors and assigns, agrees to convey to the United States of America and its assigns, in accordance with the terms and conditions set forth herein, the land, together with the buildings and improvements thereon, unless specifically excepted, and all rights, hereditaments, easements, and appurtenances thereto.

The real property which the Vendor agrees to convey to the United States of America and its assigns is located in:

CITY Cincinnati COUNTRY United States of America STATE Ohio

as shown by the attached plat and more particularly described as follows:

Legal Description 0.035 Acre Tract - Auditor's Parcel 106-0001-0317-00

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio, and being a portion of that real estate conveyed to the City of Cincinnati in Official Record 13795, Page 1913 and being more particularly bounded and described as follows:

Being a parcel of land lying on the west side of Reading Road as shown and delineated upon the centerline plat within the right-of-way plans designated as HAM-71-3.81 (Partial Takes) prepared for the Ohio Department of Transportation by Barr & Prevost, Inc., as recorded in PB 446, Pages 33-40, which plat was corrected and re-recorded in PB 484, Pages 20-40:

Beginning at an aluminum right-of-way reference monument disk found, stamped "Ohio Department of Transportation", said monument being 61.59 feet left of Station 88+65.01 in the centerline of Martin Luther King Jr. Drive, said monument also being 80.85 feet left of Station 317+28.09 in the centerline of said Reading Road;

Thence South 4° 21' 27" West a distance of 61.59 feet to Station 88+65.01 in the centerline of said Martin Luther King Jr. Drive;

Thence along said centerline the following two courses:

- 1) With a curve to the left having a radius of 3824.72 feet, a central angle of 0° 22' 53", and arc length of 25.46 feet, a chord bearing South 85° 50' 00" East, and a chord distance of 25.46 feet to Station 88+90.47 in said centerline;
- 2) South 86° 01' 26" East a distance of 60.14 feet to the intersection of said centerline with the centerline of said Reading Road, said point being Station 89+50.61 in the centerline of said Martin Luther King Jr. Drive, said point also being Station 316+61.19 in the centerline of said Reading Road;

Thence along the centerline of said Reading Road North 0° 06' 56" East a distance of 45.95 feet to Station 317+07.14 in said centerline;

Thence leaving said centerline of said Reading Road North 89° 53' 04" West a distance of 32.66 feet to the original westerly right-of-way of said Reading Road;

Thence along said westerly line the following two courses:

- 1) North 4° 32' 40" East a distance of 215.04 feet;
- 2) North 14° 48' 00" East a distance of 102.16 feet to an iron pin found;

Thence North 82° 07' 01" West a distance of 40.08 feet to an iron pin set in the existing westerly right-of-way line of said Reading Road, said pin also being the TRUE PLACE OF BEGINNING for the parcel herein;

Thence North 82° 07' 01" West a distance of 26.48 feet (passing an iron pin set at a distance of 10.83 feet) to a magnetic nail set at the southwesterly corner;

Thence along the westerly line North 14° 48' 00" East a distance of 51.12 feet to a PK nail found at the northwesterly corner;

Thence along the northerly line South 84° 01' 50" East a distance of 31.27 feet to iron pin set at the existing westerly right-of-way line of said Reading Road;

Thence along said westerly line the following two courses:

- 1) South 14° 12' 35" West a distance of 16.48 feet;
- 2) South 22° 18' 48" West a distance of 36.56 feet to the TRUE PLACE OF BEGINNING, containing 0.035 acres.

Legal Description 0.316 Acre Tract – Auditor’s Parcel 106-0001-0320-00

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio, and being a portion of that real estate conveyed to the City of Cincinnati in Official Record 13795, Page 1922 and being more particularly bounded and described as follows:

Being a parcel of land lying on the west side of Reading Road as shown and delineated upon the centerline plat within the right-of-way plans designated as HAM-71-3.81 (Partial Takes) prepared for the Ohio Department of Transportation by Barr & Prevost, Inc., as recorded in PB 446, Pages 33-40, which plat was corrected and re-recorded in PB 484, Pages 20-40:

Beginning at an aluminum right-of-way reference monument disk found, stamped "Ohio Department of Transportation", said monument being 61.59 feet left of Station 88+65.01 in the centerline of Martin Luther King Jr. Drive, said monument also being 80.85 feet left of Station 317+28.09 in the centerline of said Reading Road;

Thence South 4° 21' 27" West a distance of 61.59 feet to Station 88+65.01 in the centerline of said Martin Luther King Jr. Drive;

Thence along said centerline the following two courses:

- 1) With a curve to the left having a radius of 3824.72 feet, a central angle of 0° 22' 53", and arc length of 25.46 feet, a chord bearing South 85° 50' 00" East, and a chord distance of 25.46 feet to Station 88+90.47 in said centerline;
- 2) South 86° 01' 26" East a distance of 60.14 feet to the intersection of said centerline with the centerline of said Reading Road, said point being Station 89+50.61 in the centerline of said Martin Luther King Jr. Drive said point also also being Station 316+61.19 in the centerline of said Reading Road;

Thence along the centerline of said Reading Road North 0° 06' 56" East a distance of 45.95 feet to Station 317+07.14 in said centerline;

Thence leaving said centerline of said Reading Road North 89° 53' 04" West a distance of 32.66 feet to the original westerly right-of-way of said Reading Road;

Thence along said westerly line the following two courses:

- 1) North 4° 32' 40" East as distance of 215.04 feet;
- 2) North 14° 48' 00" East a distance of 286.23 feet (passing an iron pin found at a distance of 102.16 feet and a PK nail found at a distance of 155.53 feet);

Thence North 84° 01' 50" West a distance of 29.38 feet to an iron pin set in the existing westerly right-of-way line of said Reading Road, said pin also being the TRUE PLACE OF BEGINNING for the parcel herein;

Thence North 84° 01' 50" West a distance of 306.54 feet (passing an iron pin found at a distance of 35.62 feet) to an iron pin found at the southwesterly corner;

Thence along the westerly line North 6° 14' 10" East a distance of 43.50 feet to an iron pin set at the northwesterly corner;

Thence along the northerly line the following three courses:

- 1) South 84° 13' 27" East a distance of 267.92 feet to an iron pin found;
- 2) North 6° 10' 40" East a distance of 0.30 feet;
- 3) South 84° 13' 09" East a distance of 50.00 feet to an iron pin set in said westerly right-of-way line of said Reading Road;

Thence along a westerly right-of way line South 20° 26' 32" West a distance of 46.34 feet to the TRUE PLACE OF BEGINNING, containing 0.316 acres.

Legal Description 0.002 Acre Tract – Auditor’s Parcel 106-0001-0319-00

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio, and being a portion of that real estate conveyed to the City of Cincinnati in Official Record 13795, Page 1879 and being more particularly bounded and described as follows:

Being a parcel of land lying on the west side of Reading Road as shown and delineated upon the centerline plat within the right-of-way plans designated as HAM-71-3.81 (Partial Takes) prepared for the Ohio Department of Transportation by Barr & Prevost, Inc., as recorded in PB 484, Pages 20-40;

Beginning at an aluminum right-of-way reference monument disk found, stamped "Ohio Department of Transportation", said monument being 61.59 feet left of Station 88+65.01 in the centerline of Martin Luther King Jr. Drive, said monument also being 80.85 feet left of Station 317+28.09 in the centerline of said Reading Road;

Thence South 4° 21' 27" West a distance of 61.59 feet to Station 88+65.01 in the centerline of said Martin Luther King Jr. Drive;

Thence along said centerline the following two courses:

- 1) With a curve to the left having a radius of 3824.72 feet, a central angle of 0° 22' 53", and arc length of 25.46 feet, a chord bearing South 85° 50' 00" East, and a chord distance of 25.46 feet to Station 88+90.47 in said centerline;
- 2) South 86° 01' 26" East a distance of 60.14 feet to the intersection of said centerline with the centerline of said Reading Road, said point being Station 89+50.61 in the centerline of said Martin Luther King Jr. Drive, said point also being Station 316+61.19 in the centerline of Reading Road;

Thence along the centerline of said Reading Road North 0° 06' 56" East a distance of 45.95 feet to Station 317+07.14 in said centerline;

Thence leaving said centerline of said Reading Road North 89° 53' 04" West a distance of 32.66 feet to the original westerly right-of-way of said Reading Road;

Thence along said westerly line the following three courses:

- 1) North 4° 32' 40" East a distance of 215.04 feet;
- 2) North 14° 48' 00" East a distance of 286.23 feet (passing an iron pin found at a distance of 102.16 feet and a PK nail found at a distance of 155.53 feet);
- 3) North 14° 39' 40" East a distance of 45.47 feet;

Thence North 84° 13' 09" West a distance of 24.67 feet to an iron pin set in the existing westerly right-of-way line of said Reading Road, said pin also being the TRUE PLACE OF BEGINNING for the parcel herein ;

Thence North 84° 13' 09" West a distance of 50.00 feet to an iron pin found at one of the northwesterly corners;

Thence along one of the westerly lines North 6° 10' 40" West a distance of 1.40 feet to an iron pin found at one of the northwesterly corners;

Thence along the northerly line North 84° 09' 20" East a distance of 50.34 feet to an iron pin set in the existing westerly right-of-way line of said Reading Road;

Thence along said westerly line South 20° 26' 32" West a distance of 1.39 feet to the TRUE PLACE OF BEGINNING, containing 0.002 acres.

Legal Description for Vacation - 0.044 Acre Cut-up plat from Reading Road Right-of-Way – Cut from Auditor's Parcel 106-0001-0276

Situated in Section 8, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being part of Reading Road, the boundary of which being more particularly described as follows:

Beginning at a found 5/8" iron pin in the west right-of-way line of reading road being North 47° 51' 04" East a distance of 44.62 feet from the intersection of said west right-of-way with the north right-of-way line of Martin Luther King Jr. Drive;

Thence along said west right-of-way line, along a curve to the right an arc distance of 251.70 feet to a set 1" iron pin in the south line of a parcel being conveyed to City of Cincinnati in O.R. 14380, Page 24, said curve having a radius of 1504.40 feet, a delta of 9° 35' 10" and a chord bearing North 07° 01' 38" East distance of 251.41 feet;

Thence along said south line, South 82° 08' 19" East a distance of 10.83 feet to a set 5/8" iron pin;

Thence along new division lines, the following three (3) courses:

- 1) South 15° 14' 57" West, a distance of 44.56 feet to a set 5/8" iron pin;
- 2) Along a curve to the left an arc distance of 199.35 feet to a set 5/8" iron pin, said curve having a radius of 1496.90 feet, a delta of 7° 37' 49" and a chord bearing South 06° 19' 51" West a distance of 199.20 feet;
- 3) South 47° 51' 04" West a distance of 10.52 feet to a point to the TRUE PLACE OF BEGINNING.

Containing 0.044 acres, more or less, and being subject to easements, restrictions and rights-of-way of record.

Bearings are based on the old north right-of-way line of Martin Luther King Jr. Drive established by a survey done by Woolpert Inc. on 8/15/2006 being North 84° 02' 21" West.

Other Terms: See Addendum 1.

The Vendor covenants and agrees to convey to the United States of America and its assigns the indefeasible fee simple title to the above-described land subject only to the following outstanding rights in third parties: (if "none," so state)

Any recorded public utility easements including easements for electric, natural gas, and sewer lines, not including vacated Union Avenue utilities.

The Vendor specifically reserves and excepts the following rights and interests in the above-described property: (if "none," so state)

None

The Vendor and the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States, and agrees to convey said real property to the United States of America and its assigns in consideration of the sum of

One million three hundred seventy thousand five hundred \$1,370,500.00

dollars (\$

which amount shall be paid at the time the title to the properties becomes vested in the United States.

The Vendor further agrees that the United States of America shall have 60 days to indicate its acceptance of the contract price and the terms and conditions herein, by mailing or delivering a copy of this contract signed by a duty authorized representative of the United States, to the Vendor at the address indicated below.

NAME AND ADDRESS OF VENDOR
(Include street address, city, state & ZIP code)

City of Cincinnati
Attn: City Manager
801 Plum Street
Cincinnati, Ohio 45202

SIGNED, SEALED AND
DELIVERED THIS DATE: _____

By:

Vendor (Signature)

John P. Curp, Interim City Manager
(Title)

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date:

The offer of the Vendor contained herein is
hereby accepted for and on behalf of

THE UNITED STATES OF AMERICA

By:

(Title)

SEEN AND ACKNOWLEDGED:

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____

Karen Alder, City Finance Director

TERMS AND CONDITIONS OF CONTRACT

1. SURVEY WITH PRICE ADJUSTMENT IF LESS OR GREATER AREA. The description of the property is subject to such modifications as may be necessary to conform to a survey of the property to be made by and at the expense of the United States. In the event that the property to be conveyed has an area less or greater than indicated by the dimensions given in the description (clear building space, exclusive of sidewalks, etc.) at the election of the United States an equitable adjustment shall be made in the amount of the purchase price. The United States is not obligated to conclude the purchase of an area less than the described.

2. SATISFACTORY TITLE AND TITLE EVIDENCE. In order for the land to be acquired by voluntary conveyance, the title must be satisfactory to the Attorney General of the United States. The United States will defray the expenses incident to the preparation and recordation of the deed and obtaining of title evidence. In the event that the title to the property should be unsatisfactory, the Vendor agrees to deliver or cause to be delivered to the United States, at the Vendor's expense, such deeds, releases, affidavits, or other title instruments as the Attorney General may require to cure the title defects. Should the Vendor fail to cure the title defects within sixty (60) days (or such extended period as the Attorney General may allow) after receipt of written notice of such defects, the United States may elect either to terminate this contract by giving written notice of termination to the Vendor, or it may condemn the property as provided in paragraph 4 hereof. If the United States should give such notice of termination, the contract and the obligations incurred thereunder shall be deemed terminated as of the date of such notice without liability by the United States.

b. The title when conveyed to the United States shall be clear of all mineral rights and interests, easements, restrictions, and leases, except those which may be acceptable to the United States. All judgments, taxes, assessments, liens or encumbrances of any sort, existing or inchoate, shall be satisfied. However, it shall not be necessary to discharge liens and mortgages until such time as the transfer of title to the Government is made. The Vendor will be reimbursed by the United States for the pro rata portion of prepaid real property taxes which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of the property by the United States, whichever is earlier. The United States will defray the penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the property.

3. DEED. Title to the property shall be conveyed to the United States by a general warranty deed, which shall be satisfactory to the Attorney General, except that instruments of conveyance by states, municipal corporations, fiduciaries, and persons acting solely in a representative capacity need not contain general warranty covenants, if otherwise satisfactory to the Attorney General. The purchase price recited in the deed shall be the actual consideration paid by the United States. The deed will be prepared by the United States and recorded at its own expense. The Vendor shall, however, obtain and affix to the deed documentary revenue stamps required by law as and if applicable. The Vendor will be reimbursed by the United States for such transfer taxes. The United States acknowledges that Vendor will convey the Property to the United States via deed without any warrantee covenants.

4. CONDEMNATION PROCEEDINGS. The United States has the right to acquire the property by institution of condemnation proceedings in the appropriate Federal court having jurisdiction. The Vendor agrees to cooperate with the United States in the prosecution of such condemnation proceedings and expressly consents that this contract to sell real

property can be used as a basis for stipulation therein for the purpose of fixing the just compensation of the property. The Vendor further agrees that any and all awards of just compensation that may be determined by judgment of the court on behalf of any and all persons, corporations, or associations, other than the Vendor, shall be deducted from the purchase price, and the Vendor consents to the entry of such judgments, if any, and to accept the remaining balance as full and just compensation for the taking of the property described.

5. DIMINUTION IN VALUE, LOSS OR DAMAGE. The Vendor agrees not to do, or permit others to do, any act by which the value of the subject property may be diminished or whereby the title to the property may be encumbered. The Vendor further agrees that if any loss or damage to the property, or to any part thereof, should occur from fire or acts of God or any other cause prior to the vesting of satisfactory title to the property in the United States or delivery of possession, whichever occurs first, the loss or damage shall be borne by the Vendor, and the United States may, without liability, refuse to accept conveyance of the property.

6. ENTIRE SITE TO BE ACQUIRED. If the property described in this contract is composed of more than one parcel of land, the United States shall be under no obligation to acquire any parcel until the Attorney General shall have rendered a favorable opinion on the title to all the parcels embraced in the entire tract. Where the United States determines that a portion of the property shall be acquired by condemnation proceedings, as provided in paragraph 4, the United States shall not be required to conclude the purchase of any parcel until the entire tract has been acquired.

7. ATTEMPTED VARIATIONS. No variations or departure from the terms of this contract will be binding on the United States unless previously agreed upon in writing by the Director of the Centers for Disease Control and Prevention and the City Manager of the Vendor or their duly authorized representatives.

8. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

9. COVENANT AGAINST CONTINGENT FEES. The Vendor and the United States each warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by such party for the purpose of securing business. For breach of violation of this provision, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price the full amount of such commission, percentage, brokerage, or contingent fee.

10. EXAMINATION OF RECORDS. The Vendor agrees that the Comptroller General of the United States or any of his duty authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Vendor involving transactions related to this contract.

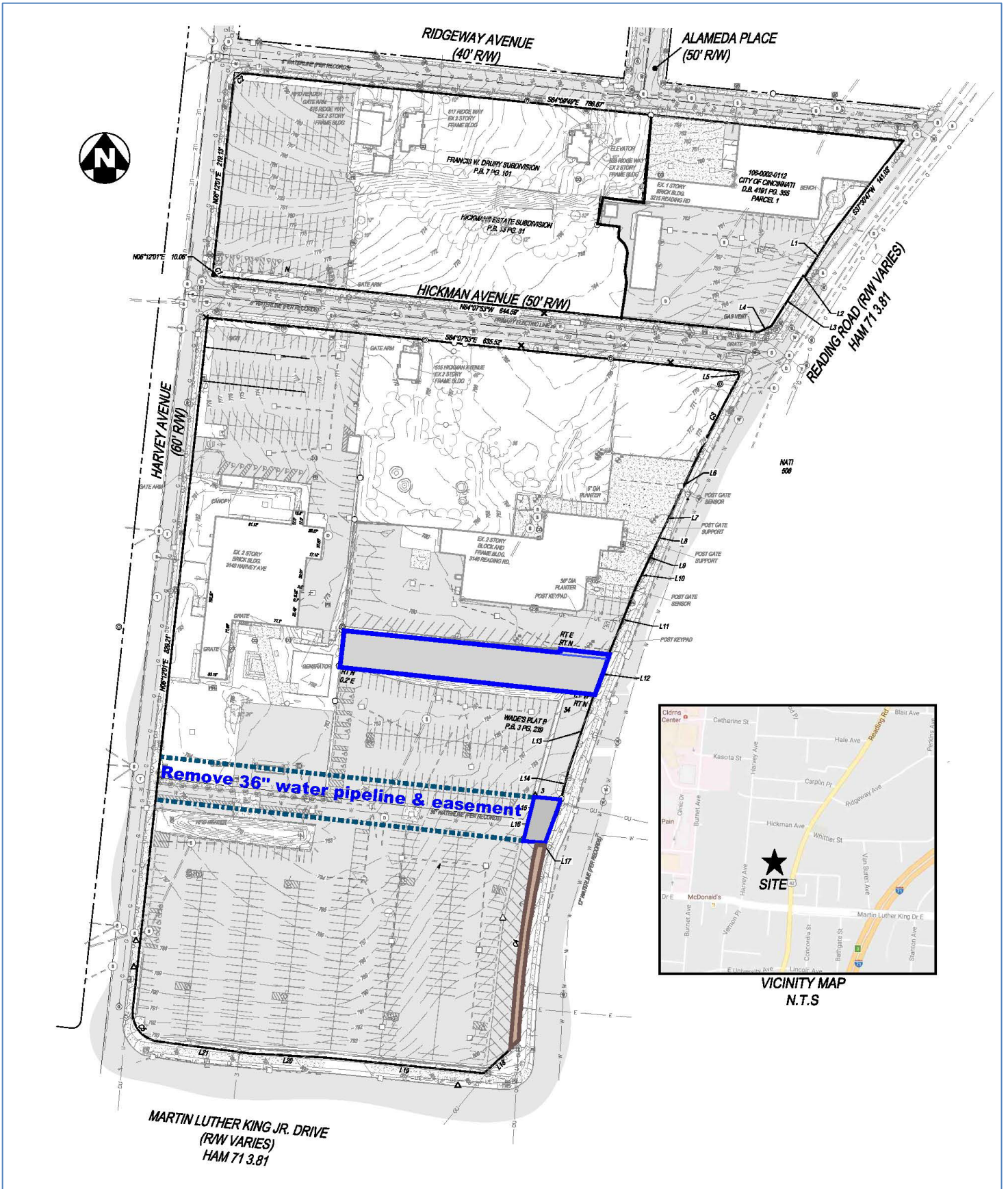




Figure 1 Figure 1 – 0.353-acre sale parcels and 0.044-acre cut-up plat from Reading Road right-of-way vacation

