

Attachment A

Property Sale Agreement

Contract No. _____

Property: Portion of 6006 Belmont Avenue

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 **ANN MARIE WUERTEMBERGER**, whose tax mailing address is 6010 Belmont Avenue, Cincinnati, OH 45224 ("**Purchaser**").

Recitals:

A. The City owns certain real property located at 6006 Belmont Avenue in the College Hill neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Property**"), which Property is vacant land that is under the management of Greater Cincinnati Water Works ("**GCWW**").

B. Pursuant to Ordinance No. 296-2016, the City acquired the Property to undertake a capital improvement project known as the *Belmont Avenue Storm Sewer Repair Project*, which involved razing a single-family residence located thereon to repair and restore City-owned stormwater sewer infrastructure located under the Property (the "**Project**").

C. Purchaser owns adjoining real property to the Property, as more particularly described on Exhibit B (Legal Description- Purchaser's Property) hereto ("**Purchaser's Property**"), and desires to acquire a portion of the Property, as more particularly described on Exhibit C (Form of Quitclaim Deed) hereto (the "**Sale Property**") to consolidate said Sale Property with Purchaser's Property, thereby expanding the side-yard of Purchaser's Property.

D. Except for a utility easement to be reserved for a stormwater sewer and associated fixtures, appurtenances, and equipment, the City has determined that the Sale Property is not needed for any municipal purpose.

E. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$750; however, the City is agreeable to convey the Sale Property for \$1.00 because the City will receive economic and non-economic benefits from the sale that are anticipated to equal or exceed the fair market value of the Sale Property.

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

G. 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 March 4, 2022.

H. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. []-2022, passed on [], 2022.

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 \$1.00 (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) Closing Date. Subject to the terms and conditions herein, the purchase of the Sale Property by Purchaser and the sale and conveyance of the Sale Property by the City to Purchaser (the "**Closing**") shall take place **30** days after the Effective Date, or on such earlier or later date as the parties may agree upon once both parties agree that the Closing Conditions (as defined below) are reasonably satisfied.

(B) Conditions. The Closing shall not occur unless and until each of the following conditions ("**Closing Conditions**") has been satisfied, or waived in writing:

- (i) *Title:* Purchaser's approval of title to the Sale Property.
- (ii) *Inspections & Zoning Code Requirements:* Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, and all matters pertaining to zoning and building code requirements that are applicable to the Sale Property.
- (iii) *Coordinated Report Conditions (CR #66-2020):*
 - a. Buildings and Inspections: Purchaser shall consolidate the Sale Property with Purchaser's Property immediately upon closing.

All due diligence investigations shall be performed and obtained at no cost to the City. If Purchaser desires to enter upon the Sale Property from time to time to perform surveys or other inspections, the City shall use reasonable efforts to promptly provide Purchaser with a separate Right-of-Entry for such purposes written on the City's standard form.

(C) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Closing Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all the Closing 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.

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

3. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall

simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

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

(A) 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.

(B) 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 undertakings 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.

(C) 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.

(D) 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.

(E) 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 to make such statements, in light of the circumstances under which they were made, not misleading.

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

5. General Provisions.

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

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

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

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns.

(E) Assignment. Purchaser shall not assign their 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.

(F) 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.

(G) 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.

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

(I) 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.

(J) 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.

(K) 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.

(L) 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.

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

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

Exhibit A – *Legal Description -the Property*

Exhibit B – *Legal Description –Purchaser's Property*

Exhibit C – *Form of Quit Claim Deed*

[signature pages follow]

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

Ann Marie Wuertemberg

By: _____

Date: _____, 2022

[City signatures on the following page]

CITY OF CINCINNATI

By:

Printed Name: _____

Title: _____

Date: _____, 2022

Recommended by:

Cathy Bailey, Director
Greater Cincinnati Water Works

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A

to Property Sale Agreement

Legal Description -the Property

Situated in Section 36, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the North line of Belmont Avenue, North $82^{\circ}52'30''$ West, 177.34 feet and North $81^{\circ}59'30''$ West, 74.12 feet from the intersection of the North line of Belmont Avenue and the West line of Waymont Lane (the above mentioned 177.34 feet and 74.12 feet being measured along the north line of Belmont Avenue). Said point being also the Southwest corner of the lands now or formerly owned by George Aprile; thence continuing along the North line of Belmont Avenue North $81^{\circ}59'30''$ West, 59.44 feet to a point, said point being the Southeast corner of the land now or formerly owned by Robert L. Sr., and Kathleen M. Westbrook; thence along Westbrook's East line North $1^{\circ}03'30''$ East, 125.00 feet to a point in the South line of Edger's Subdivision as recorded in Plat Book 47, Page 35, Hamilton County Recorder's Office; thence along said South line of Edger's Subdivision South $81^{\circ}59'30''$ East, 59.44 feet to the Northwest corner of said Aprile's lands; thence along said Aprile's West line South $1^{\circ}03'30''$ West, 125.00 feet to the North line of Belmont Avenue and the place of beginning.

EXHIBIT B

to Property Sale Agreement

Purchaser's Property

Situate in the City of Cincinnati, County of Hamilton, State of Ohio and lying in Section 36, Town 3, Fractional Range 2, and more particularly described as follows, to-wit:

Beginning at a point in the north line of Belmont Avenue North 82 degrees 52' West 177.34 feet and North 81 degrees 59 1/2' West, 133.56 feet from the intersection of the north line of Belmont Avenue and the west line of Waymond Lane (the above mentioned 177.34 feet and 133.56 feet being measured along the north line of Belmont Avenue); thence North 81 degrees 59 1/2' West along the north line of Belmont Avenue 40.30 feet; thence North 1 degree 3 1/2' East 125 feet; thence South 81 degrees 59 1/2' East parallel with Belmont Avenue 40.30 feet; thence South 1 degrees 2 1/2' West, 125 feet to the north line of Belmont Avenue and the place of beginning.

Parcel No.: 228-0002-0138-00

Exhibit C

to Property Sale Agreement

Form of Quitclaim Deed

[SEE ATTACHED]

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

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **ANN MARIE WUERTEMBERGER**, unmarried, whose tax mailing address is 6010 Belmont Avenue, Cincinnati, OH 45224, ("**Grantee**"), all the City's right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto (the "**Property**").

Property Address: 6006 Belmont Avenue (west 29.72' x 125' portion thereof)
Auditor's Parcel ID No.: Portion of 228-0002-0013
Prior instrument reference: Official Record 14200, Pg. 1, Hamilton County, Ohio Records.

(A) Conveyance Between Adjoining Lot Owners. This conveyance is a transfer between adjoining lot owners made in compliance with Ohio Revised Code Section 711.001(B)(1). This conveyance does not create an additional building site nor violate any zoning regulation or other public regulation in the Property hereby conveyed or the balance of the parcel retained by the grantor herein. The Property hereby conveyed shall not hereafter be conveyed separately from Grantee's adjoining parcel, nor shall any structure be erected thereon without the prior approval of the authority having jurisdiction of plats. Immediately following the transfer of the Property, Grantee shall consolidate the Property with Grantee's adjoining property (Hamilton County Auditor's Parcel Identification No. 228-0002-0138) by consolidation plat.

(B) Creation of Stormwater Sewer Easement. The City hereby reserves and creates a perpetual, non-exclusive stormwater sewer easement together with an unrestricted right to enter and re-enter to construct, reconstruct, maintain, operate, repair, and replace stormwater sewers and associated fixtures, appurtenances, and equipment in, on, under, and across the Property herein conveyed (the "**Stormwater Sewer Easement**"). The Stormwater Sewer Easement shall run with the land and inure to the benefit of the City, its successors, and assigns and be binding upon Grantee, their heirs, and successors-in-interest to the Property. Grantee, their heirs, and successors-in-interest shall comply with the stormwater sewer easement restrictions set forth herein.

(C) Stormwater Sewer Easement Restrictions. No structure or improvement of any kind which can interfere with access to or operation of the stormwater sewer facilities within the Stormwater Sewer Easement shall be placed in or upon the Stormwater Sewer Easement. The City shall not be responsible to Grantee, their heirs, or successors-in-interest for any damage done to sod, shrubbery, trees, pavement, or other natural or artificial improvements placed upon the Stormwater Sewer Easement. Grade changes of plus or minus one foot over the Stormwater Sewer Easement are not permitted without the prior written consent of the City. Any deviation from the Stormwater Sewer Easement restrictions set forth herein shall be petitioned by written request to the City.

