



**RHODIUM CAPITAL ADVISORS  
LLC  
C/O VCORP Services LLC S/A  
108 W. 13th Street, Ste. 100  
Wilmington, Delaware 19801**

**and**

**FANNIE MAE  
C/O JONES LANG LASALLE  
MULTIFAMILY LLC  
4177 Youngman Avenue  
St. Paul, Minnesota 55116**

**and**

**THE SHERWIN-WILLIAMS  
COMPANY  
1321 N. Industrial Parkway, #1000  
Brunswick, Ohio 44212**

**SERVE ALSO:**

**Mr. Michael Bach  
25 Whitney Drive, Ste. 106  
Milford, Ohio 45150**

**and**

**WE WORK FOR YOU LLC  
10164 Snowflake Lane  
Cincinnati, Ohio 45241**

**SERVE ALSO:**

**Mr. Ronald Kelly, S/A  
3301 Colerain Avenue  
Apt. 215  
Cincinnati, Ohio 45225**

**and**

**WASH MULTIFAMILY LAUNDRY  
SYSTEMS**

100 N. Pacific Coast HWY, 12<sup>th</sup> Fl :  
El Segundo, California 90245 :

**SERVE ALSO:** :

Automatic Apartment :  
Laundries, Inc., S/A :  
100 N. Sepulveda Blvd., :  
12<sup>th</sup> Fl. :  
El Segundo, California 90245 :

and :

A&W ELECTRIC SOLUTIONS LLC :  
C/O Adrian Williams, S/A :  
7750 Compton Lake Drive, Ste. D :  
Cincinnati, Ohio 45231 :

and :

VERNON MENIFEE :  
DBA Wright Way Construction :  
1980 Baltimore Avenue :  
Cincinnati, Ohio 45225 :

and :

VALLEY ASPHALT :  
CORPORATION :  
1641 Mosteller Road :  
Cincinnati, Ohio 45241 :

**SERVE ALSO:** :

CT Corporation System :  
4400 Easton Commons :  
Ste. 125 :  
Columbus, Ohio 45219 :

and :

JOHN DOE :  
Unknown :  
Cincinnati, Ohio :

**and** :  
 :  
**JANE DOE** :  
**Unknown** :  
**Cincinnati, Ohio** :  
 :  
**and** :  
 :  
**HAMILTON COUNTY, OHIO** :  
**C/O Hamilton County Prosecutor** :  
**230 E. Ninth Street, Ste. 4000** :  
**Cincinnati, Ohio 45202** :  
 :  
**and** :  
 :  
**THE REAL PROPERTIES** :  
**LOCATED AT 200 W. GALBRAITH** :  
**ROAD, ET AL. (IN REM)** :  
 :  
**Defendants.** :

Now come Plaintiffs City of Cincinnati and the Cincinnati Board of Health (hereinafter collectively the “City”), and for its Complaint against Defendants BRC Williamsburg Holdings LLC, Dasmen Residential LLC, and Rhodium Capital Advisors, LLC (hereinafter collectively “Defendants”); Fannie Mae; The Sherwin-Williams Company; We Work for You LLC; WASH Multifamily Laundry Systems; A&W Electric Solutions LLC; Vernon Menifee; Valley Asphalt Corporation; John Doe; Jane Doe; Hamilton County, Ohio; and the real properties located at 200 West Galbraith Road and respectfully states as follows:

**THE PARTIES**

1. Plaintiff City of Cincinnati is a home-rule municipal corporation chartered under Article XVIII, Section 7 of the Ohio Constitution and acting pursuant

to the Charter of the City of Cincinnati, through its City Solicitor. The City is located in Hamilton County, Ohio.

2. The City brings this action pursuant to R.C. 715.30 on behalf of itself and its residents to obtain injunctive relief to enforce violations of building, health, and safety codes.

3. The City brings this action pursuant to R.C. 715.26 and R.C. 715.261 on behalf of itself and its residents to obtain injunctive relief to abate a public nuisance.

4. Plaintiff the Cincinnati Board of Health is the board of health of a general health district having authority to make such orders and regulations as are necessary for the public health and the prevention, abatement and suppression of nuisances within the city of Cincinnati, Ohio, and brings this action pursuant to its power and authority pursuant to R.C. 3707.021 to obtain injunctive relief to enforce its orders.

5. At all times relevant to this action, BRC Williamsburg Holdings, LLC is the owner and/or a person in control of 976 residential units at real property known as Williamsburg Apartments & Townhomes located at 200 West Galbraith Road, Cincinnati, Ohio 45215, and more particularly described in the attached Exhibit A (hereinafter the "Williamsburg Apartments"). Defendant BRC Williamsburg LLC is a Delaware limited liability company registered to do business in Ohio as a foreign corporation.

6. At all times relevant to this action, Dasmen Residential LLC is the parent company, member and alter ego of BRC Williamsburg Holdings LLC. Dasmen

Residential LLC is in control of Williamsburg Apartments through its control of BRC Williamsburg Holdings LLC and management agents of the premises including but not limited to the execution of financing documents for fixtures at the premises. Defendant Dasmen Residential LLC is a Delaware limited liability company registered to do business in Ohio as a foreign corporation with its primary place of business in Ramsey, New Jersey.

7. At all times relevant to this action, Rhodium Capital Advisors LLC is the owner and/or person in control of Williamsburg Apartments, and has held itself out as the owner to the City. Defendant Rhodium Capital Advisors LLC is a Delaware limited liability company that is unregistered to do business in Ohio with its primary place of business in New York, New York.

8. Upon information and belief, Defendant Fannie Mae may claim an interest or right in Williamsburg Apartments through instruments which were recorded in the Official Records for the Recorder for Hamilton County, Ohio.

9. Upon information and belief, Defendant The Sherwin-Williams Company may claim an interest or right in Williamsburg Apartments through instruments that were recorded in the Official Records for the Recorder for Hamilton County, Ohio.

10. Upon information and belief, Defendant We Work for You LLC may claim an interest or right in Williamsburg Apartments through instruments that were recorded in the Official Records for the Recorder for Hamilton County, Ohio.

11. Upon information and belief, Defendant WASH Multifamily Laundry Systems may claim an interest or right in Williamsburg Apartments through instruments that were recorded in the Official Records for the Recorder for Hamilton County, Ohio.

12. Upon information and belief, Defendant A&W Electric Solutions LLC may claim an interest or right in Williamsburg Apartments through instruments that were recorded in the Official Records for the Recorder for Hamilton County, Ohio.

13. Upon information and belief, Defendant Valley Asphalt Corporation may claim an interest or right in the Properties through instruments that were recorded in the Official Records for the Recorder for Hamilton County, Ohio.

14. Upon information and belief, Defendant Vernon Menifee may claim an interest or right in Williamsburg Apartments through instruments that were recorded in the Official Records for the Recorder for Hamilton County, Ohio.

15. Upon information and belief, Defendant John Doe may claim an interest or right in Williamsburg Apartments through a lease agreement for possession of the premises.

16. Upon information and belief, Defendant Jane Doe may claim an interest or right in Williamsburg Apartments.

17. Upon information and belief, the County of Hamilton, Ohio may have an interest in Williamsburg Apartments because of unpaid real estate taxes.

## STATEMENT OF FACTS

18. The City files this action against Defendants to ensure the health, safety and welfare of the residents of Cincinnati.

19. On or about November 24, 2022, on Thanksgiving, a fire occurred at Williamsburg Apartments.

20. Responding to the emergency, the Cincinnati Fire Department (“CFD”) attempted to access the private fire hydrants owned and maintained by Defendants to extinguish the blaze.

21. Unbeknownst to CFD, the private pipes supplying the water to the hydrants had deteriorated and drawing substantial amounts of water caused the pipes to hemorrhage, resulting in the need to stop water service to the complex until repairs could be made.

22. As a result, residents were without water service over the Thanksgiving holiday.

23. Defendants were unable to cause the repairs to be made, and the City offered to make the repairs at Defendants’ expense.

24. Defendants agreed to the City’s terms, including payment of the cost associated with the repairs. See attached Exhibit B.

25. The City completed repairs and water service was restored on November 29, 2022.



26. However, the general condition of Williamsburg Apartments is in a state of continual decline due to the Defendants' disinvestment both in terms of capital and staffing.

27. While Defendants admit that the premises is in disrepair and there is inadequate staffing, Defendants have failed to demonstrate a meaningful commitment to addressing the immediate or long-term needs of the property.

28. Defendants' actions and inactions have resulted in destabilizing a significant portion of the housing of an entire community, requiring intervention by the Court to ensure the protection of public health and safety.

#### **GENERAL DECLINE OF WILLIAMSBURG APARTMENTS**

29. The Williamsburg Apartments were constructed in the 1970s.

30. Comprising over 976 units, it provides a substantial portion of the housing in the Hartwell neighborhood and an important source of housing in the City.

31. Defendants acquired Williamsburg Apartments in 2018.

32. At the time Defendants acquired the premises, Williamsburg Apartments were already in a state of disrepair.

33. However, instead of reversing the trend, the decline in conditions and management accelerated over the last five years, leading to conditions that present a serious threat to the health and safety of the community.

34. Generally, the Williamsburg Apartments suffer from widespread deferred maintenance.

35. Rather than engaging in regular and preventative maintenance, Defendants have ignored routine upkeep.

36. Relatively minor issues have compounded over time, leading to serious issues throughout the premises that disrupt quality of life and threaten the health and safety of residents.

37. For example, Defendants' failure to engage in routine winterization preparation caused significant damage to the premises during the winter storm from December 23 to December 24, 2022.

38. Failing to turn off water while shutting off HVAC in common areas and vacant units caused pipes to freeze in the sub-zero temperatures.

39. When temperatures rose, water pipes burst throughout the complex, resulting in flooding and water damage to dozens of occupied units.

40. Over the following three days, the Cincinnati Fire Department responded to Williamsburg Apartments almost twenty times for flooding from water leaks, necessitating water shut off to preserve the premises from long-term water damage.

41. In addition to the water damage from the burst pipes, the service disruption impacted additional tenants who were deprived of water service over the holiday weekend.

42. The Williamsburg Apartments have additional widespread and pervasive health, building and fire code violations.

43. Water from the elements and private plumbing as well as sewage infiltration is a significant issue throughout the complex because of deferred maintenance.

44. Many sewer pipes removing waste are blocked, causing backup in units.

45. As previously mentioned, the private pipes supplying the fire hydrants have deteriorated and are unable to provide sufficient water without leaking, resulting in fire hydrants being taken out of service.

46. The roofs, siding, soffits, gutters, and downspouts have also aged substantially and are beyond their life expectancy, resulting in water leaks.

47. The water infiltration caused by leaking pipes and roofs has weakened ceilings and floors, damaged plaster and dry wall and other surfaces.

48. In several cases, ceilings have collapsed due to water damage.

49. Some individual units do not have hot water or functioning toilets.

50. In addition, the water has caused moisture and the growth of mold that constitutes a threat to the health and well-being of the residents.