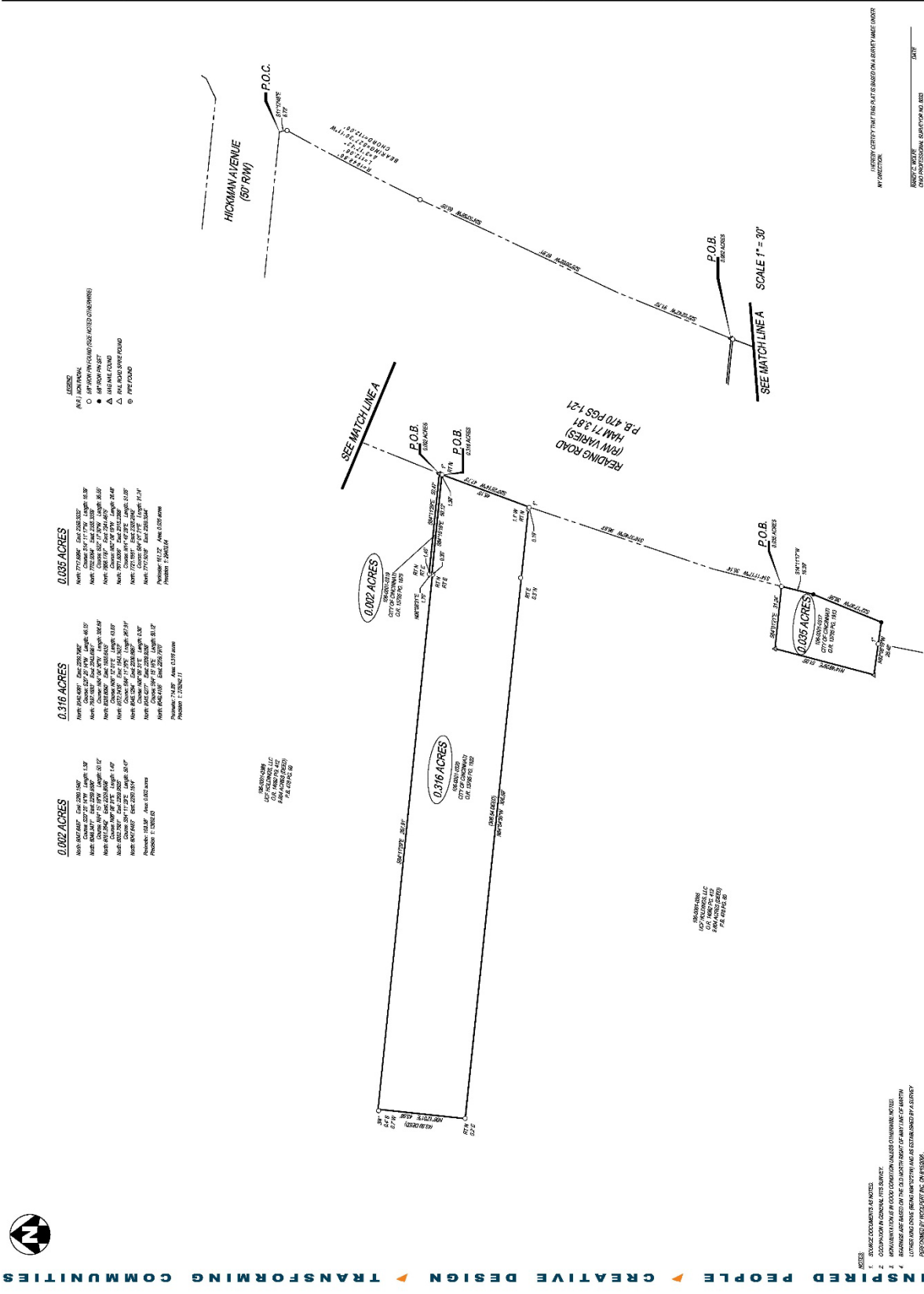


THE KLEINGERS GROUP
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BOUNDARY SURVEY
0.353 ACRES
 MATTHEW C. KLEINGERS
 SURVEYOR NO. 11049
 STATE OF OHIO

DATE: 11-04-2019
 SCALE: 1" = 40.0 FEET
 SHEET NAME: 1 OF 1




INSPIRED PEOPLE ► CREATIVE DESIGN ► TRANSFORMING COMMUNITIES

Figure 2 – 0.353-acre sale parcels – (Outdated to be replaced per new ALTA Survey)



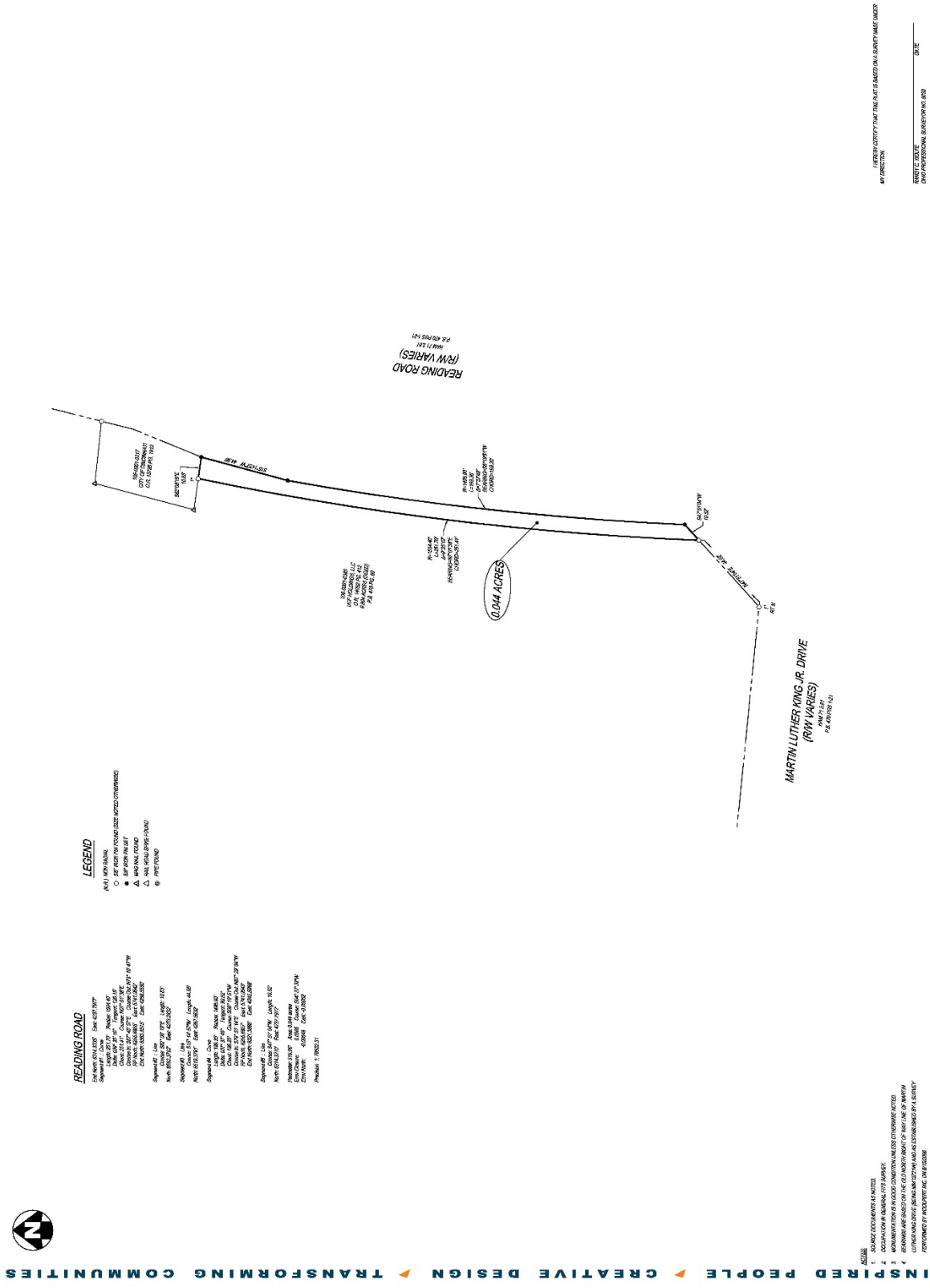
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 WILSON, OHIO 45394
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 www.kleingers.com



STATE OF OHIO
 HANCOCK COUNTY
 PUBLIC RECORDS

PROJECT NO: 106-0001-0317-004
 DATE: 04-27-2023
 SHEET NO: 1 OF 1

PLAT OF A PORTION OF READING ROAD 0.044 ACRES
 SECTION 16, TOWNSHIP 3, RANGE 3AMBERS, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO



INSPIRED PEOPLE **CREATIVE DESIGN** **TRANSFORMING COMMUNITIES**

Figure 3 - Plat of 0.044-acre cut-up plat from Reading Road right-of-way vacation

Contract to Sell Real Property

Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2022

The following are Additional Provisions that the United States of America is documenting as an Addendum to the Contract to Sell Real Property. Reference: 3139 Reading Road and Parcel 106-0001-0317-00.

Additional Provisions

1. General

- a. Following the closing and transfer of the subject parcels, the Vendor also agrees to the following:
 - i. Vacate the 0.044 acre Cut-up plat from Reading Road right of way Parcel 106-0001-0276, located adjacent to the south boundary line of remnant Parcel 106-0001-0317-00, within 120 days of the transfer of the fee title of the 3139 Reading Road and Parcel 106-0001-0317-00 properties to the United States. Following the approval of City ordinance to vacate the right of way, the Vendor agrees to convey the former right-of-way by quitclaim deed to the United States.
 - ii. For the identified consideration included within the purchase offer, the City and/or Greater Cincinnati Water Works (Vendor) agrees to relocate the GCWW owned and operated 36" water transport pipeline and inherent water delivery functions from the 9.804-acre parcel located at 3151 Reading Road (Auditors Parcel 106-0001-0385-00), and a single parcel subject of this Addendum 1 (0.035 acre Parcel 106-0001-0317-00) in the City of Cincinnati, Hamilton County, Ohio 45229 once acquired and owned by the United States, see Figure 1 below.
 - 1) With completion of relocation and abandonment of the 36" pipeline, the Vendor will act to remove any and all easements related to City-owned public utilities through formal recordation at the Hamilton County Ohio Records Office within 120 days of the pipeline currently located as noted above being removed from service by the GCWW.
 - 2) The Vendor will act to remove any and all actual or implied easements as established per City of Cincinnati Ordinance 220 – 1972 for any and all easements related to City-owned public utilities through formal recordation at the Hamilton County Ohio Records Office within 120 days of the pipeline currently located as noted above being removed from service by the GCWW. No other public utilities are known to exist except the 36" GCWW water pipeline.

Contract to Sell Real Property

Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

- 3) GCWW will perform the work to complete limited abandonment of the 6" water line passing through the Hickman Avenue right-of-way (to be vacated) from Reading Road to Harvey Avenue.
 - a) Once all water services provided from the 6" main are no longer required per GCWW regulations or policy, GCWW will remove and cap the east and west ends of the 6" GCWW main to the east limit of Harvey Avenue right-of-way and the west limit of Reading Road right-of-way, or less, depending on GCWW standards concerning abandoned pipe removal within rights-of-way (not within actual boundary of vacated Hickman Avenue).
 - b) Work to remove or abandon the remainder of the 6" water main wholly within the boundary of vacated Hickman Avenue right-of-way will be completed by the United States.
 - c) See other agreed coordination work with GCWW below.

2. Project Design and Site Development

- a. Proposed Design Jury/Reviews
 - i. The United States invited the Uptown Innovation Corridor Design Review Committee (UICDRC), representatives from the City of Cincinnati, representatives from Senator Brown's Staff, and representatives from Senator Portman's staff to participate in design jury/reviews at the end of the Schematic Design Phase on May 12, 2021. CDC welcomed the UICDRC's participation and critique of the architectural design and character of the project.
- b. Security setback
 - i. Per U.S. Department of Homeland Security requirements, the United States will provide a security setback of 100 feet from the property boundary to the laboratory/office building. In addition, the United States will provide a perimeter security fence/barrier at the property boundary to establish the setback. The fence line will keep the general public from entering the federal property. The fence/barrier will be designed to reduce adverse visual impact along the streetscape and permit the viewshed of the federal property to be shared with the public outside the fence line.
- c. The United States intends to consolidate all parcels assembled for the development of the new CDC/NIOSH Campus ("Campus") and rezone the entire Campus property as Institutional-Residential (IR) through City processes, if not rezoned prior to purchase.
- d. The United States will strive to make the parking deck structure and transshipping building architecturally acceptable for the neighbors to the north. The IR zoning side yard

Contract to Sell Real Property

Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

requirements along Ridgeway Avenue may not be met, and a formal zoning variance request may be considered. The United States intends to comply to the greatest extent feasible, but the federal government is not obligated to comply with local ordinances.

- e. The United States will provide the number of handicap parking spaces on Campus required by local ordinances.

3. Department of Transportation & Engineering (DOTE) Coordination

- a. The United States and its project design contractor will coordinate with the Vendor to design the road and traffic signal modifications. The site access points were generally established in the Final Environmental Impact Statement (FEIS) but may have been modified during the design process.
- b. The United States will locate the Campus main employee/visitor entrance gate inboard of the property line, away from Reading Road to allow 180-degree turn around for vehicles to return to Reading Road and to minimize impacts to traffic flow on Reading Road. This gate will be usually opened during the day and closed at night. Other fixed and mechanical automobile security barriers will be provided well away from the roadways to allow vehicle stacking inside the Campus, not on the public roadways.
- c. The United States will align the primary employee and visitor Campus entrance with Whittier Avenue, across Reading Road. The intersection alignment will consider previous Vendor approved development plans and intersection designs for the entry/exits from the east side of Reading Road onto Reading Road.
- d. The United States will add or modify the traffic signal and add a left turn lane from the existing center turn lane at the intersection of Reading Road and the Campus employee/visitor entrance. The United States has determined a right deceleration/turn lane for Reading Road southbound employees or visitors into the Campus is not required to minimize impacts on the southbound traffic along Reading Road.
- e. The United States will relocate the east curb, gutter, and sidewalk adjacent to the Campus along Harvey Avenue from Martin Luther King Jr. Drive East to Ridgeway Avenue to increase the roadway, curb to curb, for 50' clear width and public right-of-way increased from 60' to 66', or more, with sidewalk widening considered. The current development plan, as recommended pursuant to the Traffic Study, is for the Vendor to remove street parking along the east side of Harvey Avenue, with no additional parking to be added to the west side of Harvey Avenue as the roadway width is being increased to accommodate increased traffic flow in the area surrounding the development; however, the parties acknowledge that the Vendor, via City DOTE, has the sole ability to decide or dictate the location of any and all on-street parking, including, without limitation, adding or otherwise not removing such as per the current plan referenced herein. The Vendor must recognize that on-street

Contract to Sell Real Property

Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

- parking adjacent to the development will create a security risk for the United States and that the road widening is being provided only to improve traffic flow. The roadway restriping work in the development project does not provide sufficient width to allow parallel parking along the curbs. The United States will infill the asphalt gap created by relocating the curb, gutter, and sidewalk to meet Vendor standards, but the whole roadway will not be overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite of the CDC/NIOSH Campus property boundary. For increased pedestrian safety, the sidewalk along the east side of Harvey Avenue will be widened from the existing width to the extent feasible approaching the requested 10-foot width and where a 5-foot landscape or tree planting zone will be provided behind the curb, except where both may not be feasible for the United States to maintain the security setback to the primary campus structures, and where the curb cut for truck delivery access into campus is required and truck driver's exiting site lines are not impaired. The United States will create a public right-of-way easement to include all portions of the sidewalk and/or roadway where it may be located on United States property.
- f. The United States will relocate the south curb, gutter, and sidewalk adjacent to the Campus along Ridgeway Avenue from Harvey Avenue to Reading Road, curb to curb, for 32' clear width and the public right-of-way increased from 40' to 48', or more, with sidewalk widening considered. The Vendor will agree to remove street parking along the south side of Ridgeway Avenue. Street parking may remain on the north side of Ridgeway Avenue. The current development plan, as recommended pursuant to the Traffic Study, is for the Vendor to remove street parking along the south side of Ridgeway Avenue as the roadway width is being increased to accommodate increased traffic flow in the area surrounding the Development; however, the parties acknowledge that the Vendor, via City DOTE, has the sole ability to decide or dictate the location of any and all on-street parking, including, without limitation, adding or otherwise not removing such as per the current plan referenced herein. The Vendor must, however, recognize that on-street parking adjacent to the development will create a security risk for the United States and that the road widening is being provided only to improve traffic flow. The roadway restriping work in the development project does not provide sufficient width to allow parallel parking along the south curb. The United States will infill the asphalt gap created by the curb, gutter, and sidewalk relocation to meet Vendor standards, but the whole roadway will not be overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite the CDC/NIOSH Campus property boundary. For increased pedestrian safety, the sidewalk along the south side of Ridgeway Avenue will be widened from the existing width to the extent feasible, bettering the existing width, and approaching the requested 10-foot width, and where a 5-foot landscape or tree planting zone will be provided behind

Contract to Sell Real Property

Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

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- the curb except where the curb cut for fire truck access into campus is required, and where site lines may be impaired at the Reading Road intersection. The United States will create a public right-of-way easement to include all portions of the sidewalk and/or roadway where it may be located on United States property.
- g. The United States will locate the Campus truck delivery entrance on Harvey Avenue, south of Ridgeway Avenue, to provide minimum disruption to other traffic on Martin Luther King Jr. Drive East, Reading Road, and general traffic flows around the Ridgeway Avenue and Harvey Avenue intersection.
 - h. The United States will improve the Ridgeway Avenue and Reading Road intersection to provide a 90-degree approach and a left turn lane from Ridgeway to Reading Road by relocating the curb, gutter, and sidewalk on the southwest corner of this intersection. The United States will infill the asphalt gap created by the curb, gutter, and sidewalk relocation to meet Vendor standards, but the whole roadway will not be overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite the Campus property boundary. The United States will create a public right of way easement along the sidewalk and/or roadway where it may be located on United States property. The United States will provide a new traffic signal and coordinate it with the existing traffic signal at Reading Road and Ridgeway Avenue East.
 - i. The United States will remove all abandoned curb cuts around the entire site and replace with curbs, gutters, and sidewalks meeting Vendor standards.
 - j. The United States' project design and construction contractors will comply with Vendor standards for roadway design and obtain DOTE approvals in all cases, to the extent feasible.
 - k. The United States' construction contractor will apply for and obtain all required permits. The United States may pay reasonable fees for the review of documents and inspections by the Vendor in the same manner as any typical permitted project.

4. Greater Cincinnati Water Works (GCWW) Coordination

- a. The United States will plan to cap utilities that are abandoned at the proposed new CDC/NIOSH Campus property line and remove them from the Campus. The United States' project design and construction contractors will complete all required design work, submission drawings, and permitting.
- b. The United States will pay reasonable fees for the review of documents and inspections by GCWW in the same manner as any typical permitted project.

5. Fire Department Coordination

- a. The United States will relocate any fire hydrants located in the right-of-way, properly engineer them, and request review and inspection by GCWW.

Contract to Sell Real Property

Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

- b. The United States will install fire hydrants meeting Fire Department requirements inside the Campus security perimeter fence to allow Fire Department pumper truck hose connections without the need for hoses to cross the perimeter security fence.
- c. The United States will provide a water flow test and provide documentary results that meet Fire Department requirements.
- d. The United States will provide fire truck access pathways around the buildings. The roadways in some locations may be “grasscrete” or similar landscape paving that will support heavy truck weights. The United States will fully sprinkle all buildings as a self-insurance measure. None of the buildings will be high-rise structures.
- e. The United States will provide and identify break-out panels in the blast-resistant curtainwall for Fire Department’s rescue portal or for smoke control during a fire event.
- f. The United States will coordinate with the Fire Department to assist with firefighting plans. The United States will coordinate a Campus walk-through the Fire Department at times to be mutually agreed, to help them understand response requirements, building hazards, etc.
- g. The United States may consider connecting alarm signals directly to the Fire Department to shorten the response time if the Vendor allows. Otherwise, the United States will employ a third-party UL listed service to verify alarm conditions before notifying the Cincinnati Emergency Communications Center (ECC).

6. Stormwater Management Utility (SMU) Coordination

- a. The United States will maintain and operate stormwater inlets on Government property. Any storm water inlets in the public right-of-way as required to properly drain the public roadways, or inlets relocated to the public right-of-way after closing Hickman Avenue, will be constructed to SMU standards and then turned over to the SMU to maintain and operate.
- b. The United States’ project design contractor will submit Section 303 calculations for review by SMU.
- c. The United States’ construction contractor will submit an erosion control plan for review by SMU.

7. Metropolitan Sewer District (MSD) Coordination

- a. The United States’ construction contractor will apply for and obtain all required permits.
- b. Sewer availability has been approved based on the form previously submitted to MSD by the United States.
- c. The United States will complete the Permit to Install (PTI) from the Ohio EPA.
- d. The United States will complete both the Sewer Use Customer Application and the Medical Operations forms for the Division of Industrial Waste.

