

## AGREEMENT OF PURCHASE AND SALE

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THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made as of this <sup>December</sup> ~~November~~ day of ~~November~~, 2019, by and between FRED ORTH and MARLENE MINER, both residents of Ohio (collectively, "Seller"), and MILHAUS PROPERTIES LLC, an Indiana limited liability company ("Purchaser").

### **WITNESSETH:**

- Property.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, on and subject to the terms and conditions contained in this Agreement, the land consisting of approximately 0.070 acres located at 2511 Stanton Avenue in Cincinnati, Ohio, as generally depicted in Exhibit A attached hereto and made a part hereof and further described in Exhibit B attached hereto and made a part hereof, together with (a) all rights and interests appurtenant thereto, including all of Seller's right, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate and all water rights and other rights, titles and interests appurtenant thereto, and (b) any and all buildings, improvements, and fixtures located thereon and all rights, titles and interests appurtenant to such buildings, improvements, or fixtures (such parcels and appurtenant rights, interests, improvements and fixtures hereinafter referred to collectively as the "Property").
- Purchase Price; Earnest Money.** The "Purchase Price" shall be equal to the sum of The Purchase Price shall be payable as follows: (a) (the "Earnest Money") shall be deposited with First American Title Insurance Company, One Indiana Square, Suite 1250, Indianapolis, Indiana 46204, Attention: Monica Chavez ("Escrow Agent" or "Title Insurer") in an interest bearing account within five (5) business days of full execution and delivery of this Agreement; and (b) the remainder of the Purchase Price, subject to the pro-rations and adjustments described in this Agreement, shall be due and payable by certified or cashier's check or other immediately available funds, at the Closing (as defined in Section 8). The Earnest Money shall be refunded or forfeited in accordance with the terms of this Agreement; and, if all of the terms and conditions of this Agreement are satisfied or waived and the transactions contemplated hereby are closed, the Earnest Money shall be applied to the Purchase Price at the Closing.
- Conveyance.** At the Closing, Seller shall deliver to Purchaser its limited warranty deed in form reasonably acceptable to Purchaser (the "Deed"), conveying to Purchaser good record and marketable, indefeasible title to the Property in fee simple, free and clear of all liens and encumbrances except for the Permitted Exceptions (as defined in Section 6). At the Closing, Seller shall also assign to Purchaser, to the extent assignable under applicable law, all permits obtained by Seller with respect to the Property.
- Title Evidence and Survey.** Purchaser shall have the option within twenty (20) days after the date of this Agreement to order:

4.1. **Title Commitment.** An ALTA commitment for title insurance for the Property issued by Title Insurer committing to issue an owner's policy for the Property in favor of Purchaser for the total Purchase Price (the "Title Commitment"); and

4.2. **Survey.** An ALTA Minimum Standard Detail Survey of the Property certified by a surveyor or engineer licensed in the State of Ohio showing the location of all easements affecting the Property, calculating the exact gross and net usable acreage of the Property (the "Survey").

5. **Inspection.** Commencing on the date of this Agreement, and at any time prior to the Closing, Seller shall make the Property available for inspection by Purchaser, its agents and employees, upon reasonable notice during normal business hours, and Purchaser may, at Purchaser's risk and expense, undertake a complete physical inspection of the Property and conduct or have conducted such surveys, soil tests and other investigations as Purchaser may desire. Upon completion of any inspection of or test on the Property, Purchaser shall provide to Seller copies of any written reports or results and restore the Property substantially to its condition prior to such inspection or test. Purchaser shall indemnify and hold Seller harmless from any liens or loss incurred by Seller resulting from the acts or omissions of Purchaser or its employees, contractors or agents related to the Property. Such indemnity shall survive the termination of this Agreement and the Closing. Within five (5) days of the date of this Agreement, Seller will provide Purchaser with complete copies of all reports, drawings, plans and studies for the Property in any Seller's possession or control, including but not limited to soil reports, engineering studies, environmental reports, wetland studies, engineering and architectural drawings and plans, all at no cost or expense to Purchaser. All documents shall remain the property of Seller in the event Purchaser does not complete the purchase of the Property and shall be returned to Seller upon written request or destroyed.

6. **Title and Survey Review.** Within thirty (30) days after Purchaser's receipt of the Survey and the Title Commitment (the "Title Objection Period"), Purchaser shall advise Seller in writing of any defect or objections disclosed by the Title Commitment or the Survey which are objectionable to Purchaser (the "Title Objections"). Any item shown on the Title Commitment or the Survey to which no objection is made by the end of the Title Objection Period shall be a "Permitted Exception." Within ten (10) days from the date of Purchase's notice of Title Objections, Seller shall notify Purchaser whether Seller will cure the Title Objections in a manner satisfactory to Purchaser. If Seller notifies Purchaser that Seller will not cure one or more of the Title Objections, then, at the option of Purchaser, Purchaser, within ten (10) days after receipt of such notification, may elect to either terminate this Agreement and the Earnest Money shall be returned to Purchaser within three (3) business days, or waive such Title Objections. Failure by Purchaser to elect to terminate this Agreement within such time period shall be deemed a waiver by Purchaser of the relevant Title Objection, and such Title Objection shall thereafter be considered a Permitted Exception. Notwithstanding the foregoing, all monetary liens on the Property shall be considered objectionable, and Seller agrees to cause such liens to be released at or prior to the Closing. Notwithstanding the foregoing, in the event that the Title Commitment or the Survey is revised after the expiration of the Title Objection Period and such revised Title Commitment or Survey discloses matters not previously disclosed to Purchaser (the "New Objections"), the notice, objection, and cure procedures set forth in this Section 6 shall be repeated for such New Objections, with the review period for the New

Objections commencing on the date that Purchaser receives, as applicable, the revised Title Commitment or Survey, and Purchaser's right to terminate this Agreement pursuant to and in the manner set forth in this Section 6 shall be correspondingly extended until ten (10) days after Purchaser's receipt of Seller's notification whether Seller will cure the New Objections in a manner satisfactory to Purchaser. It shall be a condition to Purchaser's obligation to close the transactions contemplated by this Agreement that it receive at the Closing the standard current form of American Land Title Association (ALTA) owner's policy of title insurance subject only to Permitted Exceptions, which shall include such title insurance endorsements as Purchaser shall reasonably require (the "Title Policy"), or an irrevocable commitment to issue the same, with liability in the amount of the Purchase Price issued by Title Insurer.

7. **Prorations: Real Estate Taxes and Assessments.** Seller shall pay, or cause to be paid, all real estate taxes relating to the Property assessed for all calendar years prior to the calendar year of the Closing and shall pay, or cause to be paid, that portion of such taxes assessed for and becoming a lien during the calendar year of the Closing as shall be allocable to it for the period through and including the date of the Closing. A credit shall be allowed to Purchaser at the Closing for any such taxes which are not then due and payable. If the taxes for any such year have not been determined by the Closing, the most current taxes shall be used. Purchaser shall pay all assessments for municipal or other public improvements becoming a lien on the Property after the Closing and Seller shall pay all assessments becoming a lien prior thereto. In the event the Property is part of a larger tract of land and is not separately assessed, Purchaser and Seller shall execute an agreement providing for the payment of taxes by both parties on a pro rata basis until the Property is separately assessed.

8. **Closing.** The closing for the transactions contemplated by this Agreement (the "Closing") shall be held remotely or in or around Cincinnati, Ohio or Indianapolis, Indiana, at a place and time mutually agreed upon by Seller and Purchaser, on or before the date that is thirty (30) days after the expiration of the Approval Period (hereinafter defined). Purchaser shall notify Seller of the exact Closing date at least seven (7) days in advance. At the Closing, Seller shall execute and deliver to Purchaser the following instruments, documents, and considerations, all of which shall be in form and substance satisfactory to Purchaser: (a) the Deed; (b) a seller's affidavit in the form reasonably acceptable to the Title Insurer which includes provisions required for the removal of the standard preprinted exceptions from the Title Policy; (c) such certificates as required to comply with the requirements of Sections 1445 of the Internal Revenue Code; and (d) such other instruments, certificates, or affidavits as Purchaser, Purchaser's Lender, or Title Insurer may reasonably request to effect the intention of the parties hereunder.

9. **Conditions Precedent to the Closing.**

9.1. **Purchaser Conditions.** The obligation of Purchaser to purchase the Property at the Closing pursuant to this Agreement is subject to the following conditions (the "Purchaser Conditions"), which conditions are solely for Purchaser's benefit and may be waived, or the time for satisfaction extended, only when agreed to in writing by Purchaser:

(a) **Feasibility Review.**

During the period commencing on the date of this Agreement and continuing for ninety (90) days (the "Inspection Period"), Purchaser shall

have satisfied itself with any inspections, tests, surveys, cost reviews, feasibility studies, environmental reports, soil reports, market studies, and audits that Purchaser may choose to obtain from other considerations Purchaser deems relevant, that the Property is satisfactory for multifamily residential development or such other use as Purchaser determines for the Property (the “Project”).

(b) Permits and Utilities.

During the Inspection Period, Purchaser shall have determined that all public utilities are available to the site in size and capacity to serve the contemplated development and at normal and reasonable connection costs, and Purchaser shall have obtained or confirmed to its satisfaction that all state and local permits will be issued for the feasible development and construction of the Project on the Property.

(c) Zoning.

During the period commencing on the expiration of the Inspection Period and continuing for two hundred seventy (270) days (the “Approval Period”), Purchaser shall have obtained zoning, waivers and variances and/or subdivision control and platting approvals satisfactory to Purchaser for the development of the Project.

(d) Plan Approval.

During the Approval Period, Purchaser shall have filed for and received final development plan approvals satisfactory to Purchaser for the Project through the applicable governmental entities.

(e) Simultaneous Closings.

Purchaser is also seeking the contract right to purchase from Wayne St Holdings, LLC certain real estate near the Property, being commonly known as 2510, 2516, 2518, and 2520 Hemlock Street (the “Additional Property”). Closing on the Additional Property shall be a condition to and shall occur simultaneously with Closing under this Agreement.

9.2. Notices to Terminate; Extensions of Time. If Purchaser, in its sole and absolute discretion, determines during the Inspection Period that the Purchaser Conditions set forth in Sections 9.1(a) and (b) have not been satisfied, then Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller (“Notice to Terminate - Inspections”) at any time prior to the expiration of the Inspection Period. In the event that Purchaser sends a Notice to Terminate - Inspections within the time period required hereunder, this Agreement shall be terminated and of no further force or effect and the Earnest Money shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate - Inspections as provided herein, the Purchaser Conditions described in Sections 9.1(a) and (b) shall be deemed satisfied. If

Purchaser, in its sole discretion, determines during the Approval Period that the Purchaser Conditions set forth in Sections 9.1(c) and (d) have not been satisfied, Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller (“Notice to Terminate – Approvals”) at any time prior to the expiration of the Approval Period. In the event that Purchaser sends a Notice to Terminate – Approvals within the time period required hereunder, then this Agreement shall be terminated and of no further force or effect and the Earnest Money shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate – Approvals, as provided herein, the Purchaser Conditions describe in Sections 9.1(c) and (d) shall be deemed satisfied.

10. **Covenant of Cooperation.** Seller and Purchaser each covenant to cooperate with the other regarding the Purchaser Conditions described above in Section 9 in order to satisfy all such Purchaser Conditions as soon as reasonably practical. Subject to Purchaser’s right to terminate this Agreement during the Inspection Period, Purchaser agrees to make good faith efforts to satisfy the conditions and to diligently pursue the satisfaction of the same.

11. **Default; Remedies.** If Seller is ready, willing, and able to convey the Property in accordance with this Agreement and Purchaser fails to close this transaction as required by this Agreement, then Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and retain the Earnest Money. Seller and Purchaser agree that such amount is a reasonable amount for liquidated damages and that it would be impracticable and extremely difficult to determine actual damages. If Purchaser is ready, willing, and able to perform in accordance with this Agreement and Seller fails to close this transaction as required by this Agreement or if Seller is otherwise in breach its obligations pursuant to this Agreement beyond any applicable cure period, then Purchaser may elect (a) to terminate this Agreement, in which case (i) the Earnest Money shall be returned to Purchaser, (ii) Seller shall pay to Purchaser within ten (10) days following Purchaser’s demand therefore actual out of pocket costs and expenses incurred by Purchaser in connection with this Agreement and the transactions contemplated by this Agreement (including, without limitation, Purchaser’s due diligence of the Property and matters relating to Purchaser’s intended development of the Property) up to a maximum of [REDACTED] and (iii) this Agreement shall, without further action of the parties, become null and void and the parties shall have no further rights or obligations under this Agreement (except pursuant to Section 5 hereof); or (b) Purchaser may sue for specific performance of the sale of the Property in accordance with the terms of this Agreement; provided, however, if an action for specific performance is not available for any reason, Purchaser may pursue all its rights and remedies at law.

12. **Possession.** Exclusive possession of the Property being purchased subject only to the rights of third parties pursuant to the Permitted Exceptions, shall be delivered to Purchaser at the Closing for such Property.

13. **Seller Representations and Warranties.** Seller represents and warrants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations and warranties as of the date of the Closing. The truth and accuracy of all of the following representations and warranties as of the Closing shall be additional Purchaser Conditions under this Agreement and shall survive the Closing.

13.1. Validity of Agreement. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby have been validly executed and delivered by Seller, and will not (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree, or injunction with respect to which Seller and/or the Property is bound; and/or (iii) cause or entitle any party to have the right to declare a default under any oral or written agreement to which Seller is a party or which affects the Property.

13.2. Approvals and Consents. The entering into of this Agreement and the consummation of the sale of the Property will not require Seller to obtain (either before or after the Closing) any consent, license, waiver, approval, authorization, or other action of, by or with respect to any non-governmental or governmental person or entity, that has not or will not be obtained at or prior to the Closing.

13.3. Violations of Law. Seller has not received any notice, written or otherwise, from any governmental agency alleging violations by the Property of any law, statute, ordinance, rules, or regulations.

13.4. Legal Proceedings. To the best of Seller's knowledge, there is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property and no attachments, execution proceedings, liens, assignments, or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

13.5. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property.

13.6. Mechanic's Lien. Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from the ownership, operation, management, repair, maintenance, or leasing of the Property provided prior to the Closing and there are no actual or potential mechanic's lien or other claims outstanding or available to any party in connection with the ownership, operation, management, repair, maintenance, or leasing of the Property.

13.7. Transfer of Property. Between the date hereof and the Closing, no part of the Property will be alienated, encumbered, or transferred in favor of or to any party whatsoever, except for encumbrances that can be removed upon the payment of the Purchase Price. There are no purchase contracts, options, leases or any other agreements of any kind, oral or written, formal or informal, choate or inchoate, recorded or unrecorded, whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment, or proceeds of, any part or all of the Property.

13.8. Claims Against Property. To the best of Seller's knowledge, no party claiming

by, through, or under Seller has any claim against the Property related to the repair, construction, improvement, operation, use, rental, or enjoyment of the Property, and neither Seller nor its agents or employees have received any notices of any claim requesting or demanding such performances or payment relative to the foregoing.

13.9. **Hazardous Wastes.** To the best of Seller's knowledge, except as disclosed in any written correspondence prior to the date of this Agreement or environmental reports provided by Seller to Purchaser after the date of this Agreement, the Property contains no Hazardous Materials or underground storage tanks in violation of applicable laws . "Hazardous Materials" shall mean any substance presently prohibited or regulated by any governmental authority or which is presently known to pose a hazard to health or safety of occupants of the Property.

14. **Condition of the Property; Operations.** Purchaser acknowledges that it will be given full opportunity to inspect the Property and, subject to Seller's specific representations and warranties expressed herein, Purchaser is relying solely upon its inspection of the Property for all purposes whatsoever, including, without limitation, the determination of the character, condition, (including without limitation, the environmental condition) accessibility, and suitability of the Property for the purpose for which it is being acquired. Purchaser further acknowledges that, subject only to Seller's specific obligations, and representations and warranties contained in this Agreement and the documents executed by Seller in connection with the Closing, THE PROPERTY WILL BE CONVEYED AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS AS OF THE DATE OF THE CLOSING AND THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTIES, STATEMENTS, OR INFORMATION, EXPRESS OR IMPLIED, WHATSOEVER MADE OR FURNISHED TO PURCHASER BY SELLER OR ANY OF SELLER'S EMPLOYEES OR AGENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR AT CLOSING. From and after the date of this Agreement and continuing through the Closing, Seller will operate and maintain the Property in a manner consistent with the manner in which Seller has operated and maintained the Property prior to the date of this Agreement.

15. **Broker.** Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person, or finder in connection with this transaction. If any claim is made for any other broker's or finder's fees, or commissions in connection with the negotiation, execution, or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify, and hold harmless the other party from and against any such claim based upon any statement, representation, or agreement of such party.

16. **Expenses.** Purchaser shall pay for the costs of the Title Commitment and the title insurance premium for the Title Policy. Purchaser shall also pay the premiums of endorsements to the Title Policy obtained by or at Purchaser's request (excluding the premiums for coverages intended to cure title defects and for the Title Policy, all of which shall be paid by Seller). Purchaser shall also pay for the cost of the Survey and for all costs of any other inspections, surveys and audits performed by Purchaser or at its request, whether or not the Closing occurs. Each party shall pay for its own legal and accounting expenses. Transfer taxes, if applicable, will be paid by Seller. Seller and Purchaser shall split the insured closing fee of the Title Company equally.

