

Contract No. _____

Property: Medpace Way

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 among 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**”); **100 MEDPACE WAY, LLC**, an Ohio limited liability company the address of which is 5375 Medpace Way, Cincinnati, OH 45227; **200 MEDPACE WAY, LLC**, an Ohio limited liability company, the address of which is 5375 Medpace Way, Cincinnati, Ohio 45227; **300 MEDPACE WAY, LLC**, an Ohio limited liability company, the address of which is 5375 Medpace Way, Cincinnati, Ohio 45227; **400 MEDPACE WAY, LLC**, an Ohio limited liability company, the address of which is 5375 Medpace Way, Cincinnati, Ohio 45227; and the **PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY**, an Ohio port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio, the address of which is 3 E. 4th Street, Suite 300 Cincinnati, OH 45202 (collectively referred to herein as the “**Purchasers**” and each a “**Purchaser**”, as applicable).

Recitals:

A. The City owns a 2.141 acre tract of land dedicated as public right-of-way in Plat Book 420, Page 20, Hamilton County, Ohio Records, known as Medpace Way in the Madisonville neighborhood of Cincinnati, Ohio, which property is under the management and control of the City's Department of Transportation and Engineering (“**DOT**”).

B. Purchasers own adjoining property that abuts Medpace Way encircling an existing roundabout, as depicted on Exhibit A (Site Survey) hereto, which consists of an office and commercial mixed-use development comprising Planned Development No. 73, “Madison Center” (“**Purchasers Property**”).

C. Purchasers have petitioned the City to vacate approximately 0.3257 acres of Medpace Way, as depicted on Exhibit A and described on Exhibit B (Legal Description) hereto (the “**Sale Property**”) to reconfigure certain portions of the existing roundabout, and each Purchaser seeks to purchase from the City the respective portion of the Sale Property abutting that Purchaser's property to consolidate it with their respective property to facilitate the ongoing redevelopment of Planned Development No. 73.

D. Barrett P. Tullis a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated July 6, 2020 certifying that (i) the City and Purchasers are the owners of all the real property abutting the Sale Property, and (ii) the written consent of all necessary Purchasers to the City's vacation and sale of the Sale Property to Purchasers, a copy of which is attached as Exhibit D (Attorney's Certificate of Title) hereto.

E. 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.

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

G. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$26,550. However, the City is agreeable to selling the Sale Property to Purchasers for less than fair market value; namely, \$1.00 to facilitate the ongoing phased

redevelopment of Purchasers Property into a mixed-use office and commercial complex, which redevelopment will create jobs, enable the property to be put to its highest and best use, and provide economic benefits to the City.

H. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because the City has determined that selling the Sale Property to Purchasers is in the interest of the public because Purchasers own all of the property abutting the Sale Property and therefore, as a practical matter no one other than Purchasers would have any use for it.

I. 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.

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 Developer at its meeting on February 7, 2020.

K. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. _____-2020, passed on _____, 2020.

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 Purchasers, and Purchasers hereby agrees to purchase the Sale Property from the City for \$1 (the "**Purchase Price**"). Purchasers acknowledge that they are familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchasers in "as is" condition. The City makes no representations or warranties to Purchasers 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 Purchasers 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 Purchasers (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 Purchasers or handle such Conditions post-Closing. Purchasers 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:** Purchasers' approval of title to the Sale Property and, if obtained by Purchasers, an ALTA property survey of the Sale Property;
- (ii) **Inspections, Utilities & Zoning/Building Code Requirements:** Purchasers' 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 and Legal Descriptions:** Purchasers shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's vacation and sale of the Sale Property;

(iv) Purchasers' Interests: Purchasers shall have provided the City with an attorney's certificate of title certifying that Purchasers and the City are the sole Purchasers to the Sale Property.

(v) Coordinated Report Conditions (CR #61-2019)

- a. DOTe: The petitioner is required, at their expense, to provide the City with an acceptable legal description for the easement area that meets the recordable standards of the Hamilton County Recorder's Office. The Purchasers should also submit one drawing that shows the new curb lines with the revised proposed right of way on the same drawing so DOTe can confirm the new roadway was constructed with the correct alignment.
- b. Cincinnati Bell Telephone: Existing facilities must remain in place, in service, and be able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at the property owner's expense.

(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 approximately **120 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) Purchasers shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchasers by *Quitclaim Deed* in the form of Exhibit C (Form of Quitclaim Deeds). Purchasers 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, Purchasers 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 Purchasers that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchasers 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 Purchasers 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 Purchasers send a notice to the City alleging that the City is in default under this Agreement, Purchasers 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 Purchasers. Purchasers make the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Purchasers are duly organized and validly existing under the laws of the State of Ohio, are authorized to transact business in the State of Ohio, have properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and are not in violation of any laws relevant to the transactions contemplated by this Agreement.

(ii) Purchasers have full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein.

(iii) Purchasers' 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 Purchasers' organizational documents, or any mortgage, contract, agreement or other undertaking to which Purchasers are parties or which purports to be binding upon Purchasers or upon any of their assets, nor are Purchasers 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 Purchasers, threatened against or affecting Purchasers, at law or in equity or before or by any governmental authority.

(v) Purchasers 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 Purchasers that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its Developer of the Property.

(vi) The statements made in the documentation provided by Purchasers to the City that are descriptive of Purchasers or their facility have been reviewed by Purchasers 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 Purchasers nor any of their affiliates owes 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 all 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 Purchasers agree that venue in such court is proper. Purchasers hereby waive 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. Purchasers 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.