Contract to Sell Real Property

Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

- e. The United States will plan to provide a utility easement for the existing 33" brick sewer running below Hickman Avenue, planned to remain functional.
- f. Note: The existing 18" combined sewer running within vacated Hickman Avenue will be abandoned and likely filled with flowable fill in lieu of removal. The existing pipe captures sewer flows only along Harvey Avenue from the existing abandoned buildings, and from the surface parking lots within the project development area. All existing buildings and parking lots in the development area will be demolished in the development project.

8. Duke Energy Coordination

- a. The United States will determine the impact or required changes to the existing utility services running along Hickman Avenue during schematic and subsequent design phases.
- b. The United States or Duke Energy will plan to relocate power and communications lines along Harvey Avenue and Ridgeway Avenue during the sidewalk relocation. Power and communications lines may be relocated above-ground or underground, depending on existing conditions, other unknowns and budget factors.
- c. The United States will establish and grant all utility easements where public utilities cross over or through United States property boundaries for both gas and electric utilities.

9. Building and Inspections Department Coordination

- a. The United States will consider paying reasonable fees for the review of construction documents in the same manner as any typical permitted project.

Contract to Sell Real Property Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

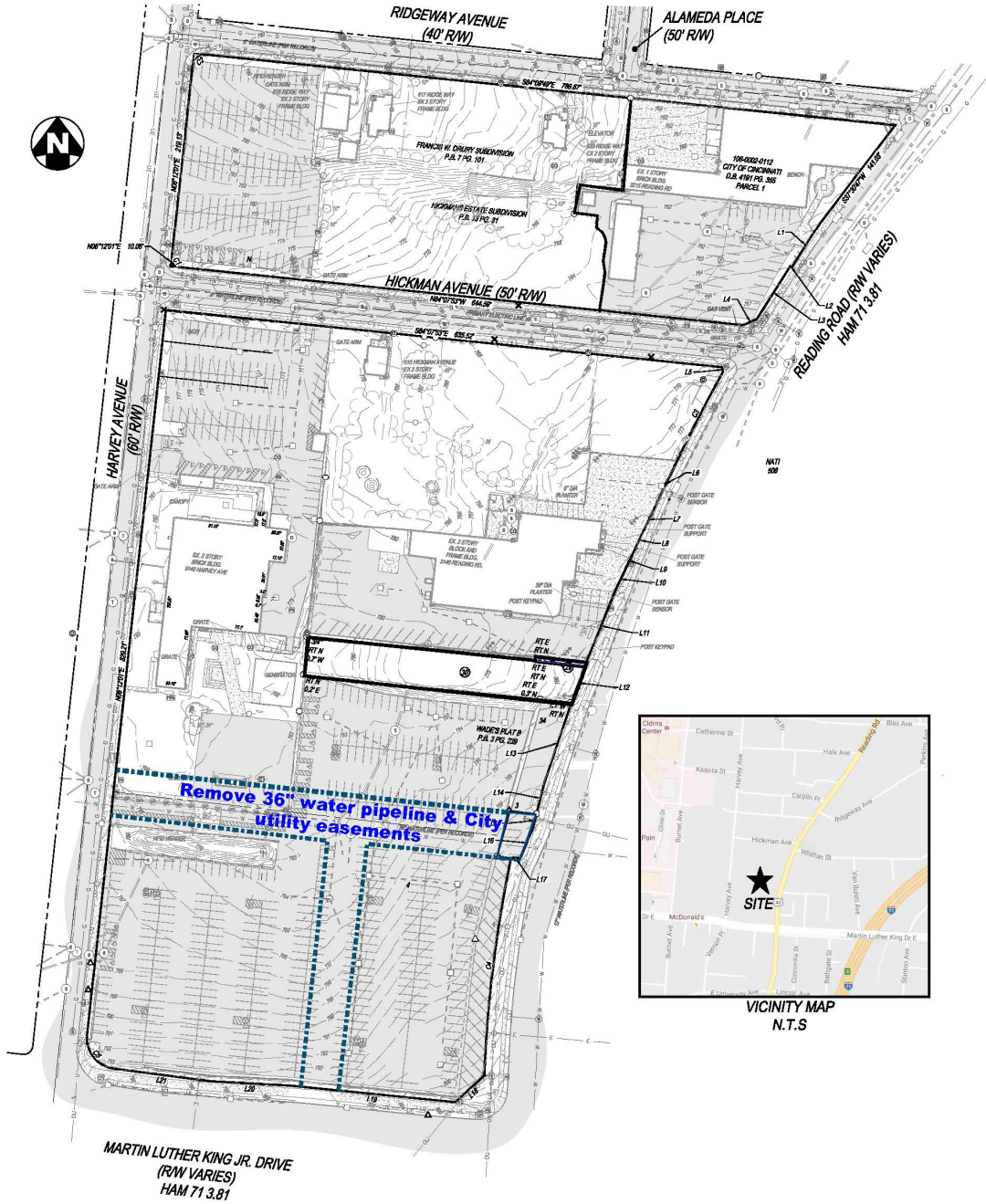


Figure 1 - 36" GCWW pipeline and all utility easements to be removed Harvey Ave. to Reading Rd.

Contract to Sell Real Property

Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

The undersigned Vendor and the United States of America mutually agree that the Addendum 1 provisions above are to be incorporated and become part of the Contract to Sell Real Properties described as 3139 Reading Road and Parcel 106-0001-0317-00:

Vendor:

(Signature and Title)

(Date)

United States of America:

(Signature and Title)

(Date)

SEEN AND ACKNOWLEDGED:

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____

Karen Alder, City Finance Director

END OF ADDENDUM 1

CONTRACT TO SELL REAL PROPERTY

REFERENCE 3215 Reading Road

The undersigned, hereinafter called the "Vendor," who represents that he (she) (it) is the owner of the real property described below, hereby, for himself (herself) (itself), his (her) heirs, executors, administrators (its) successors and assigns, agrees to convey to the United States of America and its assigns, in accordance with the terms and conditions set forth herein, the land, together with the buildings and improvements thereon, unless specifically excepted, and all rights, hereditaments, easements, and appurtenances thereto.

The real property which the Vendor agrees to convey to the United States of America and its assigns is located in:

CITY Cincinnati COUNTRY United States of America STATE Ohio

as shown by the attached plat and more particularly described as follows:

Legal Description 3215 Reading Road 1.363 Acres

Situated in Section 8, Town 3, Fraction Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being part of the land conveyed to City of Cincinnati in D.B. 4191 Pg. 355, the boundary of which being more particularly described as follows:

Beginning at a set 5/8" iron pin at the intersection of the west right of way line of Reading Road with the south right of way line of Ridgeway Avenue;

Thence along said west right of way line the following five (5) courses:

- 1. South 37°30'47" West a distance of 141.03 feet to a set 5/8" iron pin;
- 2. South 32°08'07" West a distance of 59.81 feet to a set 5/8" iron pin;
- 3. North 56°30'24" West a distance of 1.77 feet to a set 5/8" iron pin;
- 4. Along a curve to the left an arc distance of 70.85 feet to a set 5/8" iron pin, said curve having a radius of 1945.86 feet, a delta of 2°05'11" and a chord bearing South 32°27'01" West distance of 70.85 feet;
- 5. South 65°13'48" West a distance of 16.30 feet to a set 5/8" iron pin in the north right of way line of Hickman Avenue;

Thence along said north right of way line, North 84°07'53" West a distance of 164.84 feet to a set 5/8" iron pin at the southeast corner of a 1.8403 acre parcel of land conveyed to Uptown Transportation Authority, LLC in O.R. 14017 Pg. 703;

Thence along the lines of the said 1.8403 acre parcel, the following eleven (11) courses:

- 1. North 06°26'07" East a distance of 48.69 feet to a set 5/8" iron pin;
- 2. North 08°49'53" West a distance of 10.03 feet to a set 5/8" iron pin;
- 3. North 06°35'37" East a distance of 19.80 feet to a set 5/8" iron pin;
- 4. North 06°57'23" West a distance of 4.83 feet to a set mag nail;
- 5. North 20°09'23" West a distance of 4.82 feet to a set mag nail;
- 6. North 42°45'23" West a distance of 12.27 feet to a set 5/8" iron pin;
- 7. North 05°57'37" East a distance of 12.16 feet to a set 5/8" iron pin;
- 8. North 84°33'23" West a distance of 25.96 feet to a found 5/8" iron pin;
- 9. North 05°57'07" East a distance of 33.73 feet to a set 5/8" iron pin;
- 10. South 84°07'53" East a distance of 50.00 feet to a set 5/8" iron pin;
- 11. North 05°57'07" East a distance of 103.33 feet to a point in the aforesaid south right of way line of Ridgeway Avenue, being witnessed by a 5/8" iron pin found lying 0.2 feet south;

Thence along said south right of way line, South 84°09'49" East a distance of 302.54 feet to the Point of Beginning.

Containing 1.363 acres, more or less, and being subject to easements, restrictions and rights of way of record.

Bearings are based on the old north right of way line of Martin Luther King Drive being North 84°02'21" West and as established by a survey done by Woolpert Inc. on August 15, 2006.

Legal Description for Vacation - 0.751 Acre Hickman Avenue Road Right-of-Way

Situated in Section 8, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being Hickman Avenue and the remainder portion of a property conveyed to The City of Cincinnati in DB 3853 Page 232, the boundary of which being more particularly described as follows:

Commencing at the intersection of the west right of way line of Reading Road with the south right of way line of Ridgeway Avenue;

Thence along said west right of way line the following four (4) courses:

1. South 37°30'47" West a distance of 141.03 feet;
2. South 32°08'07" West a distance of 59.81 feet;
3. North 56°30'24" West a distance of 1.77 feet;
4. Along a curve to the left an arc distance of 70.85 feet to a set 5/8" iron pin at the intersection said west right of way and with the north right of way line of Hickman Avenue, being the true Point of Beginning, said curve having a radius of 1945.86 feet, a delta of 2°05'11" and a chord bearing South 32°27'01" West distance of 70.85 feet;

Thence continuing along said west right of way line, South 32°45'24" West a distance of 71.52 feet to a found 1" iron pin at the intersection of said west right of way line with the south right of way of Hickman Avenue;

Thence along said south right of way line, North 11°12'48" West, a distance of 5.73 feet to a found 5/8" iron pin;

Thence continuing, North 84°07'53" West a distance of 635.52 feet to a point in the east right of way line of Harvey Avenue, said point being witnessed by a found cross notch lying 2.5 feet west;

Thence along said east right of way line, North 06°12'01" East a distance of 60.06 feet to a set 5/8" iron pin at the intersection of said east right of way line with the aforementioned north right of way line of Hickman Ave;

Thence along said north right of way line of Hickman Avenue, along a curve to the left an arc distance of 15.77 feet to a set 5/8" iron pin, said curve having a radius of 10.00 feet, a delta of 90°19'53" and a chord bearing South 38°57'56" East distance of 14.18 feet;

Thence along said north right of way line of Hickman Avenue, South 84°07'53" East a distance of 645.17 feet to a set 5/8" iron pin;

Thence continuing, North 65°13'48" East a distance of 16.30 feet to a point to the Point of Beginning.

Containing 0.751 acres, more or less, and being subject to easements, restrictions and rights of way of record.

Bearings are based on the old north right of way line of Martin Luther King Drive established by a survey done by Woolpert Inc. on 8/15/2006 being North 84°02'21" West.

Other Terms: See Addendum 1.

The Vendor covenants and agrees to convey to the United States of America and its assigns the indefeasible fee simple title to the above-described land subject only to the following outstanding rights in third parties: (if "none," so state)

Any recorded public utility easements including easements for electric, natural gas, telephone, water and sewer lines.

The Vendor specifically reserves and excepts the following rights and interests in the above-described property: (if "none," so state)

Vendor and the United States hereby agree to work collaboratively to establish mutually beneficial easements in favor of any public utility affected by the vacation of all or a portion of formerly public street in conjunction with the future development of the site in such locations as may be mutually acceptable to the parties.

The Vendor and the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States, and agrees to convey said real property to the United States of America and its assigns in consideration of the sum of:

One million seven hundred thousand \$1,700,000.00
dollars (\$

which amount shall be paid at the time the title to the properties becomes vested in the United States.

The Vendor further agrees that the United States of America shall have 60 days to indicate its acceptance of the contract price and the terms and conditions herein, by mailing or delivering a copy of this contract signed by a duly authorized representative of the United States, to the Vendor at the address indicated below.

NAME AND ADDRESS OF VENDOR
(Include street address, city, state & ZIP code)

City of Cincinnati
Attn: City Manager
801 Plum Street
Cincinnati, Ohio 45202

SIGNED, SEALED AND
DELIVERED THIS DATE: _____

By: _____
Vendor (Signature)
John P. Curp, Interim City Manger
(Title)

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date:

The offer of the Vendor contained herein is
hereby accepted for and on behalf of

THE UNITED STATES OF AMERICA

By: _____
(Title)

SEEN AND ACKNOWLEDGED:

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____

Karen Alder, City Finance Director

TERMS AND CONDITIONS OF CONTRACT

1. SURVEY WITH PRICE ADJUSTMENT IF LESS OR GREATER AREA. The description of the property is subject to such modifications as may be necessary to conform to a survey of the property to be made by and at the expense of the United States. In the event that the property to be conveyed has an area less or greater than indicated by the dimensions given in the description (clear building space, exclusive of sidewalks, etc.) at the election of the United States an equitable adjustment shall be made in the amount of the purchase price. The United States is not obligated to conclude the purchase of an area less than the described.

2. SATISFACTORY TITLE AND TITLE EVIDENCE. In order for the land to be acquired by voluntary conveyance, the title must be satisfactory to the Attorney General of the United States. The United States will defray the expenses incident to the preparation and recordation of the deed and obtaining of title evidence. In the event that the title to the property should be unsatisfactory, the Vendor agrees to deliver or cause to be delivered to the United States, at the Vendor's expense, such deeds, releases, affidavits, or other title instruments as the Attorney General may require to cure the title defects. Should the Vendor fail to cure the title defects within sixty (60) days (or such extended period as the Attorney General may allow) after receipt of written notice of such defects, the United States may elect either to terminate this contract by giving written notice of termination to the Vendor, or it may condemn the property as provided in paragraph 4 hereof. If the United States should give such notice of termination, the contract and the obligations incurred thereunder shall be deemed terminated as of the date of such notice without liability by the United States.

b. The title when conveyed to the United States shall be clear of all mineral rights and interests, easements, restrictions, and leases, except those which may be acceptable to the United States. All judgments, taxes, assessments, liens or encumbrances of any sort, existing or inchoate, shall be satisfied. However, it shall not be necessary to discharge liens and mortgages until such time as the transfer of title to the Government is made. The Vendor will be reimbursed by the United States for the pro rata portion of prepaid real property taxes which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of the property by the United States, whichever is earlier. The United States will defray the penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the property.

3. DEED. Title to the property shall be conveyed to the United States by a general warranty deed, which shall be satisfactory to the Attorney General, except that instruments of conveyance by states, municipal corporations, fiduciaries, and persons acting solely in a representative capacity need not contain general warranty covenants, if otherwise satisfactory to the Attorney General. The purchase price recited in the deed shall be the actual consideration paid by the United States. The deed will be prepared by the United States and recorded at its own expense. The Vendor shall, however, obtain and affix to the deed documentary revenue stamps required by law as and if applicable. The Vendor will be reimbursed by the United States for such transfer taxes. The United States acknowledges that Vendor will convey the Property to the United States via deed without any warrantee covenants.

4. CONDEMNATION PROCEEDINGS. The United States has the right to acquire the property by institution of condemnation proceedings in the appropriate Federal court having jurisdiction. The Vendor agrees to cooperate with the United States in the prosecution of such condemnation proceedings and expressly consents that this contract to sell real property can be used as a basis for stipulation therein for the purpose of fixing the just

compensation of the property. The Vendor further agrees that any and all awards of just compensation that may be determined by judgment of the court on behalf of any and all persons, corporations, or associations, other than the Vendor, shall be deducted from the purchase price, and the Vendor consents to the entry of such judgments, if any, and to accept the remaining balance as full and just compensation for the taking of the property described.

5. DIMINUTION IN VALUE, LOSS OR DAMAGE. The Vendor agrees not to do, or permit others to do, any act by which the value of the subject property may be diminished or whereby the title to the property may be encumbered. The Vendor further agrees that if any loss or damage to the property, or to any part thereof, should occur from fire or acts of God or any other cause prior to the vesting of satisfactory title to the property in the United States or delivery of possession, whichever occurs first, the loss or damage shall be borne by the Vendor, and the United States may, without liability, refuse to accept conveyance of the property. Notwithstanding the foregoing, the United States acknowledges that it intends to demolish the existing building on the property, and therefore, agrees that there will be no adjustment of the purchase price associated with a diminution of value based on the condition of such building.

6. ENTIRE SITE TO BE ACQUIRED. If the property described in this contract is composed of more than one parcel of land, the United States shall be under no obligation to acquire any parcel until the Attorney General shall have rendered a favorable opinion on the title to all the parcels embraced in the entire tract. Where the United States determines that a portion of the property shall be acquired by condemnation proceedings, as provided in paragraph 4, the United States shall not be required to conclude the purchase of any parcel until the entire tract has been acquired.

7. ATTEMPTED VARIATIONS. No variations or departure from the terms of this contract will be binding on the United States unless previously agreed upon in writing by the Director of the Centers for Disease Control and Prevention and the City Manager of the Vendor or their duly authorized representative.

8. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

9. COVENANT AGAINST CONTINGENT FEES. The Vendor and the United States each warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by such party for the purpose of securing business. For breach of violation of this provision, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price the full amount of such commission, percentage, brokerage, or contingent fee.

10. EXAMINATION OF RECORDS. The Vendor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Vendor involving transactions related to this contract.

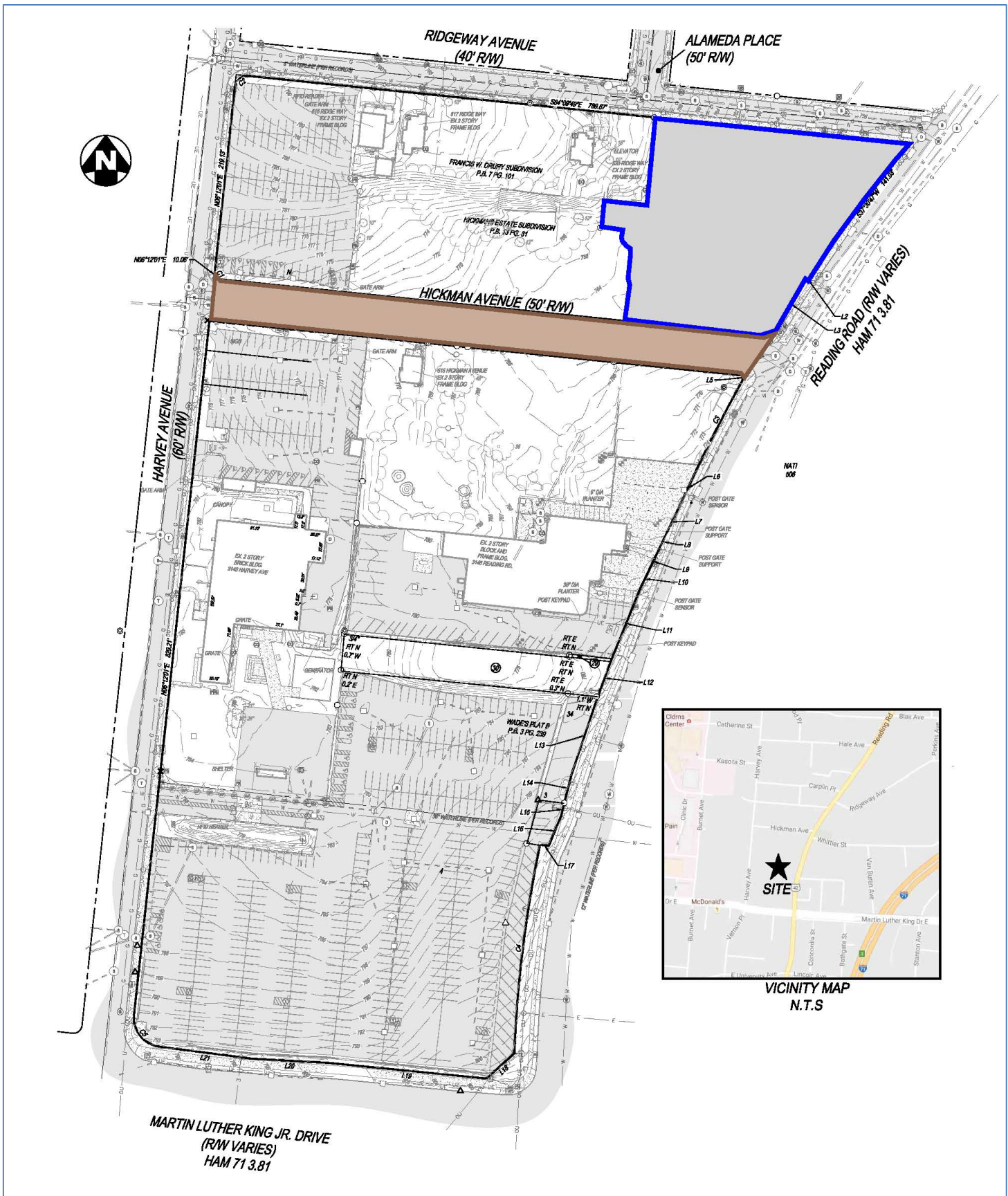


Figure 1 – 1.363-acre sale parcel and 0.751-acre Hickman Avenue right-of way vacation