17. **Assignment.** Purchaser shall retain the right to transfer or assign its interest in the Agreement to an entity to be formed by Purchaser for structuring purposes. Except as provided in the preceding sentence, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller.

18. **Notices.** Any notice required or permitted to be given to a party under this Agreement, shall be deemed given when (i) hand delivered, with evidence of receipt of such delivery, (ii) deposited into Federal Express or other similar type of overnight carrier service, (iii) two (2) business days after mailed by U.S. Certified or Registered Mail, postage prepaid, or (iv) upon the receipt of an electronic email transmission, followed by delivery by one of the other means identified in (i)-(iii), addressed as follows:

To Seller:                   Fred Orth and Marlene Miner  
                                  926 Morris Street  
                                 Cincinnati, Ohio 45206  
                                 Attention: Fred Orth  
                                 Email: fredorth@fuse.net

To Purchaser:             Milhaus Properties LLC  
                                 460 Virginia Avenue  
                                 Indianapolis, Indiana 46203  
                                 Attention: Tadd M. Miller  
                                 Email: Tadd.Miller@milhaus.com

with a copy, which shall not constitute notice, to:

Wooden McLaughlin LLP  
211 North Pennsylvania Street  
One Indiana Square, Suite 1800  
Indianapolis, Indiana 46204  
Attention: E. Joseph Kremp  
Email: Joe.Kremp@WoodenLawyers.com

Any party may, from time to time, change its mailing address by written notice to the other party at its then current mailing address in accordance with the provisions of this Section 18.

19. **Risk of Loss; Eminent Domain.** Seller shall bear all risk of loss or damage to the Property from all causes until the Closing; provided, however, that Seller shall have no obligation to repair such loss or damage. In the event that, prior to the Closing, the Property, or any part thereof, is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property, Purchaser shall have the right, exercisable by giving notice of such decision to Seller within ten (10) business days after receiving written notice of such damage, destruction, or condemnation proceedings, to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder. In the event of such termination, the Earnest Money shall be returned to Purchaser. If Purchaser elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to Seller by reason of such damage, destruction, or condemnation shall be paid or assigned to

Purchaser and Seller shall credit the Purchase Price to the extent of any deductible under any policies of insurance, which credit shall not exceed the amount of such damages.

20. **Time of the Essence.** Time is of the essence with regard to all time periods and dates referred to in this Agreement. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not business days. If any day scheduled for performance of any obligation hereunder shall occur on a weekend or legal holiday, the time period allowed and day for performance shall be continued to the next business day.

21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns and shall be governed and controlled by the laws of the State where the Property is located.

22. **Date.** The date listed above in the first paragraph of this Agreement shall be deemed to be the "date of this Agreement" for all purposes.

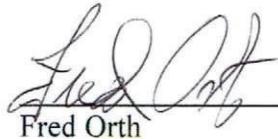
23. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email counterparts of the signature pages. This Agreement if transmitted by email or telecopy/fax machine shall be treated in all manner and respects as an original document, and the signature of any party thereon shall be considered as an original signature. Any such email or telecopy/fax document shall be considered to have the same binding legal effect as an original of such document. At the request of either party thereto, an email or a telecopy/fax document shall be re-executed by both parties in the original form thereof.

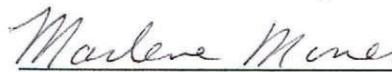
 **Expiration.** If this Agreement is not executed in full on or before December 6, 2019, 5:00pm EST, the offer to purchase completed hereby shall expire and be of further force of effect.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first above written.

**SELLER:**

  
\_\_\_\_\_  
Fred Orth

  
\_\_\_\_\_  
Marlene Miner

**PURCHASER:**

MILHAUS PROPERTIES LLC,  
an Indiana limited liability company

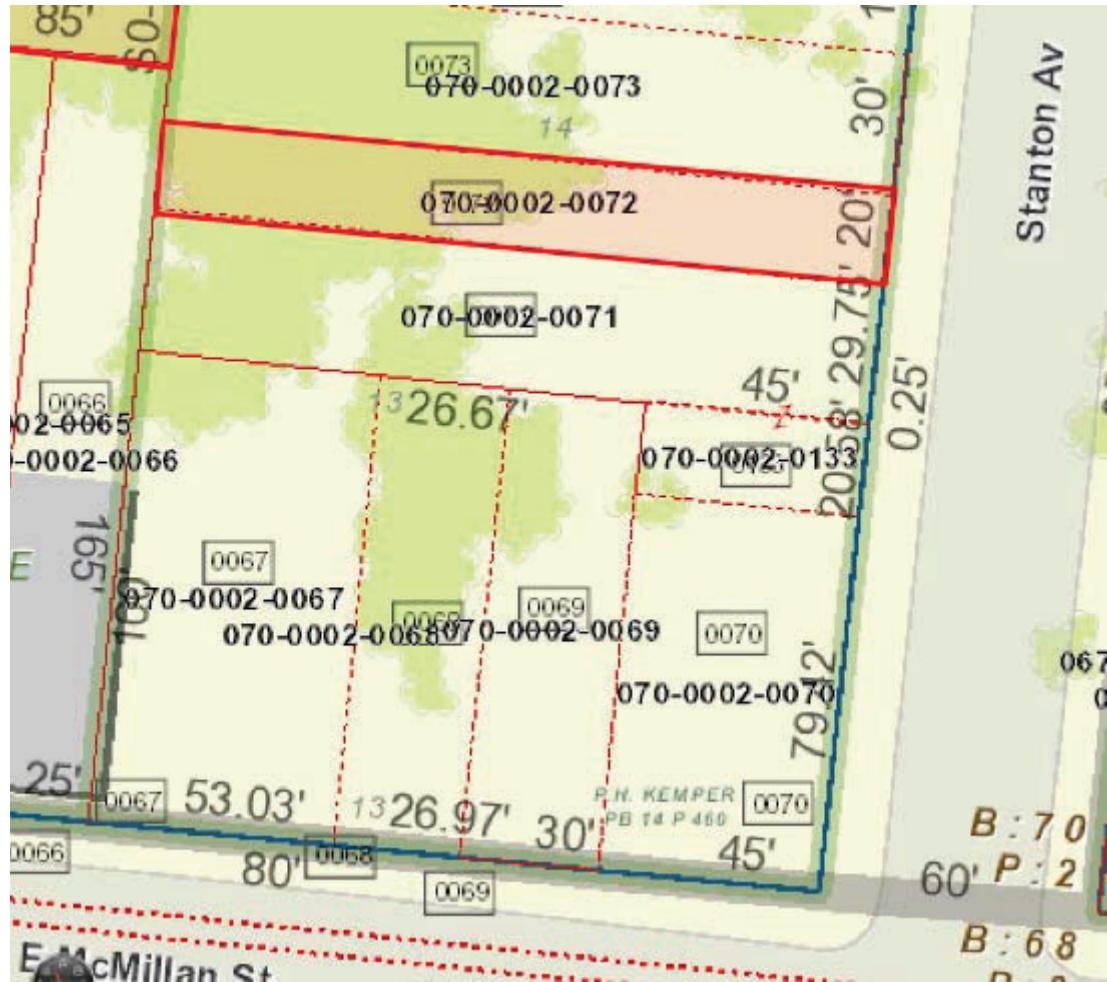
By:   
\_\_\_\_\_  
Tadd M. Miller, Manager

State of Ohio  
County of Hamilton  
On this date 15th, November 2019  
along with a valid state-issued ID, did present  
and sign this document in my presence.  
Notary Shianne Coomer



SHIANNE COOMER  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION  
EXP: 08/19/2024

**EXHIBIT A**  
**Depiction of Property**



**EXHIBIT B**  
**Description of Property**

**Plat Book 70, Page 2, Parcel 72**

Situated in Southwest quarter of Section 8, Town 3, Fractional Range 2, of Miami Purchase, Hamilton County, Ohio, and more particularly described as follows: Being a part of Lot #14 of Subdivision of Cottage Farm made and adopted by Peter H. Kemper as part of his Last Will and Testament, as will fully appear in Will Book 14, Page 460, of the Will Records of Hamilton County, Ohio. Beginning at a point in the West line of Stanton Avenue 130 feet North of the North line of McMillan Street; thence West parallel with the South line of said Lot #14, 155 feet to a point in the West line of said Lot #14, thence North along the West line of said Lot #14 a distance of 20 feet; thence East parallel with the South line of said Lot #14 a distance of 155 feet to a point in the West line of Stanton Avenue; thence South along the West line of said Stanton Avenue 20 feet to the place of beginning. Prior Deed Book Reference: Official Record Book 10283, page 1167; Hamilton County, Ohio Deed Records.

## AGREEMENT OF PURCHASE AND SALE

 <sup>ds</sup> THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made as of this <sup>December</sup> ~~3rd~~ day of ~~November~~, 2019, by and between WAYNE ST HOLDINGS, LLC, an Ohio limited liability company ("Seller"), and MILHAUS PROPERTIES LLC, an Indiana limited liability company ("Purchaser").

### **WITNESSETH:**

1. **Property.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, on and subject to the terms and conditions contained in this Agreement, the land consisting of approximately 0.270 acres located at 2508, 2510, 2512, 2514, 2516, 2518, and 2520 Hemlock Street in Cincinnati, Ohio, as generally depicted in Exhibit A attached hereto and made a part hereof and further described in Exhibit B attached hereto and made a part hereof, together with (a) all rights and interests appurtenant thereto, including all of Seller's right, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate and all water rights and other rights, titles and interests appurtenant thereto, and (b) any and all buildings, improvements, and fixtures located thereon and all rights, titles and interests appurtenant to such buildings, improvements, or fixtures (such parcels and appurtenant rights, interests, improvements and fixtures hereinafter referred to collectively as the "Property").
2. **Purchase Price; Earnest Money.** The "Purchase Price" shall be equal to the sum of The Purchase Price shall be payable as follows: (a) (the "Earnest Money") shall be deposited with First American Title Insurance Company, One Indiana Square, Suite 1250, Indianapolis, Indiana 46204, Attention: Monica Chavez ("Escrow Agent" or "Title Insurer") in an interest bearing account within five (5) business days of full execution and delivery of this Agreement; and (b) the remainder of the Purchase Price, subject to the prorations and adjustments described in this Agreement, shall be due and payable by certified or cashier's check or other immediately available funds, at the Closing (as defined in Section 8). The Earnest Money shall be refunded or forfeited in accordance with the terms of this Agreement; and, if all of the terms and conditions of this Agreement are satisfied or waived and the transactions contemplated hereby are closed, the Earnest Money shall be applied to the Purchase Price at the Closing.
3. **Conveyance.** At the Closing, Seller shall deliver to Purchaser its limited warranty deed in form reasonably acceptable to Purchaser (the "Deed"), conveying to Purchaser good record and marketable, indefeasible title to the Property in fee simple, free and clear of all liens and encumbrances except for the Permitted Exceptions (as defined in Section 6). At the Closing, Seller shall also assign to Purchaser, to the extent assignable under applicable law, all permits obtained by Seller with respect to the Property.
4. **Title Evidence and Survey.** Purchaser shall have the option within twenty (20) days after the date of this Agreement to order:
  - 4.1. **Title Commitment.** An ALTA commitment for title insurance for the Property issued by Title Insurer committing to issue an owner's policy for the Property in favor of Purchaser for the total Purchase Price (the "Title Commitment"); and

4.2. **Survey.** An ALTA Minimum Standard Detail Survey of the Property certified by a surveyor or engineer licensed in the State of Ohio showing the location of all easements affecting the Property, calculating the exact gross and net usable acreage of the Property (the “Survey”).

5. **Inspection.** Commencing on the date of this Agreement, and at any time prior to the Closing, Seller shall make the Property available for inspection by Purchaser, its agents and employees, upon reasonable notice during normal business hours, and Purchaser may, at Purchaser’s risk and expense, undertake a complete physical inspection of the Property and conduct or have conducted such surveys, soil tests and other investigations as Purchaser may desire. Upon completion of any inspection of or test on the Property, Purchaser shall provide to Seller copies of any written reports or results and restore the Property substantially to its condition prior to such inspection or test. Purchaser shall indemnify and hold Seller harmless from any liens or loss incurred by Seller resulting from the acts or omissions of Purchaser or its employees, contractors or agents related to the Property. Such indemnity shall survive the termination of this Agreement and the Closing. Within five (5) days of the date of this Agreement, Seller will provide Purchaser with complete copies of all reports, drawings, plans and studies for the Property in any Seller’s possession or control, including but not limited to soil reports, engineering studies, environmental reports, wetland studies, engineering and architectural drawings and plans, all at no cost or expense to Purchaser. All documents shall remain the property of Seller in the event Purchaser does not complete the purchase of the Property and shall be returned to Seller upon written request or destroyed.

6. **Title and Survey Review.** Within thirty (30) days after Purchaser’s receipt of the Survey and the Title Commitment (the “Title Objection Period”), Purchaser shall advise Seller in writing of any defect or objections disclosed by the Title Commitment or the Survey which are objectionable to Purchaser (the “Title Objections”). Any item shown on the Title Commitment or the Survey to which no objection is made by the end of the Title Objection Period shall be a “Permitted Exception.” Within ten (10) days from the date of Purchase’s notice of Title Objections, Seller shall notify Purchaser whether Seller will cure the Title Objections in a manner satisfactory to Purchaser. If Seller notifies Purchaser that Seller will not cure one or more of the Title Objections, then, at the option of Purchaser, Purchaser, within ten (10) days after receipt of such notification, may elect to either terminate this Agreement and the Earnest Money shall be returned to Purchaser within three (3) business days, or waive such Title Objections. Failure by Purchaser to elect to terminate this Agreement within such time period shall be deemed a waiver by Purchaser of the relevant Title Objection, and such Title Objection shall thereafter be considered a Permitted Exception. Notwithstanding the foregoing, all monetary liens on the Property shall be considered objectionable, and Seller agrees to cause such liens to be released at or prior to the Closing. Notwithstanding the foregoing, in the event that the Title Commitment or the Survey is revised after the expiration of the Title Objection Period and such revised Title Commitment or Survey discloses matters not previously disclosed to Purchaser (the “New Objections”), the notice, objection, and cure procedures set forth in this Section 6 shall be repeated for such New Objections, with the review period for the New Objections commencing on the date that Purchaser receives, as applicable, the revised Title Commitment or Survey, and Purchaser’s right to terminate this Agreement pursuant to and in the manner set forth in this Section 6 shall be correspondingly extended until ten (10) days after Purchaser’s receipt of Seller’s notification whether Seller will cure the New Objections in a

manner satisfactory to Purchaser. It shall be a condition to Purchaser's obligation to close the transactions contemplated by this Agreement that it receive at the Closing the standard current form of American Land Title Association (ALTA) owner's policy of title insurance subject only to Permitted Exceptions, which shall include such title insurance endorsements as Purchaser shall reasonably require (the "Title Policy"), or an irrevocable commitment to issue the same, with liability in the amount of the Purchase Price issued by Title Insurer.

7. **Prorations: Real Estate Taxes and Assessments.** Seller shall pay, or cause to be paid, all real estate taxes relating to the Property assessed for all calendar years prior to the calendar year of the Closing and shall pay, or cause to be paid, that portion of such taxes assessed for and becoming a lien during the calendar year of the Closing as shall be allocable to it for the period through and including the date of the Closing. A credit shall be allowed to Purchaser at the Closing for any such taxes which are not then due and payable. If the taxes for any such year have not been determined by the Closing, the most current taxes shall be used. Purchaser shall pay all assessments for municipal or other public improvements becoming a lien on the Property after the Closing and Seller shall pay all assessments becoming a lien prior thereto. In the event the Property is part of a larger tract of land and is not separately assessed, Purchaser and Seller shall execute an agreement providing for the payment of taxes by both parties on a pro rata basis until the Property is separately assessed.

8. **Closing.** The closing for the transactions contemplated by this Agreement (the "Closing") shall be held remotely or in or around Cincinnati, Ohio or Indianapolis, Indiana, at a place and time mutually agreed upon by Seller and Purchaser, on or before the date that is thirty (30) days after the expiration of the Approval Period (hereinafter defined). Purchaser shall notify Seller of the exact Closing date at least seven (7) days in advance. At the Closing, Seller shall execute and deliver to Purchaser the following instruments, documents, and considerations, all of which shall be in form and substance satisfactory to Purchaser: (a) the Deed; (b) a seller's affidavit in the form reasonably acceptable to the Title Insurer which includes provisions required for the removal of the standard preprinted exceptions from the Title Policy; (c) such certificates as required to comply with the requirements of Sections 1445 of the Internal Revenue Code; and (d) such other instruments, certificates, or affidavits as Purchaser, Purchaser's Lender, or Title Insurer may reasonably request to effect the intention of the parties hereunder.

9. **Conditions Precedent to the Closing.**

9.1. **Purchaser Conditions.** The obligation of Purchaser to purchase the Property at the Closing pursuant to this Agreement is subject to the following conditions (the "Purchaser Conditions"), which conditions are solely for Purchaser's benefit and may be waived, or the time for satisfaction extended, only when agreed to in writing by Purchaser:

(a) **Feasibility Review.**

During the period commencing on the date of this Agreement and continuing for ninety (90) days (the "Inspection Period"), Purchaser shall have satisfied itself with any inspections, tests, surveys, cost reviews, feasibility studies, environmental reports, soil reports, market studies, and audits that Purchaser may choose to obtain from other considerations Purchaser deems relevant, that the Property is satisfactory for multifamily

residential development or such other use as Purchaser determines for the Property (the “Project”).