(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. Purchasers represent to the City that Purchasers have 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 Purchasers or in the property sale, and Purchasers 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. This Agreement may be executed in counterparts, each shall be regarded as an original and all of which shall constitute but one and the same Agreement.

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

Exhibit A – *Site Survey*

Exhibit B – *Legal Descriptions*

Exhibit C – *Form of Quit Claim Deeds*

Exhibit D – *Attorney's Certificate of Title*

[signature page to follow]

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

100 MEDPACE WAY, LLC

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

300 MEDPACE WAY, LLC

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

200 MEDPACE WAY, LLC

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

400 MEDPACE WAY, LLC

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

[Port of Greater Cincinnati Development Authority signature on the following page]

**PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY**

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

[City of Cincinnati signatures on the following page]

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, Interim City Manager

Date: _____, 2020

Recommended by:

John S. 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

Site Survey

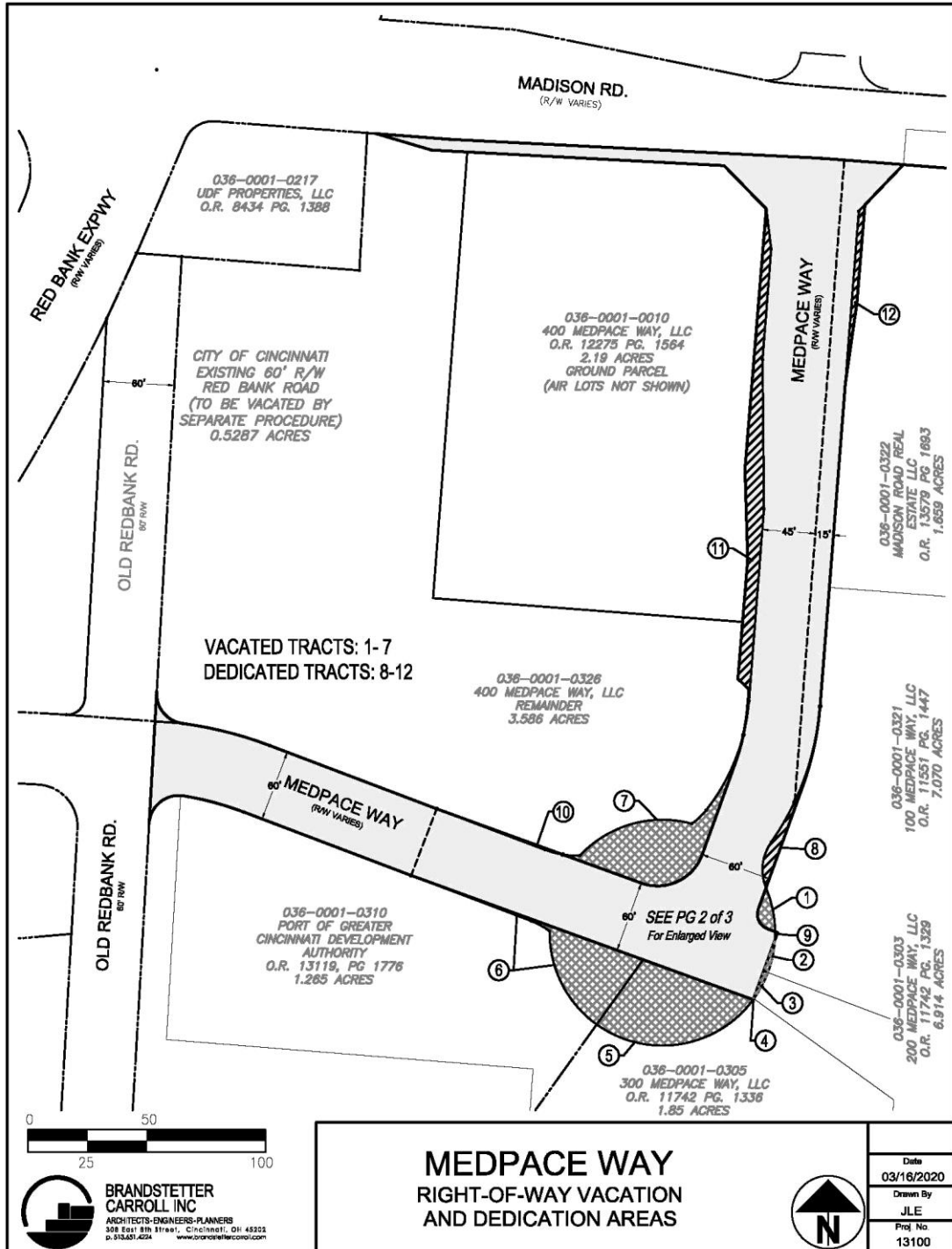


EXHIBIT B
to Property Sale Agreement

Legal Descriptions

VACATED PORTIONS OF MEDPACE WAY ROUND-A-ABOUT

TRACT 1 – EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

- Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout;
- Thence (#C5) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=40.00 feet, Length=0.54 feet, with a Chord Bearing of S 22°38'58" E for a Chord distance of 0.54 feet;
- Thence (#C6) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=37.38 feet, with a Chord Bearing of S 11°45'38" E for a Chord distance of 37.14 feet;
- Thence (#L1) continuing with the proposed right-of-way, N 70°04'35" W for a distance of 6.87 feet;
- Thence (#C7) continuing with the proposed right-of-way, along a circular curve to the right having the following data: Radius=13.00 feet, Length=20.42 feet, with a Chord Bearing of N 25°04'35" W for a Chord distance of 18.38 feet;
- Thence (#L2) continuing with the proposed right-of-way, N 19°55'25" E for a distance of 19.00 feet to the said Point of Beginning.