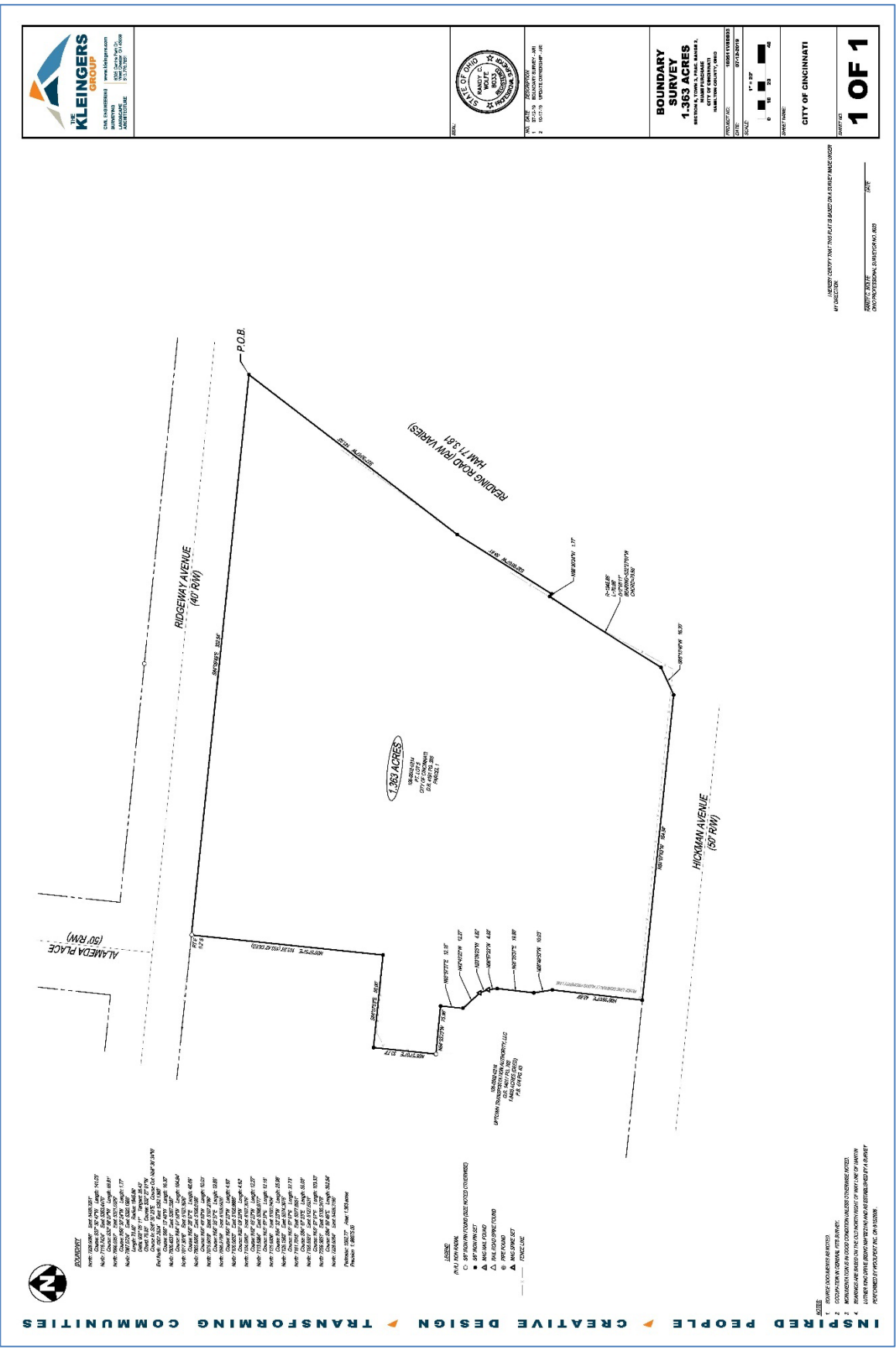


Figure 2 - Plat of 1.363-acre sale parcel

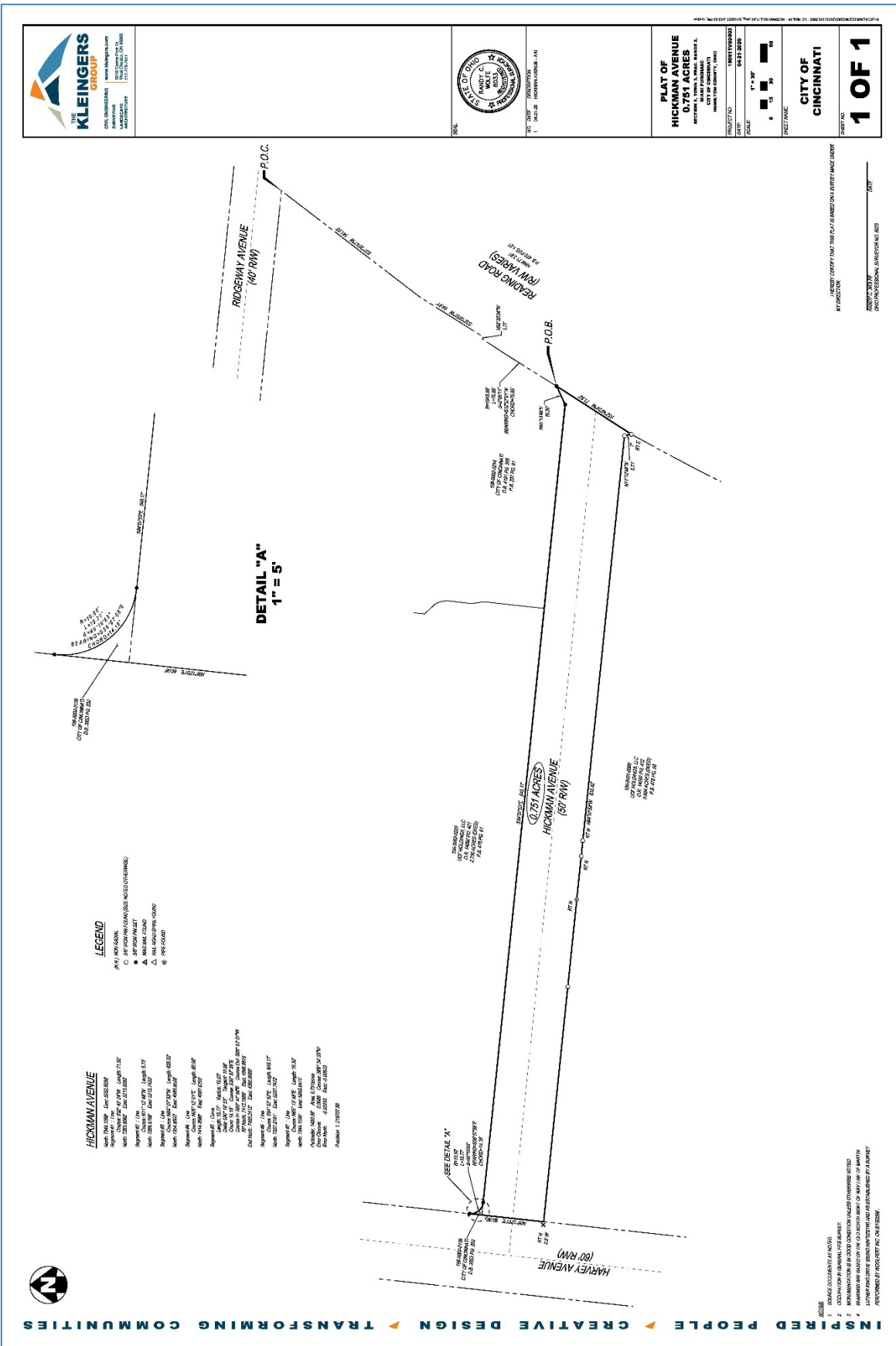


Figure 3 - Plat of 0.751-acre Hickman Avenue right-of-way vacation

Contract to Sell Real Property

Addendum 1

Reference: 3215 Reading Road

May 24, 2022

The following are Additional Provisions that the United States of America (United States) is documenting as an Addendum to the Contract to Sell Real Property. Reference: 3215 Reading Road.

Additional Provisions

1. General

- a. Continued Use Agreement to be signed at the property sale Closing: The Vendor and the United States will have negotiated and will sign at the Closing, where the fee title is transferred to the United States, a fixed term continued use agreement between the United States and the City or City Park Board (Vendor) for the City Park Board's temporary continued use of the subject property at no cost. The agreement with these minimum provisions will be developed jointly by the Vendor and the United States within 45 days after the property purchase contract execution when the United States countersigns the contract, and before the property sale Closing.
 - i. Minimum Continued Use Agreement Provisions:
 - 1) The agreement shall include a waiver of all legal rights for the City's or City Park Board's (Vendor's) continued occupancy of the property beyond the April 30, 2023 continued use termination date. Once executed, an extension of the agreement term must be forgone without further notice from the United States and without legal recourse of the City or City Park Board (Vendor).
 - 2) The Vendor's continued use of the property is at its sole risk. The Vendor waives all claims for damage or theft of the City's equipment, fixtures, or personal property that may be at the property from time to time.
 - 3) The Vendor shall maintain the buildings and property in their current or better conditions: secured, operable, weatherable, and presentable (except for necessary landscaping changes based on the season).
 - 4) The Vendor shall maintain all life safety systems and fixtures for the grounds and structures, then perform periodic testing of those systems or fixtures in accordance with all applicable codes and regulations.
 - 5) The Vendor shall pay for all utilities during the continued use agreement term.
 - 6) Property taxes are not and shall not be considered for United States owned property.
- b. In consideration of the economic value and long-term stability that the new CDC/NIOSH Campus will provide to the City of Cincinnati, and of the United States' commitment to widen Harvey and Ridgeway Avenues and make traffic signal and intersection improvements to other surrounding streets described later in this Addendum, the Vendor agrees to vacate

Contract to Sell Real Property Addendum 1

Reference: 3215 Reading Road

May 24, 2022

the 0.751-acre Hickman Avenue right of way concurrently with the closing and transfer of the fee title of this Vendor's property to the United States. The legal description is now included in the Contract to Sell Real Property document and removed from Addendum 1. Following City ordinance to vacate the right of way, the Vendor agrees to convey the former rights-of-way by quitclaim deed to the United States.

- i. Note: Following fee title transfer of Hickman Avenue, the United States will plan to close the road to the public only after construction mobilization at the new campus site, and then strive to widen Harvey and most of Ridgeway Avenues during the early site preparation phases (not including the 3215 Reading Road parcel). The Park's vehicles will be provided a secondary access on the privatized Hickman Avenue as a limited access drive east from the current Park's Hickman Avenue entry gate to Reading Road, and will remain open until the Continued Use Agreement expiration date. It must be understood that the complete widening of Ridgeway and the intersection improvement at Ridgeway Avenue and Reading Road cannot occur until after the continued use agreement expiration and the structures located at 3215 Reading Road are demolished. Vendor may reserve an easement for the limited access drive referenced in the preceding paragraph, which will expire upon the termination of the Continued Use Agreement.

2. Project Design and Site Development

- a. Proposed Design Jury/Reviews
 - i. The United States invited the Uptown Innovation Corridor Design Review Committee (UICDRC), representatives from the City of Cincinnati, representatives from Senator Brown's Staff, and representatives from Senator Portman's staff to participate in design jury/reviews at the end of the Schematic Design Phase on May 12, 2021. CDC welcomed the UICDRC's participation and critique of the architectural design and character of the project.
- b. Security setback
 - i. Per U.S. Department of Homeland Security requirements, the United States will provide a security setback of 100 feet from the property boundary to the laboratory/office building. In addition, the United States will provide a perimeter security fence/barrier at the property boundary to establish the setback. The fence line will keep the general public from entering the federal property. The fence/barrier will be designed to reduce adverse visual impact along the streetscape and permit the viewshed of the federal property to be shared with the public outside the fence line.

Contract to Sell Real Property Addendum 1

Reference: 3215 Reading Road

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- c. The United States intends to consolidate all parcels assembled for the development of the new CDC/NIOSH Campus (“Campus”) and rezone the entire Campus property as Institutional-Residential (IR) through City processes, if not rezoned prior to purchase.
- d. The United States will strive to make the parking deck structure and transshipping building architecturally acceptable for the neighbors to the north. The IR zoning side yard requirements along Ridgeway Avenue may not be met, and a formal zoning variance request may be considered. The United States intends to comply to the greatest extent feasible, but the federal government is not obligated to comply with local ordinances.
- e. The United States will provide the number of handicap parking spaces on Campus required by local ordinances.

3. Department of Transportation & Engineering (DOTE) Coordination

- a. The United States and its project design contractor will coordinate with the Vendor to design the road and traffic signal modifications. The site access points were generally established in the Final Environmental Impact Statement (FEIS) but may have been modified during the design process.
- b. The United States will locate the Campus main employee/visitor entrance gate inboard of the property line, away from Reading Road to allow 180-degree turn around for vehicles to return to Reading Road and to minimize impacts to traffic flow on Reading Road. This gate will be usually opened during the day and closed at night. Other fixed and mechanical automobile security barriers will be provided well away from the public roadways to allow vehicle stacking inside the Campus, not on the public roadways.
- c. The United States will align the primary employee and visitor Campus entrance with Whittier Avenue, across Reading Road. The intersection alignment will consider previous Vendor approved development plans and intersection designs for the entry/exits from the east side of Reading Road onto Reading Road.
- d. The United States will add or modify the traffic signal and add a left turn lane from the existing center turn lane at the intersection of Reading Road and the Campus employee/visitor entrance. The United States has determined a right deceleration/turn lane for Reading Road southbound employees or visitors into the Campus is not required to minimize impacts on the southbound traffic along Reading Road.
- e. The United States will relocate the east curb, gutter, and sidewalk adjacent to the Campus along Harvey Avenue from Martin Luther King Jr. Drive East to Ridgeway Avenue to increase the roadway, curb to curb, for 50’ clear width and the public right-of-way increased from 60’ to 66’, or more, with sidewalk widening considered. The current development plan, as recommended pursuant to the Traffic Study, is for the Vendor to remove street parking along the east side of Harvey Avenue, with no additional parking to be added to the west

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Addendum 1

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May 24, 2022

- side of Harvey Avenue as the roadway width is being increased to accommodate increased traffic flow in the area surrounding the Campus; however, the parties acknowledge that the Vendor, via City DOTE, has the sole ability to decide or dictate the location of any and all on-street parking, including, without limitation, adding or otherwise not removing such as per the current plan referenced herein. The Vendor must, however, recognize that on-street parking adjacent to the development will create a security risk for the United States and that the road widening is being provided only to improve traffic flow. The roadway restriping work in the development project does not provide sufficient width to allow parallel parking along the curbs. The United States will infill the asphalt gap created by relocating the curb, gutter, and sidewalk to meet Vendor standards, but the whole roadway will not be overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite of the CDC/NIOSH Campus property boundary. For increased pedestrian safety, the sidewalk along the east side of Harvey Avenue will be widened from the existing width to the extent feasible approaching the requested 10-foot width and where a 5-foot landscape or tree planting zone will be provided behind the curb, except where both may not be feasible for the United States to maintain the security setback to the primary campus structures, and where the curb cut for truck delivery access into campus is required and truck driver's exiting site lines are not impaired. The United States will create a public right of way easement to include all portions of the sidewalk and/or roadway where it may be located on United States property.
- f. The United States will relocate the south curb, gutter, and sidewalk adjacent to the Campus along Ridgeway Avenue from Harvey Avenue to Reading Road, curb to curb, for 32' clear width and public right-of-way increased from 40' to 48', or more, with sidewalk widening considered. The Vendor will agree to remove street parking along the south side of Ridgeway Avenue. Street parking may remain on the north side of Ridgeway Avenue. The current development plan, as recommended pursuant to the Traffic Study, is for the Vendor to remove street parking along the south side of Ridgeway Avenue as the roadway width is being increased to accommodate increased traffic flow in the area surrounding the Development; however, the parties acknowledge that the Vendor, via City DOTE, has the sole ability to decide or dictate the location of any and all on-street parking, including, without limitation, adding or otherwise not removing such as per the current plan referenced herein. The Vendor must, however, recognize that on-street parking adjacent to the development will create a security risk for the United States and that the road widening to be provided is only to improve traffic flow. The roadway restriping work in the development project does not provide sufficient width to allow parallel parking along the south curb. The United States will infill the asphalt gap created by the curb, gutter, and sidewalk relocation to meet Vendor standards, but the whole roadway will not be

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May 24, 2022

- overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite the CDC/NIOSH Campus property boundary. For increased pedestrian safety, the sidewalk along the south side of Ridgeway Avenue will be widened from the existing width to the extent feasible, bettering the existing width, and approaching the requested 10-foot width, and where a 5-foot landscape or tree planting zone will be provided behind the curb except where the curb cut for fire truck access into campus is required, and where site lines may be impaired at the Reading Road intersection. The United States will create a public right-of-way easement to include all portions of the sidewalk and/or roadway where it may be located on United States property.
- g. The United States will locate the Campus truck delivery entrance on Harvey Avenue, south of Ridgeway Avenue, to provide minimum disruption to other traffic on Martin Luther King Jr. Drive East, Reading Road, and general traffic flows around the Ridgeway Avenue and Harvey Avenue intersection.
 - h. The United States will improve the Ridgeway Avenue and Reading Road intersection to provide a 90-degree approach and a left turn lane from Ridgeway to Reading Road by relocating the curb, gutter, and sidewalk on the southwest corner of this intersection. The United States will infill the asphalt gap created by the curb, gutter, and sidewalk relocation to meet Vendor standards, but the whole roadway will not be overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite the Campus property boundary. The United States will create a public right of way easement along the sidewalk and/or roadway where it may be located on United States property. The United States will provide a new traffic signal and coordinate it with the existing traffic signal at Reading Road and Ridgeway Avenue East.
 - i. The United States will remove all abandoned curb cuts around the entire site and replace with curbs, gutters, and sidewalks meeting Vendor standards.
 - j. The United States' project design and construction contractors will comply with Vendor standards for roadway design and obtain DOTE approvals in all cases, to the extent feasible.
 - k. The United States' construction contractor will apply for and obtain all required permits. The United States may pay reasonable fees for the review of documents and inspections by the Vendor in the same manner as any typical permitted project.
- 4. Greater Cincinnati Water Works (GCWW) Coordination**
- a. Per a related real property purchase offer, the United States may join a GCWW public works project to reroute the 36" pipeline away from United States' property and also perform the work to complete limited abandonment work of a 6" water line within the Hickman Avenue right-of-way (to be vacated per this Purchase Contract and Addendum).

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May 24, 2022

- i. After both this Property Purchase Contract and Property Purchase Contract for 3139 Reading Road & Parcel 106-0001-0317-00 are executed, and where the related GCWW agreement is also included, the 6" main within Hickman Avenue right-of way (to be vacated) will be abandoned. Once all water services provided from the 6" main are no longer required per United States' written request to GCWW per their regulations or policy, GCWW will remove and cap the east and west ends of the 6" GCWW main to the east limit of Harvey Avenue right-of-way and west limit of Reading Road right- of-way, or less, depending on GCWW standards concerning abandoned pipe removal within rights-of-way (not within actual boundary of vacated Hickman Avenue). Work to remove or abandon the remainder of the 6" water main wholly within the boundary of vacated Hickman Avenue right-of-way will be completed by the United States.
 - ii. If the GCWW agreement is not executed within the Property Purchase Offer for 3139 Reading Road and Parcel 106-0001-0317-00, the United States will perform all work to abandon and cap the east and west connections of the 6" water line per GCWW standards.
- b. The United States will plan to cap utilities that are abandoned at the proposed new CDC/NIOSH Campus property line and remove them from the Campus. The United States' project design and construction contractors will complete all required design work, submission drawings, and permitting.
 - c. The United States will pay reasonable fees for the review of documents and inspections by GCWW in the same manner as any typical permitted project.

5. Fire Department Coordination

- a. The United States will relocate any fire hydrants located in the right-of-way, properly engineer them, and request review and inspection by GCWW.
- b. The United States will install fire hydrants meeting Fire Department requirements inside the Campus security perimeter fence to allow Fire Department pumper truck hose connections without the need for hoses to cross the perimeter security fence.
- c. The United States will provide a water flow test and provide documentary results that meet Fire Department requirements.
- d. The United States will provide fire truck access pathways around the buildings. The roadways may be "grasscrete" or similar landscape paving that will support heavy truck weights. The United States will fully sprinkle all buildings as a self-insurance measure. None of the buildings will be high-rise structures.
- e. The United States will provide and identify break-out panels in the blast-resistant curtainwall for Fire Department's rescue portal or for smoke control during a fire event.