51. Sidewalks, interior and exterior doors, stairs, treads, bannisters and guardrails are missing and/or broken.

52. Balconies for individual units on the premises are deteriorating and rusting.

53. A wooden pedestrian bridge at the property is rotted, has peeling paint, and is covered in vegetation that is further deteriorating the wood construction.

54. The fitness center has water damage from plumbing and roof leaks.

55. Laundry rooms have mold growth from active water leaks that also resulted in damage to laundry equipment.

56. The cement surfaces of the tennis courts are cracked and in disrepair.

57. The stone masonry fencing around the premises and swimming pools are deteriorated with missing bricks and/or mortar.

58. The brick facades of dozens of the residential buildings are missing bricks and mortar.

59. The parking surfaces are also cracked and have potholes and ruts from neglect.

60. All three swimming pools at the premises are inoperative and partially filled with stagnant water.

61. The pool houses are damaged and require complete renovation from water leaks.

62. Rodent and insect infestations are common throughout the complex as are tall grass and litter.

63. Electrical hazards like broken lighting fixtures and hazardous wiring are prevalent.

64. Several of the buildings have mixed aluminum and copper wiring without approved splices – the differential in heat between the two metals while conducting electricity causes sparking and can cause a fire.

65. Defendants have also failed to maintain Williamsburg Apartments in compliance with the fire code.

66. There is inadequate exit lighting throughout the premises.
67. Fire hydrants are inoperable at several locations.
68. Fire doors and exit doors are not in good repair with automatic and/or self-closers.
69. There is accumulated garbage and refuse that is subject to combustion on or about exits, stairs, and/or in proximity to HVAC or electric equipment.
70. Smoke detectors are missing and/or inoperable in the common areas of the premises and individual units.
71. Fire separation between units has been breached and not restored.
72. Defendants have also violated the health code due to defective plumbing, no heat, mold, no water and rodent infestations at Williamsburg Apartments.
73. The City has issued orders to correct the aforementioned safety violations at Williamsburg Apartments.
74. Defendants have failed to comply with the orders.
75. Defendants' disinvestment has also created an inviting environment for criminal activity.
76. The security gates of the premises are inoperable from disrepair, leaving the property open to persons who engage in criminal activity.
77. Inadequate lighting and vegetation overgrowth create ideal conditions for victimization.

78. There is a disproportionate amount of crime at Williamsburg Apartments, in particular vehicle theft and thefts from vehicles because of conditions that are advantageous to criminals.

79. During the last two years, there have been 72 thefts from vehicles, 54 burglaries or breaking and entries, 49 vehicle thefts and 50 other thefts.

80. During the same time period, there have been 17 violent crimes at Williamsburg Apartments, including 6 robberies, 9 aggravated assaults and 3 shootings.

#### **DEFENDANTS' SYSTEMATIC DISINVESTMENT AND MISMANAGEMENT**

81. The continual decline of Williamsburg Apartments is not due to Defendants' lack of resources.

82. Defendants operate dozens of properties across 18 states.

83. In 2019, a year after Defendants acquired Williamsburg Apartments, Defendants obtained a \$74 million loan secured by the real estate.

84. No substantial amount of the loan was invested in Williamsburg Apartments, despite Defendants' admission that they knew of the complex's declining condition.

85. Williamsburg Apartments is not able to meet the basic obligations required to operate the premises safely.

86. In November, notices were posted at Williamsburg Apartments by Duke Energy that the power would be disconnected due to nonpayment.

87. Defendants have stated to the City that if orders and fines continued to be levied, the property would be insolvent.

88. Defendants have been named in a civil suit alleging breach of contract arising from non-payment of about \$25,000 to an HVAC contractor for services rendered between March and July of 2021.

89. Five contractors have filed mechanics liens against the property: (i) in the amount of \$20,060.05 for work done in November of 2021; (ii) in the amount of \$186,660.00 for work between June of 2021 and April 2022; (iii) in the amount of \$7,046.00 for work between September and November of 2022; (iv) in the amount of \$145,642.90 for work in June of 2022; and (v) in the amount of \$129,394.50 for supplies provided in July of 2022.

90. Defendants also breached their agreement with the City for the water pipe repairs by failing to remit \$12,430.69 by December 30, 2022.

91. Defendants also failed to pay over \$268,018.00 in real estate taxes in 2022.

92. While the complex is 88% occupied, Defendants are collecting less than 50% of the rent from occupied units.

93. The lack of capital has resulted in insufficient resources to properly manage Williamsburg Apartments, including adequate staffing.

94. Defendants only have ten full-time maintenance staff assigned to Williamsburg Apartments as well as five office staff.

95. Some of the maintenance staff are not qualified for the jobs they have been hired to do.

96. The HVAC technician employed by Defendants is certified only to work on electric systems.

97. However, the HVAC systems at Williamsburg Apartments are gas fueled.

98. Such unqualified personnel create a safety hazard for both themselves, the other maintenance staff, and tenants.

99. In attempting to make a repair to the gas systems in a unit, the HVAC technician left the gas line leaking in the apartment, informing the City inspector that gas leak was normal and expected.

100. Without intervention from the City inspector, the HVAC technician could have caused an explosion that could have potentially seriously injured or killed the tenants in the building.

101. Shoddy workmanship from contractors and maintenance staff at Williamsburg Apartments is routine.

102. When repairs are made, some fail because the quality of the repairs are substandard.

103. Aggravating the issues is the failure to obtain permits from the City to ensure that what repairs are being attempted are compliant with safety requirements such as fire separation.



104. While Williamsburg Apartments has an online system for tenants to create work orders for their units, Defendants have admitted that work orders are frequently closed before the completion of the work.

105. The maintenance staff's malfeasance goes beyond mere ineffectiveness.

106. One of the maintenance staff broke into the office and stole tenants' rent checks.

107. Defendants have refused to allocate the resources necessary to address the hazardous conditions at Williamsburg Apartments.

#### **IMPACT ON RESIDENT HEALTH AND SAFETY**

108. The conditions at Williamsburg Apartments have negatively impacted the health of the residents of the complex.

109. There is a disproportionate number of cases of asthma among the residents of the complex as compared to the general population.

#### **COUNT I: STATUTORY PUBLIC NUISANCE** **UNFIT LIVING CONDITIONS** **(Ohio Revised Code Section 3767.41)**

110. The City incorporates by reference as if fully restated herein all allegations of the preceding paragraphs.

111. The Williamsburg Apartments contains buildings used or intended to be used for residential purposes and that are not occupied by its owner.

112. The Williamsburg Apartments are a menace to the public health, welfare, or safety; are structurally unsafe, unsanitary, or not provided with adequate safe egress; constitute a fire hazard, are otherwise dangerous to human life, or are

otherwise no longer fit and habitable; and their current use constitutes a hazard to the public health, welfare, or safety due to inadequate maintenance.

113. The City is entitled under R.C. 3767.41 to an order of remedial action in its favor and against Defendants.

## COUNT II: COMMON LAW PUBLIC NUISANCE

114. The City incorporates by reference as if fully restated herein all allegations of the preceding paragraphs.

115. Defendants have created and maintained a public nuisance at the Williamsburg Apartments through violations of the Ohio Revised Code and Cincinnati Municipal Code and their associated administrative regulations relating to housing quality standards.

116. Defendants have intentionally allocated resources away from proper maintenance and care of the premises to prioritize profits over providing safe and sanitary housing.

117. The negligent, reckless, and intentional conduct by Defendants significantly and unreasonably interferes with the public health, welfare, and safety in Cincinnati.

118. The creation and maintenance of the public nuisance by Defendants has produced a long-lasting effect which they know or reasonably should know has a significant effect on public health, welfare, and safety in Cincinnati and the residents of Cincinnati have a common right to be free from such conduct.

119. The creation and maintenance of the nuisance by Defendants has caused the City damage, including increased police, fire, health, emergency, and corrections costs for inspections and the cost of attempting to eliminate the hazard and decreased tax revenue.

120. The City is entitled to an order of remedial action in its favor and against Defendants.

**COUNT III: INJUNCTIVE RELIEF FOR OUTSTANDING  
BUILDING AND FIRE CODE VIOLATIONS  
(Ohio Revised Code Section 715.30)**

121. The City incorporates by reference as if fully restated herein all allegations of the preceding paragraphs.

122. Conditions exist at Williamsburg Apartments in violation of the Cincinnati Municipal Code.

123. Those violations constitute a hazard to public health, safety, and welfare.

124. Defendants have been ordered to remedy those conditions and/or to comply with the requirements of the Cincinnati Municipal Code.

125. Upon information and belief, those conditions have not been remedied.

126. Pursuant to R.C. 715.30, the City is entitled to an injunction to prevent or terminate any outstanding violations of the Cincinnati Municipal Code related to code violations.

**COUNT IV: INJUNCTIVE RELIEF FOR OUTSTANDING  
HEALTH CODE VIOLATIONS  
(R.C. 3707.021)**

127. The City incorporates by reference as if fully restated herein all allegations of the preceding paragraphs.

128. Conditions exist at the Williamsburg Apartments in violation of Cincinnati Board of Health Regulations.

129. Those violations constitute a hazard to public health, safety, and welfare.

130. Defendants have been ordered to remedy those conditions.

131. Upon information and belief, those conditions have not been remedied.

132. Pursuant to R.C. 3707.021, the City is entitled to an injunction to prevent or terminate the aforementioned violations.

**COUNT VI: CIVIL OFFENSES  
(Cincinnati Municipal Code Chapter 1501)**

133. The City incorporates by reference as if fully restated herein all allegations of the preceding paragraphs.

134. Defendants have violated Cincinnati Municipal Code Section 1501-9, pertaining to fines for civil offenses. See attached Exhibit C.

135. The City provided notices of civil offense and civil fine to Defendants.

136. Defendants failed to respond within the proscribed time period; thus, they are in default and the civil fines owed are delinquent.

137. Defendants have not paid any of the amounts due, totally \$50,300.00.

**COUNT VII: COST OF ABATEMENT OF A PUBLIC NUISANCE**  
**(R.C. 715.261)**

138. The City incorporates by reference as if fully restated herein all allegations in the preceding paragraphs.

139. The Williamsburg Apartments are public nuisances as threats to the public health, safety and welfare because of the hazards present thereupon as evidenced by the outstanding orders to correct building, health and fire code violations.

140. The City is entitled to collect the total cost of abating the public nuisances at the Williamsburg Apartments from the Defendants pursuant to R.C. 715.261(B) including but not limited to the costs of this action and attorney's fees.

**COUNT VIII: BREACH OF CONTRACT**

141. The City incorporates by reference as if fully restated herein all allegations of the preceding paragraphs.

142. Defendants and the City entered into an agreement attached hereto as Exhibit B for the repair at the Williamsburg Apartments.