(b) Permits and Utilities.

During the Inspection Period, Purchaser shall have determined that all public utilities are available to the site in size and capacity to serve the contemplated development and at normal and reasonable connection costs, and Purchaser shall have obtained or confirmed to its satisfaction that all state and local permits will be issued for the feasible development and construction of the Project on the Property.

(c) Zoning.

During the period commencing on the expiration of the Inspection Period and continuing for two hundred seventy (270) days (the “Approval Period”), Purchaser shall have obtained zoning, waivers and variances and/or subdivision control and platting approvals satisfactory to Purchaser for the development of the Project.

(d) Plan Approval.

During the Approval Period, Purchaser shall have filed for and received final development plan approvals satisfactory to Purchaser for the Project through the applicable governmental entities.

(e) Simultaneous Closings.

Purchaser is also seeking the contract right to purchase from Fred Orth and Marlene Miner certain real estate near the Property, being commonly known as 2511 Stanton Avenue (the “Additional Property”). Closing on the Additional Property shall be a condition to and shall occur simultaneously with Closing under this Agreement.

9.2. Notices to Terminate; Extensions of Time. If Purchaser, in its sole and absolute discretion, determines during the Inspection Period that the Purchaser Conditions set forth in Sections 9.1(a) and (b) have not been satisfied, then Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller (“Notice to Terminate - Inspections”) at any time prior to the expiration of the Inspection Period. In the event that Purchaser sends a Notice to Terminate - Inspections within the time period required hereunder, this Agreement shall be terminated and of no further force or effect and the Earnest Money shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate - Inspections as provided herein, (y) the Purchaser Conditions described in Sections 9.1(a) and (b) shall be deemed satisfied; and (z) one-half (1/2) of the Earnest Money, which is an amount equal to

shall be deemed nonrefundable to Purchaser, except as set forth in Section 11 below or upon the failure of the condition set forth in Section 9.1(e), and such nonrefundable amount shall continue to be applicable to the Purchase Price. If Purchaser, in its sole discretion, determines during the Approval Period that the Purchaser

Conditions set forth in Sections 9.1(c) and (d) have not been satisfied, Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller (“Notice to Terminate – Approvals”) at any time prior to the expiration of the Approval Period. In the event that Purchaser sends a Notice to Terminate – Approvals within the time period required hereunder, then this Agreement shall be terminated and of no further force or effect and the remaining refundable Earnest Money in an amount equal to

shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate – Approvals, as provided herein, the Purchaser Conditions described in Sections 9.1(c) and (d) shall be deemed satisfied.

10. **Covenant of Cooperation.** Seller and Purchaser each covenant to cooperate with the other regarding the Purchaser Conditions described above in Section 9 in order to satisfy all such Purchaser Conditions as soon as reasonably practical. Subject to Purchaser’s right to terminate this Agreement during the Inspection Period, Purchaser agrees to make good faith efforts to satisfy the conditions and to diligently pursue the satisfaction of the same.

11. **Default; Remedies.** If Seller is ready, willing, and able to convey the Property in accordance with this Agreement and Purchaser fails to close this transaction as required by this Agreement, then Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and retain the Earnest Money. Seller and Purchaser agree that such amount is a reasonable amount for liquidated damages and that it would be impracticable and extremely difficult to determine actual damages. If Purchaser is ready, willing, and able to perform in accordance with this Agreement and Seller fails to close this transaction as required by this Agreement or if Seller is otherwise in breach its obligations pursuant to this Agreement beyond any applicable cure period, then Purchaser may elect (a) to terminate this Agreement, in which case (i) the Earnest Money shall be returned to Purchaser, (ii) Seller shall pay to Purchaser within ten (10) days following Purchaser’s demand therefore all actual out of pocket costs and expenses incurred by Purchaser in connection with this Agreement and the transactions contemplated by this Agreement (including, without limitation, Purchaser’s due diligence of the Property and matters relating to Purchaser’s intended development of the Property), and (iii) this Agreement shall, without further action of the parties, become null and void and the parties shall have no further rights or obligations under this Agreement (except pursuant to Section 5 hereof); or (b) Purchaser may sue for specific performance of the sale of the Property in accordance with the terms of this Agreement; provided, however, if an action for specific performance is not available for any reason, Purchaser may pursue all its rights and remedies at law.

12. **Possession.** Exclusive possession of the Property being purchased subject only to the rights of third parties pursuant to the Permitted Exceptions, shall be delivered to Purchaser at the Closing for such Property.

13. **Seller Representations and Warranties.** Seller represents and warrants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations and warranties as of the date of the Closing. The truth and accuracy of all of the following representations and warranties as of the Closing shall be additional Purchaser Conditions under this Agreement and shall survive the Closing.

13.1. **Validity of Agreement.** The execution and delivery of this Agreement by Seller,

the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby have been validly executed and delivered by Seller, and will not (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree, or injunction with respect to which Seller and/or the Property is bound; and/or (iii) cause or entitle any party to have the right to declare a default under any oral or written agreement to which Seller is a party or which affects the Property.

13.2. Approvals and Consents. The entering into of this Agreement and the consummation of the sale of the Property will not require Seller to obtain (either before or after the Closing) any consent, license, waiver, approval, authorization, or other action of, by or with respect to any non-governmental or governmental person or entity, that has not or will not be obtained at or prior to the Closing.

13.3. Violations of Law. Seller has not received any notice, written or otherwise, from any governmental agency alleging violations by the Property of any law, statute, ordinance, rules, or regulations.

13.4. Legal Proceedings. To the best of Seller's knowledge, there is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property and no attachments, execution proceedings, liens, assignments, or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

13.5. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property.

13.6. Mechanic's Lien. Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from the ownership, operation, management, repair, maintenance, or leasing of the Property provided prior to the Closing and there are no actual or potential mechanic's lien or other claims outstanding or available to any party in connection with the ownership, operation, management, repair, maintenance, or leasing of the Property.

13.7. Transfer of Property. Between the date hereof and the Closing, no part of the Property will be alienated, encumbered, or transferred in favor of or to any party whatsoever, except for encumbrances that can be removed upon the payment of the Purchase Price. There are no purchase contracts, options, leases or any other agreements of any kind, oral or written, formal or informal, choate or inchoate, recorded or unrecorded, whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment, or proceeds of, any part or all of the Property.

13.8. Claims Against Property. To the best of Seller's knowledge, no party claiming by, through, or under Seller has any claim against the Property related to the repair,

construction, improvement, operation, use, rental, or enjoyment of the Property, and neither Seller nor its agents or employees have received any notices of any claim requesting or demanding such performances or payment relative to the foregoing.

13.9. **Hazardous Wastes.** To the best of Seller's knowledge, except as disclosed in any written correspondence prior to the date of this Agreement or environmental reports provided by Seller to Purchaser after the date of this Agreement, the Property contains no Hazardous Materials or underground storage tanks in violation of applicable laws . "Hazardous Materials" shall mean any substance presently prohibited or regulated by any governmental authority or which is presently known to pose a hazard to health or safety of occupants of the Property.

14. **Condition of the Property; Operations.** Purchaser acknowledges that it will be given full opportunity to inspect the Property and, subject to Seller's specific representations and warranties expressed herein, Purchaser is relying solely upon its inspection of the Property for all purposes whatsoever, including, without limitation, the determination of the character, condition, (including without limitation, the environmental condition) accessibility, and suitability of the Property for the purpose for which it is being acquired. Purchaser further acknowledges that, subject only to Seller's specific obligations, and representations and warranties contained in this Agreement and the documents executed by Seller in connection with the Closing, THE PROPERTY WILL BE CONVEYED AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS AS OF THE DATE OF THE CLOSING AND THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTIES, STATEMENTS, OR INFORMATION, EXPRESS OR IMPLIED, WHATSOEVER MADE OR FURNISHED TO PURCHASER BY SELLER OR ANY OF SELLER'S EMPLOYEES OR AGENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR AT CLOSING. From and after the date of this Agreement and continuing through the Closing, Seller will operate and maintain the Property in a manner consistent with the manner in which Seller has operated and maintained the Property prior to the date of this Agreement.

15. **Broker.** Seller and Purchaser represent each to the other that they have not dealt with any real estate broker, sales person, or finder in connection with this transaction, except Denise Guiducci of Coldwell Banker, Guiducci Group ("Broker"). Seller shall be responsible for paying Broker. If any claim is made for any other broker's or finder's fees, or commissions in connection with the negotiation, execution, or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify, and hold harmless the other party from and against such claim based upon any statement, representation, or agreement of such party.

16. **Expenses.** Purchaser shall pay for the costs of the Title Commitment and the title insurance premium for the Title Policy. Purchaser shall pay the premiums of endorsements to the Title Policy obtained by or at Purchaser's request (excluding the premiums for coverages intended to cure title defects and for the Title Policy, all of which shall be paid by Seller). Purchaser shall also pay for the cost of the Survey and for all costs of any other inspections, surveys and audits performed by Purchaser or at its request, whether or not the Closing occurs but subject to the expense reimbursement requirements following a Seller default set forth in Section 11. Each party shall pay for its own legal and accounting expenses. Transfer taxes, if applicable, will be paid by Seller. Seller and Purchaser shall split the insured closing fee of the

Title Company equally.

17. **Assignment**. Purchaser shall retain the right to transfer or assign its interest in the Agreement to an entity to be formed by Purchaser for structuring purposes. Except as provided in the preceding sentence, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller.

18. **Notices**. Any notice required or permitted to be given to a party under this Agreement, shall be deemed given when (i) hand delivered, with evidence of receipt of such delivery, (ii) deposited into Federal Express or other similar type of overnight carrier service, (iii) two (2) business days after mailed by U.S. Certified or Registered Mail, postage prepaid, or (iv) upon the receipt of an electronic email transmission, followed by delivery by one of the other means identified in (i)-(iii), addressed as follows:

To Seller: Wayne St. Holdings, LLC  
926 Morris Street  
Cincinnati, Ohio 45206  
Attention: Marc Gilioli  
Email: [mgilioli@fuse.net](mailto:mgilioli@fuse.net)

To Purchaser: Milhaus Properties LLC  
460 Virginia Avenue  
Indianapolis, Indiana 46203  
Attention: Tadd M. Miller  
Email: [Tadd.Miller@milhaus.com](mailto:Tadd.Miller@milhaus.com)

with a copy, which shall not constitute notice, to:

Wooden McLaughlin LLP  
211 North Pennsylvania Street  
One Indiana Square, Suite 1800  
Indianapolis, Indiana 46204  
Attention: E. Joseph Kremp  
Email: [Joe.Kremp@WoodenLawyers.com](mailto:Joe.Kremp@WoodenLawyers.com)

Any party may, from time to time, change its mailing address by written notice to the other party at its then current mailing address in accordance with the provisions of this Section 18.

19. **Risk of Loss; Eminent Domain**. Seller shall bear all risk of loss or damage to the Property from all causes until the Closing; provided, however, that Seller shall have no obligation to repair such loss or damage. In the event that, prior to the Closing, the Property, or any part thereof, is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property, Purchaser shall have the right, exercisable by giving notice of such decision to Seller within ten (10) business days after receiving written notice of such damage, destruction, or condemnation proceedings, to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder. In the event of such termination, the Earnest Money shall be returned to Purchaser. If Purchaser elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to

Seller by reason of such damage, destruction, or condemnation shall be paid or assigned to Purchaser and Seller shall credit the Purchase Price to the extent of any deductible under any policies of insurance, which credit shall not exceed the amount of such damages.

20. **Time of the Essence.** Time is of the essence with regard to all time periods and dates referred to in this Agreement. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not business days. If any day scheduled for performance of any obligation hereunder shall occur on a weekend or legal holiday, the time period allowed and day for performance shall be continued to the next business day.

21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns and shall be governed and controlled by the laws of the State where the Property is located.

22. **Date.** The date listed above in the first paragraph of this Agreement shall be deemed to be the "date of this Agreement" for all purposes.

23. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email counterparts of the signature pages. This Agreement if transmitted by email or telecopy/fax machine shall be treated in all manner and respects as an original document, and the signature of any party thereon shall be considered as an original signature. Any such email or telecopy/fax document shall be considered to have the same binding legal effect as an original of such document. At the request of either party thereto, an email or a telecopy/fax document shall be re-executed by both parties in the original form thereof.

24. **Expiration.** If this Agreement is not executed in full on or before December 20, 2019, 5:00pm EST, the offer to purchase completed hereby shall expire and be of no further force of effect.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first above written.

**SELLER:**

WAYNE ST HOLDINGS, LLC,  
an Ohio limited liability company

By:

*Marc Gilioli - For Wayne Street Partners*

dotloop verified  
11/19/19 5:19 PM EST  
YIOG-HHCD-H7PG-9LND

Printed: Marc Gilioli

Title: President

**PURCHASER:**

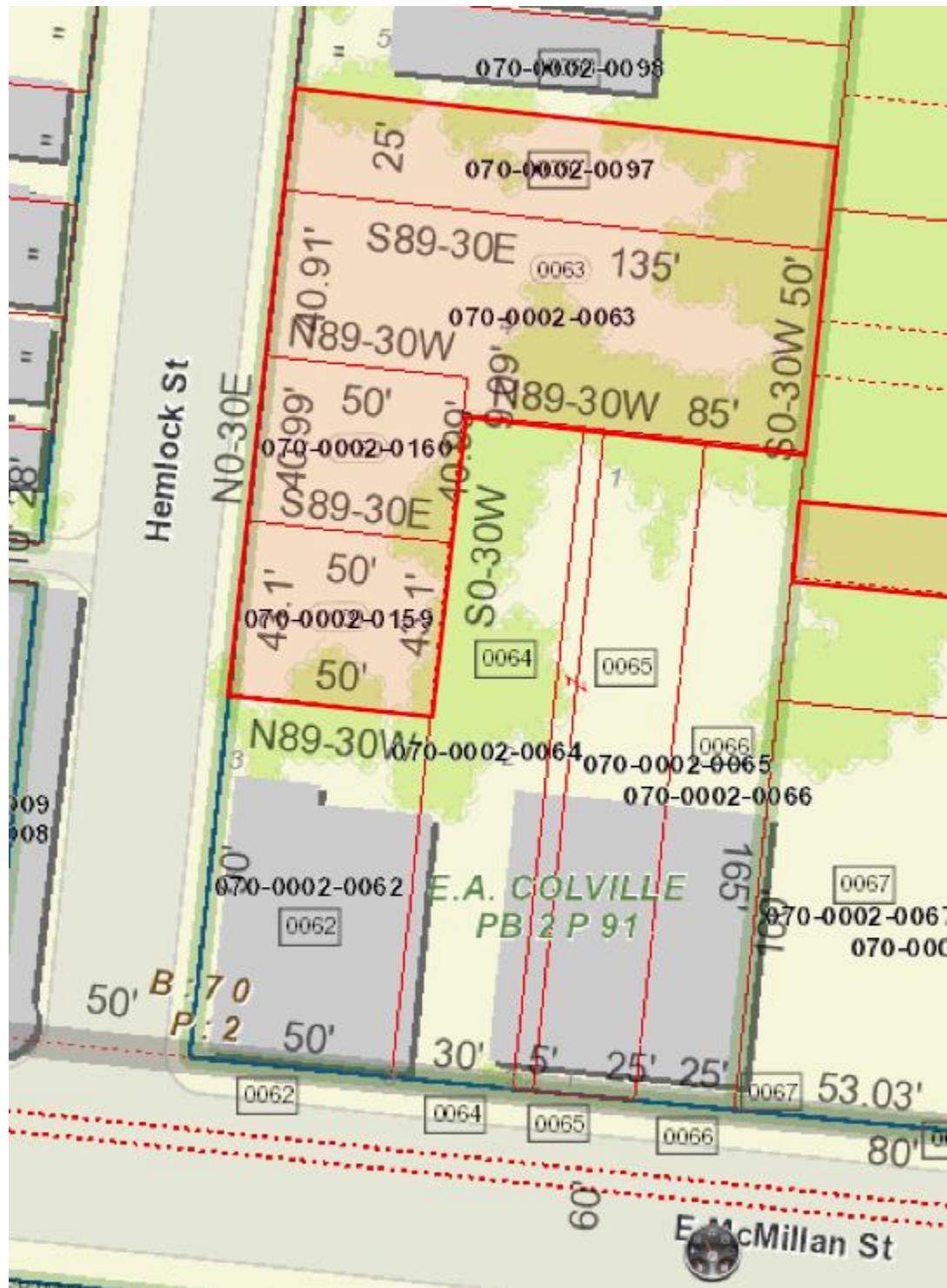
MILHAUS PROPERTIES LLC,  
an Indiana limited liability company

By:

  
DocuSigned by:  
30C9F3C0FA56447...

