

Contract No. _____

Property: 4700 Ridge 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 **CINFED FEDERAL CREDIT UNION**, a corporation organized and existing under the laws of the United States of America, whose tax mailing address is 4801 Kennedy Avenue, Cincinnati, OH 45209 ("**Purchaser**").

Recitals:

A. The City owns a vacant tract of land in the neighborhood of Oakley commonly known as 4700 Ridge Avenue, Cincinnati, OH, 45209 and identified as Hamilton County Auditor's Parcel No. 051-0003-0046-00, as more particularly described on Exhibit A (Quitclaim Deed - Sale Property) hereto (the "**Sale Property**"). As part of the sale of the Sale Property, the City will reserve and create a 10' wide permanent watermain easement on, under and across the Property, as more particularly described on Exhibit A. The Sale Property consists of a remnant parcel that was created due to the City's Kennedy Connector Project and is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. Purchaser owns an abutting property located to the north of the Sale Property, identified as Hamilton County Auditor's Parcel No. 051-0003-0045-00, as depicted on Exhibit B (Survey Plat) hereto ("**Purchaser's Property**"), and desires to purchase from the City the Sale Property for any and all permitted uses.

C. The City Manager, in consultation with DOTE, has determined that the Sale Property is not needed for transportation purposes or any other municipal purpose.

D. As partial consideration for the City's sale of the Sale Property, Purchaser has agreed to convey to the City a 200-square-foot portion of Purchaser's Property (4' x 50') to be used for public right of way, as more particularly described on Exhibit D (General Warranty Deed - Acquisition Property) (the "**Acquisition Property**"). Additionally, Purchaser has agreed to grant the City a public utility easement across a 500-square-foot portion of Purchaser's Property (10' x 50'), as more particularly depicted on Exhibit C (Form of Watermain Easement) (the "**Watermain Easement**"), for the use and benefit of Greater Cincinnati Water Works ("**GCWW**") for an existing 48" watermain and associated appurtenances and equipment.

E. The City's Real Estate Services Division has determined, by a professional appraisal, that (i) the fair market value of the Sale Property is \$74,750.00, (ii) the fair market value of the Acquisition

Property is \$1,850, and (iii) the fair market value of the Watermain Easement is \$2,310, a collective difference of \$70,590, which Purchaser has agreed to pay.

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

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

H. 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 and the acquisition of the Acquisition Property at its meeting on June 3, 2022.

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

NOW, THEREFORE, the parties agree as follows:

1. Agreement to Sell Property Interests; Purchase Price; Title to Acquisition Property; Condition and Environmental Representations of Acquisition Property; Condition of Sale Property.

(A) Agreement to Sell Property Interests. Subject to the terms and conditions set forth herein, the City and Purchaser hereby agree to the following: (i) the City agrees to sell the Sale Property to Purchaser with a reserved 10' permanent watermain easement as described in Exhibit A, and Purchaser agrees to Purchase the Sale Property from the City, with said reserved easement; (ii) Purchaser agrees to sell the Acquisition Property to the City, and the City agrees to purchase the Acquisition Property from Purchaser; and (iii) Purchaser agrees to grant to the City the Watermain Easement on, under and across the portion of Purchaser's Property on terms set forth in Exhibit C.

(B) Purchase Price. The purchase price for the Sale Property is \$74,750, the purchase price for the Acquisition Property is \$1,850, and the purchase price for the Watermain Easement is \$2,310. At the Closing (defined below), Purchaser shall pay the City an amount equal to the purchase price of the Sale Property minus the purchase price of the Acquisition Property and the purchase price of the Watermain Easement, which equals \$70,590. Purchaser acknowledges that it is familiar with the condition of the Sale Property.

(C) Title to Acquisition Property. Purchaser represents and warrants to the City that (a) it is the sole owner of the fee simple interest in the Acquisition Property; (b) there are no tenants or other third