143. The City has complied with its obligations under the agreement.

144. Defendants have materially breached their obligations under the agreement by failing to tender payment as required on December 30, 2022.

145. Defendants have caused the City damage for failure to pay \$12,430.69 in a timely manner.

**COUNT IX: APPOINTMENT OF A RECIEVER**  
**(Ohio Revised Code Chapter 2735)**

146. The City incorporates by reference as if fully restated herein all of the allegations of the preceding paragraphs.

147. The City has a probable interest in the Williamsburg Apartments including, but not limited to, collecting the amounts due as alleged in this Complaint.

148. The City's interest in the Williamsburg Apartments is in danger of being lost, removed or materially injured because the real property is blighted, a nuisance, and a threat to health, safety and welfare of the public and its occupants, therefore the City is entitled to appointment of a receiver pursuant to R.C. 2735.01(A)(1).

149. The City is entitled to the appointment of a receiver at the Williamsburg Apartments to protect the community from the nuisance conditions pursuant to R.C. 2735.01(A)(7).

150. The City is entitled to appointment of a receiver through the usages of equity pursuant to R.C. 2735.01(A)(1) and (A)(7).

**WHEREFORE**, the City requests that this Court issue the following relief:

A. Grant a preliminary and permanent judgment declaring Williamsburg Apartments constitute a public nuisance as defined by R.C. 3767.41;

B. For an order granting a preliminary and permanent injunction requiring the Defendants to abate the public nuisance at Williamsburg Apartments forthwith pursuant to R.C. 3767.41;

C. For an order appointing a receiver for Williamsburg Apartments pursuant to R.C. 3767.41;

D. Any other injunctive relief that may arise relating to the appointment of a receiver and abatement of the public nuisance including, but not limited to, providing access to Williamsburg Apartments for an assessment by experts to determine the financial and constructive plan needed to remediate the conditions at the properties; to rehabilitate the buildings; and to perform such work and furnishing materials necessary to comply with the code and abate the public nuisance at Williamsburg Apartments;

E. Enter an order granting the receiver's costs as a priority lien on the Williamsburg Apartments;

F. Enter an order appointing a receiver to abate the nuisance at the Williamsburg Apartments pursuant to the Court's equitable jurisdiction as authorized by R.C. 2735.01(A)(1) and (A)(7) to protect the City's interest;

G. For an order of remedial action under the City's common law nuisance claim in the City's favor and against Defendants regarding Williamsburg Apartments;

H. For an order granting a preliminary and permanent injunction pursuant to R.C. 715.30 requiring Defendants to comply with all health and safety requirements of the Cincinnati Municipal Code;

I. For an order granting a preliminary and permanent injunction pursuant to R.C. 3707.021 requiring Defendants to comply with all health orders;

J. For judgment against Defendant for payment of all unpaid fees, fines, assessments and bills, and any other amounts owed pursuant to the Cincinnati

Municipal Code, the Ohio Revised Code, or upon the discovery of new information, and order payment of interest and costs as permitted by law;

K. For an order requiring Defendants to pay the City the total cost of abating the public nuisances pursuant to R.C. 715.261;

L. For an order of specific performance of the agreement between Defendants and the City;

M. For judgment in an amount to be determined at trial;

N. Awarding the City such other extraordinary, declaratory and/or injunctive relief as permitted by law or equity as necessary to assure that the City has an effective remedy; and

O. For such other and further relief as the Court deems equitable, just and proper.

Respectfully submitted,

**EMILY SMART WOERNER (0089349)**  
**City Solicitor**



Mark Manning (0088331)  
Chief Counsel

Jon Vogt (0090781)  
Assistant City Solicitor

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Cincinnati, Ohio 45202

Phone: (513) 352-4576

[mark.manning@cincinnati-oh.gov](mailto:mark.manning@cincinnati-oh.gov)

**TO THE CLERK: PLEASE SERVE DEFENDANTS WITH THE SUMMONS AND COMPLAINT BY CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED.**



13883 01215

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Cincinnati, County of Hamilton, State of Ohio.

**TRACT 1 (Fee Simple):**

**Parcel I:**

Situated in Section 8, Township 3, Entire Range 1, Springfield Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the North line of Galbraith Road at the Southeast corner of the land as shown on Registered Title Certificate No. 8884 of the Registered Land Records of Hamilton County, Ohio;

Thence from said beginning point, North 86°52' West, along the North line of Galbraith Road, 802.20 feet;

Thence leaving said road, North 03°08' East, 59.24 feet; Thence South 86°52' East, 132.50 feet;

Thence North 03°08' East, 90.00 feet;

Thence North 86°52' West, 182.50 feet;

Thence South 03°08' West, 149.24 feet to a point in the North line of Galbraith Road;

Thence with the North line of said road, North 86°52' West, 294.46 feet;

Thence North 46°46' West, 116.80 feet;

Thence North 03°08' East, parallel with the East line of said Registered Land, 556.77 feet;

Thence North 86°52' West, parallel with Galbraith Road, 230.00 feet;

Thence North 34°08' West, 115.60 feet; Thence North 03°08' East, 143.00 feet;

Thence North 22°20'39" East, 32.37 feet; Thence North 48°22' East, 334.32 feet;

Thence South 86°52' East, parallel with Galbraith Road, 520.00 feet;

Thence South 03°08' West, parallel with the East line of said Registered Land, 223.00 feet;

Thence South 51°08'40" East, 539.56 feet;

Thence South 76°54' East, 335.00 feet to the East line of said Registered Land;



13883 01216

Thence South 03°08' West, along the East line of said Registered Land; 537.00 feet to the North line of Galbraith Road, the Southeast corner of said Registered Land and the Place of Beginning.

**Parcel II:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point in the North line of Galbraith Road, at the Southeast corner of the land as shown on Registered Title Certificate No. 8884 of the Registered Land Records of Hamilton County, Ohio;

Thence North 86°52' West, along the North line of Galbraith Road, 1146.66 feet; Thence leaving Galbraith Road, North 46°46' West, 116.80 feet;

Thence North 3°08' East, parallel with the East line of said Registered Land, 275.27 feet to the Place of Beginning for this description;

Thence from said beginning point, North 3°08' East, parallel with the East line of said Registered Land, 117 feet;

Thence North 86°52' West, parallel with Galbraith Road, 101.50 feet;

Thence South 3°08' West, parallel with the East line of said Registered Land, 117 feet;

Thence South 86°52' East, parallel with Galbraith Road, 101.50 feet to the Place of Beginning.

Together with an Easement being more particularly described in Deed Book 4299, Page 145 of the Registered Land Records of Hamilton County, Ohio.

Being the same premises Registered as Certificate No. 7448 Registered Land Records of Hamilton County, Ohio.

**Parcel III:**

Situated in Section 8, Town 3, entire Range 1, Springfield Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being more particularly described as follows:

Beginning at a point in the North line of Galbraith Road at the Southeast corner of the land as shown on Registered Title Certificate No. 8884, of the Registered Land Records of Hamilton County, Ohio;

Thence North 3°08' East, along the East line of said Registered Land, 1143.00 feet;

Thence North 86°52' West, 269.92 feet to the Place of Beginning for this description;

Thence from said beginning point, North 86°52' West, 143.08 feet;

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Thence North 3°08' East, parallel with the East line of said Registered Land, 86.40 feet; Thence North 45°42' East, 169.72 feet;

Thence South 44°18' East, 163.83 feet;

Thence South 45°42' West, 136.57 feet to the Place of Beginning.

Together with an Easement being more particularly described in Deed Book 4299, Page 145 of the Registered Land Records of Hamilton County, Ohio.

Being the same premises registered as Certificate No. 72621 Registered Land Records of Hamilton County, Ohio.

**Parcel IV:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the North line of Galbraith Road at the intersection of the West line of Mayfair Avenue and the North line of Galbraith Road;

Thence North 86°52' West, 105.00 feet;

Thence leaving said Galbraith Road North 03°08' East 537.00 feet to the True Place of Beginning of the following described real estate;

Thence from said beginning point, North 76°54' West, 335.00 feet; Thence North 51°08'40" West, 520.72 feet;

Thence South 86°52' East, 145.20 feet;

Thence North 03°08' East, 9.85 feet;

Thence South 86°52' East, 44.50 feet;

Thence Eastwardly on a curve line, tangent to the last described course and deflecting toward the left, having a radius of 140.00 feet, for a distance of 219.91 feet, chord of said curve bearing North 48°08' East, 197.99 feet;

Thence North 03°08' East, parallel with Mayfair Avenue 94.15 feet;

Thence South 86°52' East, 273.00 feet; Thence South 03°08' West, 189.00 feet;

Thence South 86°52' East, 100.00 feet;

Thence North 03°08' East, 189.00 feet;

Thence South 86°52' East, 50.00 feet;

Thence South 03°08' West, 606.00 feet to the Place of Beginning.

Being the residue of Registered Land Certificate No. 66218.

**Parcel V:**

Situated in Section 8, Town 3, entire Range 1, Springfield Township, and City of Cincinnati, County of Hamilton, State of Ohio and being more particularly described as follows:

Beginning at a point in the center line of Compton Road at the Northeast corner of the land as shown on Title Certificate No. 8884 of the Registered Land Records of Hamilton County, Ohio;

Thence North 45°30' West, along the center line of Compton Road, 280.82 feet;

Thence North 44°20' West along the center line of Compton Road, 257 feet to the place of Beginning for this description;

Thence from said beginning point South 45°40' West, 189.55 feet;

Thence southwardly on a curved line tangent to the last described course and deflecting toward the left, having a radius of 275.00 feet for a distance of 50.56 feet, chord of said curve bearing South 40°24' West, 50.48 feet;

Thence South 35°8' West, tangent to the last described curve, 24.52 feet;

Thence southwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 20 feet, for a distance of 31.42 feet, chord of said curve bearing South 80°8' West, 28.28 feet;

Thence North 54°52' West, tangent to the last described curve, 117.14 feet;

Thence westwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 287.50 feet for a distance of 39.92 feet, chord of said curve bearing North 50°53'20" West, 39.89 feet;

Thence North 46°54'40" West, tangent to the last described curve, 80.31 feet; Thence North 43°5'20" East, 20 feet;

Thence North 46°54'40" West, 60 feet;

Thence South 43°5'20" West, 20 feet;

Thence westwardly on a curved line deflecting toward the right, having a radius of 40 feet for a distance of 37.24 feet, chord of said curve bearing North 20°14'10" West, 35.91 feet;

Thence continuing westwardly on a curved line tangent to the last described curve and deflecting toward the left, having a radius of 40 feet, for a distance of 61.99 feet, chord of said

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curve bearing North 37°57'35" West, 55.97 feet to a point in the corporation line between Wyoming and Cincinnati;

Thence along said corporation line, the following courses and distances:

South 82°21'30" East, 111.43 feet; South 44°20' East, 17.25 feet; North 45°40' East, 230 feet to the center line of Compton Road;

Thence South 44°20' East along the center line of Compton Road 285.21 feet to the Place of Beginning.