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

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:

Cathy Bailey, Director
Greater Cincinnati Water Works

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

Exhibit A

to Quitclaim Deed

Legal Description

Situate in Section 36, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, being part of the lands conveyed to the City of Cincinnati, in Deed Book 14200 Pg. 001 of the Hamilton County Ohio Recorders Office, and being more particularly described as follows:

COMMENCING at an iron pin and cap (ALS 6452 8304) found on the north right-of-way of Belmont Ave., said iron pin also being the southeast corner of William Barone (O.R. 8886 Pg. 278);

Thence with the north right-of-way North 77°44'35" West 68.00' to an iron pin and cap set and THE TRUE POINT OF BEGINNING;

Thence continuing along the north right-of-way line of Belmont Ave. North 77°44'35" West 29.72' to an iron pin and cap set in the southeast corner of Ann Marie Wuertemberger (O.R. 14234 Pg. 827);

Thence with a common line of Ann Marie Wuertemberger North 5°18'25" East 125.00' to an iron pin and cap set on the south line of Lot Fourteen (14) of Edger's Subdivision (P.B. 47 Pg. 35);

Thence with the common line of Lot 14 South 77°44'35" East 29.72' to an iron pin and cap set;

Thence leaving Lot fourteen (14) and continuing with a new division line through the lands of the City of Cincinnati South 5°18'25" West 125.00' to the POINT OF BEGINNING, containing 3,688 square feet of land more or less. Subject to a permanent 29.5 feet wide storm sewer easement measured perpendicularly to the new division line over and across the land.

Record references to those of the Recorder's Office, Hamilton County, Ohio.

SUBJECT TO ALL EASEMENTS OF PREVIOUS RECORD.

Basis of Bearings: NAD 83 Ohio State Plane Coordinate System, Ohio South Zone.

 3/8/21
Gregory A. Baker
Ohio Registered Surveyor No. 8656
RA Consultants LLC



Attachment B

Property Sale Agreement

Contract No. _____

Property: Portion of 6006 Belmont Avenue

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 **WILLIAM BARONE**, whose tax mailing address is 6004 Belmont Avenue, Cincinnati, OH 45224 ("**Purchaser**").

Recitals:

A. The City owns certain real property located at 6006 Belmont Avenue in the College Hill neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Property**"), which Property is vacant land that is under the management of Greater Cincinnati Water Works ("**GCWW**").

B. Pursuant to Ordinance No. 296-2016, the City acquired the Property to undertake a capital improvement project known as the *Belmont Avenue Storm Sewer Repair Project*, which involved razing a single-family residence located thereon to repair and restore City-owned stormwater sewer infrastructure located under the Property (the "**Project**").

C. Purchaser owns adjoining real property to the Property, as more particularly described on Exhibit B (Legal Description- Purchaser's Property) hereto ("**Purchaser's Property**"), and desires to acquire a portion of the Property, as more particularly depicted and described on Exhibit C (Form of Quitclaim Deed) hereto (the "**Sale Property**") to consolidate said Sale Property with Purchaser's Property, thereby expanding the side-yard of Purchaser's Property.

D. Except for a utility easement to be reserved for a stormwater sewer and associated fixtures, appurtenances, and equipment, the City has determined that the Sale Property is not needed for any municipal purpose.

E. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$750; however, the City is agreeable to convey the Sale Property for \$1.00 because the City will receive economic and non-economic benefits from the sale that are anticipated to equal or exceed the fair market value of the Sale Property.

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

G. 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 March 4, 2022.

H. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. []-2022, passed on [], 2022.

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 \$1.00 (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) **Closing Date.** Subject to the terms and conditions herein, the purchase of the Sale Property by Purchaser and the sale and conveyance of the Sale Property by the City to Purchaser (the "**Closing**") shall take place **30** days after the Effective Date, or on such earlier or later date as the parties may agree upon once both parties agree that the Closing Conditions (as defined below) are reasonably satisfied.