Contract to Sell Real Property

Addendum 1

Reference: 3215 Reading Road

May 24, 2022

- f. The United States will coordinate with the Fire Department to assist with firefighting plans. The United States will coordinate a Campus walk-through with the Fire Department at times to be mutually agreed, to discuss response requirements, building hazards, etc.
- g. The United States may consider connecting alarm signals directly to the Fire Department to shorten the response time if the Fire Department allows. Otherwise, the United States will employ a third-party UL listed service to verify alarm conditions before notifying the Cincinnati Emergency Communications Center (ECC).

6. Stormwater Management Utility (SMU) Coordination

- a. The United States will maintain and operate stormwater inlets on Government property. Any storm water inlets in the public right-of-way as required to properly drain the public roadways, or inlets relocated to the public right-of-way after closing Hickman Avenue, will be constructed to SMU standards and then turned over to the SMU to maintain and operate.
- b. The United States' project design contractor will submit Section 303 calculations for review by SMU.
- c. The United States' construction contractor will submit an erosion control plan for review by SMU.

7. Metropolitan Sewer District (MSD) Coordination

- a. The United States' construction contractor will apply for and obtain all required permits.
- b. Sewer availability has been approved based on the form previously submitted to MSD by the United States.
- c. The United States will complete the Permit to Install (PTI) from the Ohio EPA.
- d. The United States will complete both the Sewer Use Customer Application and the Medical Operations forms for the Division of Industrial Waste.
- e. The United States will plan to provide a utility easement for the existing 33" brick sewer running below Hickman Avenue, planned to remain functional.
- f. Note: The existing 18" combined sewer running within vacated Hickman Avenue will be abandoned and likely filled with flowable fill in lieu of removal. The existing pipe captures sewer flows only along Harvey Avenue from the existing abandoned buildings, and from the surface parking lots within the project development area. All existing buildings and parking lots in the development area will be demolished in the development project.

8. Duke Energy Coordination

- a. The United States will determine the impact or required changes to the existing utility services running along Hickman Avenue during schematic and subsequent design phases.

Contract to Sell Real Property

Addendum 1

Reference: 3215 Reading Road

May 24, 2022

- b. The United States or Duke Energy will plan to relocate power and communications lines along Harvey Avenue and Ridgeway Avenue during the sidewalk relocation. Power and communications lines may be relocated above-ground or underground, depending on existing conditions, other unknowns and budget factors.
- c. The United States will establish and grant all utility easements where public utilities cross over or through United States property boundaries for both gas and electric utilities.

9. Building and Inspections Department Coordination

- a. The United States will consider paying reasonable fees for the review of construction documents in the same manner as any typical permitted project.

10. Solar Panels - 3215 Reading Road Building Rooftop

- a. Vendor has the right, but not the obligation, to remove at its sole cost and expense the solar panels currently located on the building on the Property up until the expiration of the Continued Use Agreement. For the avoidance of doubt, in the event Vendor does not remove the solar panels prior to the expiration of the Continued Use Agreement, control of the building located on the Property will transfer to the United States with the solar panels still in place and deemed abandoned, and the United States may choose to salvage or demolish said solar panels at its sole and absolute discretion.

**Contract to Sell Real Property
Addendum 1**

Reference: 3215 Reading Road
May 24, 2022

The undersigned Vendor and the United States of America mutually agree that the Addendum 1 provisions above are to be incorporated and become part of the Contract to Sell Real Property described as 3215 Reading Road:

Vendor:

(Signature and Title)

(Date)

United States of America:

(Signature and Title)

(Date)

SEEN AND ACKNOWLEDGED:

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____

Karen Alder, City Finance Director

END OF ADDENDUM 1



CONTINUED USE AGREEMENT

THIS CONTINUED USE AGREEMENT (this “Use Agreement”) is made and entered into as of **Date**, 2021 (the "Effective Date"), by and between **THE UNITED STATES OF AMERICA** (“Government”) acting by and through the **CENTERS for DISEASE CONTROL & PREVENTION**, (“CDC”), and **CITY of CINCINNATI PARK BOARD** (“Parks”), and authorizes continued use by Parks of the facilities and grounds located at 3215 Reading Road, Cincinnati, Ohio.

RECITALS

WHEREAS, CDC and Parks anticipate the Property Purchase Sale Closing on a **Property Purchase Agreement** (“Purchase Agreement”).

WHEREAS, the CDC wishes to establish and confirm an orderly transition of occupancy so as to allow Parks relocation to a new street address outside the current location with minimal disruption before the last day of this Use Agreement Term, and to harmonize existing arrangements of both parties required with the Closing of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Use Agreement the parties agree as follows:

1. **Facilities and Grounds Location.** Parks shall have exclusive use of the facilities and grounds containing an area of 1.363 acres, more or less, as delineated on attached **Exhibit A** and referred to hereinafter as the “Premises”.
2. **Use Agreement Term.** The term of this Use Agreement granted hereunder, which shall commence on the date of Property Purchase Sale Closing of the Purchase Agreement, and transfer of Parcel 106-0002-0214 (3215 Reading Road), Cincinnati, Hamilton County, OH, 45229 from Parks to CDC. Parks’ right to use Premises under this Agreement shall terminate on **April 30, 2023**, unless a shorter term is requested by Parks, or as otherwise mutually agreed by both parties in writing. No extension of this Use Agreement term will be permitted. Parks is willingly entering into this Use Agreement and agrees, with execution of this Agreement, to waive any and all rights that may be available under federal, state, local and common laws and regulations for continuation of use of the Premises past the stated Use Agreement term.
3. **Transfer or Assignment.** Parks shall not transfer or assign this Use Agreement, or the rights herein granted in whole or in part, at any time to any other party or organized department of the City of Cincinnati.
4. **Access To and From the Premises.** Throughout the Use Agreement term and after CDC takes possession of the Hickman Avenue Rights of Way (R/W), or the City permits the CDC’s use of the R/W ahead of actual title transfer, CDC will maintain access for Parks from the Premises’ Hickman Avenue gate directly to and from Reading Road. CDC contemplates narrowing and closing the road



just west of the Premises' Hickman Avenue gate with construction barriers without a turnaround at the west end of the road. Hickman Avenue street signs will be removed from both east and west ends of the roadway and "private drive" signs installed in their place where the pavement will remain on the east end. Additional signs will be installed to identify the drive as a "private drive, authorized traffic only", or similar. Parks' employees, agents, guests or invitees' traffic will be authorized to use this "private drive".

5. **Signage of the Premises.** Throughout the Use Agreement term, Parks may maintain the existing identification signage. Additional signage keeping the same Park's identification name may be updated with notification and written permission of CDC.

6. **Operations and Maintenance.** The facilities and grounds condition shall be considered "AS IS" as of the commencement of the term of this Use Agreement. CDC will make no improvements or repairs to the facilities before or during the term of this Agreement. Throughout the Use Agreement term, Parks shall be responsible for operating and maintaining the Premises in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the Premises and all improvements and appurtenances thereto, reasonable wear and tear excepted, in connection with their use. Parks shall maintain all life safety systems and fixtures for the grounds and structures and test them periodically in accordance with all applicable codes and regulations. Parks shall pay all utility charges incurred in connection with Parks' use of the Premises, and shall release, hold and save CDC harmless therefrom. Parks also agrees to maintain Premises in accordance with the following terms:
 - a. The grassed yards within the Premises shall be maintained to comply with City of Cincinnati Ordinances and Regulations.
 - b. The Premises exterior spaces shall be kept clear of trash, and debris to maintain a clean and orderly appearance to the Public.
 - c. The public sidewalks, curbs and gutters surrounding the Premises shall be cleared of snow, trash, and debris in compliance with State of Ohio and City of Cincinnati Ordinances and Regulations.
 - d. Parks shall maintain landscaping similar to existing conditions as of the Effective Date of this Use Agreement depending on the seasonal changes required.

7. **Alterations.** Parks shall not make any structural alterations, additions or betterments to this CDC-owned property without coordination and prior written consent of CDC.
 - a. Any alterations, additions, or betterments to the Premises which Parks considers necessary or desirable in connection with this Use Agreement shall be at Parks' sole cost and expense.
 - b. Upon termination of this Use Agreement, Parks shall remove improvements and restore the Premises to a condition equivalent to that at the time of the effective date of this Use Agreement, reasonable wear and tear excepted. This condition may be waived if requisite approval for the improvements to remain after Termination Date is secured by Parks from CDC before the improvements are implemented.



8. **Insurance and Indemnification.** Parks shall keep the Premises continuously insured during the term of this Use Agreement either under its existing comprehensive program of self-insurance and/or by means of a commercially purchased policy of liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00). Parks shall be responsible for claims, liabilities, damages or losses resulting from injury or death of any person or damage to property occurring upon the Premises during the Use Agreement term and caused by Parks or its agents or employees, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of any occupant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matters related to things above set forth. Parks shall indemnify, hold harmless and defend with legal counsel acceptable to the CDC against any and all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. Parks shall waive all claims against the CDC for damages to improvements that are now on or hereafter placed or built on the Premises, and for injuries to persons or property on the Premises from any cause arising at any time.
9. **Personal Property.** All personal property belonging to Parks or to any of Parks' employees, agents, guests or invitees that is in or on any part of the Premises shall be there at the risk of Parks or of such other party only, and CDC and its members, managers, agents and employees shall not be liable for any damage thereto or for the theft or misappropriation thereof. Neither CDC nor its members, managers, agents or employees shall be liable for any damage or loss to personal property of Parks or any of Parks' employees, agents, guests or invitees located anywhere in or on the Premises, unless such damage or loss is caused by CDC's gross negligence or intentional misconduct. CDC's liability in such circumstances, to the extent there is any, shall be governed by the provisions of the Federal Tort Claims Act.
10. **Default.** The following shall constitute an event of default by Parks hereunder: failure of Parks to perform any of Parks' obligations under this Use Agreement and failure to cure within thirty (30) days after CDC provides Parks written notice of such failure, unless such cure cannot be reasonably completed within the 30-day period and Parks has commenced and is diligently pursuing such cure.
11. **Taxes.** CDC as a federal entity does not pay taxes. Parks shall pay all taxes imposed for utility and maintenance services required for continued use of the Premises if not also waived for Parks as a local governmental organization. CDC will not extend waivers for these taxes to Parks.
12. **CDC's Use of Premises.** Parks shall secure the Premises as necessary to protect the Parks' and CDC's interests. Keys, alarms, keypad codes, and any other such devices used to secure the Premises shall be retained only by Parks. CDC does not accept the responsibility for holding duplicate controls during the term of this Use Agreement. While it is not anticipated that CDC will have any need to use the Premises during the term of this Use Agreement, CDC does reserve the right to use the Premises as required to complete site surveys, planning, and design preparation work required to prepare the facility for the



planned demolition after the term of this Use Agreement, provided such use will not interfere with the use hereby granted. CDC will provide Parks a minimum 3-day notice of entry except in the case of emergency or threat of imminent harm to persons or property. Parks shall grant entry with full time escort if Parks requires the same.

13. **Compliance.** All activities and operations at or within the Premises shall be governed by and conducted in compliance with any and all applicable federal, state and local laws and regulations, including without limitation, applicable security and environmental protection laws and regulations.
14. **Storage, treatment, or disposal of toxic or hazardous materials.** Parks agrees that storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Government in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Government authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this Use Agreement. Any such approved storage, treatment, or disposal of toxic or hazardous material by Parks on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with applicable federal, state and local laws and regulations. As and to the extent caused or attributable to Parks, Parks shall provide for the continued financial and environmental responsibility or liability with regard to any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises as determined were generated, produced or deposited by Parks after the commencement of this Agreement.
15. **Coordination of legal compliance efforts.** Parks shall coordinate legal compliance efforts with CDC in any and all instances where they may be reasonably exposed to liability in connection with actions or omissions of each other within the Premises.
16. **Environmental removal or remedial action.** To the maximum extent allowable by applicable federal law and regulations, Parks shall be responsible for the cost of any environmental removal or remedial action, as and to the extent caused by Parks after commencement of this Use Agreement that may be necessary or required in connection with actions or omissions attributable to the use and occupation of the Premises by Parks.
17. **Notices.** All notices, demands, consents, statements, requests or other communications hereunder, or required by applicable law, shall be in writing and shall be deemed properly delivered when and if: (a) personally delivered; (b) sent by overnight private courier service that in the ordinary course



of its business maintains a record of receipt of each of its deliveries; (c) sent by e-mail; or (d) mailed by United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto and other persons at their respective addresses or e-mail addresses set forth below or as they may hereafter specify by written notice delivered in accordance herewith:

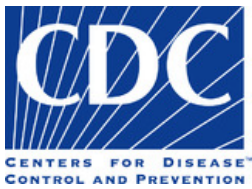
If to CDC: Jeffery Williams, Director AMSO
Centers for Disease Control and Prevention (CDC)
1600 Clifton Road NE
M/S K80
Atlanta, Georgia 30329-4027
Telephone: 770-488-8089
Email: yzw7@cdc.gov

With a copy to: Harry Marsh, Architect
Centers for Disease Control and Prevention (CDC)
1600 Clifton Road NE
M/S K80
Atlanta, Georgia 30329-4027
Telephone: 770-488-2476
Email: ham0@cdc.gov

If to Parks: John Juech, Assistant City Manager
City of Cincinnati
Room 104, City Hall
801 Plum Street
Cincinnati, Ohio 45220
Telephone: 513-352-5328
Email: john.juech@cincinnati-oh.gov

With a copy to: _____
Cincinnati, Ohio 45220
Telephone:
Email:

Notices shall be deemed to have been given: (a) on the date of delivery or refusal of delivery, if by personal delivery or e-mail; (b) on the date of record of receipt if deposited with any private courier service; or (c) the date of postmark if sent by United States mail. A party receiving a notice which does not comply with the technical requirements for notice under this section may elect to waive any deficiencies and treat the notice as having been properly given.



18. **Condition at Termination.** At the expiration or earlier termination of the Use Agreement term, Parks shall quit and deliver the Premises to CDC peaceably and quietly, in the good order and condition as such Premises were on the commencement date of this Use Agreement, reasonable wear and tear and unavoidable damages by the elements excepted. No written notice between the parties shall be required ahead of the stated expiration date except for early termination. Parks shall remove all personal property belonging to Parks or to any of Parks' employees, agents, guests or invitees that is located within or on any part of the Premises from the Premises on or before the Use Agreement expiration date, and reasonably clean the grounds and facilities of all trash and debris.
19. **Compliance with Laws.** During the Use Agreement Term all parties to this Use Agreement shall comply with all present and future laws and regulations applicable to the use and occupancy of the subject Premises.
20. **Non-Waiver.** No waiver of any condition or covenant of this Use Agreement or failure to exercise a remedy by either of the parties hereto shall be considered to imply or constitute a further waiver by such part of the same or any other condition, covenant or remedy.
21. **Further Assurance.** The parties to this Use Agreement shall cooperate with each other in order to promptly and fully carry out the terms and provisions of this Use Agreement. Each party shall execute and deliver such other agreements, documents, or instruments and take such other actions as may be reasonably required to carry out this Use Agreement's intentions.
22. **Counterparts.** This Use Agreement may be executed by electronic signature, and in counterparts, all of which when taken together will constitute one and the same instrument.
23. **Governing Law.** This Use Agreement shall be governed in accordance with applicable federal law, or in accordance with the laws of the State of Ohio to the extent that such laws do not conflict with federal law.

[Signatures on Following Page]



The parties to this Use Agreement have executed this Agreement as of the date first set forth above.

CDC:

CENTERS FOR DISEASE CONTROL AND PREVENTION

By: _____

Name: Jeffery Williams

Title: CDC/Director Asset Management Services Office (AMSO)

Signature Date: _____

PARKS:

Recommended by City of Cincinnati Parks Board

By: _____

Name: _____

Title: _____

Signature Date: _____

City of Cincinnati – City Manager

By: _____

Name: _____

Title: _____

Signature Date: _____

City of Cincinnati – Approved as to Form - Assistant City Solicitor

By: _____

Name: _____

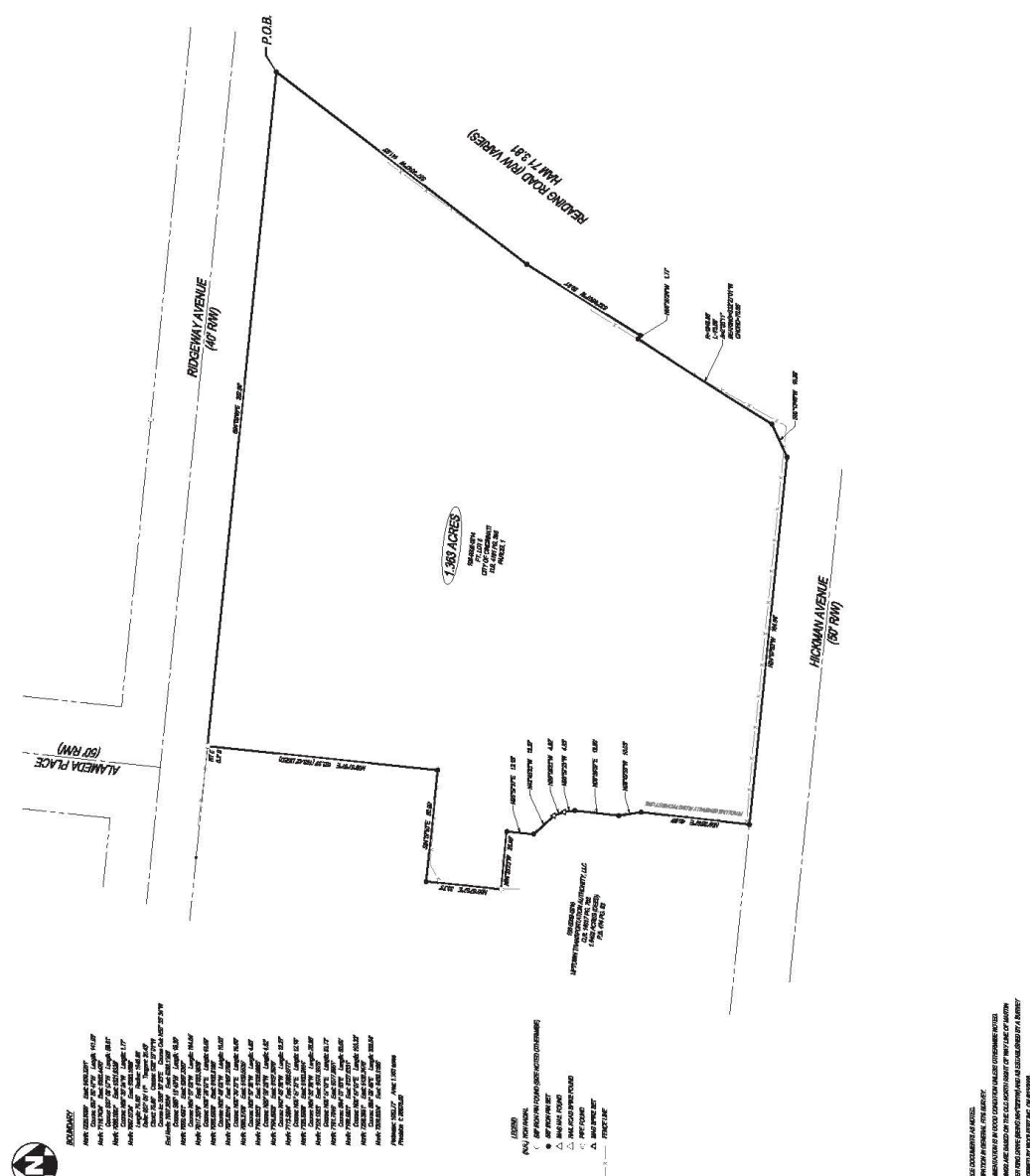
Title: _____

Signature Date: _____

CONTINUED USE AGREEMENT EXHIBIT A

<p>KLEINGERS ASSOCIATES ARCHITECTS, PLANNERS & ENGINEERS 10000 University Blvd., Suite 100 Houston, TX 77036 713.861.1000</p>	<p>SEAL HARRIS COUNTY, TEXAS COUNTY CLERK JAMES D. WILSON</p>	<p>DATE: 08/06/2019 BY: J. D. WILSON COUNTY CLERK</p>	<p>BOUNDARY SURVEY 1.363 ACRES MAYNARD, J. D. & J. D. WILSON, JR. HARRIS COUNTY, TEXAS HARRIS COUNTY, TEXAS HARRIS COUNTY, TEXAS</p> <p>PROJECT NO. 19-00000000000000 DATE: 08/06/2019 SCALE: 1" = 40'</p> <p>UC HEALTH</p> <p>1 OF 1</p>
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HARRIS COUNTY PUBLIC HEALTH DIVISION
HARRIS COUNTY, TEXAS
HARRIS COUNTY, TEXAS



UC HEALTH
10000 UNIVERSITY BLVD., SUITE 100
HOUSTON, TEXAS 77036
713.861.1000

Date: September 28, 2022

To: Members of the Budget and Finance Committee 202201843
From: Sheryl M. M. Long, City Manager
Subject: EMERGENCY ORDINANCE – MARSHALL AT CENTRAL, LLC PROPERTY SALE
AGREEMENT AND REPEALING ORDINANCE NO. 283-2022

Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Marshall at Central, LLC, pursuant to which the City will vacate and convey certain real property designated as public right-of-way known as Hallmar Avenue in the CUF neighborhood of Cincinnati; and further **REPEALING** Ordinance No. 283-2022.