Being the same premises registered as Certificate No. 85899.

**Parcel V-A:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the center line of Compton Road at the Northeast corner of the land as shown on Title Certificate No. 8884 of the Registered Land Records of Hamilton County, Ohio;

Thence from said beginning point, South 3°8' West along the East line of said Registered Land, 238.80 feet;

Thence North 86°52' West, 28.50 feet;

Thence South 45°40' West, 21.45 feet;

Thence South 3°8' West, 40 feet;

Thence North 86°52' West, 13 feet;

Thence South 3°8' West, 32.78 feet;

Thence southwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 8 feet for a distance of 19.41 feet, chord of said curve bearing South 72°37'57" West, 14.99 feet;

Thence westwardly on a curved line tangent to the last described curve and deflecting toward the left, having a radius of 177.50 feet for a distance of 20.03 feet, chord of said curve bearing North 41°6'3" West, 20.02 feet;

Thence North 44°20' West, tangent to the last described curve, 348.42 feet;

Thence westwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 287.50 feet, for a distance of 106.21 feet, chord of said curve bearing North 33°45' West, 105.61 feet;

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Thence continuing westwardly on a curved line tangent to the last described curve and deflecting toward the left, having a radius of 162.50 feet, for a distance of 89.91 feet, chord of said curve bearing North 39° 1' West, 88.76 feet;

Thence North 54°52' West, tangent to the last described curve, 70.01 feet;

Thence westwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 20 feet, for a distance of 31.42' feet, chord of said curve bearing North 9°52' West, 28.28 feet;

Thence North 35°8' East, tangent to the last described curve, 24.52 feet;

Thence Northwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 225 feet, for a distance of 41.36 feet, chord of said curve bearing North 40°24' East, 41.31 feet;

Thence North 45°40' East, tangent to the last described curve, 189.55 feet to the center line of Compton Road;

Thence South 44°20' East, along the center line of Compton Road, 207 feet to an angle;

Thence continuing along the center line of Compton Road, South 45°30' East, 280.82 feet to the Place of Beginning.

Being the same premises registered as Certificate No 85899 Registered Land Records of Hamilton County, Ohio.

**Parcel V-B:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the center line of Compton Road, at the Northeast corner of the land as shown on Title Certificate No. 8884 of the Registered Land Records of Hamilton County, Ohio;

Thence South 3°8' West, along the East line of said land, 238.80 feet to the Place of Beginning for this description;

Thence from said beginning point, North 86°52' West, 28.50 feet;

Thence South 45°40' West, 21.45 feet;

Thence South 3°8' West, 40 feet;

Thence North 86°52' West, 13 feet;

Thence South 3°8' West, 32.78 feet;

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Thence southwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 8 feet for a distance of 19.41 feet, chord of said curve bearing South 72°37'57" West, 14.99 feet;

Thence southwardly on a curved line concentric with the last described curve and deflecting toward the right, having a radius of 177.50 feet, for a distance of 127.02 feet, chord of said curve bearing South 17°22'3" East, 124.33 feet;

Thence South 03°08 East, 6.72 feet;

Thence South 86°52' East, 26.50 feet to the East line of said Registered Land;

Thence North 3°8' East, along the East line of said Registered Land, 217 feet to the Place of Beginning.

Together with an easement being more fully described in Deed Book 4299, Page 145 of the Registered Land Records of Hamilton County, Ohio.

Together with an Easement from Philip M. Meyers, Jr., trustee, as set out in Official Record Book 5613 Page 1068.

Being the same premises registered as Certificate No. 85899 Registered Land Records of Hamilton County, Ohio.

**Parcel VI:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the center line of Compton Road at the Northeast corner of the land as shown on Registered Title Certificate No. 8884, of the Registered Land Records of Hamilton County, Ohio;

Thence along the center line of Compton Road, North 45°30' West, 280.82 feet to an angle;

Thence North 44°20' West, 651.43 feet;

Thence leaving Compton Road, North 83°43' West, 157.19 feet;

Thence North 44°20' West, 31.36 feet;

Thence North 83°43' West, 155.28 feet;

Thence South 01°09' West, 251.34 feet;

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Thence along the East line of the land as shown on Registered Title Certificate No. 6866 of the Registered Land Records of Hamilton County, Ohio, which is also the West line of the land as shown on said Registered Title Certificate No. 8884 South 01°09' West, 879.48 feet;

Thence North 86°52' West, 301.26 feet to the true Place of Beginning of the following described real estate;

Thence South 48°22' West, 79.68 feet;

Thence North 70°52' West, 244.00 feet;

Thence North 11°49'50" West, 23.32 feet;

Thence North 19°08' East, 90.00 feet;

Thence North 70°52' West, 67.67 feet;

Thence North 19°08' East, 160.00 feet;

Thence South 70°52' East, 288.00 feet to a corner of Registered Title Certificate No. 76445 of the Registered Land Records of Hamilton County, Ohio;

Thence with the line said Registered Title Certificate No. 76445, South 03°08' West, 213.26 feet;

Thence with a line of said Registered Title Certificate No. 76445, South 86°52' East, 16.44 feet to the Place of Beginning.

Being the residue of Certificate No. 92131 of the Registered Land Records of Hamilton County, Ohio.

**Parcel VII:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the Northwest corner of Certificate of Title No. 6866 of the Hamilton County, Ohio, Registered Land Records, said corner being located on the West line of Section 8 at a point 2,606.42 feet from the Southwest corner of said Section 8;

Thence with the North line of Certificate 6866, South 87°45' East, a distance of 642.00 feet to an iron pin marking the Real Place of Beginning of this description;

Thence continuing along said North line of Certificate No. 6866, South 87°45' East, a distance of 502.50 feet to an iron pin;

Thence the following 45 courses and distances to iron pins;

South 50°00' East, 113.00 feet; South 18°26' West, 134.00 feet; South 61°09' East, 265.86 feet; South 17°38' East, 39.05 feet; North 72°22' East, 77.00 feet; North 17°38' West, 16.00 feet;



North 72°22' East, 115.00 feet; South 54°46' East, 136.75 feet; South 17°38' East, 124.36 feet; South 10°42' West, 116.28 feet; South 51°21' West, 100.04 feet; South 56°47' East, 231.00 feet; South 11°47' East, 78.50 feet; South 33°13' West, 138.91 feet; South 65°37' East, 33.57 feet; South 70°52' East, 198.40 feet; South 19°08' West, 35.00 feet with the Northwest line of Registered Land Certificate of Title 92131; North 70°52' West, 200.00 feet; North 65°37' West, 107.25 feet; North 55°36' West, 170.73 feet; South 67°10' West, 206.00 feet; North 67°50' West, 46.67 feet; South 67°10' West, 133.74 feet; North 45°01' West, 90.75 feet; North 22°50' West, 59.97 feet; North 82°50' West, 57.00 feet; North 07°10' East, 107.00 feet; North 46°38' West, 136.11 feet; South 43°22' West 79.25 feet; South 09°14' East, 130.00 feet; South 80°46' West, 170.01 feet; North 44°13' West, 48.82 feet; North 09°14' West, 15.51 feet; South 80°46' West, 125.99 feet; North 35°00' West, 64.40 feet; South 80°46' West, 34.02 feet; North 70°52' West, 71.56 feet; North 09°14' West, 118.00 feet; North 53°49' East, 68.39 feet; North 80°46' East, 23.02 feet; North 09°14' West, 73.00 feet; North 80°46' East, 197.00 feet; North 05°57' West, 78.00 feet; North 23°44' West, 264.72 feet; North 07°05' East, 229.06 feet to the Place of Beginning.

Together with a grant of easement for utilities and roadway more fully described in Deed Book 4091, Page 72 of the Registered Land Records of Hamilton County, Ohio.

Together with a roadway easement (R-1) more fully described in Deed Book 4091, Page 80 of the Registered Land Records Land Records of Hamilton County, Ohio.

Together with an easement being more particularly described in Deed Book 4299, Page 145 of the Registered Land Records of Hamilton County, Ohio.

Being the same premises Registered as Certificate No. 100327 Registered Land Records of Hamilton County, Ohio.

**Parcel VIII:**

Situated In Section 8, Town 3, Entire Range 1, Springfield Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the Southwest corner of Section 8;

Thence along the West line of Section 8, said line also being the corporation line between the cities of Wyoming and Cincinnati North 1°13' East, a distance of 1,721.78 feet to a point and the real Place of Beginning for this description of property;

Thence continuing along the West line of said Section 8, said line being the corporation line between the cities of Wyoming and Cincinnati, said line also being the West line of the original Registered Land Certificate No. 6866 North 1°13' East, a distance of 884.64 feet to a point, said point being the Northwest corner of Registered Land Certificate #6866;

Thence continuing along the corporation line between the cities of Wyoming and Cincinnati and along the North line of Registered Land Certificate No. 6866 South 87°45' East, a distance of 642.00 feet to a point;

Thence leaving said corporation line and along the West line of Registered Land Certificate No. 100327, the following 12 courses and distances:

South 7°05' West, a distance of 229.06 feet to a point; South 23°44' East, a distance of 264.72 feet to a point; South 5°57' East, a distance of 78.00 feet to a point; South 80°46' West a distance of 197.00 feet to a point; South 9°14' East, a distance of 73.00 feet to a point; South 80°46' West a distance of 23.02 feet to a point; South 53°49' West a distance of 68.39 feet to a point; South 9°14' East a distance of 118.0 feet to a point; South 70°52' East a distance of 71.56 feet to a point; North 80°46' East a distance of 34.02 feet to a point; South 35° East a distance of 64.40 feet to a point; North 80°46' East a distance of 28.62 feet to a point;

Thence along a curve deflecting to the left, subtended by a chord bearing South 47°53'51" East a distance of 265.54 feet, having a radius of 320.00 feet, an arc distance of 273.82 feet to a point, said curve being the West line of Registered Land Certificate No. 106136;

Thence North 78°38' West, a distance of 107.76 feet to a point;

Thence North 71°14'20" West, a distance of 457.23 feet to a point;

Thence South 68°44' West, a distance of 194.82 feet to a point;

Thence North 28°35' West, a distance of 85.05 feet to a point;

Thence North 77°23' West, a distance of 110.18 feet to the real Place of Beginning.

Together with an easement being more particularly described in Deed Book 4299, Page 145 of the Registered Land Records of Hamilton County, Ohio.

Being the same premises as Certificate No. 119512 Registered Land Records of Hamilton County, Ohio.

**Parcel IX:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, Hamilton County, Ohio and being more particularly described as follow:

Beginning at a point in the North line of Galbraith Road, 105 feet West of the intersection of the North line of Galbraith Road and the West line of Mayfair Avenue;

Thence the above mentioned 105 feet being measured along the North line of Galbraith Road;

Thence North 3°8' East, 537 feet;

Thence North 76°54' West, 335 feet;

Thence North 51°8'40" West, 520.72 feet to the Place of Beginning for this description.