The above described parcel of land contains 329.02 s.f. (0.008 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 2 – EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the southerly property line;

Thence (#L5) continuing with an extension of the southerly property line, N 69°17'46" W for a distance of 3.87 feet;

Thence (#L6) continuing with the proposed right-of-way, N 19°55'25" E for a distance of 28.09 feet;

Thence (#C9) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=28.51 feet, with a Chord Bearing of S 12°05'23" W for a Chord distance of 28.41 feet to the said Point of Beginning.

The above described parcel of land contains 74.63 s.f. (0.002 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 3 – EXHIBIT D

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 6.914 acre parcel known as Hamilton County Auditors parcel number 036-0001-0303 (O.R. 11742, Pg 1329) under the ownership of 200 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the northerly property line;

Thence (#C10) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=25.07 feet, with a Chord Bearing of S 28°15'06" W for a Chord distance of 25.00 feet;

Thence (#L7) continuing with an extension of the southerly property line, N 54°10'20" W for a distance of 0.26 feet;

Thence (#L8) continuing with the proposed right-of-way, N 19°55'25" E for a distance of 24.72 feet;

Thence (#L5) continuing with an extension of the northerly property line; S 69°17'46" E for a distance of 3.87 feet to the said Point of Beginning.

The above described parcel of land contains 64.87 s.f. (0.001 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 4 – EXHIBIT E

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

- Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the northerly property line;
- Thence continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=0.90 feet, with a Chord Bearing of S 36°05'10" W for a Chord distance of 0.90 feet;
- Thence continuing with the proposed right-of-way, N 19°55'25" E for a distance of 0.94 feet;
- Thence (#L7) continuing with an extension of the southerly property line, S 54°10'20" E for a distance of 0.26 feet to the said Point of Beginning.

The above described parcel of land contains 0.12 s.f. (0.000 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 5 – EXHIBIT F

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the westerly property line;

Thence continuing with an extension of the westerly property line, N 35°37'14" E for a distance of 67.07 feet;

Thence continuing with the proposed right-of-way, S 70°04'35" E for a distance of 98.66 feet;

Thence (#C11) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=147.99 feet, with a Chord Bearing of N 80°59'21" E for a Chord distance of 133.47 feet to the said Point of Beginning.

The above described parcel of land contains 5,702.83 s.f. (0.131 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 6 – EXHIBIT G

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.265 acre parcel known as Hamilton County Auditors parcel number 036-0001-0310 (O.R. 13119, Pg 1776) under the ownership of The Port of Greater Cincinnati Development Authority, of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the easterly property line;

Thence (#12) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=91.48' feet, with a Chord Bearing of N 26°47'25" W for a Chord distance of 87.99 feet;

Thence (#C13) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=62.60 feet, Length=17.79' feet, with a Chord Bearing of N 61°11'45" W for a Chord distance of 17.73 feet;

Thence continuing with the existing right-of-way, N 69°16'33" W for a distance of 107.95 feet;

Thence continuing with the proposed right-of-way, S 70°04'35" E for a distance of 207.65 feet;

Thence continuing with an extension of the westerly property line, S 35°37'14" W for a distance of 67.07 feet to the said Point of Beginning.

The above described parcel of land contains 3,555.19 s.f. (0.082 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 7 – EXHIBIT H

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 3.586 acre parcel known as Hamilton County Auditors parcel number 036-0001-0326 (Remainder) under the ownership of 400 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Medpace Way (See Exhibit);

Thence (#C15) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=73.00 feet, Length=14.54' feet, with a Chord Bearing of S 86°54'29" E for a Chord distance of 14.52 feet;

Thence (#C16) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=102.93' feet, with a Chord Bearing of N 76°06'15" E for a Chord distance of 97.97 feet;

Thence (#C17) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=53.00 feet, Length=16.36' feet, with a Chord Bearing of N 47°10'17" E for a Chord distance of 16.29 feet;

Thence (#C18) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=170.00 feet, Length=71.27' feet, with a Chord Bearing of N 26°19'14" E for a Chord distance of 70.75 feet;

Thence (#C21) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=190.00 feet, Length=25.60' feet, with a Chord Bearing of S 16°03'48" W for a Chord distance of 25.58 feet;

Thence continuing with the proposed right-of-way, S 19°55'25" W for a distance of 80.80 feet;

Thence (#C22) continuing with the proposed right-of-way along a circular curve to the right having the following data: Radius=40.00 feet, Length=62.83' feet, with a Chord Bearing of S 64°55'25" W for a Chord distance of 56.57 feet;

Thence continuing with the proposed right-of-way, N 70°04'35" W for a distance of 70.39 feet to the said Point of Beginning.

The above described parcel of land contains 4,639.32 s.f. (0.107 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

EXHIBIT C
to Property Sale Agreement

Form of Quit Claim Deeds

[SEE ATTACHED]

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

QUITCLAIM DEED
(Portion of Medpace Way)

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to _____, an Ohio _____, the tax-mailing address of which _____, ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Site Survey*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

| | |
|-----------------------------|--|
| Property Address: | None; certain portions of former public right-of-way known as Medpace Way. |
| Auditor's parcels: | None (former public right-of-way) |
| Prior instrument reference: | None (former public right-of-way) |

This conveyance was authorized by Ordinance No. ____-2020, passed by Cincinnati City Council on _____, 2020, and pursuant to Ohio Revised Code Chapter 723 and Ordinance No. ____-2020, the Property is hereby vacated as public right-of-way by the City.