Tadd M. Miller, Manager

**EXHIBIT A**  
**Depiction of Property**



**EXHIBIT B**  
**Description of Property**

2508-2514 Hemlock	070-0002-0159-00
2510 Hemlock	070-0002-0159-00
2516-18 Hemlock	070-0002-0159-00
2520 Hemlock	070-0002-0159-00

April 3, 2020

Walnut Hills Redevelopment Foundation  
Attn: Samantha Reeves

**RE: Poste Phase 2 – Co-Development and Purchase Agreement LOI  
Cincinnati, OH**

Milhaus Development, LLC (“Milhaus”) proposes to enter into a development agreement with Walnut Hills Redevelopment Foundation (“WHRF”) (collectively, the “Parties”) for the development of the second phase of Poste in Walnut Hills as shown in Exhibit A, attached hereto and incorporated herein by reference.

The Site currently consists of multiple owners, with whom Milhaus has or intends to enter into purchase agreement for the specific and sole purpose of the acquisition, developing, and construction of the proposed project, as shown in the Concept Plan attached hereto as Exhibit B and incorporated herein by reference.

THESE TERMS REPRESENT GOOD FAITH DISCUSSION POINTS BUT ARE NOT  
HOWEVER BINDING UNTIL ALL THE DEFINITIVE AGREEMENTS HAVE BEEN  
NEGOTIATED AND EXECUTED WITH LAND SELLERS AND WITH THE  
DEVELOPERS.

**PROJECT SCOPE**

**Site:** The “Site” is identified as the 1.323-acre collection of parcels indicated on the site plan in Exhibit A.

**Property:** A portion of the Site includes the “Property,” which includes several parcels owned or otherwise controlled by WHRF totaling 0.719-acres. The Property is identified in the Site Plan of the Property attached to this letter as Exhibit A.

**Intended Use:** It is intended that the Property will be developed with approximately 62 residential for rent apartments (the “Multi-Family Project”).

**Multi-Family Project:** The Multi-Family Project will be comprised of multiple three-story buildings. Milhaus will develop, build, and manage the Multi-Family Project. Conceptual plans are

provided in Exhibit B attached hereto and incorporated herein by reference.

**Development Rights:**

Milhaus will have exclusive rights to purchase and develop the Property for 24 months from the date of execution of this LOI.

**Milhaus Due Diligence:**

Prior to entering into definitive agreements, Milhaus shall be given reasonable opportunity to complete additional due diligence on the following items: 1) title and survey; 2) environmental reports; 3) geotechnical reports; and 4) availability of incentives for the Redevelopment.

**Projected Timeline:**

The Parties acknowledge that time is of the essence, and that development activities will need to continue in earnest in striving for concurrent land purchase and construction financing closings on or before September 30, 2020. Additionally, the Partners will utilize best efforts to negotiate and execute a development agreement with the City of Cincinnati prior to June 30, 2019.

**Milhaus**

**Development Services:**

Milhaus will serve as master developer and developer of the Multi-Family Project, and will:

1. Lead in obtaining control of the Site;
2. Lead in obtaining all local governmental approvals, including attending meetings with local stakeholders, City staff, the design team, and the Partners;
3. Lead negotiation of necessary incentive packages from the City of Cincinnati and Port, including but not limited to a real property tax abatement and a material sales tax abatement;
4. Manage the preparation of all plans/specifications; and
5. Lead the development of all of the Multi-Family components of the development such as (i) take primary responsibility for designing a marketing and leasing plan for the Multi-Family Project; (ii) develop a proforma for the development; (iii) lead project update meetings; (iv) lead the design of all residential product and secure building permits; (v) obtain construction financing; (vi) approve all invoices for inclusion in the monthly draw; (vii) prepare the monthly draws for submission to the equity partner and the lender; and (vii) oversee construction administration; and

6. Work with the WHRF to score the project on the WHRF's Equitable Development Scorecard during each phase of the development process.

## **WHRF**

### **Development Services:**

In return for the Purchase Price, WHRF will serve as a facilitator and community development partner for the Project, and will:

1. Assist with obtaining control of the Site;
2. Assist Milhaus with meaningful participation in master planning, design and determination of proper design direction of the Project; and
3. Serve as liaison for the Redevelopment to the Walnut Hills community, assisting Milhaus in community outreach, engagement and support requests.

**Predevelopment Expenses:** Milhaus will fund all of the predevelopment expenses for the Project, including but not limited to the architectural fees, civil engineering fees, legal, third party studies, marketing, and construction services until such time as the equity partner has commenced funding the project. Such predevelopment expenses will include WHRF's reasonable out-of-pocket pre-development expenses including attorney fees.

### **Design Services:**

The architects, engineers, and designers for the Project will be selected by Milhaus. The oversight and management of these contracts shall be by Milhaus.

### **Construction Financing:**

Milhaus will secure and guaranty construction loan financing for the Multi-Family Project.

### **General Contractor:**

Milhaus will be the General Contractor for the construction of the Redevelopment. General Contractor will implement and use best efforts to meet an MBE/WBE/SBE inclusion plan for the Redevelopment.

### **Property Management:**

Milhaus will be responsible for providing property management services for the property management of the Multi-Family Project.

### **Retail Leasing:**

Should retail be added to the Multi-Family Project scope, Milhaus will be responsible for all retail leasing services,

including procuring tenants, negotiating deal terms, drafting lease documents and managing the tenant build out process. Milhaus will work with the WHRF and make good faith efforts to implement a tenanting strategy that promotes minority-owned businesses, women-owned businesses, local/small businesses, arts/cultural-based businesses, and entrepreneurial opportunities. Milhaus will also make good faith efforts to prioritize tenants who bring five or more jobs into the neighborhood, increasing opportunity for Walnut Hills residents.

#### **Asset Management**

##### **Services:**

Milhaus will be responsible for the continued asset management of the property, including sale/disposition strategy, refinancing strategy, managing the cash flow, and reporting to the equity investors.

##### **Purchase Price - Site:**

**WHRF Development Fee:** As compensation for completion of WHRF's Development Services, WHRF will earn a fee Provided WHRF is not responsible for a continuing event of default under the Development Agreement, the WHRF Development Fee will be paid out on the same monthly schedule as Milhaus's construction draw process and Milhaus Development's fee draw – estimated to be evenly over a 12-month period after Closing.

##### **Purchase Terms**

The following terms are representative of a transaction that includes the entire Site:

##### Purchase Price

##### Initial Earnest Money

- *Due upon the execution of a purchase and sale agreement; applicable to Purchase Price; and*
- *Fully refundable and applicable to the Purchase Price.*

##### Due Diligence Period

60 days

- *Period would begin on the execution date of a to be agreed upon purchase agreement;*
- *Due Diligence may include, but are not limited to, title and survey review, site, soils, environmental and geotechnical investigations, public financing options, and rezoning options;*
- *Milhaus would provide notice to Seller of any defects of the property discovered during its Due Diligence (“Defects”) and give Seller the opportunity remedy the defects to Milhaus’s satisfaction prior to Closing or renegotiate the Purchase Price; and*
- *Except for the defects Milhaus notifies Seller of prior to expiration of the Due Diligence Period, Milhaus would be deemed to have waived the results of any other due diligence and inspections at the end of the Due Diligence Period.*

Approvals Period

180 days

- *Period would begin upon expiration of the Due Diligence Period;*
- *Approvals may include, but not limited to, neighborhood and zoning approvals, design and engineering, financial feasibility, public incentives, and market analysis; and*
- *Milhaus would use commercially reasonable actions to obtain all necessary Approvals for its Intended Use.*

Closing Period

60 days

- *Closing Period would begin upon Purchaser’s satisfaction of all approval rights under the Approvals Period and any exercised extensions therein*

**Non-Binding Agreement:**

THIS PROPOSAL IS NON-BINDING AND NO PARTY WILL HAVE ANY OBLIGATIONS UNTIL DEFINITIVE AGREEMENTS HAVE BEEN EXECUTED AND DELIVERED TO AUTHORIZED REPRESENTATIVES OF ALL PARTIES TO THE TRANSACTION.

Agreed to by:

**Milhaus Development, LLC**

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Name/Title: Tadd M. Miller, Manager

Date \_\_\_\_\_

**Walnut Hills Redevelopment Foundation**



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Name/Title: Samantha Reeves, Interim Executive Director

Date 5/20/19

Exhibit A – Property

Exhibit B – Building Concept Plan

Cc:     Jake Dietrich, Milhaus  
          Greg Martin, Milhaus

## Exhibit A – Property

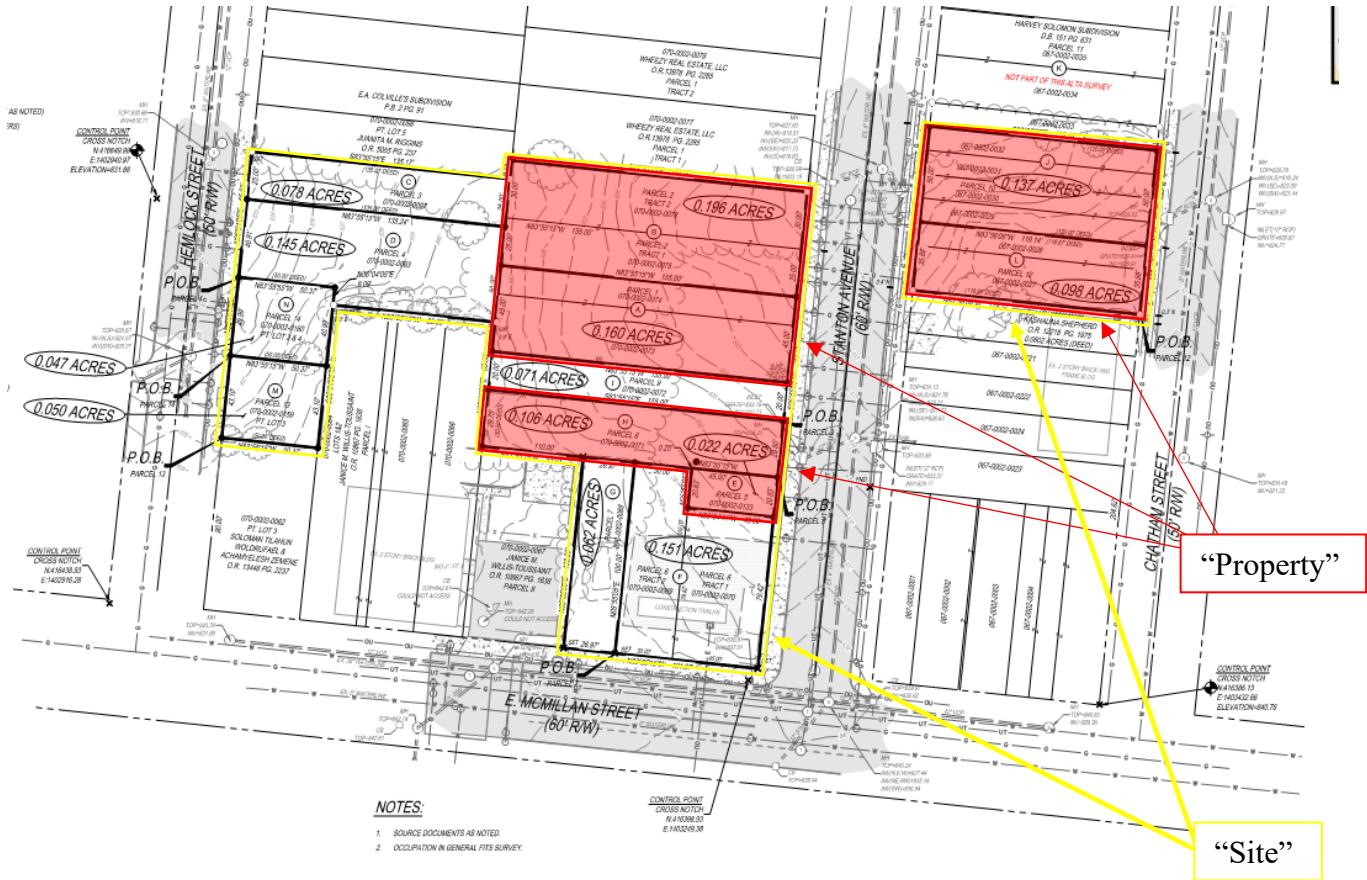


Exhibit B – Concept Plan





**First American**  
**Commitment**

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

**COMMITMENT FOR TITLE INSURANCE**

**Issued By**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy..
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American**

# Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company National Commercial Services  
Commitment No.: NCS-996819-INDY

Issuing Office: 211 N. Pennsylvania Street, Suite 1250, Indianapolis, IN 46204  
Issuing Office File No.: NCS-996819-INDY

Property Address: Poste Project Phase II, Cincinnati, OH

Revision No.:

## SCHEDULE A

1. Commitment Date: January 31, 2020 at 7:30 AM

2. Policy to be Issued:

(a)  ALTA® Owner's Policy of Title Insurance (6-17-06)

Proposed Insured: To Be Furnished

Proposed Policy Amount: \$1,000.00

(b)  ALTA® Loan Policy of Title Insurance (6-17-06)

Proposed Insured: None

Proposed Policy Amount: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is

### Fee Simple

4. The Title is, at the Commitment Date, vested in: HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR [Book 12568, Page 01545](#) and Document No. 14-0029493 (as to Parcel 1)

FREDERICK A. MOORE JR. by Quit Claim Deed recorded in/as OR [Book 11535, Page 01901](#) and Document No. 10-0110861 (as to Parcel 2)

AGID PROPERTIES, LLC, an Ohio Limited Liability Company by General Warranty Deed recorded in/as OR [Book 12409, Page 00953](#) and Document No. 13-0125263 (as to Parcel 3)

AGID PROPERTIES, LLC by Limited Warranty Deed recorded in/as OR [Book 12503, Page 02473](#) and Document No. 14-0001340 (as to Parcel 4)

WALNUT HILLS REDEVELOPMENT FOUNDATION by Deed recorded in/as OR [Book 12306, Page 01314](#) and Document No. 13-0059968 (as to Parcel 5)

CITY OF CINCINNATI, an Ohio municipal corporation by General Warranty Deed in/as OR [Book 11525, Page 01839](#) and Document No. 10-0104558 (as to Parcel 6)

CITY OF CINCINNATI by General Warranty Deed in/as OR [Book 11425, Page 01787](#) and Document

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HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR [Book 12967, Page 01251](#) and Document No. 15-0085973 (as to Parcel 8)

FRED ORTH AND MARLENE MINER, Husband and Wife by Auditor's Deed recorded in/as OR [Book 12091, Page 00508](#) and Document No. 12-0102408 (as to Parcel 9)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR [Book 12892, Page 01110](#) and Document No. 15-0048202 (as to Parcel 10)

CINCINNATI METROPOLITAN HOUSING AUTHORITY by General Warranty Deed recorded in/as Deed [Book 4326, Page 1350](#) (as to Parcel 11)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR [Book 12568, Page 01548](#) and Document No. 14-0029494 (as to Parcel 12)

5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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*First American*

# Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the Policy or Policies to be issued.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. Receipt and review of an acceptable survey of the Land if the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of said survey.
7. Submit to the Company the proper authority documents authorizing the transfer of interest of the parties and/or entities involved in this transaction.
8. A completed DTE 100 Form, or DTE 100EX Form if applicable, signed by the Grantee, must be presented with any deed or 99-year lease to be recorded for the purpose of paying the transfer tax or being exempted therefrom. An acceptable supporting affidavit must be presented with a DTE 100EX Form.
9. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.
10. The Company may make additional exceptions and/or requirements upon (a) its review of the documents creating the estate or interest to be insured; (b) its review of other documentation pertinent to this transaction; and (c) ascertaining other details of the transaction.
11. The following will be required with respect to a corporation:
  - A. A certificate of good standing of recent date, issued by the Secretary of State of the corporation's state of domicile.

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- B. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officer(s) shall have the power to execute documents on behalf of the corporation. If the transaction involves a transfer of all or substantially all of the corporation's assets, the Company must be provided with a resolution of the shareholders authorizing the contemplated transaction.
- C. Other requirements may be imposed by the Company following its review of the documentation required herein.

12. The following will be required with respect to a Limited Liability Company:

- A. A copy of the operating agreement and any amendments thereto as well as a Certificate of Full Force and Effect or comparable state certificate issued by the Secretary of State of the limited liability company's state of domicile must be provided by the Company.
- B. Other requirements may be imposed by the Company following its review of the documentation required herein.

13. A release of dower rights by any spouse of a Grantor/Mortgagor/Lessor will be required.

14. Upon any conveyance or mortgage of the land by the governmental entity shown in Schedule satisfactory evidence should be furnished establishing that compliance has been had with the appropriate enabling statute.

15. Evidence satisfactory to the Company that the deed executed by AGID Properties, LLC to Wayne ST Holdings, LLC , recorded December 01, 2017 in/as OR [Book 13555, Page 01456](#) and Document No. 17-0109836 of Hamilton County Records is valid.

(Affects Parcels 3 and 4)

16. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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*First American*

## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Rights of parties in possession of all or any part of the Land, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The following exception will appear in any loan Policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy, pursuant to Ohio Revised Code Section 1509.31(D).
7. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
8. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the Land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the Land by the State, County, Municipality, Township, or other taxing authority.