Thence from said beginning point, North 51°8'40" West, 18.84 feet;

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Thence North 3°8' East, 91 feet;

Thence South 86°52' East, 160.50 feet;

Thence South 3°8' West, 102 feet;

Thence North 86°52' West, 145.20 feet to the Place of Beginning.

Together with an easement being more particularly described in Deed Book 4299, Page 145 of the Registered Land Records of Hamilton County, Ohio.

Being the same premises registered as Certificate No. 64819 Registered Land Records of Hamilton County, Ohio.

**Parcel X:**

Situated in Springfield Township, Section 8, Town 3, Entire Range 1, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the Southeast corner of Registered Land Title Certificate No. 8884;

Thence along the North right-of-way of Galbraith Road, North 86°52' West, a distance of 802.20 feet to the place of beginning for this conveyance;

Thence continuing along the North right-of-way of Galbraith Road, North 86°52' West, a distance of 50.00 feet to a point;

Thence leaving North of right-of-way line, North 03°08' East, a distance of 149.24 feet to a point;

Thence South 86°52' East, a distance of 128.00 feet to a point;

Thence South 03°08' West, a distance of 90.00 feet to a point;

Thence North 86°52' West, a distance of 78.00 feet to a point;

Thence South 03°08' West, a distance of 59.24 feet to the Place of Beginning. (Containing 0.032 acres.)

**Parcel XI:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, City of Cincinnati, Hamilton County, Ohio, being part of Registered Land Certificate No. 56123 and being more particularly described as follows:

Beginning at the Southeast corner of said Certificate No. 56123, said point being North 86°52'00" West, distant 105.00 feet from the intersection of the West right-of-way line of Mayfair Street and the North right-of-way line of Galbraith Road;

Thence along the North right-of-way line of Galbraith Road and the South line of said Certificate No. 56123 North 86°52'00" West, a distance of 802.20 feet to a point;

Thence leaving said right-of-way line and with an East line of Registered Land Certificate No. 97661, North 3°08'00" East, a distance of 59.24 feet to a point;

Thence along the South line of said Certificate No. 97661, South 86°52'00" East, a distance of 78.00 feet to a point and the real Place of Beginning for this description of property;

Thence along the eastern most line of said Certificate No. 97661, North 3°08'00" East, a distance of 90.00 feet to a point;

Thence South 86°52'00" East, a distance of 54.50 feet to a point;

Thence South 3°08'00" West, a distance of 90.00 feet to a point;

Thence North 86°52'00" West, a distance of 54.50 feet to the Place of Beginning. Contains 0.113 acres.

Together with an easement being more particularly described in Deed Book 4299, Page 145 of the Registered Land Records of Hamilton County, Ohio.

Being the same premises registered as Certificate No. 121557 registered land records of Hamilton County, Ohio

**Parcel XII:**

Situated in Section 8, Town 3, Entire Range 1, and being more particularly described as follows:

Beginning at a point in the center line of Compton Road at the Northeast corner of the land as shown on registered Title Certificate No. 8884 of the Registered Land Records of Hamilton County, Ohio;

Thence along the center line of Compton Road, North 45°30' West 280.82 feet to an angle;

Thence North 44°20' West, 651.43 feet;

Thence leaving Compton Road, North 83°43' West, 157.19 feet;

Thence North 44°20' West, 31.36 feet;

Thence North 83°43' West, 155.28 feet;

Thence South 1°9' West, 251.34 feet;

Thence along the East line of the land as shown on registered Title Certificate No. 6866, which is also the West line of the land as shown on Registered Title Certificate No. 8884 of the Registered Land Records of Hamilton County, Ohio, South 1°9' West, 879.48 feet;

Thence North 86°52' West, 317.70 feet;

Thence North 3°8' East, 213.26 feet;

Thence North 86°52' West, 240.00 feet;

Thence North 3°8' East, 68.82 feet to the Place of Beginning of this description;

Thence continuing with the previous line, North 3°8' East, 86.98 feet;

Thence North 40°44' East, 99.26 feet;

Thence South 3°8' West, 182.96 feet;

Thence North 70°52' West 63.00 feet to the Place of Beginning. Containing 0.1878 acres.

**Parcel XIII:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning in the center line of Compton Road at the Northeast corner of the land as shown on Registered Title Certificate No. 8884 of the Registered Land Records of Hamilton County, Ohio;

Thence along the center line of Compton Road North 45°30' West, 280.82 feet to an angle;

Thence North 44°20' West, 651.43 feet;

Thence leaving Compton Road North 83°43' West, 157.19 feet;

Thence North 44°20' West, 31.36 feet;

Thence North 83°43' West, 155.28 feet;

Thence South 01°09' West, 251.34 feet to the True Place of Beginning of the following described real estate;

Thence from said beginning point South 01°09' West, along the East line of the land as shown on registered Title Certificate No. 8866, which is also the West line of the land as shown on Title Certificate No. 8884 of the Registered Land Records of Hamilton County, Ohio, 879.48 feet;

Thence North 86°52' West, 317.70 feet;

Thence North 03°08' East, 213.26 feet;

Thence North 70°52' West, 186.67 feet;

Thence North 03°08' East, 182.96 feet;

Thence North 40°44' East, 45.58 feet;

Thence South 49°16' East, 42.01 feet;

Thence eastwardly on a curved line tangent to the last described course and deflecting toward the left, having a radius of 87.50 feet, for a distance of 32.29 feet, chord of said curve bearing South 59°50'15" East, 32.10 feet;

Thence North 03°08' East, 465.07 feet;

Thence South 82°21'30" East, 378.18 feet to the Place of Beginning and containing 8.010 acres of land.

**Parcel XIV:**

Situated in Section 8, Town 3, Entire Range 1, and being more particularly described as follows:

Beginning in the centerline of Compton Road, at the Northeast corner of the land as shown on Registered Title Certificate No. 8884 of the Registered Land Records of Hamilton County, Ohio;

Thence South 3°8' West, along the East line of said Registered Land, 455.80 feet;

Thence North 86°52' West, 26.50 feet to the Place of Beginning for this description;

Thence from said beginning point North 86°52' West, 23.50 feet;

Thence South 3°8' East, 189 feet;

Thence North 86°52' West, 100 feet;

Thence North 3°8' West, 189 feet;

Thence North 86°52' West, 119.92 feet;

Thence North 45°42' East, 136.57 feet;

Thence North 44°18' West, 163.83 feet;

Thence South 45°42' West, 169.72 feet;

Thence South 3°8' West, 86.40 feet;

Thence North 86°52' West, 10 feet;

Thence South 3°8' West, 94.15 feet;

Thence southwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 140 feet, for a distance of 219.91 feet, chord of said curve bearing South 48°8' West, 197.99 feet;

Thence North 86°52' West, tangent to the last described curve, 44.50 feet;

Thence North 3°8' East, 92.15 feet;

Thence North 86°52' West, 160.50 feet;

Thence North 3°8' East, 132 feet;

Thence North 86°52' West, 218.74 feet to the West line of said registered Title Certificate No. 8884;

Thence North 1°9' East, along the West line of said Registered Title Certificate which is also the East line of the land as shown on Registered Title Certificate No. 6866 of the Registered Land Records of Hamilton County, Ohio, for a distance of 879.48 feet;

Thence South 82°21'30" East, 128 feet;

Thence eastwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 40 feet for a distance of 61.99 feet, chord of said curve bearing South 37°57'35" East, 55.97 feet;

Thence continuing eastwardly on a curved line tangent to the last described curve and deflecting toward the left, having a radius of 40 feet, for a distance of 37.24 feet, chord of said curve bearing South 20°14'10" East, 35.91 feet;

Thence North 43°5'20" East, 20 feet;

Thence South 46°54'40" East, 60 feet;

Thence South 43°5'20" West, 20 feet;

Thence South 46°54'40" East, 80.31 feet;

Thence eastwardly on a curved line tangent to the last described course and deflecting toward the left, having a radius of 287.50 feet, for a distance of 39.92 feet, chord of said curve bearing South 50°53'20" East, 39.89 feet;

Thence South 54°52' East, tangent to the last described curve, 117.14 feet;

Thence eastwardly on a curved line tangent to the last described course and deflecting toward the left, having a radius of 20 feet for a distance of 31.42 feet, chord of said curve bearing North 80°8' East, 28.28 feet;

Thence North 35°8' East, tangent to the last described curve, 24.52 feet;

Thence northwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 275 feet, for a distance of 50.56 feet, chord of said curve bearing North 40°24' East, 50.48 feet;

Thence North 45°40' East, tangent to the last described curve, 189.55 feet to the centerline of Compton Road;

Thence South 44°20' East, along the centerline of Compton Road, 50 feet;

Thence leaving Compton Road South 45°40' West, 189.55 feet;

Thence southwardly on a curved line tangent to the last described course and deflecting toward the left, having a radius of 225 feet for a distance of 41.36 feet, chord of said curve bearing South 40°24' West, 41.31 feet;

Thence South 35°8' West, tangent to the last described curve 24.52 feet;

Thence southwardly on a curved line tangent to the last described course and deflecting toward the left, having a radius of 20 feet, for a distance 31.42 feet, chord of said curve bearing South 9°52' East, 28.28 feet;

Thence South 54°52' East, tangent to the last described curve, 70.01 feet;

Thence eastwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 162.50 feet, for a distance of 89.91 feet, chord of said curve bearing South 39°1' East, 88.76 feet;

Thence continuing Eastwardly on a curved line tangent to the last described curve and deflecting toward the left, having a radius of 287.50 feet, for a distance of 106.21 feet, chord of said curve bearing South 33°45' East, 105.61 feet;

Thence South 44°20' East tangent to the last described curve, 348.42 feet;

Thence Eastwardly on a curved line tangent to the last described course and deflecting toward the right, having a radius of 177.50 feet, for a distance of 147.05 feet, chord of said curve bearing South 20°36' East, 142.88 feet;

Thence South 3°8' West, tangent to the last described curve, 6.72 feet to the Place of Beginning.