(A) Creation of Utility Easement: This conveyance is subject to R.C. Section 723.041 so that any affected public utility, including but not limited to Cincinnati Bell and Duke Energy, shall be deemed to have a permanent easement in such vacated portions of Medpace Way for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.

This conveyance is a transfer between adjoining lot owners made in compliance with Section 711.001, Subsection (B)(1) Ohio Revised Code and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcels hereby conveyed or the balance of the parcels retained by the grantor herein. The parcels hereby conveyed may not hereafter be conveyed separately from Grantee's adjoining parcel nor any structure erected thereon without the prior approval of the authority having jurisdiction of plats.

Executed on _____, 2020.

CITY OF CINCINNATI

By: _____
Paula Boggs Muething,
Interim City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Paula Boggs Muething, Interim City Manager 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: _____

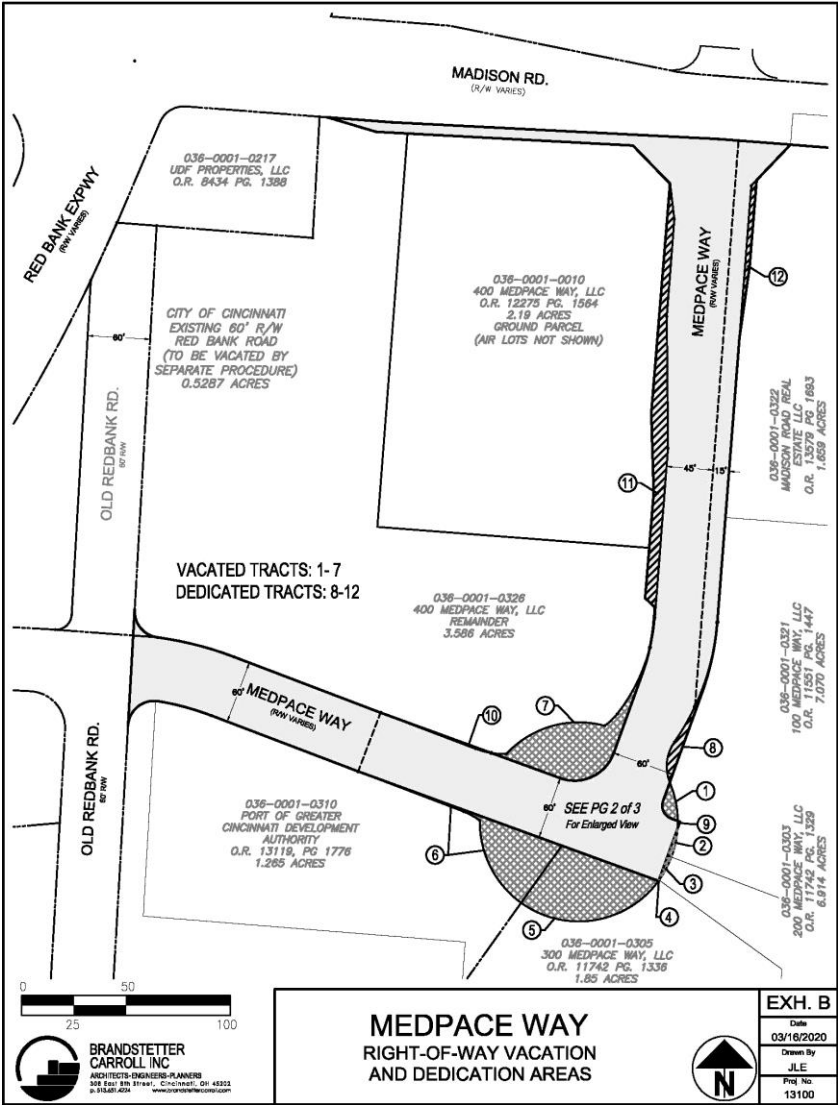
Approved as to Form:

Assistant City Solicitor

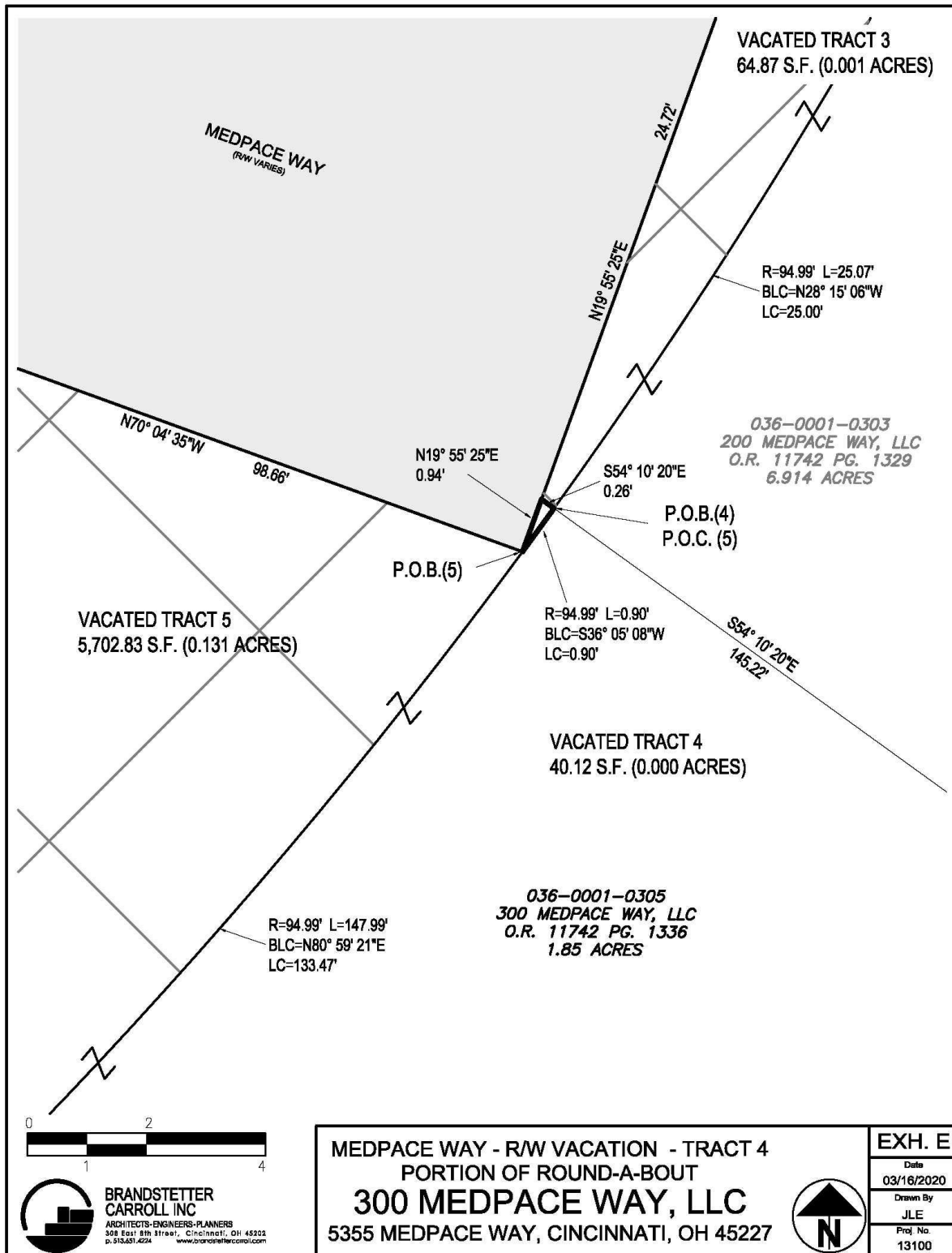
This instrument prepared by:

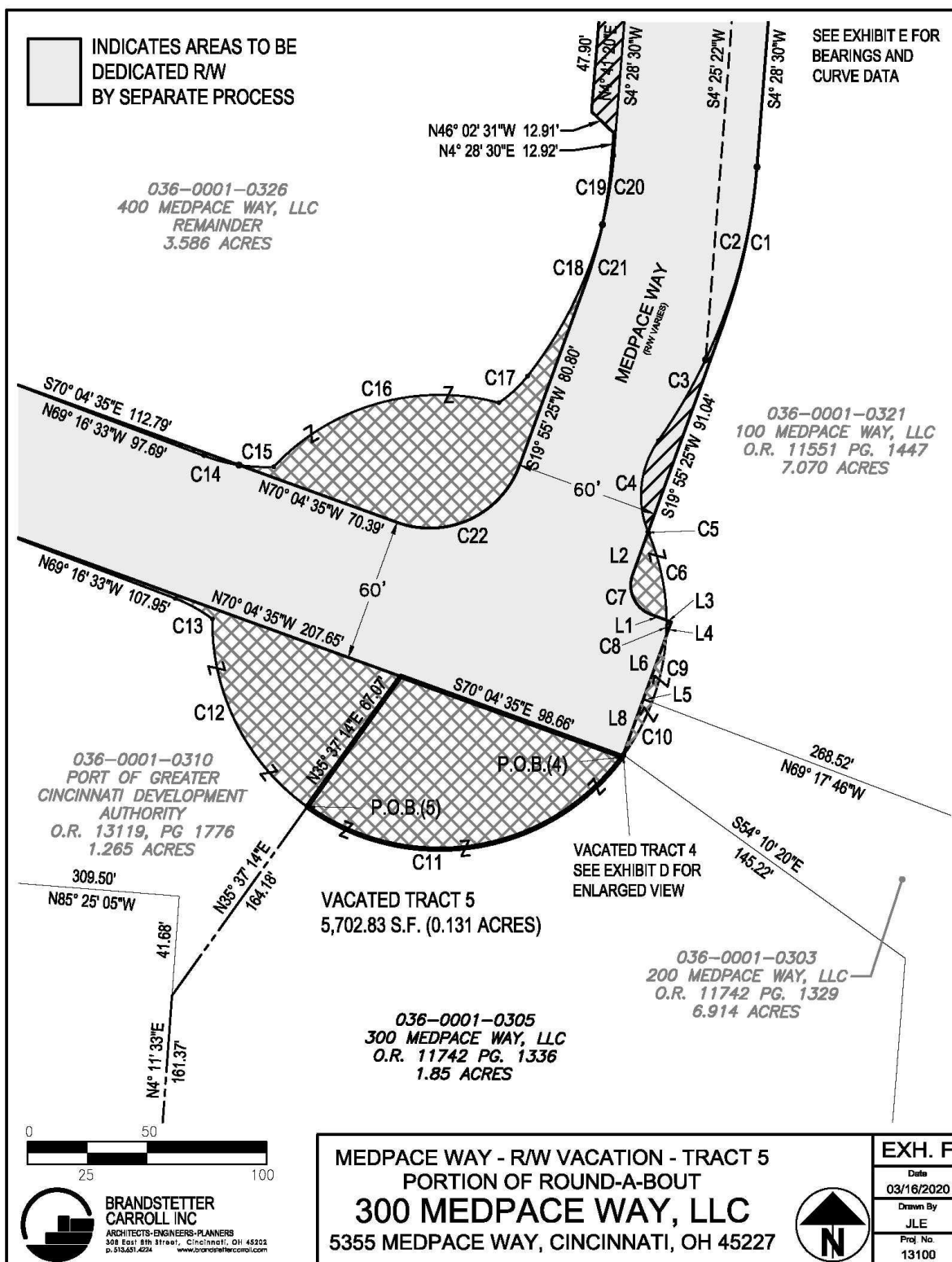
City of Cincinnati Law Department,
801 Plum Street, Suite 214,
Cincinnati, Ohio 45202