The City of Cincinnati owns certain real property designated as public right-of-way, namely Hallmar Avenue in the CUF neighborhood (the “Property”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”).

Marshall at Central, LLC (“Petitioner”) desires to purchase the Property from the City to facilitate the construction of a four-story multi-family structure on Petitioner’s adjoining real property.

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

The approximate fair market value of the Property is \$96,000, which Petitioner has agreed to pay.

The City Planning Commission approved the sale of the Property at its meeting on February 4, 2022.

After passing Ordinance No. 283-2022 on September 14, 2022, it was determined that an emergency clause was necessary. The reason for the emergency is the immediate need to allow the shovel-ready project to move forward so that the City may receive the economic and noneconomic benefits from the sale and redevelopment of the Property at the earliest possible time.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Property Sale Agreement

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

EMERGENCY

City of Cincinnati

CHM

EESW

An Ordinance No. _____

- 2022

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Marshall at Central, LLC, pursuant to which the City will vacate and convey certain real property designated as public right-of-way known as Hallmar Avenue in the CUF neighborhood of Cincinnati; and further **REPEALING** Ordinance No. 283-2022.

WHEREAS, the City owns certain real property designated as public right-of-way, namely, an approximately 0.387-acre tract of Hallmar Avenue in the CUF neighborhood, as more particularly depicted and described in the *Property Sale Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (“Property”), which Property is under the management of the City’s Department of Transportation and Engineering (“DOTe”); and

WHEREAS, Council, on September 14, 2022, approved Ordinance No. 283-2022, which authorized the City Manager to execute a *Property Sale Agreement* with Marshall at Central, LLC, an Ohio limited liability company (“Petitioner”), pursuant to which the City would vacate and sell the Property to Petitioner to facilitate the construction of a four-story multi-family structure totaling approximately 105,000 gross square feet, a private clubhouse, and a surface parking lot on Petitioner’s property (the “Project”); and

WHEREAS, Section 10 of Ordinance No. 283-2022 established that said ordinance shall be effective and be in force from and after the earliest period authorized by law; however, Council has determined that it is necessary for the preservation of the public peace, health, safety, and general welfare of the City and its residents to authorize the City Manager to allow the shovel-ready project to move forward immediately, so that the City may receive the economic and noneconomic benefits of the Project at the earliest possible time; and

WHEREAS, Richard C. Spoor, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that Petitioner owns all real property abutting the Property; and

WHEREAS, pursuant to Ohio Revised Code Sec. 723.04, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

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

WHEREAS, the City Manager, in consultation with DOTe, has determined that: (i) the Property is not needed for transportation purposes or any other municipal purpose; (ii) there is

good cause to vacate the Property; and (iii) the vacation of the Property will not be detrimental to the general interest; and

WHEREAS, the City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Property is approximately \$96,000, which Petitioner has agreed to pay; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City, and eliminating competitive bidding in connection with the City's sale of the Property is appropriate because Petitioner owns all real property abutting the Property, and, as a practical matter, no one other than an abutting property owner would have any use for it; 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 acquire, construct, enlarge, improve, or equip and 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 by providing or assisting in providing housing; and

WHEREAS, in furtherance of the foregoing public purposes, the City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with applicable state and local laws; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation and sale of the Property at its regularly scheduled meeting on February 4, 2022; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Sale Agreement* with Marshall at Central, LLC, an Ohio limited liability company ("Petitioner"), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati ("City") will vacate and convey to Petitioner an approximately 0.387-acre tract of Hallmar Avenue in the CUF neighborhood, as more

particularly depicted and described in the *Property Sale Agreement* (the "Property"), which

Property is more particularly described as follows:

Situate in Section 20, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being part of Lots 1, 2, and 3 of A.J. Riddle's Subdivision of Lot 53 as recorded in Plat book 2, Page 41, and being more fully described as follows:

Beginning at an iron pin set and being at a wall corner at the intersection of the south right-of-way line of Marshall Avenue, and the northwesterly right-of-way line of Hallmar Avenue, and being the northeast corner of Tract XIII owned by Marshall at Central, L.L.C. as described in Official Record 13324, Page 2476;

thence, South 84°10'50" East, 6.27 feet, to a cut cross set;

thence, South 37°38'21" East, 72.49 feet, to a cut cross set on the west right-of-way line of West McMicken Avenue and being the northeast corner of Tract XIII owned by Marshall at Central, L.L.C. as described in Official Record 13324, Page 2476;

thence, North 75°32'30" West, 16.64, along the north line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set and being the northwest corner of said Tract XII;

thence, South 37°16'55" West, 127.10 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 37°16'39" West, 88.23 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 34°22'05" West, 56.35 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 21°31'45" West, 51.37 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, North 09°24'07" East, 52.19 feet, to a cut cross set;

thence, North 00°09'22" West, 36.87 feet, to a Mag nail set;

thence, North 03°43'42" West, 63.94 feet, to an iron pin set;

thence, North 07°45'59" West, 19.96 feet, to an iron pin found on the east right-of-way of Central Parkway and being the southwest corner of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 81°04'22" East, 29.65 feet, along the south line of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, North 37°16'38" East, 191.25 feet, along the east line of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set and being the point of beginning.

Containing 0.387 acres more or less with all being subject to any legal highway and easements of record.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network. The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, based on a field survey performed under his direct supervision and dated November 23, 2021, all iron pins set are 5/8" x 30" rebar with caps reading "CHOICE ONE ENGR-AJB PS 8629."

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

Section 3. That the City's Real Estate Services Division has determined, by professional appraisal, the fair market value of the Property is approximately \$96,000, which Petitioner 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 City because Petitioner owns all real property that abuts the Property, and, as a practical matter, no one other than an abutting property owner would have any use for the Property.

Section 5. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate

Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is hereby 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, pursuant to Ohio Revised Code Sec. 723.041, any affected public utility shall be deemed to have a permanent easement in the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing its utility facilities and for purposes of access to said facilities.

Section 8. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the *Property Sale Agreement*, including, without limitation, executing any and all ancillary agreements, deeds, plats, or other documents described in or contemplated by the *Property Sale Agreement* to facilitate the vacation and sale of the Property to Petitioner.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the Hamilton County, Ohio Recorder's Office.

Section 10. That Ordinance No. 283-2022, passed on September 14, 2022, is hereby repealed in its entirety.

Section 11. 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 allow the shovel-ready project to move forward so that the City may receive the economic and noneconomic benefits from the sale and redevelopment of the Property at the earliest possible time.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **MARSHALL AT CENTRAL, LLC**, an Ohio limited liability company, whose tax mailing address is 1008 Marshall Avenue, Cincinnati, OH 45225 ("**Purchaser**").

Recitals:

A. The City owns certain real property designated as public right-of-way known as Hallmar Avenue in the CUF neighborhood of Cincinnati, Ohio, as more particularly described on Exhibit A (Legal Description- the Sale Property) hereto (the "**Sale Property**"), which Sale Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. Purchaser owns certain real property adjoining the Sale Property, as depicted on Exhibit B (Vacation Plat) hereto ("**Purchaser's Property**"), and desires to purchase from the City the Sale Property to consolidate said Sale Property with Purchaser's Property to facilitate the construction of a four-story multi-family structure, totaling approximately 105,000 gross square feet, clubhouse with private commercial and recreational uses, and surface parking lot.

C. Pursuant to Chapter 723 of the Ohio Revised Code, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.

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

E. Richard C. Spoor, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that Purchaser owns all the real property abutting the Sale Property.

F. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$96,000, which Purchaser has agreed to pay.

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

H. 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.

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

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 February 4, 2022.

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K. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [____], passed on [_____].

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$96,000.00 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. **Closing.**

(A) **Conditions.** The closing on the City's sale of the Sale Property to Purchaser (the "**Closing**") shall not occur unless and until the following conditions have been satisfied or waived (the "**Conditions**"); *provided however*, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

- (i) **Title & Survey:** Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) **Inspections, Utilities & Zoning/Building Code Requirements:** Purchaser's approval of inspections of the Sale Property, including, without limitation, environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) **Plats, Legal Descriptions and Deed:** Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property, including, but not limited to: [x] an acceptable deed of record evidencing Purchaser as the vested legal owner as to Purchaser's Property; [y] an acceptable survey plat and legal description with closure of the Sale Property to accompany the transfer and recording of the Quitclaim Deed in substantially the form attached as Exhibit C – (Form of Quitclaim Deed – Sale Property); and [z] an acceptable survey plat and legal description with closure to consolidate the Sale Property with Purchaser's Property immediately after recording of the Quitclaim Deed – Sale Property in substantially the form attached as Exhibit D (Consolidation Plat – Sale Property and Purchaser's Property);
- (iv) **Coordinated Report Conditions (CR #72-2021):**
 - (a) **DOTE:**
 - 1. [intentionally omitted]
 - 2. The existing utilities must be granted easements or relocated at Purchaser's expense.
 - 3. [Intentionally omitted]

{00363826-4}

4. No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.
5. The Purchaser is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.
6. Central Parkway and McMicken Avenue must be finished at Hallmar Avenue intersections, with a curb, sidewalk, and/or drive approach in accordance with City standards, or an approved plan.
7. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(b) Metropolitan Sewer District of Greater Cincinnati ("MSD"):

1. The MSD Request for Availability of Sewer Service (RASS) will be required for a future development or redevelopment project. The MSD RASS will determine the availability of a sewer and outline any additional MSD project requirements that could impact a project schedule if not considered early in project conceptual planning. Such considerations may include the need to obtain any MSD tap permits, easements, 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 Excavation/Fill permitting and bonding, MSD storm water detention requirements, need for a grease interception system, and/or a reminder for the project to coordinate with City of Cincinnati Stormwater Management Utility (SMU) for their specific storm water, erosion control, and storm water detention requirements. To date, at least three MSD Conditional Availability of Sewers Letters have been issued by MSD addressing three RASSs: CMD2100145 and CMD2100143 dated July 30, 2021 and CMD2100144 dated August 31, 2021. Sewer availability for at least one parcel (0098-0002-0027) within the project area (approximately in the Area of Bldg 3) has not been received. Based on information provided in CR 72, information and estimates provided for CMD2100143-145 addressing the previously submitted RASSs should be resubmitted if the project is presently being rescope and if any additional parcels are being included or removed from the current project scope as currently understood by MSD.
2. The RASS(s) may require a MSD Excavation/Fill permit as well as bond necessary for any construction, construction traffic, earthwork, or any other construction activity over existing sewers, including site preparation activities such as geotechnical investigations and demolition of buildings in which existing sewers are located. Additional requirements will be established by the MSD E/F permit (such as verification and usage of existing or abandoned building services or connections to existing sewers through dye testing, pre- and post-demolition, or construction CCTVing, etc). No additional loading may be exerted on existing MSD sewers as the result of proposed structures and geotechnical/structural design calculations will be required for MSD review. Information concerning MSD E/F permits may be found in Section

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406 of the MSD Rules and Regulations at the following link provided at msdgc.org: http://msdgc.org/downloads/about_msd/msd-rules-regulations/rules_and_regulations.pdf.

3. A 30' wide minimum permanent sewer easement will be necessary centered on existing sewers that traverse the project site. The permanent sewer easement will be necessary for access, operations, and maintenance of the existing public sewers and manholes that are to remain in operation. Note, an additional 3' on either side of the permanent easement will be required, along with other MSD easement restrictions, as outlined per MSD Rules and Regulations Section 207. No structure which can interfere with the access to the public sewer or can exert loading upon a public sewer per MSD Rules and Regulations Section 206. Information concerning Sections 206 and 207 may be found at the following link provided at msdgc.org: http://msdgc.org/downloads/about_msd/msd-rules-regulations/rules_and_regulations.pdf.
4. Project coordination and acceptance by City of Cincinnati Public Works, DOTE, and/or SMU that the removal of their earlier project from the MSD's combined sewer system does not impact their department's respective functional and design project requirements and is acceptable for removal.

(c) SMU: There is stormwater infrastructure at the south end of Hallmar near Central Pkwy that will need to be filled, sealed, and abandoned.

(d) Duke Energy: Duke Energy requires an easement for existing facilities located on, above, or under the Sale Property.

(e) Altafiber: Altafiber requires an easement for existing facilities located on the Sale Property. Such 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 as of this request will be handled entirely at the property owner's expense.

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

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

(D) Closing Costs and Closing Documents. At the Closing, (i) the City shall confirm that Purchaser has paid the Purchase Price in full, and (ii) the City shall convey all its right, title, and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City all

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unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

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

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

(i) Purchaser is an Ohio limited liability company duly organized and validly existing under the laws of the State of Ohio, is authorized to transact 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 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 herein. This Agreement has by proper action been duly authorized, executed and delivered by Purchaser, and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Purchaser.

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

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

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

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

(vii) Neither Purchaser, nor any of its affiliates, owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

5. **General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – *Legal Description -the Sale Property*

Exhibit B – *Site Survey*

Exhibit C – *Form of Quit Claim Deed*

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

MARSHALL AT CENTRAL, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2022

[City signatures on the following page]

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CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2022

Recommended by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

{00363826-4}

EXHIBIT A
to Property Sale Agreement

Legal Description - the Sale Property

Auditor's Parcel No.: None
Property Address: None; Hallmar Avenue, Cincinnati, Ohio 45225

Situate in Section 20, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being part of Lots 1, 2, and 3 of A.J. Riddle's Subdivision of Lot 53 as recorded in Plat book 2, Page 41, and being more fully described as follows:

Beginning at an iron pin set and being at a wall corner at the intersection of the south right-of-way line of Marshall Avenue, and the northwesterly right-of-way line of Hallmar Avenue, and being the northeast corner of Tract XIII owned by Marshall at Central, L.L.C. as described in Official Record 13324, Page 2476;

thence, South 84°10'50" East, 6.27 feet, to a cut cross set;

thence, South 37°38'21" East, 72.49 feet, to a cut cross set on the west right-of-way line of West McMicken Avenue and being the northeast corner of Tract XIII owned by Marshall at Central, L.L.C. as described in Official Record 13324, Page 2476;

thence, North 75°32'30" West, 16.64, along the north line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set and being the northwest corner of said Tract XII;

thence, South 37°16'55" West, 127.10 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 37°16'39" West, 88.23 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 34°22'05" West, 56.35 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 21°31'45" West, 51.37 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, North 09°24'07" East, 52.19 feet, to a cut cross set;

thence, North 00°09'22" West, 36.87 feet, to a Mag nail set;

thence, North 03°43'42" West, 63.94 feet, to an iron pin set;

thence, North 07°45'59" West, 19.96 feet, to an iron pin found on the east right-of-way of Central Parkway and being the southwest corner of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 81°04'22" East, 29.65 feet, along the south line of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, North 37°16'38" East, 191.25 feet, along the east line of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set and being the point of beginning.

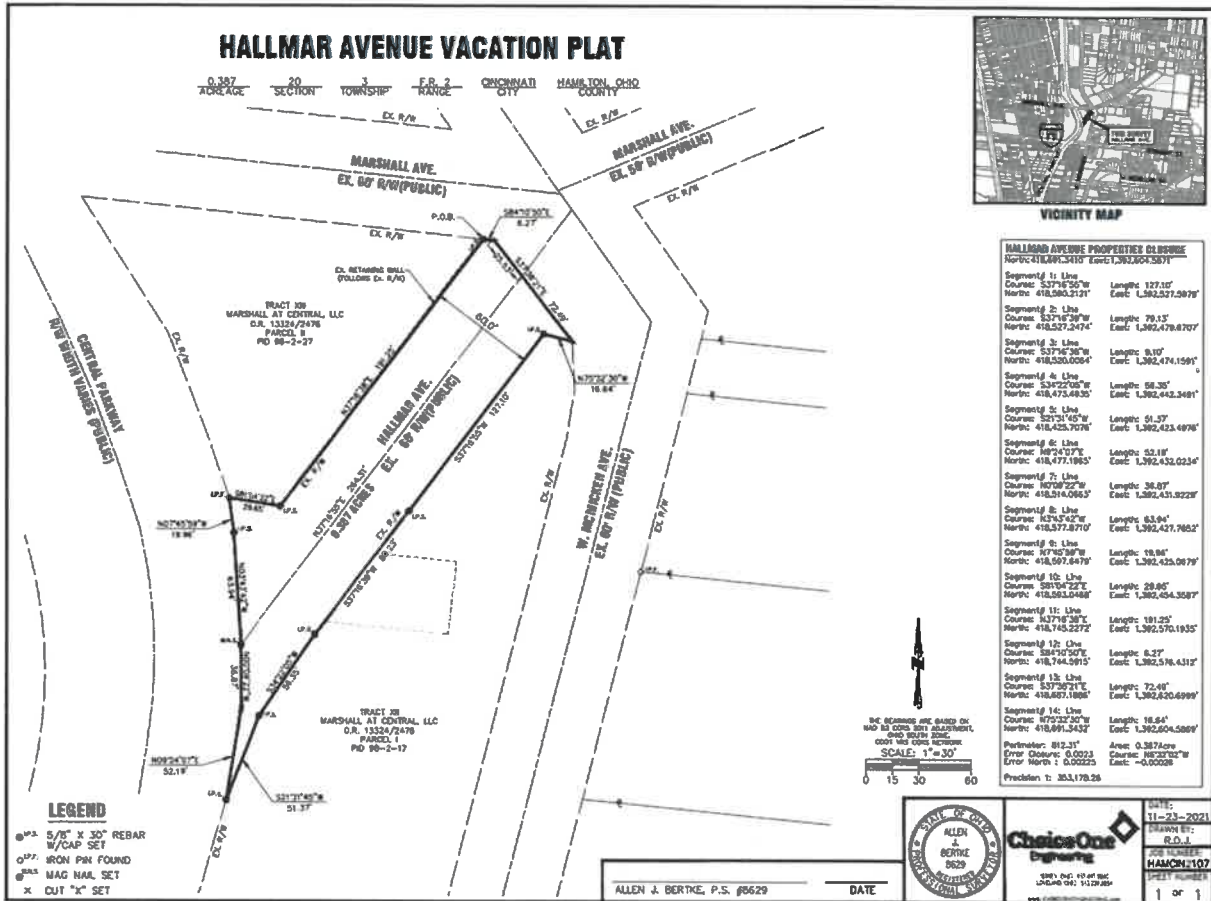
Containing 0.387 acres more or less with all being subject to any legal highway and easements of record.

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The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network. The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, based on a field survey performed under his direct supervision and dated November 23, 2021, all iron pins set are 5/8" x 30" rebar with caps reading "CHOICE ONE ENGR-AJB PS 8629."

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EXHIBIT B
to Property Sale Agreement
Vacation Plat



{00363826-4}

EXHIBIT C
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

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QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **MARSHALL AT CENTRAL, LLC**, an Ohio limited liability company, whose tax mailing address is 1008 Marshall Avenue, Cincinnati, OH 45225 ("**Grantee**"), all of the City's right, title, and interest in and to the real property depicted on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the "**Property**").

Property Address: None; former public right-of-way known as Hallmar Avenue
Auditor's Parcel ID No.: None; (former public right-of-way)
Prior instrument reference: None

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. __-2022, passed by Cincinnati City Council on _____, 2022, the Property is hereby vacated as public right-of-way by the City.

This conveyance is subject to the exceptions, reservations, easements, covenants, and restrictions set forth below. Grantee, its successors, and assigns shall forever hold, develop, encumber, lease, occupy, improve, build upon, use, and convey the Property subject to such exceptions, reservations, easements, covenants, and restrictions, which shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

(A) Creation of Utility Easements: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of the Property to maintain, operate, renew, reconstruct, and remove said utility facilities and to access said facilities.

(B) Consolidation. This conveyance shall not create an additional building site. Following transfer, Grantee shall consolidate the Property with Grantee's adjoining property. Grantee may not convey the Property separately from Grantee's adjoining parcel without the prior approval of the authority having jurisdiction of plats.