**Parcel XV:**

Situated in Section 8, Town 3, Entire Range 1, and being more particularly described as follows:

Beginning at the Northwest corner of said Certificate of Title 6866, said corner being located on the West line of said Section 8, at a point 2606.42 feet from the Southwest corner of Section 8;

Thence with the North line of certificate 6866, South 87°45 East, a distance of 1144.50 feet to an iron pin;

Thence the following 12 courses and distance to iron pins:



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South 50°00' East, 113.00 feet; South 18°26' West, 134.00 feet; South 61°09' East, 265.86 feet; South 17°38' East, 39.05 feet; North 72°22' East, 77.00 feet; North 17°38' West, 16.00 feet; North 72°22' East 115.00 feet; South 54°46' East, 136.75 feet; South 17°38' East, 124.36 feet; South 10°42' West, 116.28 feet; South 51°21' West, 100.04 feet; South 56°47' East, 231.00 feet; South 11°47' East 78.50 feet to an iron pin marking the Real Place of Beginning;

Thence South 89°18'20" East, a distance of 223.88 feet to a point in the West line of certificate No. 92130;

Thence with said West line, South 3°08' West, a distance of 86.98 feet to a point in the North line of Certificate No. 92131;

Thence with said line North 70°52' West, a distance of 38.33 feet to a point;

Thence with West line of Certificate No. 92131, South 19°08' West a distance of 125.00 feet to an iron pin and passing through an iron pin at 110.00 feet;

Thence North 70°52' West, a distance of 198.40 feet to an iron pin;

Thence North 65°37' West, a distance of 33.57 feet to an iron pin;

Thence North 33°13' East, a distance of 138.91 feet to the Place of Beginning.

Together with an easement for roadway, parking, ingress and egress and tap-in to sewer and water mains as set forth in Deed Book 3563, Page 621, as modified by the terms and conditions of a Declaration of Vacation of Easement and Grant of Easement recorded in Official Record 5647, Page 356 of Registered Land of Hamilton County, Ohio.

**Parcel XVI:**

Situated in Section 8, Town 3, Entire Range 1, and being more particularly described as follows:

Beginning at the Southwest corner of section 8;

Thence along the West line of Section 8 and with the corporation line between the cities of Wyoming and Cincinnati North 1°13' East, a distance of 2606.42 feet a point being the Northwest corner of Original Registered Land Certificate No. 6866;

Thence along the North line of Registered Land Certificate No. 6866 and continuing along the corporation line between the cities of Wyoming and Cincinnati South 87°45' East, a distance of 1144.50 feet to a point and the real Place of Beginning for this description of property;

Thence, continuing along the North line of Registered Land Certificate No. 6866 and with the corporation line between the cities of Wyoming and Cincinnati, South 87°45' East, a distance of 162.58 feet to a point;

Thence continuing along said corporation line the following 2 courses and distances; South 54°31'30" East, a distance of 435.98 feet to a point and South 82°21'30" East, a distance of 617.31 feet to a point;

Thence along the West line of Registered Land Certificate No. 76445 following three courses and distances: South 03°08' West, a distance of 465.07 feet to a point, along a curve deflecting to the right, subtended by a chord bearing North 59°50'13" West, a distance of 32.10 feet, having a radius of 87.50 feet, an arc distance of 32.29 feet to a point and North 49°16' West, a distance of 42.01 feet to a point;

Thence South 40°44' West, a distance of 144.84 feet to a point;

Thence along the North line of Registered Land Certificate No. 101684 North 89°18'20" West, a distance of 223.88 feet to a point;

Thence along the East line of Registered Land Certificate No. 100327 the following 13 courses and distances: North 11°47' West, a distance of 78.50 feet to a point; North 56°47' West, a distance of 231.00 feet to a point; North 51°21' East, a distance of 100.04 feet to a point; North 10°42' East, a distance of 116.28 feet to a point, North 17°38' West, a distance of 124.36 feet to a point, North 54°46' West, a distance of 136.75 feet to a point, South 72°22' West, a distance of 115.00 feet to a point, South 17°38' East, a distance of 16.00 feet to a point; South 72°22' West, a distance of 77.00 feet to a point; North 17°38' West, a distance of 39.05 feet to a point; North 61°09' West, a distance of 265.86 feet to a point, North 18°26' East, a distance of 134.00 feet to a point and North 50° West, a distance of 113.00 feet to the real Place of Beginning.

**Parcel XVII:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, City of Cincinnati, and being more particularly described as follows:

Beginning at a point in the North right of way line of Galbraith Road at the Southeast corner of the land as described in Registered Land Certificate No. 8884;

Thence with said North right of way line, North 86°52'00" West, 1146.66 feet to a point;

Thence leaving said right of way, North 46°46'00" West, 116.80 feet to a point;

Thence North 03°08'00" East, 262.21 feet to an iron pin and the real Point of Beginning for this description;

Thence, North 86°52'00" West, 229.91 feet to an iron pin;

Thence along an arc deflecting to the right, having a radius of 124.00 feet a distance of 88.58 feet, the chord of said arc bears North 05°22'24" West, 86.71 feet to an iron pin;

Thence North 14°55'51" East, 92.25 feet to an iron pin;

13883 01233

Thence, along an arc deflecting to the left, having a radius of 187.50 feet, a distance of 67.09 feet, the chord of said arc bears North 04°40'50" East, 66.73 feet to a nail;

Thence North 05°34'10" West, 52.40 feet to an iron pin;

Thence South 86°52'00" East, 230.00 feet to an iron pin;

Thence South 03°08'00" West, 164.50 feet to a nail;

Thence North 86°52'00" West, 101.50 feet to an iron pin;

Thence South 03°08'00" West, 117.00 feet to a nail;

Thence South 86°52'00" East, 101.50 feet to an iron pin;

Thence South 03°08'00" West, 13.06 feet to the Real Place of Beginning. Containing 1.2939 acres of land.

For plat of said description, see Plat Book, 80, Page 8 of the Registered Land Records of Hamilton County, Ohio.

**Parcel XVIII:**

Situated in Section 8, Town 3, Entire Range 1, Springfield Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the Northeast corner of Registered Land Certificate No. 29503;

Thence along the North line of said Certificate No. 29503, North 78°38'00" West, 43.90 feet to a point;

Thence along an arc deflecting to the right, having a radius of 320.00 feet a distance of 273.82 feet, the chord of said arc bears North 47°53'51" West, 265.54 feet to a point;

Thence, North 80°46'00" East, 97.37 feet to a point;

Thence, South 09°14'00" East, 15.51 feet to a point;

Thence, South 44°13'00" East, 48.82 feet to a point;

Thence, North 80°46'00" East, 170.01 feet to a point;

Thence North 09°14'00" West, 28.00 feet to an iron pin and real Point of Beginning for this description;

Thence, continuing North 09°14'00" West, 102.00 feet to an iron pin;

Thence, North 43°22'00" East, 79.25 feet to a nail;

Thence, South 46°38'00" East, 136.11 feet to an iron pin;

Thence, South 07°10'00" West, 97.30 feet to an iron pin;

Thence North 75°45'10" West, 128.82 feet to the real Point of Beginning. Containing 0.4371 acres of land.

For plat of said legal description see Plat Book 80, Page 9 of the Registered Land Records of Hamilton County, Ohio.

**TRACT 2 (Fee Simple):**

SITUATED IN THE TOWNSHIP OF SPRINGFIELD, COUNTY OF HAMILTON AND STATE OF OHIO, AND BOUNDED AND DESCRIBED AS FOLLOWS:

PLAT BOOK 592, PAGE 17, PARCEL 145: SITUATED IN SECTION 8, TOWN 3, ENTIRE RANGE 1, SPRINGFIELD TOWNSHIP, CITY OF WYOMING, HAMILTON COUNTY, OHIO AND BEING PART OF THE ORIGINAL 1.950 ACRE PARCEL 3 IN R.L. CERTIFICATE NO 167833 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID 1.950 ACRE PARCEL, ALSO BEING THE SOUTHEAST CORNER OF A 5.894 ACRE PARCEL DESCRIBED AS PARCEL 4 IN R.L. CERTIFICATE NO. 167833, AND BEING LOCATED SOUTH 82° 21' 30" EAST A DISTANCE OF 728.62 FEET FROM A ½" IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT NO. 2 OF COMPTON KNOLLS SUBDIVISION BLOCK 2 (PB 128, PG 53); THENCE ALONG SOUTHERLY LINES OF SAID 1.950 ACRE PARCEL, THE FOLLOWING COURSES: 1. SOUTH 82° 21' 30" EAST A DISTANCE OF 239.43 FEET TO A ½" IRON PIN FOUND; 2. SOUTH 44° 20' 00" EAST A DISTANCE OF 17.25 FEET TO A ½" IRON PIN; 3. SOUTH 45° 40' 00" EAST A DISTANCE OF 60.66 FEET TO A 1" IRON PIN SET AT THE TRUE POINT OF BEGINNING; THENCE ALONG A LINE IN SAID 1.950 ACRE PARCEL, NORTH 44° 20' 00" WEST A DISTANCE OF 73.41 FEET TO A 1" IRON PIN SET; THENCE ALONG A LINE IN SAID 1.950 ACRE PARCEL, NORTH 46° 03' 34" EAST A DISTANCE OF 139.34 FEET TO A 1" IRON PIN SET IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE COMPTON ROAD (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 44° 20' 00" EAST A DISTANCE OF 72.54 FEET TO A 1" IRON PIN SET; THENCE ALONG A SOUTHEASTERLY LINE OF SAID 1.950 ACRE PARCEL, BEING A NORTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO WILLIAMSBURG OF CINCINNATI LIMITED PARTNERSHIP AND DESCRIBED AS PARCEL 5 IN R.L. CERTIFICATE NO. 150839, SOUTH 45° 40' 00" WEST A DISTANCE OF 139.34 FEET TO THE POINT OF BEGINNING, CONTAINING 0.233 ACRES MORE OR LESS.

**TRACT 3 (Easement):**

TOGETHER WITH the non-exclusive easement rights as contained in the Declaration of Shared Roadway Easement by and between Senior Lifestyle Evergreen Limited Partnership, Senior Lifestyle Wellspring Limited Partnership and CMS/Williamsburg Cincinnati Apartments, L.P. recorded in Volume 8634, Page 1793 of Hamilton County Records.



A Service of The City of Cincinnati

GREATER CINCINNATI  
WATER WORKS

Cathy Bernardino Bailey, Executive Director

December 16, 2022

Williamsburg of Cincinnati Apts.  
Attn: Shanna Modisette  
200 W. Galbraith Road  
Cincinnati, Ohio 45215

Subject: Payment for Repairs at 200 W. Galbraith Road

Dear Ms. Modisette:

Attached please find an invoice for \$12,430.69 detailing the cost of repair work performed by the City of Cincinnati's Greater Cincinnati Water Works (GCWW) to repair a leak on the private water service branch at the Williamsburg of Cincinnati Apartments complex, located at 200 W. Galbraith Road, Cincinnati, Ohio 45215 ("Property"). GCWW performed the repair work to the private water service branch at the request of the Property's owner, RRE Williamsburg Holdings LLC aka Williamsburg of Cincinnati Apts ("Owner") between November 25, 2022 through November 29, 2022.

Pursuant to paragraph 3 of the "*Private Water Service Branch Repair Agreement*" (also attached), between the City of Cincinnati and the Owner, Owner is contractually liable for the repair costs incurred by GCWW in performing the repair work to the private water service branch at the Property.