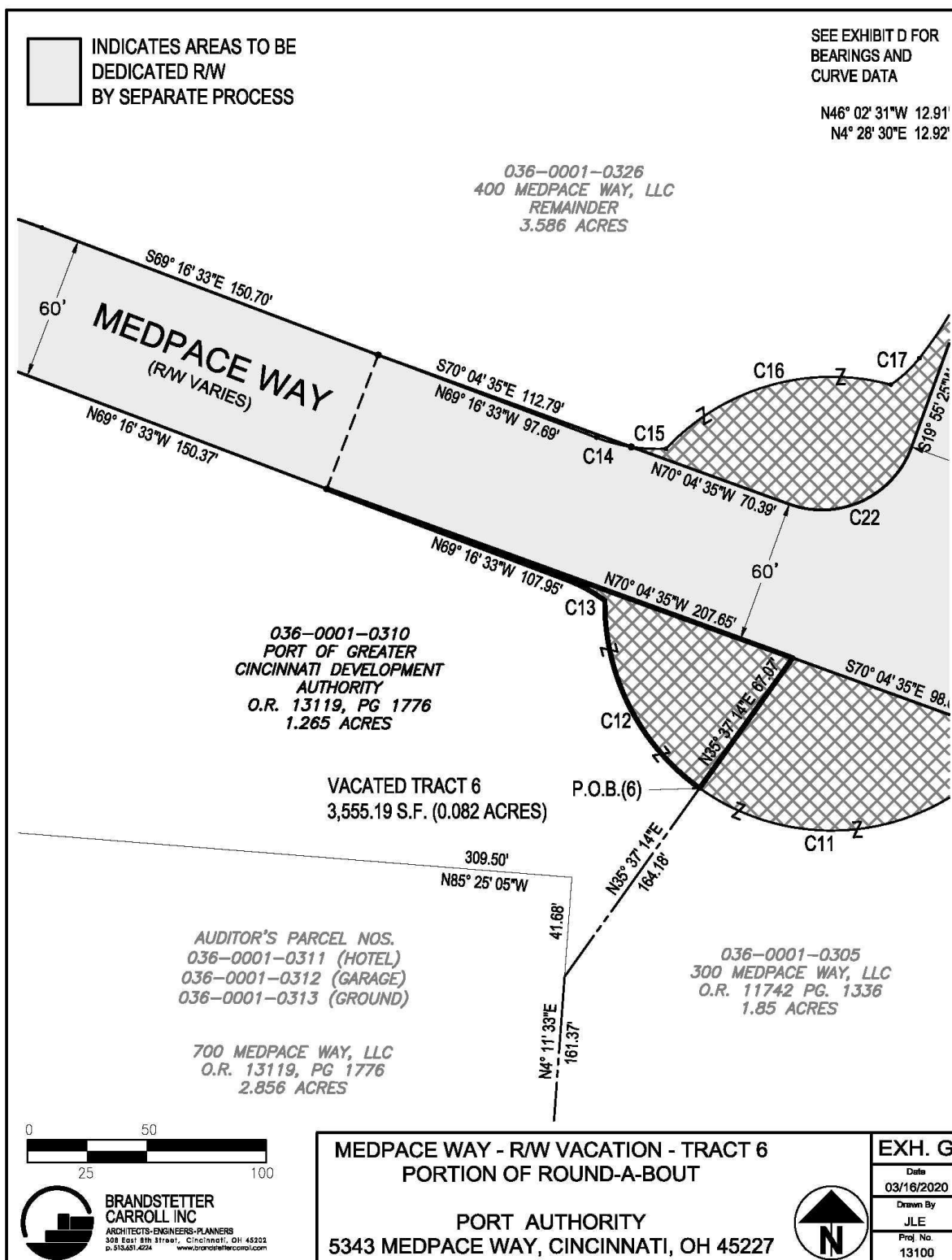
Exhibit A
to Quitclaim Deed
Site



Survey







| CURVE # | RADIUS | LENGTH | BEARING | DISTANCE | LINE # | BEARING | DISTANCE |
|---------|---------|---------|---------------|----------|--------|---------------|----------|
| C1 | 255.00' | 68.76' | S 12°11'57" W | 68.55' | L1 | N 70°04'35" W | 6.87' |
| C2 | 230.00' | 83.75' | N 14°54'25" E | 83.29' | L2 | N 19°55'25" E | 19.00' |
| C3 | 230.00' | 39.32' | N 30°14'11" E | 39.27' | L3 | S 70°04'35" E | 2.08' |
| C4 | 40.00' | 40.07' | S 6°26'08" W | 38.42' | L4 | S 19°55'25" W | 6.26' |
| C5 | 40.00' | 0.54' | S 22°38'58" E | 0.54' | L5 | N 69°17'46" W | 3.87' |
| C6 | 94.99' | 37.38' | S 11°45'38" E | 37.14' | L6 | N 19°55'25" E | 28.09' |
| C7 | 13.00' | 20.42' | N 25°04'35" W | 18.38' | L7 | N 54°10'20" W | 0.26' |
| C8 | 94.99' | 6.59' | N 1°30'04" E | 6.59' | L8 | N 19°55'25" E | 24.72' |
| C9 | 94.99' | 28.51' | S 12°05'23" W | 28.41' | | | |
| C10 | 94.99' | 25.07' | S 28°15'06" W | 25.00' | | | |
| C11 | 94.99' | 147.99' | S 80°59'21" W | 133.47' | | | |
| C12 | 94.99' | 91.38' | N 26°49'06" W | 87.90' | | | |
| C13 | 62.60' | 17.79' | N 61°11'45" W | 17.73' | | | |
| C14 | 73.00' | 15.19' | N 75°14'20" W | 15.17' | | | |
| C15 | 73.00' | 14.54' | S 86°54'29" E | 14.52' | | | |
| C16 | 94.99' | 102.93' | N 76°06'15" E | 97.97' | | | |
| C17 | 53.00' | 16.36' | N 47°10'17" E | 16.29' | | | |
| C18 | 170.00' | 71.27' | N 26°19'14" E | 70.75' | | | |
| C19 | 190.00' | 25.63' | N 8°20'21" E | 25.61' | | | |
| C20 | 170.00' | 29.18' | S 9°23'34" W | 29.15' | | | |
| C21 | 190.00' | 25.60' | S 16°03'48" W | 25.58' | | | |
| C22 | 40.00' | 62.83' | S 64°55'25" W | 56.57' | | | |

AREAS TO BE VACATED

| | S.F. | ACRES |
|---------|------------------|--------------|
| TRACT 1 | 329.02 | 0.008 |
| TRACT 2 | 74.63 | 0.002 |
| TRACT 3 | 64.87 | 0.001 |
| TRACT 4 | 0.12 | 0.000 |
| TRACT 5 | 5,702.83 | 0.131 |
| TRACT 6 | 3,555.19 | 0.082 |
| TRACT 7 | 4,639.32 | 0.107 |
| | 14,365.98 | 0.330 |

AREAS TO BE DEDICATED (BY SEPARATE PROCESS)

| | | |
|----------|-----------------|--------------|
| TRACT 8 | 526.98 | 0.012 |
| TRACT 9 | 6.26 | 0.0001 |
| TRACT 10 | 80.96 | 0.002 |
| TRACT 11 | 4,020.39 | 0.092 |
| TRACT 12 | 521.85 | 0.012 |
| | 5,156.44 | 0.118 |



**BRANDSTETTER
CARROLL INC.**
ARCHITECTS-ENGINEERS-PLANNERS
308 East 8th Street, Cincinnati, OH 45202
p. 513.651.4224 www.brandstettercarroll.com

MEDPACE WAY RIGHT-OF-WAY VACATION AND DEDICATION AREAS

EXH. I

Date
03/16/2020

Drawn By
JLE

Proj. No.
13100

Exhibit B

to Quitclaim Deed Legal Descriptions

VACATED PORTIONS OF MEDPACE WAY ROUND-A-BOUT

TRACT 1 – EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

- Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout;
- Thence (#C5) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=40.00 feet, Length=0.54 feet, with a Chord Bearing of S 22°38'58" E for a Chord distance of 0.54 feet;
- Thence (#C6) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=37.38 feet, with a Chord Bearing of S 11°45'38" E for a Chord distance of 37.14 feet;
- Thence (#L1) continuing with the proposed right-of-way, N 70°04'35" W for a distance of 6.87 feet;
- Thence (#C7) continuing with the proposed right-of-way, along a circular curve to the right having the following data: Radius=13.00 feet, Length=20.42 feet, with a Chord Bearing of N 25°04'35" W for a Chord distance of 18.38 feet;
- Thence (#L2) continuing with the proposed right-of-way, N 19°55'25" E for a distance of 19.00 feet to the said Point of Beginning.

The above described parcel of land contains 329.02 s.f. (0.008 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 2 – EXHIBIT C

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 7.070 acre parcel known as Hamilton County Auditors parcel number 036-0001-0321 (O.R. 11551, Pg 1447) under the ownership of 100 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

- Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the southerly property line;
- Thence (#L5) continuing with an extension of the southerly property line, N 69°17'46" W for a distance of 3.87 feet;
- Thence (#L6) continuing with the proposed right-of-way, N 19°55'25" E for a distance of 28.09 feet;
- Thence (#C9) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=28.51 feet, with a Chord Bearing of S 12°05'23" W for a Chord distance of 28.41 feet to the said Point of Beginning.

The above described parcel of land contains 74.63 s.f. (0.002 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 3 – EXHIBIT D

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 6.914 acre parcel known as Hamilton County Auditors parcel number 036-0001-0303 (O.R. 11742, Pg 1329) under the ownership of 200 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

- Beginning at a point in the easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the northerly property line;
- Thence (#C10) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=25.07 feet, with a Chord Bearing of S 28°15'06" W for a Chord distance of 25.00 feet;
- Thence (#L7) continuing with an extension of the southerly property line, N 54°10'20" W for a distance of 0.26 feet;
- Thence (#L8) continuing with the proposed right-of-way, N 19°55'25" E for a distance of 24.72 feet;
- Thence (#L5) continuing with an extension of the northerly property line; S 69°17'46" E for a distance of 3.87 feet to the said Point of Beginning.