parties who are entitled to the use or possession of any part of the Acquisition Property (except as otherwise disclosed to the City in writing); and (c) the Acquisition Property is free and clear of all liens and encumbrances whatsoever, except: (i) mortgage liens of record; (ii) easements, restrictions, conditions and covenants of record; (iii) all legal highways; (iv) zoning and building laws, ordinances, rules and regulations; and (v) any and all taxes and assessments not yet due and payable. Purchaser shall assist, in whatever manner reasonably possible under the circumstances as requested by the City, to procure and deliver to the City any releases, assignments or cancellations of any and all other rights, titles and interests in the Acquisition Property, whether attaching to the Acquisition Property prior to or during Purchaser's ownership of the Acquisition Property. Such interests may include, but are not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the Acquisition Property, and all tax and assessment claims against the Acquisition Property. Any mortgage or other monetary liens on the Acquisition Property shall be discharged and paid by Purchaser at or before Closing. If the City or Purchaser becomes aware of any title problems affecting the Acquisition Property, Purchaser, at Purchaser's expense, shall promptly take such action as is necessary to clear the title. Between the date of Purchaser's execution of this Agreement and the Closing, Purchaser shall not take any action that affects the title to the Acquisition Property, including, but not limited to conveying any leasehold interests or other interests in the Acquisition Property to any third party or granting any easements, without the City's prior written consent.

(D) Condition and Environmental Representations of Acquisition Property. Purchaser shall convey the Acquisition Property to the City in "as is" condition. Purchaser makes no representations or warranties to the City with respect to the condition of the Acquisition Property. Purchaser is not aware of the existence of any environmental contamination, environmental hazards or other adverse environmental conditions previously or currently affecting the Acquisition Property.

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

- (i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;

(ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;

(iii) Coordinated Report Conditions (CR #59-2021):

(a) DOTE:

i. Purchaser must revisit the Coordinated Site Review process for re-review and approval of any future development plans. Under such re-review:

1. DOTE will only allow a right in/right out drive which lets out on Ridge Avenue.
2. DOTE will require final approval of the site plan.
3. 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, to be reviewed and approved by DOTE, must be attached to the permit application.

ii. The purchase of the Acquisition Property by the City.

(b) GCWW:

i. GCWW has an existing 48" transmission main located towards the western property line of the Sale Property and Purchaser's Property. To protect the transmission main from future construction, GCWW requires a 10' easement along the western property line of the Sale Property and along the western property line of Purchaser's Property with the following easement restrictions:

1. The full width of the easement area must be accessible at all times for future repair, maintenance and operation purposes.
2. No building, structure or improvements of any kind shall be permitted to be placed or constructed over or upon the easement area.
3. The City of Cincinnati shall not be responsible to any present or future owners of the Sale Property or Purchaser's Property for any damage done within the easement area to sod, shrubbery, landscaping, trees, pavement, roadway improvements or other improvements either natural or artificial whether said improvements are now existing or added in the future, by reason of entering for the purpose of exercising the City's rights under this easement.

4. The City shall not be responsible to any present or future owners of the Sale Property or Purchaser's Property or future owners of property with rights of ingress and egress over the easement area for damages that may result from disruption or denial of rights of ingress and egress or other rights of access by reason of entering for the purpose of constructing, maintaining or replacing the watermain.
 5. Grade changes of plus or minus one foot over the full width profile of this easement are not permitted at any time so as not to impact any present or future water works operations.
 6. Any building, structure or improvement to be constructed on the Sale Property or Purchaser's Property in which this easement exists, shall be kept not less than three feet from the easement line nearest the site of the proposed building structure or improvement.
- ii. If the existing water service branch (H-118347) on the Sale Property or Purchaser's Property is not to be used for future development, it must be properly disconnected at the owner's expense. Purchaser would be required to complete an online FOD form authorizing removal of the existing water service branch before any new water service can be sold. Purchaser is responsible for contacting OUPS at 1-800-362-2764 at least two full working days prior to the start of work. Purchaser is responsible to make sure of the location and protection of all existing utilities on the site prior to excavation and earthwork, as well as notifying owners of underground utilities not registered with OUPS prior to work. Any damage to existing public water system because of the construction must be repaired at Purchaser's expense and at no cost to GCWW.

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

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

(D) Closing Costs and Closing Documents. At the Closing, (i) the City shall confirm that Purchaser has paid the Purchase Price in full; (ii) the City shall convey all of its right, title, and interest in and to the Sale Property to Purchaser, with a reserved 10' permanent watermain easement, by *Quitclaim Deed* in the form of Exhibit A; (iii) Purchaser shall convey all of its right, title and interest in and to the Acquisition Property to the City by *General Warranty Deed* in the form of Exhibit D; and (iv) Purchaser shall

convey the Watermain Easement to the City 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 Sale Property. The City shall pay any and all closing costs associated with the Acquisition Property and the Watermain Easement, except that Purchaser shall pay outside of the Closing its own attorney or other professional service fees incurred in connection with this Agreement, if any. There shall be no proration of real estate taxes and assessments at the Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At the 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 and Purchaser. 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 Sale Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at the 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 Purchaser's execution and delivery of the *General Warranty 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 a corporation duly organized and validly existing under the laws of the United States of America, 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, as 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 to 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.