Please remit payment by December 30, 2022. Payment may be remitted to:

Greater Cincinnati Water Works  
Attn: Accounting Dept.  
4747 Spring Grove Avenue  
Cincinnati, Ohio 45232

Please contact Jon Peters at (513) 591-5048 or [jonathan.peters@gcww.cincinnati-oh.gov](mailto:jonathan.peters@gcww.cincinnati-oh.gov) with questions regarding any of the foregoing information.

Sincerely,

Verna J. Arnette  
Interim Executive Director  
Greater Cincinnati Water Works



EXHIBIT

B

tabbles

**DISTRIBUTION DIVISION  
BILL OF COST**

LOCATION: WILLIAMSBURG OF CINCINNATI APARTMENTS  
CINCINNATI, OHIO

DESCRIPTION: WILLIAMSBURG APARTMENT'S WM BREAK ON WILLIAMS BURG'S PRIVATE WM SYSTEM

DATE: 11/28/2022

REPAIR: PURSUANT TO CONTRACT NO. 300 35X2320 OF 11/28/2022, WITH WILLIAMSBURG OF CINCINNATI APARTMENTS,  
GCWW SHUTDOWN AND REPAIRED PRIVATE WATER MAIN

TO BE BILLED: WILLIAMSBURG OF CINCINNATI APARTMENTS  
ATTN: SHANNA MODISETTE, REGIONAL MANAGER  
200 W. GALBRAITH ROAD  
CINCINNATI, OHIO 45215

**TOTAL AMOUNT BILLED : \$ 12,430.89**

LABOR									
EMPLOYEE	WO #	DATE	REGULAR HOURS	OT HOURS (1.5x)	OT HOURS (2x)	REGULAR RATE	REG. TIME SUBTOTAL	OVERTIME SUBTOTAL	TOTAL
GCWW Valve Operator 1 (D2420)	1548054	11/25/2022	0.5	0	0	\$ 44.41	\$ 22.21	\$ -	\$ 22.21
GCWW Valve Operator 1 (D2418)	1548054	11/25/2022	0.5	0	0	\$ 44.41	\$ 22.21	\$ -	\$ 22.21
GCWW Valve Operator 1 (D2407)	1548107	11/28/2022	0.5	0	0	\$ 44.41	\$ 22.21	\$ -	\$ 22.21
GCWW Valve Operator 1 (D2407)	1548119	11/27/2022	3.25	0	0	\$ 44.41	\$ 144.33	\$ -	\$ 144.33
GCWW Valve Operator 1 (D2408)	1548119	11/27/2022	1.5	0	0	\$ 44.41	\$ 66.62	\$ -	\$ 66.62
GCWW Valve Operator 1 (D2410)	1548192	11/27/2022	0.5	0	0	\$ 44.41	\$ 22.21	\$ -	\$ 22.21
GCWW Valve Operator 1 (D2414)	1548132	11/27/2022	0.5	0	0	\$ 44.41	\$ 22.21	\$ -	\$ 22.21
GCWW Valve Operator 2 (D2408)	1548221	11/28/2022	3.5	0	0	\$ 48.05	\$ 168.18	\$ -	\$ 168.18
GCWW Valve Operator 2 (D2408)	1548221	11/28/2022	3.5	0	0	\$ 48.05	\$ 168.18	\$ -	\$ 168.18
GCWW Valve Operator 1 (D2401)	1548172	11/28/2022	0.33	0	0	\$ 44.41	\$ 14.80	\$ -	\$ 14.80
Asst. Supervisor Water Distribution (D2682)	1548221	11/28/2022	4	0	0	\$ 70.69	\$ 282.78	\$ -	\$ 282.78
GCWW Valve Operator 2 (D2481)	1548221	11/28/2022	8	4	0	\$ 48.05	\$ 384.40	\$ 288.30	\$ 672.70
GCWW Valve Operator 2 (2483)	1548221	11/28/2022	8	3	0	\$ 48.05	\$ 384.40	\$ 216.23	\$ 600.63
GCWW Valve Operator 2 (2485)	1548221	11/28/2022	8	4	0	\$ 48.05	\$ 384.40	\$ 288.30	\$ 672.70
GCWW Valve Operator 2 (2484)	1548221	11/28/2022	8	4	0	\$ 48.05	\$ 384.40	\$ 288.30	\$ 672.70
GCWW Crew Leader (D2688)	1548206	11/28/2022	5.5	2.5	0	\$ 58.73	\$ 312.02	\$ 212.74	\$ 524.76
GCWW Motor Equipment Operator 2 (2881)	1548206	11/28/2022	5.5	7.5	0	\$ 50.81	\$ 280.01	\$ 572.74	\$ 852.74
GCWW Truck Driver (EE 24482)	1548206	11/28/2022	5.5	7.5	0	\$ 41.78	\$ 229.79	\$ 470.03	\$ 699.82
GCWW Maintenance Worker (EE 31483)	1548206	11/28/2022	5.5	7.5	0	\$ 44.41	\$ 244.28	\$ 480.51	\$ 743.87
Asst. Supervisor Water Distribution (D2571)	1548206	11/28/2022	6	8	0	\$ 70.69	\$ 424.14	\$ 848.28	\$ 1,272.42
Sum of Labor Cost :									\$ 7,662.21
Administrative Support Charge (9.2%) :									\$ 705.48
<b>LABOR SUBTOTAL :</b>									<b>\$ 8,373.68</b>

EQUIPMENT						
DESCRIPTION	WO #	DATE	HOURS	RATE		TOTAL
Valve Van (10786)	1548054	11/25/2022	0.5	\$ 8.95		\$ 3.48
Valve Van (90480)	1548054	11/25/2022	0.5	\$ 8.95		\$ 3.48
Valve Van (10788)	1548107	11/28/2022	0.5	\$ 8.95		\$ 3.48
Valve Van (10788)	1548119	11/27/2022	3.25	\$ 8.95		\$ 22.58
Valve Van (80805)	1548119	11/27/2022	1.5	\$ 8.95		\$ 10.43
Valve Van (90494)	1548192	11/27/2022	0.5	\$ 8.95		\$ 3.48
Valve Van (80804)	1548192	11/27/2022	0.5	\$ 8.95		\$ 3.48
Valve Operator Truck w/ Valve Turner (80801)	1548221	11/28/2022	12	\$ 9.19		\$ 110.28
Valve Operator Truck w/ Valve Turner (70920)	1548221	11/28/2022	11	\$ 9.19		\$ 101.09
Valve Operator Truck w/ Valve Turner (80804)	1548221	11/28/2022	3.5	\$ 9.19		\$ 32.17
Valve Van (80802)	1548172	11/28/2022	0.33	\$ 8.95		\$ 2.99
Large Pick-up Truck (90473)	1548221	11/28/2022	4	\$ 5.07		\$ 20.28
W.W.Crew Truck	1548206	11/28/2022	10	\$ 8.60		\$ 86.00
Air Compressor	1548206	11/28/2022	10	\$ 10.78		\$ 107.80
Single Axle Dump Truck	1548206	11/28/2022	10	\$ 10.30		\$ 103.00
Backhoe	1548206	11/28/2022	14	\$ 30.24		\$ 423.36
Large Pick-up Truck (90474)	1548206	11/28/2022	14	\$ 5.07		\$ 70.98
<b>EQUIPMENT SUBTOTAL :</b>						<b>\$ 1,107.84</b>

MATERIALS						
DESCRIPTION	WO #	INV #	AMOUNT	UNIT	UNIT COST	TOTAL
Steeve, MJ, 6 inch	1548206	1884	1	Each	\$ 88.12	\$ 88.12
Wegtag, 6 inch	1548206	191	10	Each	\$ 21.78	\$ 217.81
Gaskets, MJ, 6 inch Kit	1548206	19089	10	Each	\$ 12.82	\$ 128.22
Valve, Ferrule, 2 inch	1548206	180	1	Each	\$ 214.20	\$ 214.20
Union, Copper, Flare X Flare, 2 inch	1548206	2883	2	Each	\$ 134.37	\$ 268.74
Saddles, Service, Bronze, 6 inch x 2 inch	1548206	136	2	Each	\$ 93.40	\$ 186.80
Valve, Resilient Seat, 2MJ 6in	1548206	182	1	Each	\$ 428.09	\$ 428.09
DIP, 6 inch	1548206	12318	42	FL	\$ 26.47	\$ 305.64
2" Cu Compression Fitting	1548206	372	1	Each	\$ 89.27	\$ 89.27
2" Brass Flared Fitting	1548206	3780	2	Each	\$ 146.34	\$ 292.68
Sum of Material Cost (GCWW Storeroom Cost) :						\$ 2,217.57
Material Markup (33%) :						\$ 731.80
<b>MATERIAL SUBTOTAL :</b>						<b>\$ 2,949.37</b>

**TOTAL COST : \$ 12,430.89**

CONTRACT NO. 300 35x2320

## PRIVATE WATER SERVICE BRANCH REPAIR AGREEMENT

**THIS *Private Water Service Branch Repair Agreement*** (“Agreement”) is made and entered into effective on the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, OHIO, an Ohio municipal corporation on behalf of its Greater Cincinnati Water Works (the “City”), whose address for the purposes of this Agreement is c/o Greater Cincinnati Water Works, 4747 Spring Grove Avenue, Cincinnati, Ohio 45232 and RRE WILLIAMSBURG HOLDINGS LLC aka WILLIAMSBURG OF CINCINNATI APTS LLC, an Ohio limited liability company with a principal office located at 200 W. Galbraith Road, Cincinnati, Ohio 45215 (hereinafter referred to as “Owner”).

### RECITALS

- A. Owner owns and operates a large multifamily apartment complex located at 200 West Galbraith Road, Cincinnati Ohio 45215 (Auditor Parcel ID 244-6-5) (the “Property”).
- B. On or about November 25, 2022, Owner contacted the City’s Greater Cincinnati Water Works (GCWW) to request assistance with a leak in the private water service branch at the Property that caused several hundred residents to lose water service.
- C. Pursuant to Cincinnati Board of Health Regulation sec. 00053-3, property owners are required to provide adequate water supply to rental properties. The loss of water service to the large number of residents over several days constitutes a public health and safety hazard requiring abatement to protect the public health.
- D. The City notified Owner that an emergency exists, and Owner requested that the City’s GCWW repair the private water service branch leak at the Property, which the City agrees to provide in accordance with the terms of this Agreement.
- E. Pursuant to Cincinnati Municipal Code Section 401-90(d) the director of GCWW may enter into agreements with private entities that receive water from the City to provide services related to the internal water treatment and distribution services provided that the entity names the city as an additional insured party on the entity’s insurance policy and agrees to indemnify the City in connection with the services.