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9. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 070-0002-0073-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$35.31.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 1)

10. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 070-0002-0075-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$19.63.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Tract 1 of Parcel 2)

11. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 070-0002-0076-00

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First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$23.52.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Tract 2 of Parcel 2)

12. Taxes and Assessments for the year 2019:

Assessed in the name of:Wayne St Holdings LLC

Parcel No.: 070-0002-0097-00

First half taxes in the amount of \$46.96 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$41.55 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$1,090.00

Improvements: \$0.00

Total: \$1,090.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 3)

13. Taxes and Assessments for the year 2019:

Assessed in the name of:Wayne St Holdings LLC

Parcel No.: 070-0002-0063-00

First half taxes in the amount of \$48.90 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$40.03 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

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Exemption amount: \$0.00  
Land: \$830.00  
Improvements: \$0.00  
Total: \$830.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 4)

14. Taxes and Assessments for the year 2019:

Assessed in the name of: Walnut Hills Redevelopment Foundation

Parcel No.: 070-0002-0133-00

First half taxes in the amount of \$37.31 , including current assessments, if any, is Not Paid.

Last half taxes in the amount of \$32.77 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00  
Land: \$860.00  
Improvements: \$0.00  
Total: \$860.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 5)

15. Taxes and Assessments for the year 2019:

Assessed in the name of: Cincinnati City of

Parcel No.: 070-0002-0070-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00  
Land: \$0.00  
Improvements: \$0.00  
Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

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(Affects Tract 1 of Parcel 6)

16. Taxes and Assessments for the year 2019:

Assessed in the name of: Cincinnati City of

Parcel No.: 070-0002-0069-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Tract 2 of Parcel 6)

17. Taxes and Assessments for the year 2019:

Assessed in the name of: Cincinnati City of

Parcel No.: 070-0002-0068-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 7)

18. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

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Parcel No.: 070-0002-0071-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$23.52.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 8)

19. Taxes and Assessments for the year 2019:

Assessed in the name of:Orth Fred & Marlene Miner

Parcel No.: 070-0002-0072-00

First half taxes in the amount of \$65.31 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$60.98 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$1,600.00

Improvements: \$0.00

Total: \$1,600.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 9)

20. Taxes and Assessments for the year 2019:

Assessed in the name of:Hamilton County Land Reutilization Corporation

Parcel No.: 067-0002-0029-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

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Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$78.34.

Exemption amount: \$0.00  
Land: \$0.00  
Improvements: \$0.00  
Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 10)

21. Taxes and Assessments for the year 2019:

Assessed in the name of: Cincinnati Metropolitan Housing Authority

Parcel No.: 067-0002-0033-90

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00  
Land: \$0.00  
Improvements: \$0.00  
Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 11)

22. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 067-0002-0027-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$54.81.

Exemption amount: \$0.00  
Land: \$0.00  
Improvements: \$0.00  
Total: \$0.00

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(Affects Parcel 12)

23. Matters as disclosed in plat recorded in Plat Book 14, Page 460 of Hamilton County Records.

(Affects Parcels 2,5,7,8,9)

24. Matters as disclosed in plat recorded in Plat [Book 2, Page 91](#) of Hamilton County Records.

(Affects Parcels 3 and 4 )

25. Matters as disclosed in plat recorded in Will Book 14, Page 434 of Hamilton County Records.

(Affects Parcel 6)

26. Matters as disclosed in Consolidation plat recorded in Plat [Book 415, Page 20](#) of Hamilton County Records.

(Affects Parcel 4)

27. Matters as disclosed in plat recorded in Book 1, Page 366 of Hamilton County Records.

(Affects Parcel 7)

28. Matters as disclosed in plat recorded in Deed Book 151, Page 631 of Hamilton County Records.

(Affects Parcels 10 and 11)

29. Matters as disclosed in plat recorded in Deed Book 161, Page 632 of Hamilton County Records.

(Affects Parcel 12)

30. Child Support Enforcement Agency Lien on Real Estate/Personal Property Against: Ricky Moore In favor of Hamilton County Child Support Enforcement Agency in the Amount of Lien: \$53,820.85 recorded December 11, 2008 in/as OR [Book 11017, Page 01243](#) of Hamilton County Records.

(Affects Parcel 1)

31. Certificate of Judgment, Case No. CJ15001601 in favor of City of Cincinnati and against Walnut Hills Redevelopmt in the amount of \$3,762.50 plus interest and costs, filed February 3, 2015.

(Affects Parcel 5)

32. Entry of Forfeiture to Hamilton County Land Reutilization Corporation as Case No. [A1304629](#) filed October 3, 2014.

(Affects Parcel 2)

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33. The effect of deed executed by AGID Properties, LLC to Wayne ST Holdings, LLC, recorded December 01, 2017 as OR [Book 13555, Page 01456](#) and Document No. 17-0109836 of Hamilton County Records.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

(Affects Parcels 3 and 4)

34. Dower rights of any spouse of Frederick A. Moore Jr.

35. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.

36. Rights of the public and public utilities in and to that portion of the land lying within the bounds of any publicly dedicated street(s).

#### LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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**First American**

## Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

File No.: NCS-996819-INDY

The Land referred to herein below is situated in the County of Hamilton, State of Ohio, and is described as follows:

### Parcel 1:

Situated and located in the City of Cincinnati, County of Hamilton, and State of Ohio, in the Southwest Quarter of Section (8), Township (3), Fractional Range Town (2) of the Miami Purchase.

Beginning at a point in the East line of Cottage Farm one hundred eighty (180) feet more or less North of the South line of said Section;

Thence, North along said East line forty-five (45) feet;

Thence, extending back at this width between two (2) parallel lines with said section line one hundred fifty-five (155) feet, more or less to the David Lot, and being a part of Lot Fourteen (14), as shown on a plat of said Cottage Farm made by Peter H. Kemper and adopted by him as a plat of his last will and testament, as will fully appears on the records of Wills of said County, together so much of the space East of said Lot as is contained between the lines of the part of said Lot conveyed. Extending East to the East line of said farm, said space being subject to the provisions of the Will of said Peter H. Kemper in regards to any right of way through or along the same Lot of in regard to the annexation.

### Parcel 2:

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:

Tract 1: Being the North 25 feet of Lot No. 14 of Peter H. Kemper's Subdivision of Cottage Farm, as recorded in Will Book 14, Page 460 of the Probate Court Records of Hamilton County, Ohio. Said property fronts 25 feet on the West side of Stanton Avenue, 225 feet North of Centerline of McMillian Street, and extends Westwardly between parallel lines 155 feet.

Tract 2: Situated in the City of Cincinnati, County of Hamilton, State of Ohio and more particularly described as follows:

All that certain lot or land beginning at a point on the East line of Peter H. Kemper's Subdivision, said point being the intersection of the South line of Lot 15 of said subdivision and West line of Stanton Avenue;

Thence North along said West line of Stanton Avenue 30 feet;

Thence extending back Westwardly the same width, parallel with said South line of Lot 15, 155 feet to the Davies lot; being the Southerly 30 feet of Lot 15 as shown on a plat of said Cottage Farm Subdivision made by Peter H. Kemper and accepted by him as a part of his last will and testament as said plat is recorded in Will Book 14, Page 460 of the Will records of the probate court of Hamilton County, Ohio.

### Parcel 3:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows:

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and

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lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Coleville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Parcel 4:

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Collville's Subdivision, recorded in Plat [Book 2, Page 91](#) of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the Easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the Northerly right-of-way of East McMillan Street,

Thence Northeasterly with the Easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the Northwesterly corner of Lot 4, also a corner of Richard and Karen Hordinski (OR [10283, PG. 1169](#));

Thence Southeasterly with the North line of Lot 4 and Hordinski's South line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the Northeasterly corner of Lot 4, said corner being in the Westerly line of Joseph Wiggins (OR. [7221, PG. 633](#));

Thence Southwesterly with the East line of Lot 4 and the Westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG.1215), South 00° 30' 00" West, 50.00 feet to the Southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the Northeasterly corner of Lot 1;

Thence Northwesterly with the North line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. [6362, PG. 245](#)). North 89° 30' 00" West, 85.00 feet to the Northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

Thence Northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" iron pin and cap;

Thence Northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Being the same land described in Official [Record 7235, Page 1717](#), as recorded in Hamilton County, Ohio records.

Being the result of a survey, dated March 5th, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Numbers 70-2-96 of the Hamilton County, Ohio Tax Maps.

Bearings for the description are based on Plat [Book 2, Page 91](#).

Parcel 5:

Situate in the City of Cincinnati, County of Hamilton, Ohio, and being part of Lots 13 and 14 of P. H. Kemper's Subdivision in Probate Court Will Book 14, Page 460 of the Records of Probate Court of Hamilton County, Ohio, and being more particularly described as follows:

In the Southeast corner of the Southwest quarter of Section 8, Township 3, Fractional Range 2, fronting 20 feet and 10 inches on the West side of Stanton Avenue, formerly Lane Street, 79 feet 5 inches North of the Northwest corner of Stanton and McMillan Streets, with a depth between parallel lines of 45 feet and being the North part of the lot heretofore conveyed to Louisa C. Banding by G. F. Becker and wife by deed dated June 10, 1902.

Parcel 6:

Tract 1:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, and further described as follows, to wit:

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Being part of Lot No. 13 of Peter H. Kemper's Subdivision of the Cottage Farm set forth in Will Book 14, Page 434, Probate Court Records of Hamilton County, Ohio and being situated in the Southeast corner of the Southwest quarter of Section 8, Township 3, Fractional Range 2, of the Miami Purchase, fronting 45 feet on the North side of McMillan Street and running back the same width 79 feet and 5 inches on the West side of Stanton, formerly Lane Street, and being 45 feet off the East side of Lot No. 13 of said Subdivision.

Tract 2:

Being part of Lot No. 13 of Peter H. Kemper's Subdivision of the Cottage Farm set forth in Will Book 14, Page 434, Probate Court Records of Hamilton County, Ohio and being situated in the Southeast corner of the Southwest quarter of Section 8, Township 3, Fractional Range 2, of the Miami Purchase, fronting 30 feet on the North side of McMillan Street and extending back the same width between lines parallel with Stanton Avenue and parallel to each other the distance of 100 feet in depth, and being located 45 feet distant from the corner of McMillan and Stanton Avenue.

Parcel 7:

All that certain lot of land in Section 8, Township 3, Fractional Range 2, Miami Purchase, Hamilton County, Ohio, in the City of Cincinnati, being part of Lot 13 as shown on the plat of Cottage Farm as made by Peter H. Kemper and recorded in Book 1, Page 366 Probate Court Records of Hamilton County, and being more particularly described as follows:

Beginning at a point in the North line of McMillan Street 75 feet West of the West line of Stanton Avenue (formerly Line Street);

Thence running Northwardly parallel with Stanton Avenue 100 feet;

Thence running Westwardly parallel with McMillan Street 26.67 feet;

Thence running Southwardly 100 feet to a point in the North line of McMillan Street, distant 26.97 feet Westwardly from the place of beginning, said point being in the line of the West side of a brick wall;

Thence running Eastwardly 26.97 feet to the place of beginning.

Parcel 8:

Being a part of Lot No. 14 of Peter H. Kemper's Cottage Farm Subdivision, as per plat recorded in Will Book 14, Page 460 of the Probate Court Records of Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point on the West side of Stanton Avenue, 100 feet North of the North line of McMillan Street;

Running thence Westwardly along the South line of said Lot No. 14, a distance of 155 feet to the Southwest corner of said Lot 14;

Thence Northwardly along the West line of said lot, a distance of 30 feet to a point;

Thence Eastwardly parallel to the South line of said lot a distance of 155 feet to the West line of Stanton Avenue, a distance of 30 feet to the place of beginning; excepting therefrom a strip of ground 3 inches by 45 feet heretofore conveyed by Hannah Crowley to Louise C. Rendigs by deed recorded in Deed Book 982, Page 153 of said county records.

Said exception of three (3) inches by forty-five (45) feet being located at the Southeasterly corner of the above described premises.

Parcel 9:

Situated in Southwest quarter of Section 8, Town 3, Fractional Range 2, of Miami Purchase, Hamilton County, Ohio, and

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more particularly described as follows: Being a part of Lot #14 of Subdivision of Cottage Farm made and adopted by Peter H. Kemper as part of his Last Will and Testament, as will fully appear in Will Book 14, Page 460, of the Will Records of Hamilton County, Ohio. Beginning at a point in the West line of Stanton Avenue 130 feet North of the North line of McMillan Street;

Thence West parallel with the South line of said Lot #14, 155 feet to a point in the West line of said Lot #14;

Thence North along the West line of said Lot #14 a distance of 20 feet;

Thence East parallel with the South line of said Lot #14 a distance of 155 feet to a point in the West line of Stanton Avenue;

Thence South along the West line of said Stanton Avenue 20 feet to the place of beginning.

Parcel 10:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being known as Lot No. 37. The North half of Lot No. 36 and the South half of Lot No. 38 of Solomon Harvey's Subdivision, formerly recorded in Deed Book 151 Page 631, Hamilton County Recorder's Office. Said real estate fronting 50 feet on Chatham Street and extending back at right angles 120 feet to Lane Street.

Parcel 11:

Situate in the City of Cincinnati, Hamilton County, Ohio, and being the North one-half (1/2) of lot thirty-eight (38) and all of lots thirty-nine (39) and forty (40) in Harvey's Subdivision of Walnut Hills, Cincinnati, Ohio, a plat of which is recorded in Book 151, Page 631 of the Records of Hamilton County, Ohio. Said lots together having a frontage of sixty-two and one half (62.50) feet on the West side of Chatham Street and extending Westwardly one hundred twenty (120) feet to Stanton Avenue.

Excepting six (6) inches by forty-eight (48) feet off the Northwest corner of lot forty (40).

Parcel 12:

In the City of Cincinnati, County of Hamilton, and State of Ohio, to wit:

Beginning on the West side of Chatham Street at a point 204.62 feet North of McMillan Street;

Thence, North along the West line of Chatham Street 35.88 feet;

Thence, West 118.87 feet to the point in the East line of Stanton Avenue 240.47 feet North of McMillan Street;

Thence, South along Stanton Avenue 35.88 feet;

Thence, East parallel with McMillan Street 118.85 feet to the place of beginning, being part of Lots 35 and 36 of Solomon Harvey's Subdivision as recorded in Deed Book 161, Page 632 of the Deed Records of Hamilton County, Ohio.

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Wayne Coates  
 Hamilton County Recorders Office  
 Doc #: 14-0029493 Type: NCDE  
 Filed: 03/28/14 02:34:10 PM \$0.00  
 Off. Rec.: 12568 01545 F L31 3 326

00000000000000000000000000000000  
 b1256801545fb

8th Series Index:  
 A/O: 070-0002-0073-00

Sale #

### HAMILTON COUNTY LAND REUTILIZATION CORPORATION AUDITOR'S DEED

Rev. Code, Secs. 5721.09; 5723, .04, .05, .06, .07, .10, .12.

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described having become and being delinquent for the nonpayment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas, and of the County Auditor of Hamilton County, Ohio; Case No. A1202790; and

WHEREAS, pursuant to Ohio Revised Code 5723.04 (B), at the request of the Hamilton County Land Reutilization Corporation organized under Chapter 1724 of the Ohio Revised Code, the County Auditor shall promptly transfer to such corporation by Auditor's Deed the fee simple title to the following forfeited real property;

THEREUPON, the land is deemed sold to the Hamilton County Land Reutilization Corporation for no consideration pursuant to Ohio Revised Code 5723.04 (B). The County Auditor, acting as agent for the State of Ohio, then and there sold said real estate to the said Hamilton County Land Reutilization Corporation and thereupon gave said purchaser a Certificate of sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor.

NOW, THEREFORE, I, Dusty Rhodes, as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, for no consideration pursuant to Ohio Revised Code 5723.04 (B) and the additional statutory fee BARGAIN, SELL AND CONVEY unto the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, whose address is 299 East 6th Street, Suite 2A, Cincinnati, Ohio 45202, its successors and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows:

Deed Date: 3/28/14  
 Doc. Number: 14-0029493  
 Transf. Date: 3/28/14  
 Sec. 319.202, R.C.  
 Sec. 369.02 R.C.  
 County Auditor  
 \$0.00 amount  
 Documentary fee: \$0.00

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINE...

Tax Map - 25114 D

CAGIS - Bry Pm

Plat Book 70, Page 2, Parcel 73

*By Pm 156A*  
10-2 (73-74/cons)

Situated and located in the City of Cincinnati, County of Hamilton, and State of Ohio, in the Southwest Quarter of Section (8), Township (3), Fractional Range Town (2) of the Miami Purchase.

Beginning at a point in the east line of Cottage Farm one hundred eighty (180) feet more or less north of the south line of said Section; thence, north along said east line forty-five (45) feet; thence, extending back at this width between two (2) parallel lines with said section line one hundred fifty-five (155) feet, more or less to the David Lot, and being a part of Lot Fourteen (14), as shown on a plat of said Cottage Farm made by Peter H. Kemper and adopted by him as a plat of his last will and testament, as will fully appears on the records of Wills of said County, together so much of the space east of said Lot as is contained between the lines of the part of said Lot conveyed. Extending east to the east line of said farm, said space being subject to the provisions of the Will of said Peter H. Kemper in regards to any right of way through or along the same Lot of in regard to the annexation, thereof to the same street so called, being know and numbered as Numbers 2513 - 2515 Stanton Avenue, Cincinnati, Ohio 45206.