(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.

(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 or the sale of the Acquisition 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 and property purchase shall have any personal financial interest, direct or indirect, in the property sale and property purchase 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 – *Quitclaim Deed - Sale Property*

Exhibit B – *Survey Plat*

Exhibit C – *Form of Watermain Easement*

Exhibit D – *General Warranty Deed - Acquisition Property*

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

CINFED FEDERAL CREDIT UNION,
a corporation organized and existing under the laws of the United States of America

By: _____

Printed Name: _____

Title: _____

Date: _____, 2022

[City signatures on the following page]

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

EXHIBIT A
to Property Sale Agreement
Quitclaim Deed- Sale Property

[SPACE ABOVE RESERVED FOR RECORDER]

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **CINFED FEDERAL CREDIT UNION**, a corporation organized and existing under the laws of the United States of America, whose tax mailing address is 4801 Kennedy Avenue, Cincinnati, Ohio 45209, (“**Grantee**”), all of the City’s right, title and interest in and to the real property described on Exhibit A (*Legal Description*) hereto (the “**Property**”).

Property Address:	4700 Ridge Avenue
Auditor’s Parcel ID No.:	051-0003-0046-00
Prior instrument reference:	Official Record 12806, Page 1058, Hamilton County, Ohio Records.

(A) Creation of a Greater Cincinnati Water Works Watermain Easement (“GCWW”). The City hereby reserves and creates a 10’ wide permanent watermain easement on, under and across the Property, as more particularly described on Exhibit B (*Legal Description - Watermain Easement*) hereto, for the purpose of constructing, installing, reconstructing, operating, maintaining, repairing, replacing, modifying and removing watermains, fixtures, equipment and appurtenances (the “**Water Facilities**”), including the right to enter and re-enter upon the Property to access the easement area and the Water Facilities.

No building structure or improvement of any kind shall be made on the watermain easement which will interfere with access to or operation of the watermain, and the City shall not be responsible to any present or future owners of the Property or present or future owners of property with rights of ingress and egress over the Property for any damage done within said easement area to sod, shrubbery, trees, pavement, roadway improvements or other improvements either natural or artificial whether said improvement is now existing or added in the future by reason of entering on the Property for the purpose of constructing, maintaining, operating, repairing, modifying, replacing or removing the Water Facilities. The City shall not be responsible to any present or future owners of the Property or future owners of property with rights of

ingress and egress over the Property for any damages which result from disruption or denial of said rights of ingress and egress or other rights of access by reason of entering upon the Property for the purpose of constructing, maintaining, operating, repairing, modifying, replacing or removing the Water Facilities. Grade changes of plus or minus one (1) foot over the full width profile of the easement area are not permitted at any time. Any building, structure or improvement to be constructed on the Property, shall be kept not less than three (3) feet from the easement area line nearest the site of the proposed building structure or improvement. The full width easement area must be accessible at all times for future repair, maintenance and operation purposes.

Covenants to "Run with the Land". All of the easements, covenants and restrictions in paragraph (A) above shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

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:

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

EXHIBIT A
to Quitclaim Deed
Legal Description-the Property

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a remaining 0.1856 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11711, Page 824 and being a portion of Lot 5 as shown and delineated upon the plat "B.D. Barton's Subdivision", of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for **REFERENCE** in a chiseled "x" found in a stone in the southeasterly corner of Lot 1 of said B.D. Barton's Subdivision; thence In the easterly line of said Lot 1 and then in the easterly lines of Lot 2 and Lot 3 of said subdivision, said line also being westerly line of said Lot 4 of the "Everson Estate" as recorded in Court of Common Pleas Book 204, Page 50, North 05° 19' 16" East, 253.15 feet to an Iron Pin Set in the proposed northerly right of way line of Ibsen Avenue, said iron pin being the **TRUE PLACE OF BEGINNING** of the tract herein described, thence the following 5 courses:

1. In said proposed northerly right of way line of Ibsen Avenue, North 84° 03' 25" West, 161.55 feet to an Iron Pin Set; thence
2. Continuing in said proposed northerly right of way line of Ibsen, North 39° 53' 10" West, 32.33 feet to a point, said point being in the existing easterly right of way line of Ridge Avenue; thence
3. In said existing easterly right of way line of Ridge Avenue, North 05° 05' 23" East, 22.15 feet to an Iron Pin Set, said iron pin being in the line common to a parcel conveyed to George E. Nace, Jr. by deed recorded in Official Record 8314, Page 58; thence
4. Leaving said existing easterly right of way line of Ridge Avenue and in said line common to Nace, South 84° 23' 34" East, 184.58 feet to an Iron Pin Set, said iron pin being in the easterly line of said Lot 5; thence
5. Leaving said line common to Nace and in said easterly line of Lot 5, South 05° 19' 16" West, 45.75 feet to the **TRUE PLACE OF BEGINNING**.

Containing **8,084 square feet** or **0.1856 acres**

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

EXHIBIT B
to Quitclaim Deed
Legal Description – Watermain Easement

Situate in Section 22, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being part of Lot 5 of the B.D. Barton's Subdivision as recorded in Plat Book 3, Page 183 and being part of a tract conveyed to the City of Cincinnati in O.R. 12806, Pg. 1058 and being more particularly described as follows:

Commencing at the intersection of the east line of said Lot 5 and the north line Ibsen Avenue, 80' R/W; thence with the north line of said Ibsen Avenue the following two courses; North 84°03'54" West, 161.55 feet to a point; thence North 39°53'39" West, 18.46 feet to the Place of Beginning; thence continuing with the north line of said Ibsen Avenue, North 39°53'39" West, 13.87 feet to the east line of Ridge Avenue, R/W varies as now improved; thence with the east line of said Ridge Avenue, North 05°04'54" East, 22.15 feet to a point; thence with the north line of said Lot 5, South 84°24'03" East, 10.00 feet to a point; thence South 05°26'20" West, 31.87 feet to the Place of Beginning. Containing 268 square feet of land more or less. Bearings are based on State Plane Coordinates NAD 83 (2011) Subject to all legal highways, easements and restrictions of record. Based on a survey performed under the direction of Douglas C. Spreen II, Ohio Registration Number 8238

EXHIBIT B
to Property Sale Agreement
Survey Plat

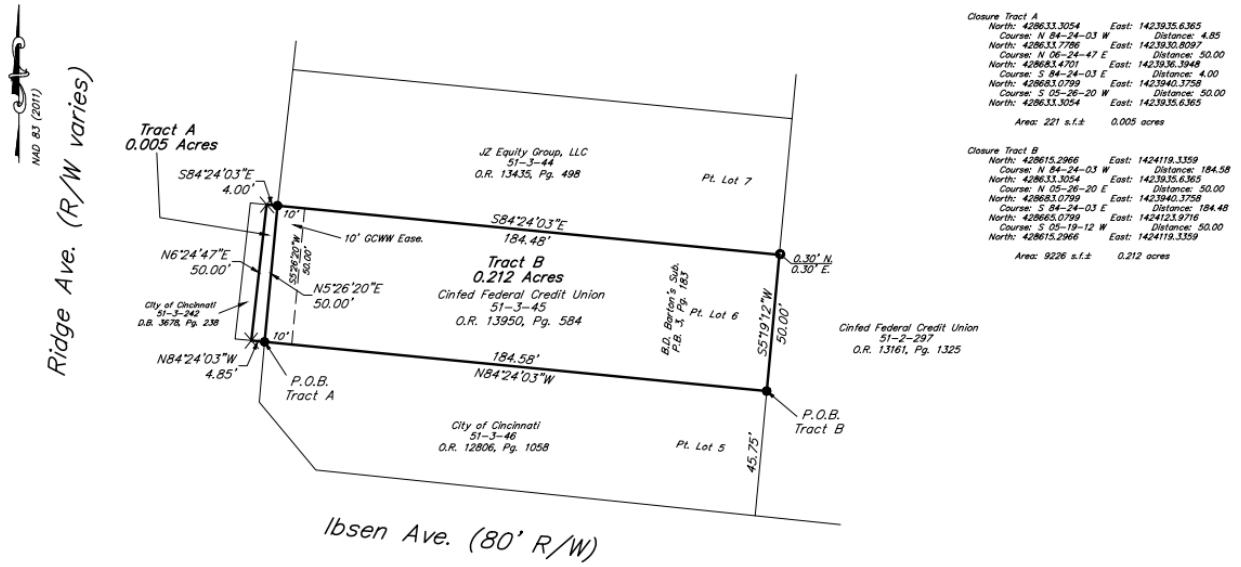


EXHIBIT C
to Property Sale Agreement
Form of Watermain Easement

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENT

(Watermain Easement)