**NOW THEREFORE**, in consideration of the mutual promises and obligations herein, the parties agree as follows:

1. **Services.** Cincinnati agrees to provide the Services (as further detailed in *Exhibit A -Scope of Services* hereto) to Owner subject to the terms of this Agreement (“Services”).
2. **Term.** The term of this Agreement shall commence upon the Effective Date encompass the Services provided prior to the Effective Date and shall expire on the date 30 days following the Effective Date. Notwithstanding the forgoing, Owner’s payment obligations to the City as provided herein shall survive expiration of this Agreement.
3. **Compensation.** Owner shall pay the City for the Services provided in accordance with the Compensation schedule attached hereto as *Exhibit B -Compensation* (“Services”). Following completion of the Services, the City shall provide Owner with an invoice specifying the services performed and amount due to the City. Owner agrees that any portion of the invoiced amount that remains unpaid 30 days following the invoice date shall be certified by the City to the Hamilton County Auditor as an assessment on real property tax bill pursuant to R.C. 715.26. The City has the right to exercise any remedies for nonpayment of the invoice that are available to the City for

- nonpayment of bills under Cincinnati Municipal Code Chapter 401, including without limitation, shutoff or disconnection of water service.
4. **Limitation of Liability.** The City shall take reasonable efforts to avoid causing damage to any existing improvements on the Property. With the exception of the liabilities expressly stated herein, each party hereby releases and waives claims against each other for damages or injuries resulting from the parties' negligent acts or omissions of the other party, pursuant to the activities under this Agreement. The City shall not be responsible for any damage due to changes in flow or pressure, if any, in connection with the Work. To the maximum extent permitted by law, Owner shall defend, indemnify and hold Cincinnati, its directors, officers, agents, and employees harmless from and against any and all claims, liens, demands, proceedings, investigations or causes of action, and any and all losses, damages, settlements, costs, charges, fines, penalties, legal fees, professional fees, or other expenses or liabilities of every kind and character awarded against, imposed upon, or incurred in connection or arising directly or indirectly out of Cincinnati's provision of Services pursuant to this Agreement. The parties agree and acknowledge that Cincinnati does not have any information regarding the Owner's Property or facilities and is relying on Owner to provide historic and other information in order to perform the Services under this Agreement. Owner shall be responsible for any and all losses, damages, liabilities, or claims arising from its own negligence or its failure to comply with the terms of this Agreement.
  5. **Insurance.** Throughout the Term of this Agreement, Owner shall secure and maintain Commercial General Liability Insurance for claims for bodily injury, death, or property damage in connection with the activities under this Agreement, with no less than a combined single limit for bodily injury and property damage liability of a minimum of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate. The coverage in favor of Cincinnati shall be primary and noncontributory and shall apply even if the loss is caused by the sole or contributory negligence of Cincinnati. Cincinnati shall be named as an additional insured and the policy shall contain a waiver of subrogation in favor of Cincinnati and a requirement for insurer to notify Cincinnati in writing of cancellation or modification of the policy.
  6. **Assignment.** Neither party shall have the right to assign or otherwise transfer or encumber any interest, rights or obligations in this Agreement in whole or in part, whether by contract, operation of law or otherwise, to any third party, without the prior written consent of the other party. Any attempt to assign or transfer without such prior written consent shall be void and of no effect and shall constitute a breach of this Agreement.
  7. **Disclaimer.** It is understood between the parties that Cincinnati is not the manufacturer of any equipment or parts provided pursuant to this Agreement and that no warranty, including against patent or latent defects in material, workmanship or capacity, is given, nor that said equipment or parts will meet the requirements of any particular use, law, rule, specification or contract which provides for specific machinery or apparatus or special methods. Owner understands and agrees that the Services are provided with no representation or warranty, express or implied. Cincinnati makes no warranty of any kind, express or implied, and all implied warranties, including but not limited to fitness for a particular purpose, are hereby disclaimed by Cincinnati and excluded from this Agreement.
  8. **Representations and Warranties.** The undersigned represents warrants and covenants to the City that the undersigned are all of the owners of the fee simple interest in the Property and have the power and authority to enter into this Agreement and to carry out all obligations hereunder.
  9. **Notice.** All notices given under this Agreement shall be in writing and delivered personally, by first class United States mail, or by a recognized overnight courier service. Notice shall be sent to Owner and to the City at the address listed in the caption to this Agreement. If Owner sends a notice to the City alleging that the City is in breach of this Agreement, they shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.
  10. **Waiver.** Any failure by the City to enforce its rights under this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions.
  11. **Forum selection; 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



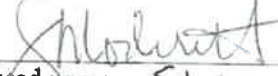
Agreement shall be brought in the Hamilton County Court of Common Pleas, and Owner agrees that venue in such court is proper. Owner hereby waives trial by jury with respect to any and all matters arising under this Agreement.

- 12. **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.
- 13. **Signatures.** This Agreement may be executed in counterparts, and a facsimile, electronic or PDF signature shall be deemed to be, and shall have the same force and effect as an original signature.


**IN WITNESS WHEREOF**, the parties have executed this Agreement effective on the latter of the dates on the dates reflected below.

**OWNER:**

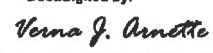
**RRE WILLIAMSBURG HOLDINGS LLC  
aka WILLIAMSBURG OF CINCINNATI APTS LLC**

by:   
printed name: Shanna Midisette  
title: Regional Manager  
date: 11/25/22

**CITY OF CINCINNATI**

By:   
Sheryl M.M. Long, City Manager  
Date: 11/29/22

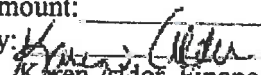
**RECOMMENDED BY:**

DocuSigned by:  
  
4898E037A794AD  
Verna J. Arnette, Interim Executive Director  
Greater Cincinnati Water Works

**APPROVED AS TO FORM BY:**

DocuSigned by:  
  
E18CFDB1A2CC459  
Assistant City Solicitor

**CERTIFICATION OF FUNDS:**

Date: 11/29/2022  
Funding: No certification required  
Amount: \_\_\_\_\_  
By:   
Karen Alder, Finance Director

**EXHIBIT A: SERVICES**

The "Services". The Services shall be defined as the necessary City activities on the Property to repair the leak to the existing service line at the Property. All Work shall be inspected by the City to verify the Work was installed according to GCWW Rules and Regulations.

The City shall not be responsible for damage to nor required to restore any personal property, gras or landscaping or improvements (including without limitation, plantings, fences, driveways, pavers, drywall, paneling, or furniture) disturbed in order to perform the Services.

Owner retains ownership of and repair responsibility for the private Service Line at all times prior during and after the Services per Cincinnati Municipal Code 401-39.

**EXHIBIT B – COMPENSATION**

- All work performed by GCWW to be billed as time and material
- Labor rates will be billed at current labor contract hourly rates and benefits in accordance with applicable Cincinnati Union contract.
- Materials billed at GCWW cost plus +5%.
- Equipment rate billed at \$100 per location visit

CSS#	Date of Offense	Case No.	Address	Amount
001067344	7/8/2015	B201404892	4722 WILLIAMSBURG RD NW	\$ 1,750.00
002008181	10/24/2019	161455	5306 KINGSWAY	\$ 650.00
002008182	10/3/2019	161451	5204 WILLIAMSBURG RD	\$ 650.00
002008183	10/3/2019	161452	5203 WILLIAMSBURG RD	\$ 650.00
002008184	10/3/2019	161453	2307 RALEIGH LN	\$ 650.00
002008185	10/24/2019	161454	5204 WILLIAMSBURG	\$ 650.00
002014500	2/25/2021	PSC2101173-01	1908 WASHINGTON CIR	\$ 1,250.00
002016604	4/22/2021	PSC2102614-02	3301 YORK LN	\$ 1,250.00
002016605	4/22/2021	PSC2102624-02	5812 WILLIAMSBURG RD	\$ 1,250.00
002016606	4/22/2021	PSC2102626-02	1501 GOVERNOR TER	\$ 1,250.00
002016833	5/18/2021	PSC2104133-01	3513 YORK LN	\$ 1,250.00
002016843	5/18/2021	PSC2104127-01	2809 RALEIGH LN	\$ 1,250.00
002017534	6/12/2021	PSC2104526-02	5401 W KINGSWAY	\$ 1,250.00
002018759	8/31/2021	PSC2108593-01	1603 GOVERNOR TER	\$ 1,250.00
002018764	8/31/2021	PSC2108589-01	3301 YORK LN	\$ 1,250.00
002018765	8/31/2021	PSC2108594-01	2108 WASHINGTON CIR	\$ 1,250.00
002018766	8/31/2021	PSC2108595-01	2102 WASHINGTON CIR	\$ 1,250.00
002019507	9/22/2020	B202002767	2202 RALEIGH LN	\$ 1,750.00
002019849	10/19/2021	PSC2110140-01	9804 CONSTITUTION DR	\$ 1,250.00
002020146	11/2/2021	PSC2110605-01	200 W GALBRAITH RD	\$ 1,250.00
002020147	11/2/2021	PSC2110622-01	1407 GOVERNOR TER	\$ 1,250.00
002022469	5/4/2022	PSC2203219-01	2805 RALEIGH LN	\$ 1,250.00
002022470	5/4/2022	PSC2203220-01	3201 YORK LN	\$ 1,250.00
002022471	5/4/2022	PSC2203221-01	4121 WILLIAMSBURG RD	\$ 1,250.00
002022473	5/4/2022	PSC2203226-01	4601 N WILLIAMSBURG RD	\$ 1,250.00
002022474	5/4/2022	PSC2203227-01	1708 WASHINGTON CIR	\$ 1,250.00
002023145	5/31/2022	PSC2205043-01	4006 MEYERS DR	\$ 1,250.00
002023457	6/15/2022	PSC2205043-02	4006 MEYERS DR	\$ 1,250.00
002026158	10/29/2021	161789	5814 WILLIAMSBURG RD	\$ 650.00
002026159	6/13/2022	B202105441B	200 W GALBRAITH RD	\$ 3,000.00
002026160	7/6/2022	134332	802 Sugarball Lane	\$ 1,750.00
002026161	5/6/2022	B202105441	200 W GALBRAITH RD	\$ 1,750.00
002026162	9/7/2022	PSC2209765-01	4301 WILLIAMSBURG RD N	\$ 1,250.00
002026163	9/7/2022	PSC2209764-01	5210 WILLIAMSBURG RD NW	\$ 1,250.00
002026164	9/7/2022	PSC2209766-01	3901 WILLIAMSBURG RD	\$ 1,250.00
002026165	6/2/2021	PSC2104071-02	5805 WILLIAMSBURG RD	\$ 1,250.00
002026166	7/1/2022	134331	802 SUGARBALL LN	\$ 650.00
002026167	11/10/2021	161795	6918 LEEDS LN	\$ 650.00
002026168	11/10/2021	161794	5814 WILLIAMSBURG RD	\$ 650.00
002026169	11/10/2021	161793	2807 RALEIGH LN	\$ 650.00
002026170	11/10/2021	161792	6706 E LEEDS LN	\$ 650.00
002026171	6/15/2021	161530	2811 RALEIGH LANE	\$ 650.00
002026173	6/5/2020	PSC2004348-01	3401 YORK LN	\$ 1,250.00

**\$ 50,300.00**