Prior Deed Book Reference: Official Record Book 11240, page 1391  
Hamilton County, Ohio Deed Records

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, successors and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand this 24 day of February, 2014



*DR*  
Dusty Rhodes  
County Auditor of Hamilton County, Ohio  
Acting as Agent for the State of Ohio

RECEIVED MAR 1 1974

## STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 7 day of February, 2014, before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above-named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

**SUSAN SILVER**  
ATTORNEY AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE.  
SECTION 147.03 O.R.C.

  
\_\_\_\_\_  
Notary Public - State of Ohio

This instrument prepared by Charles Anness, Assistant Prosecuting Attorney, Hamilton County, Ohio.

Approved as to Form:

  
\_\_\_\_\_  
Charles Anness  
Assistant Prosecuting Attorney

Conveyee number: 11794  
Deed number: 29315  
Deed number: 29315  
Transfer date: 09/21/2010  
Right number: 222423  
Sec 322.02 R.C.  
Sec 319.02 R.C.  
Transfer date: 09/21/2010  
Hamilton County Auditor  
Sales amount: 4,000  
Permit fee: 8.00  
Transfer fee: 1.00  
Conveyance fee: 4.00  
Fee total: 15.00

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 10-0110861 Type: DE  
Filed: 09/21/10 02:15:34 PM \$28.00  
Off.Rec.: 11535 01901 F 2 461

1153501901F

## Quit Claim Deed

State of Ohio

Hamilton County

Know All Men, By These Presents, **Affordable American Homes LLC** herein referred to as "Grantor(S)" whose address is P.O. Box 892 Dublin OH 43017 City of Dublin, County of Franklin, State of Ohio, for the consideration of the sum of Four thousand dollars (\$4000.00) received in full satisfaction in the form of same value in another house exchanged for part payment of this and other valuable considerations paid, grants with quit claim covenants to **FREDERICK A. MOORE JR.** herein after referred to as "grantee(s)" whose address is **461 HIGHLAND AVENUE, WARREN OH 44485** the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed released and confirmed and by these presents both grant, bargain, sell, alien, eneoff, release and confirm unto the Grantee, for Grantee's life, remainder to the survivor of Grantee, the following described property;

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:  
PARCEL 1: BEING THE NORTH 25 FEET OF LOT NO. 14 OF PETER H. KEMPER'S SUBDIVISION OF COTTAGE FARM, AS RECORDED IN WILL BOOK 14, PAGE 460 OF THE PROBATE COURT RECORDS OF HAMILTON COUNTY, OHIO. SAID PROPERTY FRONTS 25 FEET ON THE WEST SIDE OF STANTON

AVENUE, 225 FEET NORTH OF CENTERLINE OF MCMILLIAN STREET, AND EXTENDS WESTWARDLY BETWEEN PARALLEL LINES 155 FEET.

PARCEL 2: Situated in the City of Cincinnati, County of Hamilton, State of Ohio and more particularly described as follows:

ALL THAT CERTAIN LOT OR LAND BEGINNING AT A POINT ON THE EAST LINE OF PETER H. KEMPER'S SUBDIVISION, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT 15 OF SAID SUBDIVISION AND WEST LINE OF STANTON AVENUE; THENCE NORTH ALONG SAID WEST LINE OF STANTON AVENUE 30 FEET; THENCE EXTENDING BACK WESTWARDLY THE SAME WIDTH, PARALLEL WITH SAID SOUTH LINE OF LOT 15, 155 FEET TO THE DAVIES LOT; BEING THE SOUTHERLY 30 FEET OF LOT 15 AS SHOWN ON A PLAT OF SAID COTTAGE FARM SUBDIVISION MADE BY PETER H. KEMPER AND ACCEPTED BY HIM AS A PART OF HIS LAST WILL AND TESTAMENT AS SAID PLAT IS RECORDED IN WILL BOOK 14, PAGE 460 OF THE WILL RECORDS OF THE PROBATE COURT OF HAMILTON

11535 1901 DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Man. X (9-21-10)  
Description: Hamilton, OH Document - Book. Page 11535.1901 Page: 1 of 2  
Order: 996819 Comment: CAGIS - /

COUNTY, OHIO. Parcel Nos: 070-0002-0075-00 & 070-0002-0076-00

AKA: 2517 Stanton Avenue, Cincinnati, OH 45206

**Subject To All** covenants, restrictions, easements, conditions, and rights appearing of record;  
And Subject to any state of facts an accurate survey would show.

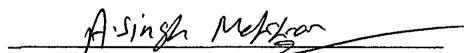
**To Have And To Hold** said premises, with the appurtenances thereunto belonging, to the said Grantee (s), and to the heirs and assigns of said Grantee (s), forever.

**And The Said Grantor**, and his successors, hereby covenants with the said Grantee (s), and assigns of said Grantee (s), that said premises are free and clear from all encumbrances, whatsoever, by, from agreements, covenants and conditions of record;  
and Except any state of facts with which would be disclosed by an accurate survey of the premises herein conveyed.

**Said Grantor**, and his successors, hereby further covenants that said Grantor, and his successors, will Forever Warrant And Defend the Same with the appurtenances thereunto belonging, unto said Grantee (s), and the heirs and assigns of said Grantee (s), against lawful claims of all persons claiming by, from, through, or under the said Grantor herein.

**IN WITNESS WHERE OF**, the Grantors Amardeep Makkar as a Grantor/seller and as founder member/owner of **Affordable American Homes LLC** as its officer duly authorized agent who hereby release their respective rights of dower herein, If any, have caused their names to be subscribed hereunto set her hands, 16<sup>th</sup> day of September 2010.

Signed and Acknowledged by:



**Affordable American Homes LLC**

Signed and Acknowledged in the presence of

State of OHIO, County of Franklin

Be it remembered that, on this 16 day of Sept 2010 before me the subscriber, personally came and appeared before me above- named representative of **Affordable American Homes LLC** known to be the Grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

In testimony wherefore, I have hereunto signed my name and affixed my official seal this

16 day of Sept 2010.

My Commission expires (month/day) Jan 28 (year) 2012.



**MELISSA OLDAKER**  
Notary Public  
My Commission Expires:  
January 28, 2012

  
NOTARY PUBLIC

Prepared By: Amardeep Makkar P.O. Box 892 Dublin OH 43017

11535 1902

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER  
9/6/13 12  
Tax Map -  
CAGIS -

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 13-0125263 Type: DE  
Filed: 09/06/13 10:21:16 AM \$28.00  
Off.Rec.: 12409 00953 F M27 1 199

1240900953FB

Auditor's Parcel No. 70-2-97

GENERAL WARRANTY DEED

RICHARD A. HORDINSKI and KAREN HORDINSKI, husband and wife, hereinafter referred to as Grantor(s), of Hamilton County, Ohio for valuable consideration, paid, grant(s), with general warranty covenants to, AGID PROPERTIES, LLC, an Ohio Limited Liability Company, whose tax-mailing address is P. O. Box 19701, Cincinnati, Ohio 45206 the real property as more particularly described as follows:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows:

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Coleville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Subject to easements and restrictions of record, and taxes and assessments, if any, due and payable for December, 2013, and thereafter.

Being the property conveyed to the Grantor(s) herein by instrument recorded on Official Record 10283, Page 1169, in the Official Records of Hamilton County, Ohio.

Signed and acknowledged this 6<sup>th</sup> day of September, 2013.

  
RICHARD A. HORDINSKI

  
KAREN HORDINSKI

STATE OF OHIO )  
) SS:  
COUNTY OF HAMILTON )

BE IT KNOWN, That on this 6<sup>th</sup> day of September, 2013, before me, the subscriber, a Notary Public in and for said County and State, personally came **Richard A. Hordinski and Karen Hordinski, husband and wife**, Grantor(s) in the foregoing deed, known to me and whose identities were proven by satisfactory evidence and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I HAVE hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Prepared by:  
John R. Meckstroth, Jr.  
Attorney at Law  
114 East Ninth Street  
Cincinnati, Ohio 45202



JOHN R. MECKSTROTH, JR.  
Notary Public, State of Ohio, No. 295550  
My Commission Expires 09/05/2013  
Date, Section 147-03, O.R.C.C.  
Sec. 322.02 R.C.  
Dusty Rhodes  
Hamilton County Auditor  
Sales amount: 3,500  
Permissive fee: 7.00

Transfer fee: 0.50  
Conveyance fee: 3.50  
Fee total: 11.00

3

Wayne Coates  
 Hamilton County Recorders Office  
 Doc #: 14-0001340 Type: DE  
 Filed: 01/06/14 02:36:36 PM \$36.00  
 Off. Rec.: 12503 02473 F M27 3 486

1250302473Fb

FR12002851

REO #969760

### Limited Warranty Deed

This Deed is from Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States of America ("Grantor"), to AGID Properties, LLC, ("Grantee")

For value received, Grantor hereby grants, remises, aliens and conveys unto Grantee, and to Grantee's heirs and assign forever, but without recourse, representation or warranty, except as expressed herein, all of grantor's right, title and interest in and to that certain tract or parcel of land commonly known as 2516-2518 Hemlock Street, Cincinnati, OH 45206 and situated in the City of Cincinnati, County of Hamilton, State of Ohio, described as follows (the "Premises"):

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN.

Subject to easements and restrictions of record.

Permanent Parcel #: 070-0002-0063-00

Tax Mailing Address: , , PO BOX 19701 CINCINNATI, OH 45219

Prior Instrument Reference: Book 12112 Page 1482 of the Official Records of Hamilton County, Ohio.

Convey. number: 308042  
 Deed number: 309011  
 Inst. number: 309011  
 Transfer date: 01/06/2014  
 Sec. 319.202, R.C.  
 Sec. 322.02 R.C.  
 County Recorder  
 Hamilton County Auditor  
 Sales amount: 0  
 Permissive fee: 0.00

And Grantor, for itself and its successors does covenant, promise and agree, to and with Grantee, Grantee's heirs and assigns, that Grantor has not done or caused anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that Grantor will specially warrant title to the Premises, against all persons lawfully claiming or who may claim the same, by, through or under Grantor but not otherwise.

Dated this 6 day of December, 2013.

**Federal Home Loan Mortgage  
Corporation  
by Lerner Sampson & Rothfuss as  
Attorney in Fact**

by: SP  
**Andrew M. Top, Assistant Secretary**  
**POA Recorded: O.R. 11828 and Page**  
**01578**

STATE OF OHIO) SS:

COUNTY OF HAMILTON)

**BE IT REMEMBERED**, That on this 6 day of December, 2013 before me, the subscriber, a Notary Public in and for said County and State, personally came, Andrew M. Top, Assistant Secretary of Lerner Sampson & Rothfuss, as Attorney in Fact for Federal Home Loan Mortgage Corporation, the Grantor in the foregoing Deed, and acknowledged the signing thereof to be his/her voluntary act and deed and the voluntary act and deed on behalf of the corporation.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my Official seal on the day and year last aforesaid.



KATHLEEN WARREN  
 Notary Public, State of Ohio  
 My Commission Expires July 30, 2018 Notary Public

A handwritten signature of Kathleen Warren in black ink.

My Commission expires: \_\_\_\_\_

This instrument was prepared by:  
 Lerner, Sampson & Rothfuss  
 120 East Fourth Street  
 Cincinnati, OH 45202

## EXHIBIT "A"

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the northwesterly corner of Lot 4, also a corner of Richard and Karen Hordinski (OR 10283, PG. 1169);

thence southeasterly with the north line of Lot 4 and Hordinski's south line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the northeasterly corner of Lot 4, said corner being in the westerly line of Joseph Wiggins (OR. 7221, PG. 633);

thence southwesterly with the east line of Lot 4 and the westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG.1215), South 00° 30' 00" West, 50.00 feet to the southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the northeasterly corner of Lot 1;

thence northwesterly with the north line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245). North 89° 30' 00" West, 85.00 feet to the northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

thence northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" iron pin and cap;

thence northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Being the same land described in Official Record 7235, Page 1717, as recorded in Hamilton County, Ohio records.

Subject to all legal rights-of-way, easements, covenants, and restrictions of record and or existence.

Being the result of a survey, dated March 5th, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Numbers 70-2-96 of the Hamilton County, Ohio Tax Maps.

Bearings for this description are based on Plat Book 2, Page 91.

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER  
Tax Map - *EA* (1-6-14)  
CAGIS - *EA*

## Know All Men by These Presents

That Fred Orth and Marlene Miner whose address is 926 Morris Street, Cincinnati, Ohio 45206 in consideration of \$1.00 (one dollar) to them paid by Walnut Hills Redevelopment Foundation whose address is 2505 May Street, Cincinnati, Ohio 45206 do hereby Remise, Release and Forever Quit Claim to the said Walnut Hills Redevelopment Foundation their heirs and assigns forever, the following described Real Estate situate in the City of Cincinnati, in the County of Hamilton, and State of Ohio the property better known and described as

Plat Book 70, Page 2, Parcel 133 *62*

Situate in the City of Cincinnati, County of Hamilton, Ohio, and being part of Lots 13 and 14 of P. H. Kemper's Subdivision in Probate Court Will Book 14, page 460 of the Records of Probate Court of Hamilton County, Ohio, and being more particularly described as follows:

In the southeast corner of the southwest quarter of Section 8, Township 3, Fractional Range 2, fronting 20 feet and 10 inches on the west side of Stanton Avenue, formerly Lane Street, 79 feet 5 inches north of the northwest corner of Stanton and McMillan Streets, with a depth between parallel lines of 45 feet and being the north part of the lot heretofore conveyed to Louisa C. Randing by G. F. Becker and wife by deed dated June 10, 1902.

Prior Deed Reference: Deed Book 11788, page 1379  
Hamilton County, Ohio Deed Records

**To Have and to hold** said premises, with all the privileges and appurtenances thereunto belonging, to said Fred Orth and Marlene Miner, husband and wife, their heirs and assigns forever.

**In Witness Whereof**, the said Fred Orth and Marlene Miner, husband and wife, do hereby release their right in said premises, have hereunto set their hand, this 4th day of May, 2013.

Signed and acknowledged in presence of:

*Fred Orth*  
Fred Orth

*Marlene Miner*  
Marlene Miner  
Hamilton County Recorders Office  
Doc #: 13-0059968 Type: DE  
Filed: 05/06/13 11:25:31 AM \$28.00  
Off. Rec.: 12306 01314 F 1 353



b1230601314fb

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 5/6/13 *D*

CAGIS - \_\_\_\_\_

State of Ohio, Hamilton County, SS:

Be it remembered that on this 4th day of May, 2013, before me a notary public in and for said county, personally came Fred Orth and Marlene Miner the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

0.50  
0.50  
0.50  
0.50

*Lisa L. Slocum*

This Instrument prepared by Fred Orth  
Commission Number: 50009  
Deed number: 285182  
Instr. number: 288206  
Transfer date: 05/06/2013  
Sec. 319.202 R.C.  
Sec. 322.02 R.C.  
**Dusty Rhodes**  
Hamilton County Auditor  
Sales amount: 2,000  
Permissive fee: 4.00

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 10-0104558 Type: DE  
Filed: 09/08/10 01:01:20 PM \$28.00  
Off. Rec.: 11525 01839 F C22 2 448

1152501839Fb

----- space above for Recorder's Office -----

### GENERAL WARRANTY DEED

**SAMMIE GERALDS and FLOSSIE M. GERALDS**, husband and wife, of Hamilton County, Ohio, for valuable consideration paid, hereby grant and convey, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati, Ohio 45202, the following real property:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, and further described as follows, to wit:

Being part of Lot No. 13 of Peter H. Kemper's Subdivision of the Cottage Farm set forth in Will Book 14, Page 434, Probate Court Records of Hamilton County, Ohio and being situated in the southeast corner of the southwest quarter of Section 8, Township 3, Fractional Range 2, of the Miami Purchase, fronting 45 feet on the north side of McMillan Street and running back the same width 79 feet and 5 inches on the west side of Stanton, formerly Lane Street, and being 45 feet off the East side of Lot No. 13 of said Subdivision. 10

Also:

Being part of Lot No. 13 of Peter H. Kemper's Subdivision of the Cottage Farm set forth in Will Book 14, Page 434, Probate Court Records of Hamilton County, Ohio and being situated in the southeast corner of the southwest quarter of Section 8, Township 3, Fractional Range 2, of the Miami Purchase, fronting 30 feet on the north side of McMillan Street and extending back the same width between lines parallel with Stanton Avenue and parallel to each other the distance of 100 feet in depth, and being located 45 feet distant from the corner of McMillan and Stanton Avenue. b7

Property Address: 752, 756 & 758 E. McMillan St., Cincinnati, OH 45206

Auditor's Parcel Nos.: 70-2-69 and 70-2-70

Together with all appurtenant easement and rights. 4

The foregoing general warranty covenants are subject to easements, restrictions and other matters of record, and the lien of real estate taxes and assessments.

Convey. number: 218435

Doc. number: 221547

Instr. number: 221547

Trans. date: 09/08/2010

Sec. 319.202 R.C.

Sec. 322.02 R.C.

Deputy Rhodes

Hamilton County Auditor

Sales amount: 0

Commission fee: 0.00

Prior instrument reference: Deed Book 4207, Page 1937, Hamilton County, Ohio Records.

**DESCRIPTION ACCEPTABLE**  
**HAMILTON COUNTY ENGINEER**

Tax Map: 9/8/16 21

11525 1839

CANADA

The City's acquisition of the real property herein described was authorized by Ordinance No. 258-2009 passed on September 10, 2009.

Executed on September 7<sup>th</sup>, 2010.