(B) **Conditions.** The Closing shall not occur unless and until each of the following conditions ("**Closing Conditions**") has been satisfied, or waived in writing:

- (i) **Title:** Purchaser's approval of title to the Sale Property.
- (ii) **Inspections & Zoning Code Requirements:** Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, and all matters pertaining to zoning and building code requirements that are applicable to the Sale Property.
- (iii) **Coordinated Report Conditions (CR #66-2020):**
 - a. **Buildings and Inspections:** Purchaser shall consolidate the Sale Property with Purchaser's Property immediately upon closing.

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(L) 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.

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

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

Exhibit A – *Legal Description -the Property*

Exhibit B – *Legal Description –Purchaser's Property*

Exhibit C – *Form of Quit Claim Deed*

[signature pages follow]

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

William Barone

By: _____

Date: _____, 2022

[City signatures on the following page]

CITY OF CINCINNATI

By:

Printed Name: _____

Title: _____

Date: _____, 2022

Recommended by:

Cathy Bailey, Director
Greater Cincinnati Water Works

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A

to Property Sale Agreement

Legal Description -the Property

Situated in Section 36, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the North line of Belmont Avenue, North $82^{\circ}52'30''$ West, 177.34 feet and North $81^{\circ}59'30''$ West, 74.12 feet from the intersection of the North line of Belmont Avenue and the West line of Waymont Lane (the above mentioned 177.34 feet and 74.12 feet being measured along the north line of Belmont Avenue). Said point being also the Southwest corner of the lands now or formerly owned by George Aprile; thence continuing along the North line of Belmont Avenue North $81^{\circ}59'30''$ West, 59.44 feet to a point, said point being the Southeast corner of the land now or formerly owned by Robert L. Sr., and Kathleen M. Westbrook; thence along Westbrook's East line North $1^{\circ}03'30''$ East, 125.00 feet to a point in the South line of Edger's Subdivision as recorded in Plat Book 47, Page 35, Hamilton County Recorder's Office; thence along said South line of Edger's Subdivision South $81^{\circ}59'30''$ East, 59.44 feet to the Northwest corner of said Aprile's lands; thence along said Aprile's West line South $1^{\circ}03'30''$ West, 125.00 feet to the North line of Belmont Avenue and the place of beginning.

EXHIBIT B

to Property Sale Agreement

Purchaser's Property

SITUATE IN THE CITY OF CINCINNATI, IN THE COUNTY OF HAMILTON, AND STATE OF OHIO; AND LYING AND BEING IN SECTION 36, TOWN 3, FRACTIONAL RANGE 2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE NORTH LINE OF BELMONT AVENUE NORTH 82 DEGREES 52 MINUTES HALF A SECOND WEST 177.34 FEET AND NORTH 81 DEGREES 59 MINUTES HALF A SECOND WEST 35.84 FEET, FROM THE INTERSECTION OF THE NORTH LINE OF BELMONT AVENUE AND THE WEST LINE OF WAYMONT LANE (THE ABOVE MENTIONED 177.34 FEET AND 35.84 FEET BEING MEASURED ALONG THE NORTH LINE OF BELMONT AVENUE); THENCE NORTH 81 DEGREES 59 MINUTES HALF A SECOND WEST ALONG THE NORTH LINE OF BELMONT AVENUE 38.28 FEET; THENCE NORTH 1 DEGREES 3 MINUTES HALF A SECOND EAST 125 FEET; THENCE SOUTH 81 DEGREES 59 MINUTES HALF A SECOND EAST, PARALLEL WITH BELMONT AVENUE 38.28 FEET; THENCE SOUTH 1 DEGREES 3 MINUTES HALF A SECOND WEST 125 FEET TO THE NORTH LINE OF BELMONT AVENUE AND THE PLACE OF BEGINNING.

PARCEL: 228-0002-0137-00

COMMONLY KNOWN AS: 6004 BELMONT AVENUE

Exhibit C

to Property Sale Agreement

Form of Quitclaim Deed

[SEE ATTACHED]

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

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **WILLIAM BARONE**, unmarried, whose tax mailing address is 6004 Belmont Avenue, Cincinnati, OH 45224, ("**Grantee**"), all the City's right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto (the "**Property**").