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

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

Exhibit A – *Survey Plat*

Exhibit B – *Legal Description*

Executed on _____, 2022.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public:
My commission expires: _____

Approved by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

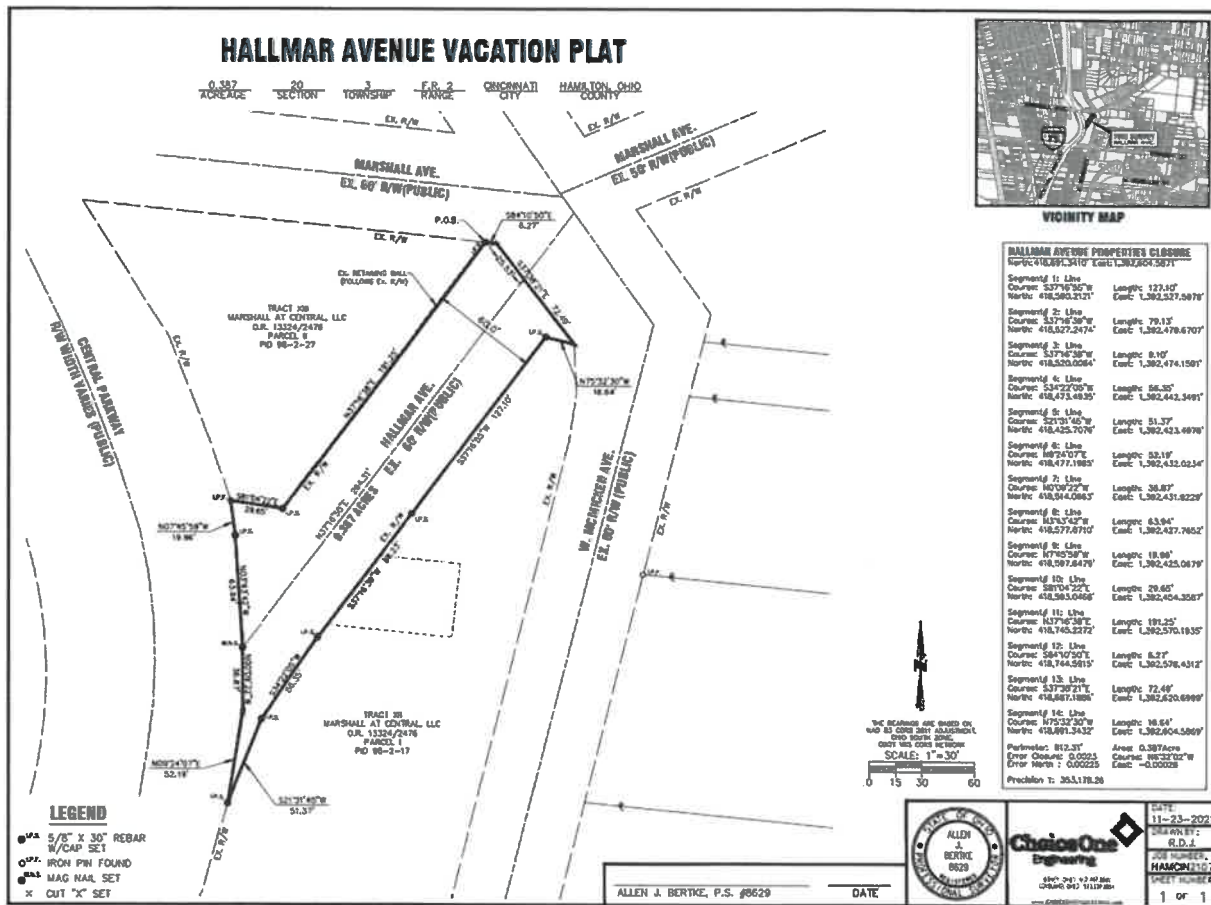
Assistant City Solicitor

This instrument prepared by:

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

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EXHIBIT A
to Quitclaim Deed
Survey Plat



{00363826-4}

EXHIBIT B
to Quitclaim Deed
Legal Description

Auditor's Parcel No.: None
Property Address: None; Hallmar Avenue, Cincinnati, Ohio 45225

Situate in Section 20, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being part of Lots 1, 2, and 3 of A.J. Riddle's Subdivision of Lot 53 as recorded in Plat book 2, Page 41, and being more fully described as follows:

Beginning at an iron pin set and being at a wall corner at the intersection of the south right-of-way line of Marshall Avenue, and the northwesterly right-of-way line of Hallmar Avenue, and being the northeast corner of Tract XIII owned by Marshall at Central, L.L.C. as described in Official Record 13324, Page 2476;

thence, South 84°10'50" East, 6.27 feet, to a cut cross set;

thence, South 37°38'21" East, 72.49 feet, to a cut cross set on the west right-of-way line of West McMicken Avenue and being the northeast corner of Tract XIII owned by Marshall at Central, L.L.C. as described in Official Record 13324, Page 2476;

thence, North 75°32'30" West, 16.64, along the north line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set and being the northwest corner of said Tract XII;

thence, South 37°16'55" West, 127.10 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 37°16'39" West, 88.23 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 34°22'05" West, 56.35 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

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thence, North 09°24'07" East, 52.19 feet, to a cut cross set;

thence, North 00°09'22" West, 36.87 feet, to a Mag nail set;

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thence, North 07°45'59" West, 19.96 feet, to an iron pin found on the east right-of-way of Central Parkway and being the southwest corner of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 81°04'22" East, 29.65 feet, along the south line of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, North 37°16'38" East, 191.25 feet, along the east line of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set and being the point of beginning.

Containing 0.387 acres more or less with all being subject to any legal highway and easements of record. The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network. The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number {00363826-4}

8629, based on a field survey performed under his direct supervision and dated November 23, 2021, all iron pins set are 5/8" x 30" rebar with caps reading "CHOICE ONE ENGR-AJB PS 8629."

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PROPERTY SALE AGREEMENT

This Property Sale Agreement (this “**Agreement**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”) and **MARSHALL AT CENTRAL, LLC**, an Ohio limited liability company, whose tax mailing address is 1008 Marshall Avenue, Cincinnati, OH 45225 (“**Purchaser**”).

Recitals:

A. The City owns certain real property designated as public right-of-way known as Hallmar Avenue in the CUF neighborhood of Cincinnati, Ohio, as more particularly described on Exhibit A (*Legal Description- the Sale Property*) hereto (the “**Sale Property**”), which Sale Property is under the management of the City’s Department of Transportation and Engineering (“**DOT**”).

B. Purchaser owns certain real property adjoining the Sale Property, as depicted on Exhibit B (*Vacation Plat*) hereto (“**Purchaser’s Property**”), and desires to purchase from the City the Sale Property to consolidate said Sale Property with Purchaser’s Property to facilitate the construction of a four-story multi-family structure, totaling approximately 105,000 gross square feet, clubhouse with private commercial and recreational uses, and surface parking lot.

C. Pursuant to Chapter 723 of the Ohio Revised Code, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.

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

E. Richard C. Spoor, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that Purchaser owns all the real property abutting the Sale Property.

F. The City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$96,000, which Purchaser has agreed to pay.

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

H. 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.

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

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 February 4, 2022.

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K. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [____], passed on [_____].

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$96,000.00 (the “**Purchase Price**”). Purchaser acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in “as is” condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. **Closing.**

(A) **Conditions.** The closing on the City’s sale of the Sale Property to Purchaser (the “**Closing**”) shall not occur unless and until the following conditions have been satisfied or waived (the “**Conditions**”); *provided however*, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City’s Quitclaim Deed to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

- (i) **Title & Survey:** Purchaser’s approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) **Inspections, Utilities & Zoning/Building Code Requirements:** Purchaser’s approval of inspections of the Sale Property, including, without limitation, environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) **Plats, Legal Descriptions and Deed:** Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor and Recorder in connection with the City’s sale of the Sale Property, including, but not limited to: [x] an acceptable deed of record evidencing Purchaser as the vested legal owner as to Purchaser’s Property; [y] an acceptable survey plat and legal description with closure of the Sale Property to accompany the transfer and recording of the Quitclaim Deed in substantially the form attached as Exhibit C – (Form of Quitclaim Deed – Sale Property); and [z] an acceptable survey plat and legal description with closure to consolidate the Sale Property with Purchaser’s Property immediately after recording of the *Quitclaim Deed – Sale Property* in substantially the form attached as Exhibit D (Consolidation Plat – Sale Property and Purchaser’s Property);
- (iv) **Coordinated Report Conditions (CR #72-2021):**

(a) **DOTE:**

- 1. [intentionally omitted]
- 2. The existing utilities must be granted easements or relocated at Purchaser’s expense.
- 3. [Intentionally omitted]

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4. No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.
5. The Purchaser is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.
6. Central Parkway and McMicken Avenue must be finished at Hallmar Avenue intersections, with a curb, sidewalk, and/or drive approach in accordance with City standards, or an approved plan.
7. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(b) Metropolitan Sewer District of Greater Cincinnati ("MSD"):

1. The MSD Request for Availability of Sewer Service (RASS) will be required for a future development or redevelopment project. The MSD RASS will determine the availability of a sewer and outline any additional MSD project requirements that could impact a project schedule if not considered early in project conceptual planning. Such considerations may include the need to obtain any MSD tap permits, easements, 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 Excavation/Fill permitting and bonding, MSD storm water detention requirements, need for a grease interception system, and/or a reminder for the project to coordinate with City of Cincinnati Stormwater Management Utility (SMU) for their specific storm water, erosion control, and storm water detention requirements. To date, at least three MSD Conditional Availability of Sewers Letters have been issued by MSD addressing three RASSs: CMD2100145 and CMD2100143 dated July 30, 2021 and CMD2100144 dated August 31, 2021. Sewer availability for at least one parcel (0098-0002-0027) within the project area (approximately in the Area of Bldg 3) has not been received. Based on information provided in CR 72, information and estimates provided for CMD2100143-145 addressing the previously submitted RASSs should be resubmitted if the project is presently being rescoped and if any additional parcels are being included or removed from the current project scope as currently understood by MSD.
2. The RASS(s) may require a MSD Excavation/Fill permit as well as bond necessary for any construction, construction traffic, earthwork, or any other construction activity over existing sewers, including site preparation activities such as geotechnical investigations and demolition of buildings in which existing sewers are located. Additional requirements will be established by the MSD E/F permit (such as verification and usage of existing or abandoned building services or connections to existing sewers through dye testing, pre- and post-demolition, or construction CCTVing, etc). No additional loading may be exerted on existing MSD sewers as the result of proposed structures and geotechnical/structural design calculations will be required for MSD review. Information concerning MSD E/F permits may be found in Section

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406 of the MSD Rules and Regulations at the following link provided at msdgc.org: http://msdgc.org/downloads/about_msd/msd-rules-regulations/rules_and_regulations.pdf.

3. A 30' wide minimum permanent sewer easement will be necessary centered on existing sewers that traverse the project site. The permanent sewer easement will be necessary for access, operations, and maintenance of the existing public sewers and manholes that are to remain in operation. Note, an additional 3' on either side of the permanent easement will be required, along with other MSD easement restrictions, as outlined per MSD Rules and Regulations Section 207. No structure which can interfere with the access to the public sewer or can exert loading upon a public sewer per MSD Rules and Regulations Section 206. Information concerning Sections 206 and 207 may be found at the following link provided at msdgc.org: http://msdgc.org/downloads/about_msd/msd-rules-regulations/rules_and_regulations.pdf.
4. Project coordination and acceptance by City of Cincinnati Public Works, DOTE, and/or SMU that the removal of their earlier project from the MSD's combined sewer system does not impact their department's respective functional and design project requirements and is acceptable for removal.

(c) SMU: There is stormwater infrastructure at the south end of Hallmar near Central Pkwy that will need to be filled, sealed, and abandoned.

(d) Duke Energy: Duke Energy requires an easement for existing facilities located on, above, or under the Sale Property.

(e) Altafiber: Altafiber requires an easement for existing facilities located on the Sale Property. Such 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 as of this request will be handled entirely at the property owner's expense.

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

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

(D) Closing Costs and Closing Documents. At the Closing, (i) the City shall confirm that Purchaser has paid the Purchase Price in full, and (ii) the City shall convey all its right, title, and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City all {00363826-4}

unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

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

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

(i) Purchaser is an Ohio limited liability company duly organized and validly existing under the laws of the State of Ohio, is authorized to transact 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 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 herein. This Agreement has by proper action been duly authorized, executed and delivered by Purchaser, and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Purchaser.

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

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

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

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

(vii) Neither Purchaser, nor any of its affiliates, owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

5. General Provisions.

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

{00363826-4}

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – *Legal Description -the Sale Property*

Exhibit B – *Site Survey*

Exhibit C – *Form of Quit Claim Deed*

{00363826-4}

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

MARSHALL AT CENTRAL, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2022

[City signatures on the following page]

{00363826-4}

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2022

Recommended by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

{00363826-4}

EXHIBIT A
to Property Sale Agreement

Legal Description - the Sale Property

Auditor's Parcel No.: None
Property Address: None; Hallmar Avenue, Cincinnati, Ohio 45225

Situate in Section 20, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being part of Lots 1, 2, and 3 of A.J. Riddle's Subdivision of Lot 53 as recorded in Plat book 2, Page 41, and being more fully described as follows:

Beginning at an iron pin set and being at a wall corner at the intersection of the south right-of-way line of Marshall Avenue, and the northwesterly right-of-way line of Hallmar Avenue, and being the northeast corner of Tract XIII owned by Marshall at Central, L.L.C. as described in Official Record 13324, Page 2476;

thence, South 84°10'50" East, 6.27 feet, to a cut cross set;

thence, South 37°38'21" East, 72.49 feet, to a cut cross set on the west right-of-way line of West McMicken Avenue and being the northeast corner of Tract XIII owned by Marshall at Central, L.L.C. as described in Official Record 13324, Page 2476;

thence, North 75°32'30" West, 16.64, along the north line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set and being the northwest corner of said Tract XII;

thence, South 37°16'55" West, 127.10 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 37°16'39" West, 88.23 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 34°22'05" West, 56.35 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 21°31'45" West, 51.37 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, North 09°24'07" East, 52.19 feet, to a cut cross set;

thence, North 00°09'22" West, 36.87 feet, to a Mag nail set;

thence, North 03°43'42" West, 63.94 feet, to an iron pin set;

thence, North 07°45'59" West, 19.96 feet, to an iron pin found on the east right-of-way of Central Parkway and being the southwest corner of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 81°04'22" East, 29.65 feet, along the south line of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, North 37°16'38" East, 191.25 feet, along the east line of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set and being the point of beginning.

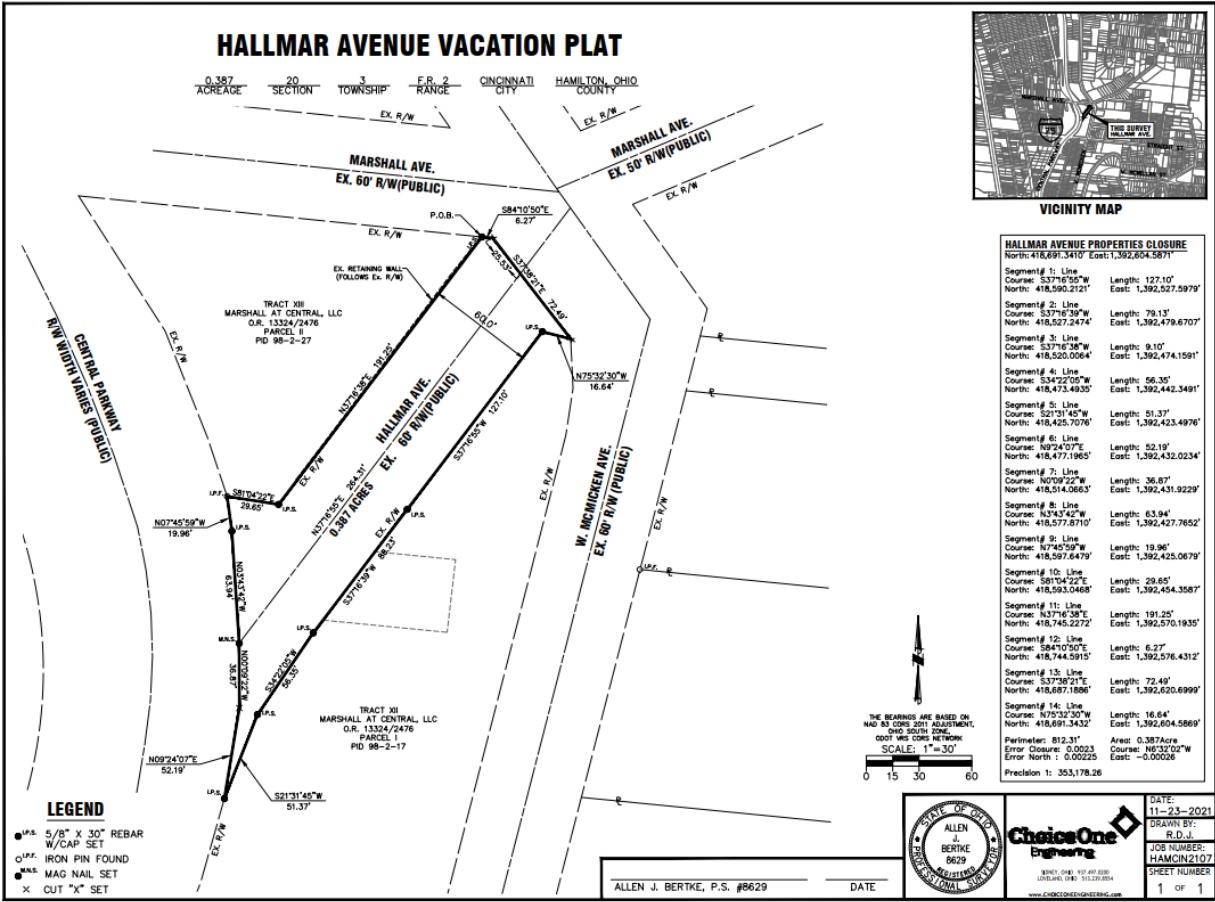
Containing 0.387 acres more or less with all being subject to any legal highway and easements of record.

{00363826-4}

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network. The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, based on a field survey performed under his direct supervision and dated November 23, 2021, all iron pins set are 5/8" x 30" rebar with caps reading "CHOICE ONE ENGR-AJB PS 8629."

{00363826-4}

EXHIBIT B
to Property Sale Agreement
Vacation Plat



{00363826-4}

EXHIBIT C
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

{00363826-4}

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **MARSHALL AT CENTRAL, LLC**, an Ohio limited liability company, whose tax mailing address is 1008 Marshall Avenue, Cincinnati, OH 45225 (“**Grantee**”), all of the City’s right, title, and interest in and to the real property depicted on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the “**Property**”).

Property Address: None; former public right-of-way known as Hallmar Avenue
Auditor’s Parcel ID No.: None; (former public right-of-way)
Prior instrument reference: None

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. __-2022, passed by Cincinnati City Council on _____, 2022, the Property is hereby vacated as public right-of-way by the City.

This conveyance is subject to the exceptions, reservations, easements, covenants, and restrictions set forth below. Grantee, its successors, and assigns shall forever hold, develop, encumber, lease, occupy, improve, build upon, use, and convey the Property subject to such exceptions, reservations, easements, covenants, and restrictions, which shall “run with the land” and be binding upon Grantee and its successors-in-interest with respect to the Property.

(A) Creation of Utility Easements: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of the Property to maintain, operate, renew, reconstruct, and remove said utility facilities and to access said facilities.

(B) Consolidation. This conveyance shall not create an additional building site. Following transfer, Grantee shall consolidate the Property with Grantee’s adjoining property. Grantee may not convey the Property separately from Grantee’s adjoining parcel without the prior approval of the authority having jurisdiction of plats.