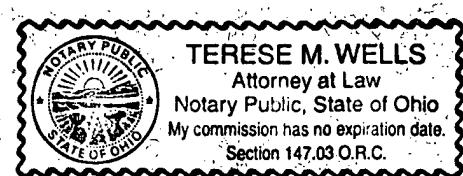
Sammie Gerald  
SAMMIE GERALDS

Flossie Gerald  
FLOSSIE M. GERALDS

STATE OF OHIO )  
COUNTY OF HAMILTON ) SS:

The foregoing instrument was acknowledged before me this 7 day of September, 2010 by SAMMIE GERALDS and FLOSSIE M. GERALDS.

**Notary Public**  
My commission expires: \_\_\_\_\_



Approved as to Form:

Patricia Braxton  
Assistant City Solicitor

This instrument prepared by:  
Patricia D. Braxton  
Office of the City Solicitor  
801 Plum Street, Suite 214  
Cincinnati, Ohio 45202

Conveyee, name and number:	Deed number 206999
Transfer date:	05/07/2010
Market number:	212125
Fee total:	0.50
Conveyance Fee:	0.00
Transfer Fee:	0.50
Fee total:	0.50
Sales amount: 0	
Sales date: 00/00/00	
Buyer Residence: Sec. 322-02 R.C.	
Buyer Residence: Sec. 319-202, R.C.	
Hamilton County Auditor	
Sales fee: 0	

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 10-0050833 Type: DE  
Filed: 05/07/10 02:26:00 PM \$28.00  
Off.Rec.: 11425 01787 F C22 2 382

b1142501787Fb

**GENERAL WARRANTY DEED**  
**Statutory Form ORC 5302.08**

Darryl Terrell, married, whose spouse is Lois Celeste Terrell for valuable consideration paid, grants with general warranty covenants, to the City of Cincinnati, whose tax mailing address is 801 Plum Street, City Hall, Cincinnati, Ohio 45202, the following real property:

All that certain lot of land in Section 8, Township 3, Fractional Range 2, Miami Purchase, Hamilton County, Oho, in the City of Cincinnati,, being part of Lot 13 as shown on the plat of Cottage Farm as made by Peter H. Kemper and recorded in book 1, Page 366 Probate Court Records of Hamilton County, and being more particularly described as follows:

Beginning at a point in the north line of McMillan Street 75 feet west of the west line of Stanton Avenue (formerly Line Street); thence running northwardly parallel with Stanton Avenue 100 feet; thence running westwardly parallel with McMillan Street 26.67 feet; thence running southwardly 100 feet to a point in the north line of McMillan Street, distant 26.97 feet westwardly from the place of beginning, said point being in the line of the west side of a brick wall; thence running eastwardly 26.97 feet to the place of beginning.

Prior Deed Reference: Official Record Book 11054, Pages 1694-1696 of the Hamilton County Recorder's office.

Lois Celeste Terrell, wife of the grantor, releases all rights of dower herein.

Executed May 7<sup>th</sup> 2010.

BBP: 070-0002-0068-00

**DESCRIPTION ACCEPTABLE**

### Tax Map -

CAGIS

Darryl Terrell

Spir Celeste Ferrell

Lois Celeste Terrell

11425 1787

State of Ohio, County of Hamilton, SS:

May The foregoing instrument was acknowledged before me this 7th day of  
2010 by Darryl Terrell and Lois Celeste Terrell.

Gloria D. Simmons  
Notary Public, State of Ohio



APPROVED AS TO FORM:

Dorothy N. Carman  
Assistant City Solicitor

This instrument was prepared by:  
Dorothy N. Carman, Attorney at Law, Assistant City Solicitor  
City of Cincinnati, Department of Law

11425 1788

Transfer fee:	0.50
Conveyance fee:	0.00
Fee total:	0.50

Conveyee, number 352996  
Deed number 356639  
Transfer date: 08/13/2015  
Spec. 319-202, R.C.  
Sec. 222-02 R.C.  
Dwight Rhodes  
Hannibal County Auditor  
Sales amount: 0  
Permit service fee: 0.00

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 15-0085973 Type: NCDE  
Filed: 08/13/15 11:41:44 AM \$0.00  
Off.Rec.: 12967 01251 F L31 3

9 1296701251Fb

(ABOVE LINE FOR RECORDER'S USE ONLY)

**SHERIFF'S DEED**  
Ohio Revised Code §§ 323.65-323.79

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Property (as hereinafter defined), having become and being delinquent for the non-payment of taxes, assessments, penalties, interest and/or costs and being abandoned land and/or vacant land as defined in Ohio Revised Code Section 323.65, was ordered to be transferred to HAMILTON COUNTY LAND REUTILIZATION CORPORATION without appraisal or public auction and without consideration pursuant to Ohio Revised Code Section 323.73(G), as will fully appear by the records of the Hamilton County Board of Revision and Hamilton County Clerk of Courts in Case No. RF1400015;

NOW THEREFORE, JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO, pursuant to the Adjudication of Foreclosure entered on June 15, 2015 in favor of Robert A. Goering, Treasurer of Hamilton County, Ohio for unpaid delinquent taxes, assessments, penalties, interest and/or costs, and the Confirmation and Order of Transfer entered on June 23, 2015, does hereby GRANT, SELL AND CONVEY unto HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation organized under Chapter 1724 of the Ohio Revised Code with an address of 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 ("Transferee"), and its successors and assigns forever, all the rights, title and interest of the parties in Case No. RF1400015 pending before the Hamilton County Board of Revision, which case is captioned *Robert A. Goering, Treasurer of Hamilton County, Ohio v. Lisa L. Hines, et al.*, and all pleadings therein incorporated herein by reference, in and to the lands and tenements situated in the County of Hamilton and State of Ohio, known and described as follows ("Property"):

**SEE EXHIBIT "A" ATTACHED HERETO  
AND MADE A PART HEREOF**

TO HAVE AND TO HOLD said Property, with all the privileges and appurtenances thereunto belonging, to said Transferee, its successors and assigns forever, as fully and completely as said Sheriff, by virtue of the above-described statute and case, might or should sell and convey said Property. Upon transfer of said Property to Transferee, all liens for taxes due as

of the date of this Sheriff's Deed, and all liens subordinate to such liens for taxes, shall be deemed satisfied and discharged.

Prior Owner: Lisa L. Hines

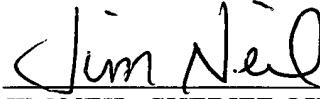
Auditor Parcel Number: 070-0002-0071 

Prior Instrument Reference: Official Record Volume 09588, Page 01187,  
Hamilton County, Ohio Records

Common Street Address: 2509 Stanton Avenue, Cincinnati, Ohio 45206

Executed officially this 16 day of JULY, 2015.

**Executed upon presentation  
in accordance of ORC 2329.36  
without review.**

  
JIM NEIL, SHERIFF OF  
HAMILTON COUNTY, OHIO

STATE OF OHIO )  
: SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 16 day of JULY, 2015,  
by JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO.

  
Notary Public



JEFFREY S. HARVEY  
Notary Public, State of Ohio  
My Commission Expires  
December 22, 2018

This Instrument Prepared By:

Joseph E. Lehnert, Esq.  
Keating Muething & Klekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
(513) 579-6400

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Being a part of Lot No. 14 of Peter H. Kemper's Cottage Farm Subdivision, as per plat recorded in Will Book 14, page 460 of the Probate Court Records of Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point on the west side of Stanton Avenue, 100 feet north of the north line of McMillan Street; running thence westwardly along the south line of said Lot No. 14, a distance of 155 feet to the southwest corner of said Lot 14; thence northwardly along the west line of said lot, a distance of 30 feet to a point; thence eastwardly parallel to the south line of said lot a distance of 155 feet to the west line of Stanton Avenue, a distance of 30 feet to the place of beginning; excepting therefrom a strip of ground 3 inches by 45 feet heretofore conveyed by Hannah Crowley to Louise C. Rendigs by deed recorded in Deed Book 982, page 153 of said county records.

Said exception of three (3) inches by forty-five (45) feet being located at the Southeasterly corner of the above described premises.

6154896.1

CONDITIONAL APPROVAL  
EXCEPTION(S) IN DESCRIPTION  
HAMILTON COUNTY ENGINEER  
Tax Map - 7/13/15 RC

2  
 Fee Total: 0.00  
 Conveyance fee: 0.00  
 Transfer fee: 0.00  
 Premium fee: 0.00  
 Sales amount: 0  
 Hamilton County Auditor  
 Dusty Rhodes  
 Sec. 322.02 R.C.  
 Sec. 319.202 R.C.  
 Transfer date: 08/04/2012  
 Deed number: 265092  
 Deed number: 2650917  
 Convey. number: 265092

Wayne Coates  
 Hamilton County Recorders Office  
 Doc #: 12-0102408 Type: DE  
 Filed: 08/14/12 08:05:03 AM \$28.00  
 Off. Rec.: 12091 00508 F FD 2 96

  
 1209100508

**DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER**

Tax Map - 7/7/12   
 CAGIS - \_\_\_\_\_

8th Series Index: 70 / 340

A/O: 070 0002 0072

Sale # 128

**AUDITOR'S DEED**

(Forfeited land Sale)

Rev. Code, Secs. 5721.09; 5723, .05, .06, .07, .10, .12.

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described having become and being delinquent for the nonpayment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas, and of the County Auditor of Hamilton County, Ohio; Case No. A0907283; and

WHEREAS, said County Auditor, after the lapse of time as provided by law caused notice of the sale of said forfeited land to be advertised once a week for two consecutive weeks prior to the date fixed by law, on the 8<sup>th</sup> day of May, 2012 and 15<sup>th</sup> day of May, 2012, attended at the Courthouse of said County and from day to day offered said Real Estate for sale at public auction on, 11<sup>th</sup> day of June, 2012 and the 12<sup>th</sup> day of June, 2012, to the highest bidder, in manner and form provided by law;

Fred Orth and Marlene Miner, husband and wife, bid for said Real Estate the sum of Five Dollars (\$5.00), which sum being the highest bid offered and the best price obtainable, the County Auditor, acting as agent for the State of Ohio, then and there sold said Real Estate to the said Fred Orth and Marlene Miner, husband and wife, for said sum, and thereupon gave to said purchaser, a Certificate of Sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor.

NOW, THEREFORE, I, Dusty Rhodes, as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, in consideration of the premises and the payment of the sum of Five Dollars (\$5.00), and the additional statutory fees for transfer and recording as listed on the Certificate of Sale as provided by law, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Fred Orth and Marlene Miner, husband and wife, whose address is 926 Morris Street, Cincinnati OH 45206, their heirs and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows:

Plat Book 70, Page 2, Parcel 72

  
 Situated in Southwest quarter of Section 8, Town 3, Fractional Range 2, of Miami Purchase, Hamilton County, Ohio, and more particularly described as follows: Being a part of Lot #14 of Subdivision of Cottage Farm made and adopted by Peter H. Kemper as part of his Last Will and Testament, as will fully appear in Will Book 14, Page 460, of the Will Records of Hamilton County, Ohio. Beginning at a point in the West line of Stanton Avenue 130 feet North of the North line of McMillan Street; thence West parallel with the South line of said Lot #14, 155 feet to a point in the West line of said Lot #14, thence North along the West line of said Lot #14 a distance of 20 feet; thence East parallel with the South line of said Lot #14 a distance of 155 feet to a point in the West line of Stanton Avenue; thence South along the West line of said Stanton Avenue 20 feet to the place of beginning. Prior Deed Book Reference: Official Record Book 10283, page 1167; Hamilton County, Ohio Deed Records.

12091 508

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Fred Orth and Marlene Miner, husband and wife, their heirs and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand this 24 day of JULY, 2012



A handwritten signature of "Dusty Rhodes" in black ink.

Dusty Rhodes  
County Auditor of Hamilton County, Ohio  
Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 24 day of July, 2012 before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above-named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

ELIJAH SILVER, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03

A handwritten signature of "Elijah Silver" in black ink, followed by a horizontal line and the text "Notary Public - State of Ohio".

This instrument prepared by Lawrence C. Baron, Assistant Prosecuting Attorney, Hamilton County, Ohio

Approved as to Form:

A handwritten signature of "Lawrence C. Baron" in black ink.

Lawrence C. Baron  
Assistant Prosecuting Attorney

12091 509

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 15-0048202 Type: NCDE  
Filed: 05/12/15 11:30:17 AM \$0.00  
Off. Rec.: 12892 01110 F L31 3

b1289201110FB

(ABOVE LINE FOR RECORDER'S USE ONLY)

## SHERIFF'S DEED

## Ohio Revised Code §§ 323.65-323.79

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Property (as hereinafter defined), having become and being delinquent for the non-payment of taxes, assessments, penalties, interest and/or costs and being abandoned land and/or vacant land as defined in Ohio Revised Code Section 323.65, was ordered to be transferred to HAMILTON COUNTY LAND REUTILIZATION CORPORATION without appraisal or public auction and without consideration pursuant to Ohio Revised Code Sections 323.65(K) and 323.78, as will fully appear by the records of the Hamilton County Board of Revision and Hamilton County Clerk of Courts in Case No. RF1400003;

NOW THEREFORE, JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO, pursuant to the Adjudication of Foreclosure entered on September 4, 2014 in favor of Robert A. Goering, Treasurer of Hamilton County, Ohio for unpaid delinquent taxes, assessments, penalties, interest and/or costs, and the Confirmation and Order of Transfer entered on October 21, 2014, does hereby GRANT, SELL AND CONVEY unto HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation organized under Chapter 1724 of the Ohio Revised Code with an address of 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 ("Transferee"), and its successors and assigns forever, all the rights, title and interest of the parties in Case No. RF1400003 pending before the Hamilton County Board of Revision, which case is captioned *Robert A. Goering, Treasurer of Hamilton County, Ohio v. Joan Chisley, et al.*, and all pleadings therein incorporated herein by reference, in and to the lands and tenements situated in the County of Hamilton and State of Ohio, known and described as follows ("Property"):

**SEE EXHIBIT "A" ATTACHED HERETO  
AND MADE A PART HEREOF**

TO HAVE AND TO HOLD said Property, with all the privileges and appurtenances thereunto belonging, to said Transferee, its successors and assigns forever, as fully and

completely as said Sheriff, by virtue of the above-described statute and case, might or should sell and convey said Property. Upon transfer of said Property to Transferee, all liens for taxes due as of the date of this Sheriff's Deed, and all liens subordinate to such liens for taxes, shall be deemed satisfied and discharged.

Prior Owner: Joan Chisley, Louis Chisley and J.R. Chisley, Trustee

Auditor Parcel Number: 067-0002-0029-00

Prior Instrument Reference: Official Record Volume 9048, Page 5297,  
Hamilton County, Ohio Records

Common Street Address: 2525 Chatham Street, Cincinnati, OH 45206

Executed officially this 7 day of MAY, 2015.

**Executed upon presentation  
in accordance of ORC 2329.3€  
without review.**

*Jim Neil*  
JIM NEIL, SHERIFF OF  
HAMILTON COUNTY, OHIO

STATE OF OHIO )  
: SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 7 day of  
MAY, 2015, by JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO

*Jeffrey S. Harvey*  
Notary Public



JEFFREY S. HARVEY  
Notary Public, State of Ohio  
My Commission Expires  
December 22, 2018

This Instrument Prepared By:  
Geoffrey G. Leder, Esq.  
Keating Muething & Klekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
(513) 579-6400

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being known as Lot No. 37. The North half of Lot No. 36 and the South half of Lot No. 38 of Solomon Harvey's Subdivision, formerly recorded in Deed Book 151 page 631, Hamilton County Recorder's Office. Said real estate fronting 50 feet on Chatham Street and extending back at right angles 120 feet to Lane Street. Together with and subject to easements, restrictions, conditions, and covenants of record and subject of all legal highways.

5735831.1

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 5/6/15 (D)

2AGIS -

KNOW ALL MEN BY THESE PRESENTS, That the WALNUT HILLS REDEVELOPMENT FOUNDATION, INC., an Ohio non-profit organization hereinafter referred to as "Grantor", for and in consideration of One (\$1.00) Dollar, and other good and valuable consideration, to it in hand paid by CINCINNATI METROPOLITAN HOUSING AUTHORITY, hereinafter referred to as "Grantee", whose tax mailing address is 16 West Central Parkway, Cincinnati, Ohio, 45210. The receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the said CINCINNATI METROPOLITAN HOUSING AUTHORITY, and to its successors and assigns forever, the following described real estate situated in the City of Cincinnati, County of Hamilton, and State of Ohio, to-wit:

2529 Chatham: Parcel X

*Core 67-2-(33/34/35) 5780*  
Situate in the City of Cincinnati, Hamilton County, Ohio, and being the north one-half (1/2) of lot thirty-eight (38) and all of lots thirty-nine (39) and forty (40) in Harvey's Subdivision of Walnut Hills, Cincinnati, Ohio, a plat of which is recorded in Book 151, Page 631 of the Records of Hamilton County, Ohio. Said lots together having a frontage of sixty-two and one half (62.50) feet on the west side of Chatham Street and extending westwardly one hundred twenty (120) feet to Stanton Avenue.

Excepting six (6) inches by forty-eight (48) feet off the northwest corner of lot forty (40).

Being the same property acquired by the Grantor in Deed Book 4241, Page 1716 of the Recorder's Office, Hamilton County, Ohio.