This Grant of Easement is granted as of the Effective Date (as defined on the signature page hereof) by **CINFED FEDERAL CREDIT UNION**, a corporation organized and existing under the laws of the United States of America, whose tax mailing address is 4801 Kennedy Avenue, Cincinnati, OH 45209, ("**Grantor**"), in favor of the **CITY OF CINCINNATI**, an Ohio municipal corporation, with a tax mailing address of 801 Plum Street, Cincinnati, OH 45202 (the "**City**").

Recitals:

A. By virtue of an instrument recorded in OR 13950, Page 584, Hamilton County, Ohio Records, Grantor holds title to certain real property located at 4704 Ridge Avenue, Cincinnati, OH 45209 and identified as Hamilton County Auditor's Parcel No. 051-0003-0045-00 as more particularly described on Exhibit A (*Legal Description – Grantor's Property*) and depicted on Exhibit B (*Survey Plat*) hereto (the "**Grantor's Property**").

B. The City owns an adjoining vacant tract of land in Oakley located at 4700 Ridge Avenue, identified as Hamilton County Auditor's Parcel No. 051-0003-0046-00, as more particularly depicted on Exhibit B hereto, which property the City has agreed to sell to Grantor by Ordinance No. [____]-2022, passed by Cincinnati City Council on [____], 2022 (the "**City Sale Property**").

C. The City has installed a 48" watermain, including fixtures, equipment, and appurtenances (the "**Water Facilities**") within the Ridge Avenue public right-of-way adjacent to Grantor's Property and, as partial consideration for the sale of the City Sale Property to Grantor, the City has requested Grantor grant a public utility easement on, under and across Grantor's Property for the purpose of constructing, installing,

reconstructing, operating, maintaining, repairing, replacing, modifying and removing the Water Facilities within the adjacent public right-of-way (the “**Watermain Easement**”).

D. The City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Watermain Easement is \$1,850, which the City has agreed to deduct from the sale price of the City Sale Property.

E. Cincinnati City Council authorized the acceptance of the Watermain Easement by Ordinance No. [__]-2022, passed on [___], 2022.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Easement. Grantor, for valuable consideration paid, hereby grants and conveys to the City, on the terms and conditions set forth herein, for the use and benefit of Greater Cincinnati Water Works, a perpetual utility easement on, under and across the portion of Grantor’s Property, as more particularly depicted on Exhibit B and described on Exhibit C (Legal Description - Watermain Easement) hereto for the purpose of constructing, installing, reconstructing, operating, maintaining, repairing, replacing, modifying and removing the Water Facilities, including the right to enter and re-enter upon the Watermain Easement to access the Water Facilities.

2. Title. Grantor represents and warrants to the City that to the best of Grantor’s knowledge (i) Grantor is the sole owner of the fee simple interest in the Grantor’s Property; and (ii) there are no tenants or other third parties who are entitled to the use or possession of the Grantor’s Property.

3. Restrictions. No building structure or improvement of any kind shall be made on the Watermain Easement which will interfere with access to or operation of the Water Facilities, and the City shall not be responsible to any present or future owners of the Grantor’s Property or present or future owners of property with rights of ingress and egress over the Watermain Easement for any damage done within the Watermain Easement to sod, shrubbery, trees, pavement, roadway improvements or other improvements either natural or artificial whether said improvement is now existing or added in the future by reason of entering on the Watermain Easement for the purpose of constructing, maintaining, operating, repairing, modifying, replacing or removing the Water Facilities. The City shall not be responsible to any present or future owners of the Grantor’s Property or future owners of property with rights of ingress and egress over the Watermain Easement for any damages which result from disruption or denial of said rights of ingress and egress or other rights of access by reason of entering upon the Watermain Easement for the purpose of constructing, maintaining, operating, repairing, modifying, replacing or removing the Water Facilities. Grade changes of plus or minus one (1) foot over the full width profile of the Watermain Easement are not permitted at any time. Any building, structure, or improvement to be constructed on the Grantor’s Property, shall be kept not less than three (3) feet from the Watermain Easement line nearest the site of

the proposed building structure or improvement. The full-width easement area must be accessible at all times for future repair, maintenance and operation purposes.

4. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City, Grantor, and their respective successors-in-interest and assigns.

5. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law.

6. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery, to the parties at their respective addresses set forth in the introductory paragraph hereof, or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Greater Cincinnati Water Works, Attn: Director, 4747 Spring Grove Avenue, Cincinnati, Ohio 45232. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

7. Counterparts and Electronic Signatures. This instrument may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This instrument may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

8. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description - Grantor's Property*
Exhibit B – *Survey Plat*
Exhibit C – *Legal Description - Watermain Easement*

Executed by the parties on the respective date of acknowledgement listed below, effective as the later of such dates (the "**Effective Date**").

CINFED FEDERAL CREDIT UNION,
a corporation organized and existing under
the laws of the United States of America

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 **CINFED FEDERAL CREDIT UNION**, a corporation organized and existing under the laws of the United States of America, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

[*City Signature Page Follows*]

Accepted By:

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.

Approved as to Form by:

Assistant City Solicitor

Exhibit A
to Grant of Easement
Legal Description – Grantor’s Property

Situate in Section 22, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being part of Lot 6 of the B.D. Barton’s Subdivision as recorded in Plat Book 3, Page 183 and being part of a tract conveyed to the Cinfed Federal Credit Union in O.R. 13950, Pg. 584 and being more particularly described as follows:

Beginning at a set 5/8” iron pin at the southeast corner of said Lot 6; thence with the south line of said Lot 6, North 84°24’03” West, 184.58 feet to a set 5/8” iron pin; thence with a new division line, North 05°26’20” East, 50.00 feet to a set 5/8” iron pin; thence with the north line of said Lot 6, South 84°24’03” East, 184.48 feet to a point being 0.30 feet south and 0.30 feet west of an existing iron pin; thence South 05°19’12” West, 50.00 feet to the Place of Beginning. Containing 0.212 Acres of land more or less. Bearings are based on State Plane Coordinates NAD 83 (2011) Subject to all legal highways, easements and restrictions of record. Based on a survey performed under the direction of Douglas C. Spreen II, Ohio Registration Number 8238

EXHIBIT B
to Grant of Easement
Survey Plat

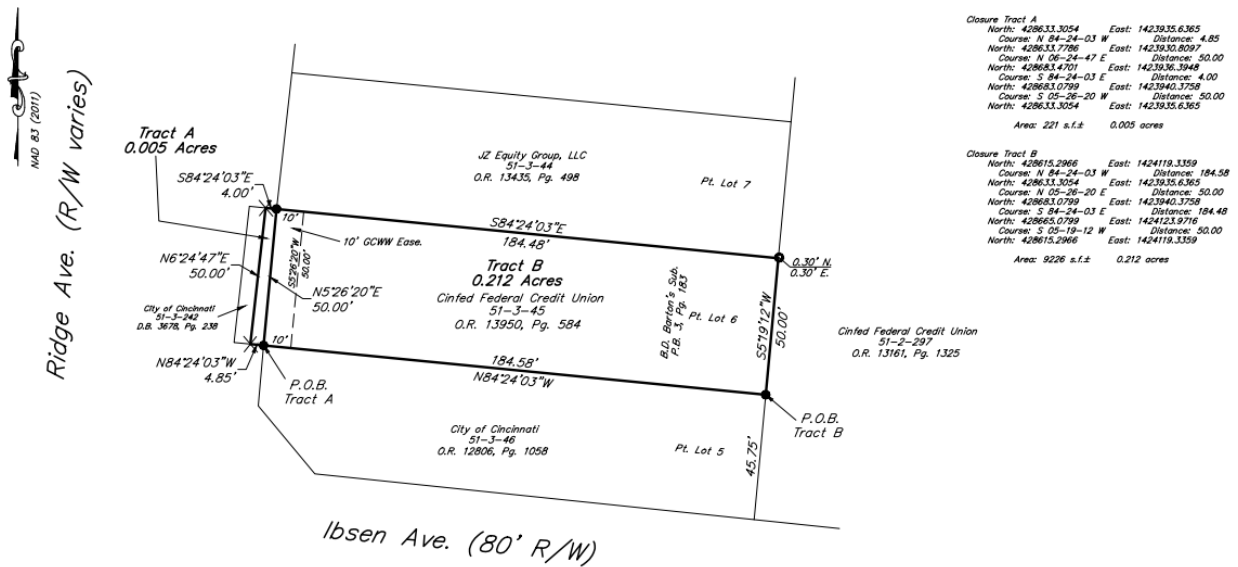


EXHIBIT C
to Grant of Easement
Legal Description—Watermain Easement

Situate in Section 22, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being part of Lot 6 of the B.D. Barton's Subdivision as recorded in Plat Book 3, Page 183 and being part of a tract conveyed to the Cinfed Federal Credit Union in O.R. 13950, Pg. 584 and being more particularly described as follows:

Commencing at the southeast corner of said Lot 6; thence with the south line of said Lot 6, North 84°24'03" West, 174.58 feet to the Place of Beginning; thence continuing with the south line of said Lot 6, North 84°24'03" West, 10.00 feet to a point; thence North 05°26'20" East, 50.00 feet to a point; thence with the north line of said Lot 6, South 84°24'03" East, 10.00 feet to a point; thence South 05°26'20" West, 50.00 feet to the Place of Beginning. Containing 500 square feet of land more or less. Bearings are based on State Plane Coordinates NAD 83 (2011) Subject to all legal highways, easements and restrictions of record. Based on a survey performed under the direction of Douglas C. Spreen II, Ohio Registration Number 8238

EXHIBIT D
to Property Sale Agreement

General Warranty Deed- Acquisition Property

GENERAL WARRANTY DEED

CINFED FEDERAL CREDIT UNION, a corporation organized and existing under the laws of the United States of America ("Grantor"), for valuable consideration paid, grants, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation (the "City"), the tax-mailing address of which is 801 Plum Street, Cincinnati, OH 45202, that certain real property located in Hamilton County, Ohio that is more particularly described in Exhibit A attached to this deed and incorporated in it (the "Property"):

Property Address:	Part of 4704 Ridge Avenue
Auditor's Parcel ID No.:	Part of 051-0003-0045-00
Prior instrument reference:	O.R. 13950, Page 584, Hamilton County, Ohio Records.

Excepted from the foregoing general warranty covenants are: (i) easements, covenants and restrictions of records; (ii) taxes and assessments not yet due and payable; (iii) legal highways and rights of way; and (iv) matters of zoning.

The City's acquisition of the Property was authorized by Ordinance No. [____], passed by Cincinnati City Council on [_____], 2022.

[SIGNATURES TO FOLLOW]

[SIGNATURE PAGE]

Executed on _____, 2022.

**CINFED FEDERAL CREDIT UNION,
a corporation organized and existing
under the laws of the United States of**

America

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, the _____ of CINFED FEDERAL CREDIT
UNION, a corporation organized and existing under the laws of the United States of America, on
behalf of the corporation. This certificate relates to an acknowledgment in connection with
which, no oath or affirmation was administered to the document signer.

SEAL:

Signed: _____
Printed or Typed Name: _____
My Commission expires: _____
My county of residence: _____
Commission number: _____

[CITY'S SIGNATURE PAGE FOLLOWS]

Accepted by:

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

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation. This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

SEAL:

Signed: _____
Printed or Typed Name: _____
My Commission expires: _____
My county of residence: _____
Commission number: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:
Luke Blocher, Esq.
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202

EXHIBIT A
LEGAL DESCRIPTION

Situate in Section 22, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being part of Lot 6 of the B.D. Barton's Subdivision as recorded in Plat Book 3, Page 183 and being part of a tract conveyed to the Cinfed Federal Credit Union in O.R. 13950, Pg. 584 and being more particularly described as follows:

Commencing at the southeast corner of said Lot 6; thence with the south line of said Lot 6, North 84°24'03" West, 184.58 feet to a set 5/8" iron pin being the Place of Beginning; thence continuing with the south line of said Lot 6, North 84°24'03" West, 4.85 feet to a set cross notch; thence with the east line of a tract conveyed to the City of Cincinnati in D.B. 3678, Pg. 238, North 06°24'47" East, 50.00 feet to a set cross notch; thence with the north line of said Lot 6, South 84°24'03" East, 4.00 feet to a set 5/8" iron pin; thence with a new division line South 05°26'20" West, 50.00 feet to the Place of Beginning. Containing 0.005 Acres of land more or less. Bearings are based on State Plane Coordinates NAD (2011). Subject to all legal highways, easements and restrictions of record. Based on a survey performed under the direction of Douglas C. Spreen II, Ohio Registration Number 8238.

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