The above described parcel of land contains 64.87 s.f. (0.001 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 4 – EXHIBIT E

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

- Beginning at a point in the existing easterly right-of-way line of Medpace Way, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the northerly property line;
- Thence continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=0.90 feet, with a Chord Bearing of S 36°05'10" W for a Chord distance of 0.90 feet;
- Thence continuing with the proposed right-of-way, N 19°55'25" E for a distance of 0.94 feet;
- Thence (#L7) continuing with an extension of the southerly property line, S 54°10'20" E for a distance of 0.26 feet to the said Point of Beginning.

The above described parcel of land contains 0.12 s.f. (0.000 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 5 – EXHIBIT F

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.85 acre parcel known as Hamilton County Auditors parcel number 036-0001-0305 (O.R. 11742, Pg 1336) under the ownership of 300 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the westerly property line;

Thence continuing with an extension of the westerly property line, N 35°37'14" E for a distance of 67.07 feet;

Thence continuing with the proposed right-of-way, S 70°04'35" E for a distance of 98.66 feet;

Thence (#C11) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=147.99 feet, with a Chord Bearing of N 80°59'21" E for a Chord distance of 133.47 feet to the said Point of Beginning.

The above described parcel of land contains 5,702.83 s.f. (0.131 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 6 – EXHIBIT G

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 1.265 acre parcel known as Hamilton County Auditors parcel number 036-0001-0310 (O.R. 13119, Pg 1776) under the ownership of The Port of Greater Cincinnati Development Authority, of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Medpace, being a point 94.99' from the center of the existing round-a-bout, being the intersection with the easterly property line;

Thence (#12) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=91.48' feet, with a Chord Bearing of N 26°47'25" W for a Chord distance of 87.99 feet;

Thence (#C13) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=62.60 feet, Length=17.79' feet, with a Chord Bearing of N 61°11'45" W for a Chord distance of 17.73 feet;

Thence continuing with the existing right-of-way, N 69°16'33" W for a distance of 107.95 feet;

Thence continuing with the proposed right-of-way, S 70°04'35" E for a distance of 207.65 feet;

Thence continuing with an extension of the westerly property line, S 35°37'14" W for a distance of 67.07 feet to the said Point of Beginning.

The above described parcel of land contains 3,555.19 s.f. (0.082 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

TRACT 7 – EXHIBIT H

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being adjacent to a 3.586 acre parcel known as Hamilton County Auditors parcel number 036-0001-0326 (Remainder) under the ownership of 400 Medpace Way, LLC of the Hamilton County, Ohio, Recorder's Office, being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Medpace Way (See Exhibit);

Thence (#C15) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=73.00 feet, Length=14.54' feet, with a Chord Bearing of S 86°54'29" E for a Chord distance of 14.52 feet;

Thence (#C16) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=94.99 feet, Length=102.93' feet, with a Chord Bearing of N 76°06'15" E for a Chord distance of 97.97 feet;

Thence (#C17) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=53.00 feet, Length=16.36' feet, with a Chord Bearing of N 47°10'17" E for a Chord distance of 16.29 feet;

Thence (#C18) continuing with the existing right-of-way along a circular curve to the left having the following data: Radius=170.00 feet, Length=71.27' feet, with a Chord Bearing of N 26°19'14" E for a Chord distance of 70.75 feet;

Thence (#C21) continuing with the existing right-of-way along a circular curve to the right having the following data: Radius=190.00 feet, Length=25.60' feet, with a Chord Bearing of S 16°03'48" W for a Chord distance of 25.58 feet;

Thence continuing with the proposed right-of-way, S 19°55'25" W for a distance of 80.80 feet;

Thence (#C22) continuing with the proposed right-of-way along a circular curve to the right having the following data: Radius=40.00 feet, Length=62.83' feet, with a Chord Bearing of S 64°55'25" W for a Chord distance of 56.57 feet;

Thence continuing with the proposed right-of-way, N 70°04'35" W for a distance of 70.39 feet to the said Point of Beginning.

The above described parcel of land contains 4,639.32 s.f. (0.107 Acres), more or less. This tract of land is intended to be attached to the above described adjoining parcel of land ownership.

Bearings are based on a Plat of Survey by Kleingers and Associates and a Dedication Plat of Medpace Way (Plat Book 430, Pages 20-21) of the Hamilton County Recorder's Office. This description is the result of an actual land survey performed by Byrnside Surveying for Brandstetter Carroll Inc. in March of 2020.

Exhibit D

to Property Sale Agreement

Attorney's Certificate of Title

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

100 Medpace Way, LLC, an Ohio limited liability company, has requested to acquire by land sale the public right-of-way known as a Portion of Medpace Way Round-a-Bout, as more particularly described and shown on Exhibit A attached hereto and incorporated herein by reference (the "Property").

| NAME OF ABUTTING OWNER | AUDITOR'S ID NO. |
|---|---------------------|
| 100 Medpace Way, LLC | 036-0001-0321 |
| 200 Medpace Way, LLC | 036-0001-0303 |
| 300 Medpace Way, LLC | 036-0001-0309 |
| 400 Medpace Way, LLC | 036-0001-0326 |
| Port of Greater Cincinnati Development Authority | 036-0001-0310 |

I, the undersigned attorney at law, practicing in Hamilton County, Ohio, hereby certify that the above listed owners are all of the owners of the land abutting the Property, currently known as Red Bank Road, as more particularly shown on Exhibit A attached hereto and incorporated herein by reference.



Barrett P. Tullis
Attorney at Law
Ohio Attorney Registration No.
0082531
July 6, 2020

10061493.1