Property Address: 6006 Belmont Avenue (east 29.72' x 125' portion thereof)
Auditor's Parcel ID No.: Portion of 228-0002-0013
Prior instrument reference: Official Record 14200, Pg. 1, Hamilton County, Ohio Records.

(A) Conveyance Between Adjoining Lot Owners. This conveyance is a transfer between adjoining lot owners made in compliance with Ohio Revised Code Section 711.001(B)(1). This conveyance does not create an additional building site nor violate any zoning regulation or other public regulation in the Property hereby conveyed or the balance of the parcel retained by the grantor herein. The Property hereby conveyed shall not hereafter be conveyed separately from Grantee's adjoining parcel, nor shall any structure be erected thereon without the prior approval of the authority having jurisdiction of plats. Immediately following the transfer of the Property, Grantee shall consolidate the Property with Grantee's adjoining property (Hamilton County Auditor's Parcel Identification No. 228-0002-0137) by consolidation plat.

(B) Creation of Stormwater Sewer Easement. The City hereby reserves and creates a perpetual, non-exclusive stormwater sewer easement together with an unrestricted right to enter and re-enter to construct, reconstruct, maintain, operate, repair, and replace stormwater sewers and associated fixtures, appurtenances, and equipment in, on, under, and across the Property herein conveyed (the "**Stormwater Sewer Easement**"). The Stormwater Sewer Easement shall run with the land and inure to the benefit of the City, its successors, and assigns and be binding upon Grantee, their heirs, and successors-in-interest to the Property. Grantee, their heirs, and successors-in-interest shall comply with the stormwater sewer easement restrictions set forth herein.

(C) Stormwater Sewer Easement Restrictions. No structure or improvement of any kind which can interfere with access to or operation of the stormwater sewer facilities within the Stormwater Sewer Easement shall be placed in or upon the Stormwater Sewer Easement. The City shall not be responsible to Grantee, their heirs, or successors-in-interest for any damage done to sod, shrubbery, trees, pavement, or other natural or artificial improvements placed upon the Stormwater Sewer Easement. Grade changes of plus or minus one foot over the Stormwater Sewer Easement are not permitted without the prior written consent of the City. Any deviation from the Stormwater Sewer Easement restrictions set forth herein shall be petitioned by written request to the City.

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

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:

Cathy Bailey, Director
Greater Cincinnati Water Works

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

Exhibit A

to Quitclaim Deed

Legal Description

Situate in Section 36, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, being part of the lands conveyed to the City of Cincinnati, in Deed Book 14200 Pg. 001 of the Hamilton County Ohio Recorders Office, and being more particularly described as follows:

COMMENCING at an iron pin and cap (ALS 6452 8304) found on the north right-of-way of Belmont Ave., said iron pin also being the southeast corner of William Barone (OR 8886 PG 278);

Thence with the north right-of-way line North 77°44'35" West 38.28' to an iron pin and cap set in the southerly common corner of the City of Cincinnati and William Barone and THE TRUE POINT OF BEGINNING;

Thence continuing along the north right-of-way line of Belmont Ave. North 77°44'35" West 29.72' to an iron pin and cap set;

Thence leaving the right-of-way and continuing with a new division line through the lands of the City of Cincinnati North 5°18'25" East 125.00' to an iron pin and cap set on the south line of Lot Fourteen (14) of Edger's Subdivision (P.B. 47 Pg. 35);

Thence with a common line of Lot Fourteen (14) and Lot Fifteen (15) of Edgar's Subdivision South 77°44'35" East 29.72' to an iron pin and cap set in the northwest corner of William Barone (O.R. 8886 Pg. 278);

Thence with a common line of William Barone South 5°18'25" West 125.00' to the POINT OF BEGINNING, containing 3,688 square feet of land more or less. Subject to a permanent 29.5 feet wide storm sewer easement measured perpendicularly to the new division line over and across the land.

Record references to those of the Recorder's Office, Hamilton County, Ohio.

SUBJECT TO ALL EASEMENTS OF PREVIOUS RECORD.

Basis of Bearings: NAD 83 Ohio State Plane Coordinate System, Ohio South Zone.


Gregory B. Baker
Ohio Registered Surveyor No. 8656
RA Consultants LLC