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

{00363826-4}

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

Exhibit A – *Survey Plat*

Exhibit B – *Legal Description*

Executed on _____, 2022.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public:
My commission expires: _____

Approved by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

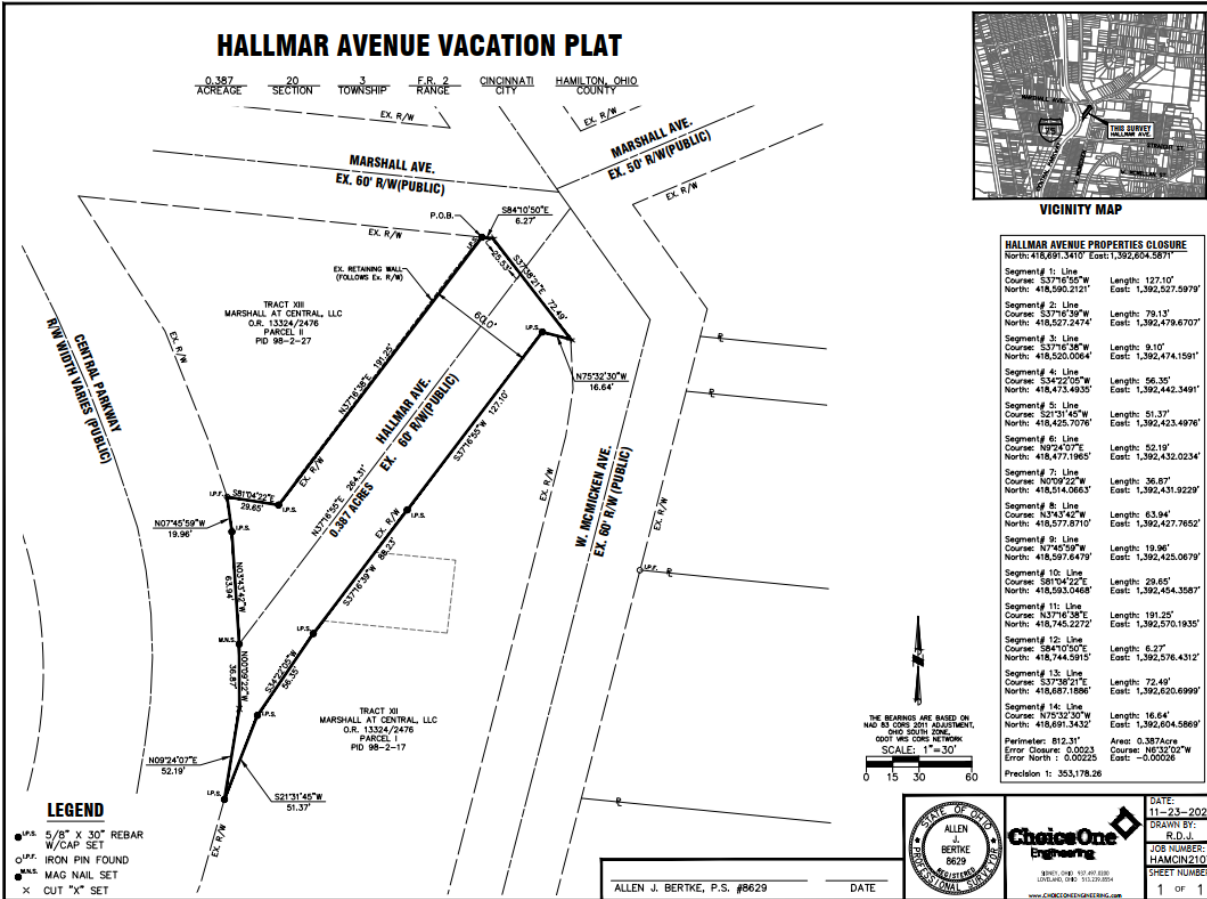
Assistant City Solicitor

This instrument prepared by:

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

{00363826-4}

EXHIBIT A
to Quitclaim Deed
Survey Plat



{00363826-4}

EXHIBIT B
to Quitclaim Deed
Legal Description

Auditor's Parcel No.: None
Property Address: None; Hallmar Avenue, Cincinnati, Ohio 45225

Situate in Section 20, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being part of Lots 1, 2, and 3 of A.J. Riddle's Subdivision of Lot 53 as recorded in Plat book 2, Page 41, and being more fully described as follows:

Beginning at an iron pin set and being at a wall corner at the intersection of the south right-of-way line of Marshall Avenue, and the northwesterly right-of-way line of Hallmar Avenue, and being the northeast corner of Tract XIII owned by Marshall at Central, L.L.C. as described in Official Record 13324, Page 2476;

thence, South 84°10'50" East, 6.27 feet, to a cut cross set;

thence, South 37°38'21" East, 72.49 feet, to a cut cross set on the west right-of-way line of West McMicken Avenue and being the northeast corner of Tract XIII owned by Marshall at Central, L.L.C. as described in Official Record 13324, Page 2476;

thence, North 75°32'30" West, 16.64, along the north line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set and being the northwest corner of said Tract XII;

thence, South 37°16'55" West, 127.10 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 37°16'39" West, 88.23 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 34°22'05" West, 56.35 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 21°31'45" West, 51.37 feet, along the west line of said Tract XII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, North 09°24'07" East, 52.19 feet, to a cut cross set;

thence, North 00°09'22" West, 36.87 feet, to a Mag nail set;

thence, North 03°43'42" West, 63.94 feet, to an iron pin set;

thence, North 07°45'59" West, 19.96 feet, to an iron pin found on the east right-of-way of Central Parkway and being the southwest corner of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, South 81°04'22" East, 29.65 feet, along the south line of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set;

thence, North 37°16'38" East, 191.25 feet, along the east line of said Tract XIII owned by Marshall at Central, L.L.C. to an iron pin set and being the point of beginning.

Containing 0.387 acres more or less with all being subject to any legal highway and easements of record. The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network. The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number {00363826-4}

8629, based on a field survey performed under his direct supervision and dated November 23, 2021, all iron pins set are 5/8" x 30" rebar with caps reading "CHOICE ONE ENGR-AJB PS 8629."

{00363826-4}

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September 21, 2022

To: Mayor and Members of City Council 202201806

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Police: FY 2021 Project Safe Neighborhoods (PSN) Grant**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$288,200 in FY 2021 Project Safe Neighborhoods funds from the United States Attorney’s Office, Southern District of Ohio, administered by the Office of Criminal Justice Services (ALN 16.609), for the purchase and implementation of the FususOne platform, a real-time video and incident management system with video-sharing capabilities and a community-facing portal that will aid in the response to and investigation of violent crime; and **AUTHORIZING** the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21PSN.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in an amount up to \$288,200 in FY 2021 Project Safe Neighborhoods funds from the United States Attorney’s Office, Southern District of Ohio, administered by the Office of Criminal Justice Services (Assistance Listing Number (ALN) 16.609), for the purchase and implementation of the FususOne platform, a real-time video and incident management system with video-sharing capabilities and a community-facing portal that will aid in the response to and investigation of violent crime. This Emergency Ordinance further authorizes the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21PSN.

The Project Safe Neighborhoods initiative supports projects that lead to a sustained reduction in violent crime, including criminal gang activities and the felonious possession and use of firearms.

The grant application deadline was August 29, 2022, and the Cincinnati Police Department applied for the grant prior to receiving City Council approval. Should this Emergency Ordinance not be approved, the grant award will not be accepted. The grant does not require matching funds and no new FTEs are associated with the grant.

This Ordinance is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to ensure the timely acceptance of grant funds.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



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-2022

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$288,200 in FY 2021 Project Safe Neighborhoods funds from the United States Attorney’s Office, Southern District of Ohio, administered by the Office of Criminal Justice Services (ALN 16.609), for the purchase and implementation of the FususOne platform, a real-time video and incident management system with video-sharing capabilities and a community-facing portal that will aid in the response to and investigation of violent crime; and **AUTHORIZING** the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21PSN.

WHEREAS, the Project Safe Neighborhoods initiative supports projects that lead to a sustained reduction in violent crime, including criminal gang activities and the felonious possession and use of firearms; and

WHEREAS, a grant is available in the amount of up to \$288,200 in FY 2021 Project Safe Neighborhoods funds from the United States Attorney’s Office, Southern District of Ohio, administered by the Office of Criminal Justice Services (ALN 16.609), for the purchase and implementation of the FususOne platform, a real-time video and incident management system with video-sharing capabilities and a community-facing portal that will aid in the response to and investigation of violent crime; and

WHEREAS, the grant application deadline was August 29, 2022, and the Cincinnati Police Department applied for the grant prior to this ordinance receiving Council approval, but no funds will be accepted without approval of Council; and

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

WHEREAS, this ordinance is in accordance with the “Live” goal to “[c]reate a more livable community,” as described on pages 156-163 of *Plan Cincinnati* (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of up to \$288,200 in FY 2021 Project Safe Neighborhoods funds from the United States Attorney’s Office, Southern District of Ohio, administered by the Office of Criminal Justice Services (ALN 16.609), for the purchase and implementation of the FususOne platform, a

real-time video and incident management system with video-sharing capabilities and a community-facing portal that will aid in the response to and investigation of violent crime.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21PSN.

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

September 21, 2022

To: Mayor and Members of City Council

202201805

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – GCWW: Increasing the Fund Advance Limit and Transferring Funds to Water Works Stores - Chemicals Fund 214

Attached is an Ordinance captioned:

AUTHORIZING the Director of Finance to increase the fund advance limit of Fund 214, Water Works Stores – Chemicals (“Fund 214”), from \$1,700,000 to \$4,200,000; and further **AUTHORIZING** the transfer of \$2,500,000 from the unappropriated surplus of Fund 101, Water Works, to Fund 214 for the purpose of providing Greater Cincinnati Water Works with sufficient funds to purchase water treatment chemicals and maintain additional chemical reserves.

This Ordinance would increase the fund advance limit for Water Works Stores – Chemicals Fund 214 from \$1,700,000 to \$4,200,000. Additionally, \$2,500,000 will be transferred from the unappropriated surplus of Water Works Fund 101 to Water Works Stores – Chemicals Fund 214. The additional funds will enable Water Works to purchase water treatment chemicals and maintain additional chemical reserves.

Due to severe shortages, cost increases and supply chain delays as to chemicals critical to the water treatment process, the City Administration requires additional funds to purchase the chemicals at increased prices and desires to purchase and maintain additional reserves of these chemicals to ensure that GCWW can meet the region’s water treatment needs. This ordinance authorizes the Director of Finance to increase the fund advance limit for and transfer \$2.5 million to Water Works Stores – Chemicals Fund 214.

This Ordinance is in accordance with the “Sustain” goal to “[m]anage our financial resources” and strategy to “[s]pend public funds more strategically,” as described on pages 199-205 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Verna Arnette, GCWW, Interim Executive Director
Andrew Dudas, Budget Director
Karen Alder, Finance Director



Attachment

AUTHORIZING the Director of Finance to increase the fund advance limit of Fund 214, Water Works Stores – Chemicals (“Fund 214”), from \$1,700,000 to \$4,200,000; and further **AUTHORIZING** the transfer of \$2,500,000 from the unappropriated surplus of Fund 101, Water Works, to Fund 214 for the purpose of providing Greater Cincinnati Water Works with sufficient funds to purchase water treatment chemicals and maintain additional chemical reserves.

WHEREAS, Fund 214, Water Works Stores – Chemicals (“Fund 214”), provides for the purchase and storage by Greater Cincinnati Water Works (“GCWW”) of the water treatment chemicals necessary to maintain regulatory compliance and the high quality of the City’s drinking water; and

WHEREAS, the water utility industry is experiencing industry-wide chemical shortages, supply chain delays, and a significant increase in chemical prices, all of which are causing overall costs to increase by a projected 47 percent; and

WHEREAS, the fund advance limit of Fund 214 has not been increased since 2009, and an increase to the fund advance limit, along with an appropriation of additional funds, is needed for the City to purchase chemicals at increased prices and to maintain additional chemical reserves to ensure that a sufficient supply is available to meet GCWW’s water treatment needs; and

WHEREAS, this ordinance is in accordance with the “Sustain” goal to “[m]anage our financial resources” and strategy to “[s]pend public funds more strategically,” as described on pages 199-205 of *Plan Cincinnati* (2012); now, therefore,

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

Section 1. That the fund advance limit of Fund 214, Water Works Stores – Chemicals (“Fund 214”), is hereby increased from \$1,700,000 to \$4,200,000.

Section 2. That the sum of \$2,500,000 is hereby transferred from the unappropriated surplus of Fund 101, Water Works, to Fund 214 for the purpose of providing Greater Cincinnati Water Works with sufficient funds to purchase water treatment chemicals and maintain additional chemical reserves.

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

September 21, 2022

To: Mayor and Members of City Council 202201807

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Emergency Communications Center (ECC): 311 Service Line Transfer**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer of the sum of \$240,000 within Street Construction Maintenance and Repair Fund 301 from and to various operating accounts for the purpose of transferring the funding and employees of the City’s 311 Service Line from the Department of Public Services to the City Manager’s Office, Emergency Communications Center in accordance with the attached Schedule of Transfer.

This Emergency Ordinance would authorize the transfer of the sum of \$240,000 within Street Construction Maintenance and Repair Fund 301 from and to various operating accounts for the purpose of transferring the funding and employees of the City’s 311 Service Line from the Department of Public Services to the City Manager’s Office, Emergency Communications Center in accordance with the attached Schedule of Transfer.

In Fiscal Year 2022, the Emergency Communications Center (ECC) assumed responsibility for the City’s 311 Service Line, which provides citizens with a method to make non-emergency service requests for concerns like potholes, tall grass, and missed trash-pick up. The Department of Public Services had previously managed non-emergency requests for service.

The efficient oversight and integration of the 311 Service Line requires the transfer of employees from the Department of Public Services to the Emergency Communications Center. The Emergency Communications Center will assume responsibility and management of 4-full time positions and 1 part time position, totaling 4.73 FTE, effective October 16, 2022. The Emergency Communications Center will also assume responsibility for filling any vacant positions following the transfer.

Funds need to be transferred from the Department of Public Services to the City Manager’s Office, Emergency Communications Center to provide for the reassignment of these duties.

This Emergency Ordinance is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to transfer the resources needed for the 311 Service Line to the City Manager’s Office, Emergency Communications Center, to ensure the uninterrupted continuation of services.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



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- 2022

AUTHORIZING the transfer of the sum of \$240,000 within Street Construction Maintenance and Repair Fund 301 from and to various operating accounts for the purpose of transferring the funding and employees of the City’s 311 Service Line from the Department of Public Services to the City Manager’s Office, Emergency Communications Center, in accordance with the attached Schedule of Transfer.

WHEREAS, the duties of the City of Cincinnati’s non-emergency service telephone line were transferred from the Department of Public Services to the City Manager’s Office, Emergency Communications Center, in 2022; and

WHEREAS, the efficient oversight and integration of the 311 Service Line requires the transfer of employees from the Department of Public Services to the Emergency Communications Center; and

WHEREAS, the Emergency Communications Center will assume responsibility and management of four full-time positions and one part-time position, totaling 4.73 FTEs effective October 16, 2022; and

WHEREAS, the Emergency Communications Center will be responsible for filling any vacant positions following the transfer of the 4.73 FTEs; and

WHEREAS, a transfer of funds is needed in order to provide for the reassignment of these duties from the Department of Public Services to the City Manager’s Office, Emergency Communications Center; and

WHEREAS, this ordinance is in accordance with the “Live” goal to “[c]reate a more livable community,” as described on pages 156-163 of *Plan Cincinnati* (2012); now, therefore,

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

Section 1. That the transfer of the sum of \$240,000 within Street Construction Maintenance and Repair Fund 301 from and to various operating accounts according to the Schedule of Transfer, attached hereto and by this reference made a part hereof, is hereby authorized

for the purpose of transferring the funding and employees of the 311 Service Line from the Department of Public Services to the City Manager’s Office, Emergency Communications Center, effective October 16, 2022.

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

Section 3. 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 transfer the resources needed for the 311 Service Line to the City Manager’s Office, Emergency Communications Center, to ensure the uninterrupted continuation of services.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

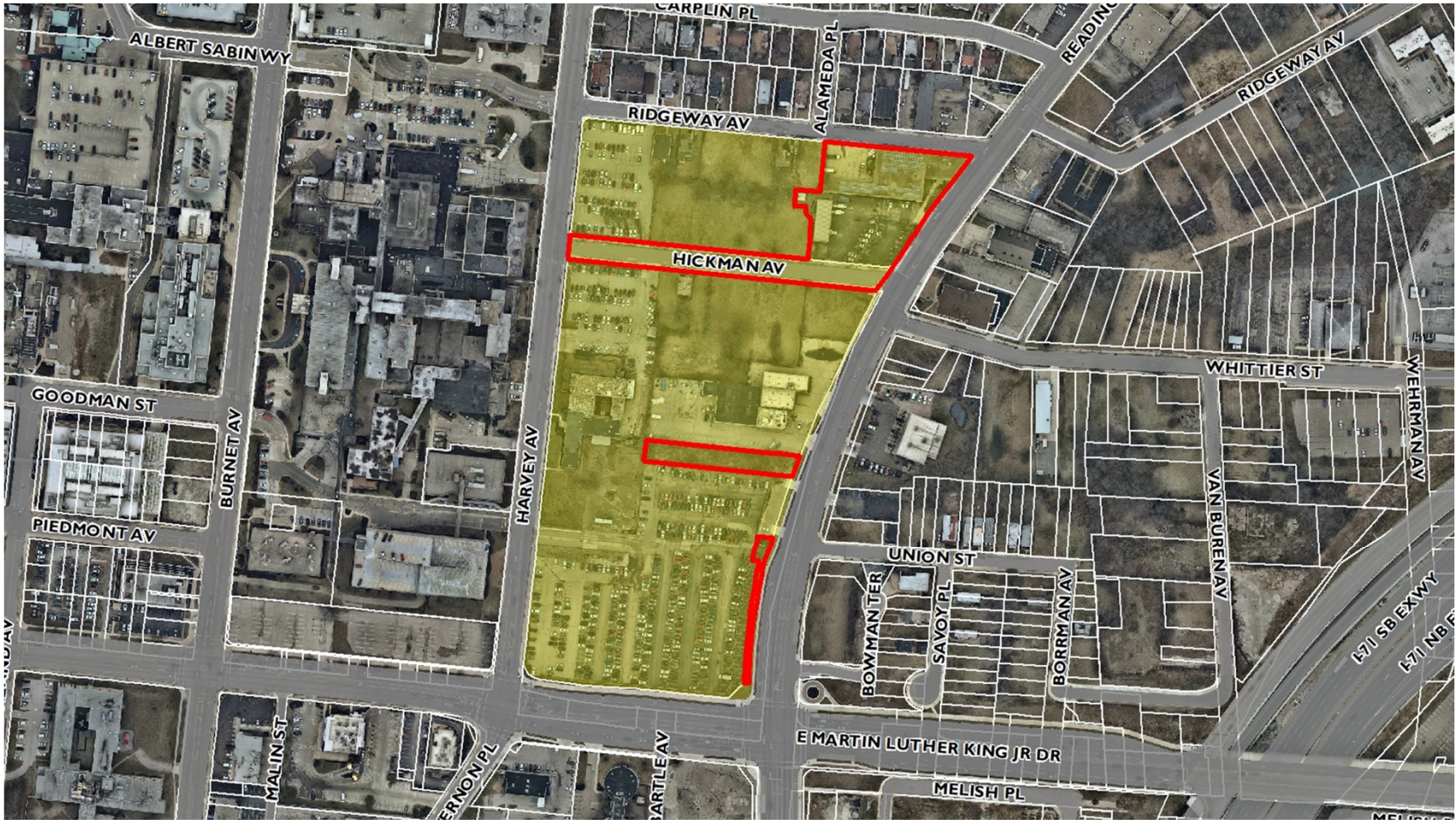
CDC/NIOSH Campus Consolidation

Proposed Sale & Vacation of City Property

Budget & Finance Committee | September 26, 2022
Office of Grant Administration

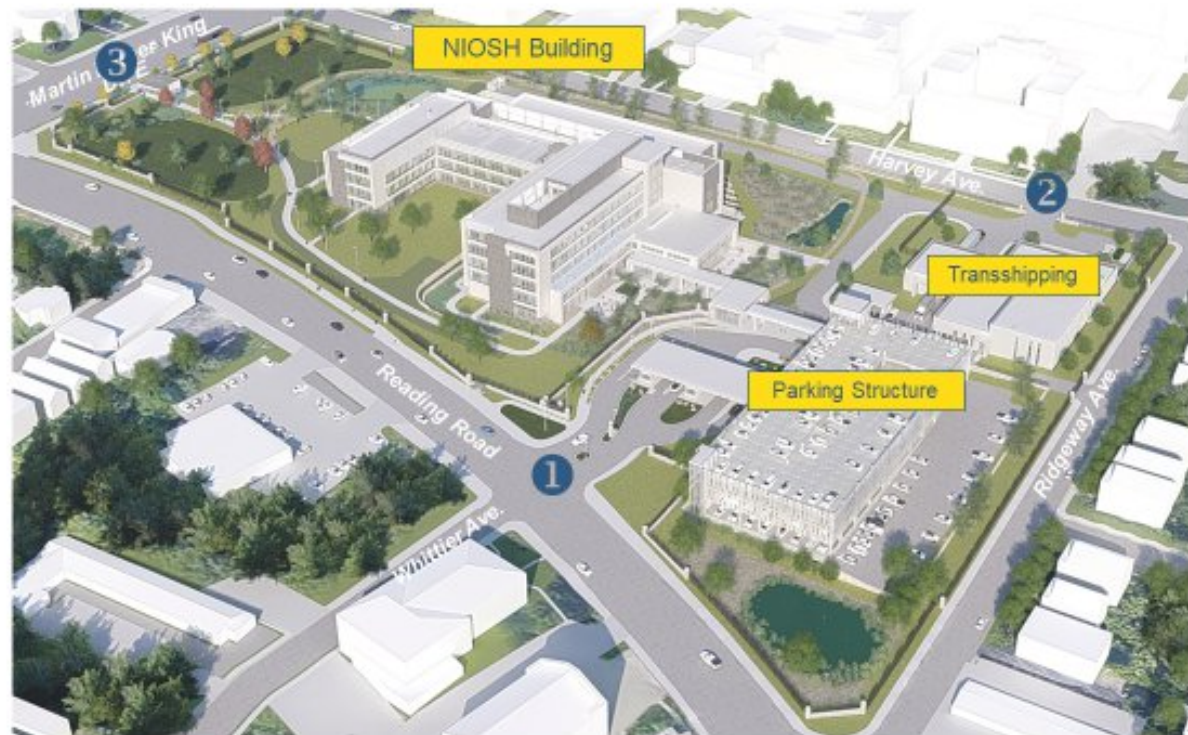
Proposed Sale for CDC/NIOSH Consolidated Campus

- City Response to Federal Request for Expression of Interest (REI)
- Site selection, Congressional appropriation of Funds
- Tremendous land assemblage effort across multiple parties
- Proposed sale of City-owned property at 3139 and 3215 Reading Road and the proposed vacation and sale of Hickman Avenue in Avondale.



Campus Overview and Entry Experience

- 1 Main Entry
- 2 Deliveries
- 3 Pedestrians Only



Flad | WSP Joint Venture CDC – NIOSH Consolidation

August 2022



CDC/NIOSH

Cincinnati Consolidation



Thanks!

Morgan Sutter, Director – Office of Grant Administration
Office of the City Manager

Questions?