Subject to all covenants, restrictions, reservations, easements, conditions and rights appearing of record; and subject to any state of facts an accurate survey would show.

To have and to hold said premises, with appurtenances thereunto belonging, to the said Grantee and to the successors and assigns of said Grantee forever.

Enacted & Compliance Sec. 319.202 R.C. Convoyez  
is exempt from fee under Sec. 319.54 (P3).  
JOS. E. DE COURCY, JR., AUDITOR  
HAMILTON COUNTY, OHIO

And the said Grantor, and its successors, hereby covenants with the said Grantee, and its successors and assigns, that said premises are free and clear from all encumbrances whatsoever, EXCEPT restrictions, easements, rights, reservations, exceptions, limitations, agreements, covenants and conditions of records, and except any state of facts which would be disclosed by an accurate survey of the premises herein conveyed.

Said Grantor and its successors, hereby further covenant that said Grantor, and its successors, will FOREVER WARRANT AND DEFEND the same with the appurtenances thereunto belonging, unto said Grantee, and its successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned on the 6<sup>th</sup> day of ~~October~~ November, 1985, has set his hand, for and on behalf of the Walnut Hills Redevelopment Foundation, Inc.

Signed, acknowledged and delivered in the presence of:

W. Simon  
Henry E. Woodard Jr.

STATE OF OHIO :  
: ss.  
HAMILTON COUNTY :

WALNUT HILLS REDEVELOPMENT FOUNDATION, INC.

By:

Donald W. Lenz  
Donald W. Lenz,  
Executive Director

BE IT REMEMBERED, That on this 6<sup>th</sup> day of ~~November~~, 1985, before me, the subscriber, a Notary Public, in and for said state, personally came Donald W. Lenz, Executive Director, Walnut Hills Redevelopment, Inc., the Grantor in the foregoing Deed, and acknowledged the signing thereof to be his and its voluntary act and deed, pursuant to authority of the board of directors.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.  
CHRISTINE P. CHRONIS  
CHILTON RECORDER

85 NOV 14 P 1 21

Henry E. Woodard Jr.  
Notary Public STATE OF Ohio  
Cony. HAS NO EXP. DATE

This instrument was prepared by Christine P. Chronis,  
Attorney at Law.

REC'D 4326 PAGE 1351

3  
 Transfer Tax  
 County Tax  
 Total  
 0.00  
 0.00  
 0.00

Permissible fee: 0.00  
 Sales amount: 0  
 Hamilton County Auditor  
 Dusty Rhodes  
 Sec. 322.02 R.C.  
 Sec. 319.352 R.C.  
 Transfer date: 03/28/2014  
 Deed number: 314643  
 County number: 311568

Wayne Coates  
 Hamilton County Recorders Office  
 Doc #: 14-0029494 Type: NCDE  
 Filed: 03/28/14 02:34:17 PM \$0.00  
 Off.Rec.: 12568 01548 F L31 3 327

1256801548FB

8th Series Index:  
 A/O: 067-0002-0027-00

Sale #

### HAMILTON COUNTY LAND REUTILIZATION CORPORATION AUDITOR'S DEED

Rev. Code, Secs. 5721.09; 5723, .04, .05, .06, .07, .10, .12.

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described having become and being delinquent for the nonpayment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas, and of the County Auditor of Hamilton County, Ohio; Case No. **A1203699**; and

WHEREAS, pursuant to Ohio Revised Code 5723.04 (B), at the request of the Hamilton County Land Reutilization Corporation organized under Chapter 1724 of the Ohio Revised Code, the County Auditor shall promptly transfer to such corporation by Auditor's Deed the fee simple title to the following forfeited real property;

THEREUPON, the land is deemed sold to the Hamilton County Land Reutilization Corporation for no consideration pursuant to Ohio Revised Code 5723.04 (B). The County Auditor, acting as agent for the State of Ohio, then and there sold said real estate to the said Hamilton County Land Reutilization Corporation and thereupon gave said purchaser a Certificate of sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor.

NOW, THEREFORE, I, Dusty Rhodes, as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, for no consideration pursuant to Ohio Revised Code 5723.04 (B) and the additional statutory fee BARGAIN, SELL AND CONVEY unto the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, whose address is 299 East 6th Street, Suite 2A, Cincinnati, Ohio 45202, its successors and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows:

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEERTax Map - 2514 01

Plat Book 67, Page 2, Parcel 27

CAGIS - \_\_\_\_\_

In the City of Cincinnati, County of Hamilton, and State of Ohio, to wit:

Beginning on the west side of Chatham Street at a point 204.62 feet north of McMillan Street; thence, north along the west line of Chatham Street 35.88 feet; thence, west 118.87 feet to the point in the east line of Stanton Avenue 240.47 feet north of McMillan Street; thence, south along Stanton Avenue 35.88 feet; thence, east parallel with McMillan Street 118.85 feet to the place of beginning, being part of Lots 35 and 36 of Solomon Harvey's Subdivision as recorded in Deed Book 161, page 632 of the Deed Records of Hamilton County, Ohio.

Prior Deed Book Reference: Official Record Book 3951, page 636  
Hamilton County, Ohio Deed Records

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, successors and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand this 7 day of February, 2014



  
Dusty Rhodes  
County Auditor of Hamilton County, Ohio  
Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 7 day of February, 2014, before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above-named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

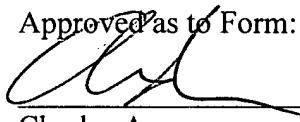
**SUSAN SILVER**  
ATTORNEY AT LAW  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE.  
SECTION 147.03 O.R.C.



Notary Public – State of Ohio

This instrument prepared by Charles Anness, Assistant Prosecuting Attorney, Hamilton County, Ohio.

Approved as to Form:



Charles Anness  
Assistant Prosecuting Attorney

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR Book 12568, Page 01545 and Document No. 14-0029493 (as to Parcel 1)

FREDERICK A. MOORE JR. by Quit Claim Deed recorded in/as OR Book 11535, Page 01901 and Document No. 10-0110861 (as to Parcel 2)

AGID PROPERTIES, LLC, an Ohio Limited Liability Company by General Warranty Deed recorded in/as OR Book 12409, Page 00953 and Document No. 13-0125263 (as to Parcel 3)

AGID PROPERTIES, LLC by Limited Warranty Deed recorded in/as OR Book 12503, Page 02473 and Document No. 14-0001340 (as to Parcel 4)

WALNUT HILLS REDEVELOPMENT FOUNDATION by Deed recorded in/as OR Book 12306, Page 01314 and Document No. 13-0059968 (as to Parcel 5)

CITY OF CINCINNATI, an Ohio municipal corporation by General Warranty Deed in/as OR Book 11525, Page 01839 and Document No. 10-0104558 (as to Parcel 6)

CITY OF CINCINNATI by General Warranty Deed in/as OR Book 11425, Page 01787 and Document No. 10-0050833 (as to Parcel 7)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR Book 12967, Page 01251 and Document No. 15-0085973 (as to Parcel 8)

FRED ORTH AND MARLENE MINER, Husband and Wife by Auditor's Deed recorded in/as OR Book 12091, Page 00508 and Document No. 12-0102408 (as to Parcel 9)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR Book 12892, Page 01110 and Document No. 15-0048202 (as to Parcel 10)

CINCINNATI METROPOLITAN HOUSING AUTHORITY by General Warranty Deed recorded in/as Deed Book 4326, Page 1350 (as to Parcel 11)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR Book 12568, Page 01548 and Document No. 14-0029494 (as to Parcel 12)

4  
Norbert A. Nadel  
Hamilton County Recorder's Office  
Doc #: 17-0109836 Type: DE  
Filed: 12/01/17 11:31:17 AM \$44.00  
Off. Rec.: 13555 01456 F M27 4 262



GENERAL WARRANTY DEED

AGID PROPERTIES, LLC, an Ohio Limited Liability Company, hereinafter referred to as Grantor(s), for valuable consideration, paid, grant(s), with general warranty covenants to, WAYNE ST HOLDINGS, LLC, an Ohio Limited Liability Company, whose tax-mailing address is 359 Resor Avenue, Cincinnati, OH 45220, the real property as more particularly described on the attached Exhibit "A".

Subject to easements and restrictions of record, and taxes and assessments, if any, due and payable for December, 2017, and thereafter.

Signed and acknowledged this 21<sup>st</sup> day of November, 2017, by Edward Horgan and Marc Gilloli, Members of AGID Properties, LLC, pursuant to the authority of its Board of Members.

AGID PROPERTIES, LLC

By: Edward Horgan, member  
Edward Horgan, Member

By: Marc Gilloli, member  
Marc Gilloli, Member

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT KNOWN, That on this 21<sup>st</sup> day of November, 2017, before me, the subscriber, a Notary Public in and for said County, personally appeared Edward Horgan and Marc Gilloli, Members of AGID Properties, LLC, in the foregoing Deed, known to me and whose identities were proven by satisfactory evidence, and acknowledge the signing thereof to be their voluntary act and deed pursuant to the authority of its Board of Members.

IN TESTIMONY THEREOF, I HAVE hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Prepared by:  
John R. Meckstroth, Jr.  
Attorney at Law  
114 East Eighth Street  
Cincinnati, Ohio 45202



JOHN R. MECKSTROTH, JR.  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date. Section 147.03 O.R.C.

County number:	15786
Credit number:	17-432165
Inst. number:	17-435019
Transfer date:	11/27/2017
Sec. 319.202 R.C.	
Sec. 328.02 R.C.	
Debby Rhodes	
Hamilton County Auditor	
Fee type:	
013 - Transfer Fee	
State amount:	
J.50	

EXHIBIT "A"Parcel One

719 Wayne Street

Parcel #68-3-(61-63) cons.

All that lot of land situated in the City of Cincinnati, Hamilton County, State of Ohio, being Lot number One Hundred and Forty-six (146) on the plat of Stephan Kemper's Subdivision, as the same is recorded in Plat Book 1, page 15 of the said County records; said lot is 25 feet in front on the east side of Kenton Street, with a depth of one hundred (100) feet along the south side of Wayne Street.

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lot No. 144 on Plat of Kemper's Subdivision as the same is recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot is 25 feet in front on the east side of Kenton Street with a depth of 100 feet and lies 25 feet south of Wayne Street.

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and known as Lot No. 142 of Kemper's Subdivision as recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot fronting 25 feet on the east side of Kenton Street by 100 feet deep.

Prior Deed Reference: Official Record 12273, Page 2502

Parcel Two

2361 Concord Street

Parcel #68-3-52

Situated in Walnut Hills, in the City of Cincinnati, County of Hamilton and State of Ohio, known as Lot No. 125 on the plat of Subdivision made by the devisees of Stephen Kemper, deceased, as shown in Plat Book 1, pages 12 through 15, inclusive, of the Hamilton County, Ohio, Records.

Prior Deed Reference: Official Record 12335, Page 3008

Parcel Three

717 E. McMillan Street

Parcel #68-2-363

Situate in the County of Hamilton and State of Ohio and the City of Cincinnati, and more particularly described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio being all Lot No. 167 of the Stephen Kemper Subdivision as recorded in Plat Book 1, Page 12 of the Hamilton County, Ohio Plat Records. Said lot fronting 25 feet on the South side of McMillan Street and having a depth of 107 feet, being the same width in rear as in front.

Prior Deed Reference: Official Record 12534, Page 1323

DESCRIPTION ACCEPTABLE

HAMILTON COUNTY ENGINEER

Tax Map:

Whalen 0

Printed:

Parcel Four 2508-2514 Hemlock Street Parcel #70-2-159&160

## TRACT I:

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North  $00^{\circ} 30' 00''$  East, 90.00 feet from the northerly right-of-way of East McMillan Street, said point being the northwesterly corner of Schuyler J. Smith, Tr. (OR 9976, Pg. 3055), thence northeasterly with the easterly line of Hemlock Street, North  $00^{\circ} 30' 00''$  East, 43.10 feet;

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap in the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation, Inc. (OR 6362, PG. 245);

Thence southwesterly with the westerly line of Lot 2, South 00° 30' 00" West, 43.10 feet to a set 5/8" iron pin and cap at the northeasterly corner of Schuyler J. Smith, Tr.

Thence northwesterly with Smith's north line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0495 acres of land, more or less;

Being a part of the land described in Official Record 7235, Page 1717, as recorded in Hamilton County, Ohio records.

Subject to all legal rights-of-way, easements, covenants, and restrictions of record and or existence.

Being the result of a survey, dated March 5<sup>th</sup>, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Number 70-2-63 of the Hamilton County Ohio Tax Maps. Bearings for the description are based on Plat Book 2, Page 91.

## TRACT II:

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 and Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map: 1172109

## CAGIS -

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEERTax Map • 11221702

particularly described as follows:

CAGIS • \_\_\_\_\_

Beginning at a point in the easterly right-of-way of Hemlock Street North 00° 30' 00" East, 133.10 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.99 feet;

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap;

Thence southwesterly with a new division line for 9.09 feet, and also with the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245), South 00° 30' 00" West, a total distance of 40.99 feet to a set 5/8" iron pin and cap;

Thence North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0471 acres of land, more or less.

Prior Deed Reference: Official Record 12233, Page 2058

Parcel Five 2516-2518 Hemlock Street Parcel #70-2-63

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the northwesterly corner of Lot 4, also a corner of Richard and Karen Hordinski (OR 10283, PG. 1169);

thence southeasterly with the north line of Lot 4 and Hordinski's south line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the northeasterly corner of Lot 4, said corner being in the westerly line of Joseph Wiggins (OR. 7221, PG. 633);

thence southwesterly with the east line of Lot 4 and the westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG. 1215), South 00° 30' 00" West, 50.00 feet to the southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the northeasterly corner of Lot 1;

thence northwesterly with the north line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245). North 89° 30' 00" West, 85.00 feet to the northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

thence northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" iron pin and cap;

thence northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Prior Deed Reference: Official Record 12503, Page 2473

Parcel Six 2520 Hemlock Street Parcel #70-2-97

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows:

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Coleville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Prior Deed Reference: Official Record 12409, Page 953

LEGAL  
→

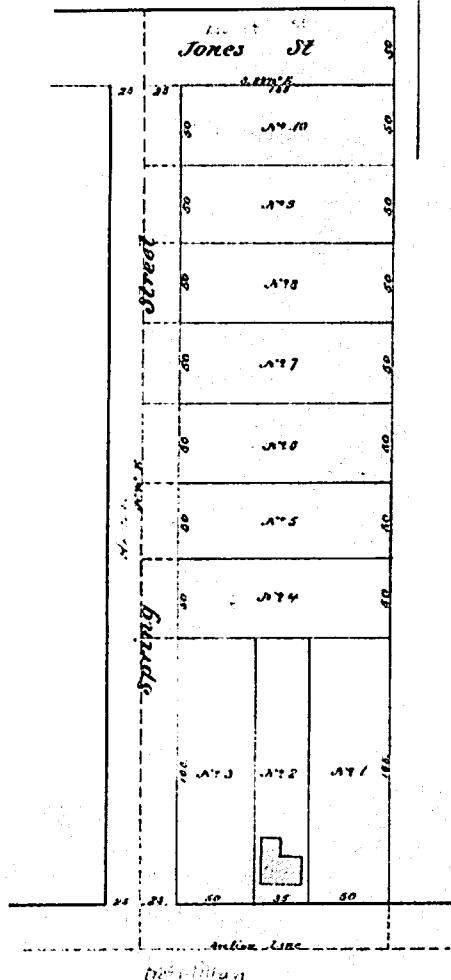
# E.A. Colville's Plat

Sec. 8, T. 3, F.R.R. 2.

Received } Recorded May 5<sup>th</sup> 1860

SCALE SOFT PER INCH

T. J. Kemper  
Surveyor



We hereby adopt this as a correct plat of the Subdivision of Lot #1 of the division of the Davis Estate as the same is recorded in Book No. - Page of the Hamilton County records.

Charles R. Colville

By Samuel Davis, Atty in fact (initials)

Elvira Ann Colville

By Samuel Davis, Atty in fact (initials)

Cincinnati May 5<sup>th</sup> 1860

State of Ohio  
Hamilton County } S.S.

Before me, the undersigned a Notary Public within and for said County, came Charles R. Colville by Samuel Davis his Atty in fact, and Elvira Ann Colville by Samuel Davis, her Atty in fact, and acknowledged the signing and sealing of the above to be their voluntary act and deed for the uses and purposes therein named.

Witness my hand and seal at Cincinnati this 5<sup>th</sup> day of May 1860

M.J.   
 Seal

Red. C. Jones  
Notary Public  
Hamilton Co.



CHILD SUPPORT  
ENFORCEMENT AGENCY  
LIEN ON REAL ESTATE/PERSONAL PROPERTY

OBLIGOR:

Ricky Moore

OBLIGEE:

Hamilton County  
Child Support Enforcement Agency

Rebecca Prem Groppe  
Hamilton County Recorders Office  
Doc # 101701243FB Type: NCCS  
Filed: 12/11/08 10:04:19 AM \$0.00  
Off.Rec.: 11017 01243 F H5 1 265

101701243FB

County Recorder Stamp

On 7/31/2003 a final and enforceable determination of default was declared pursuant to Ohio Revised Code Section 3121.035 by the above named Hamilton County Child Support Enforcement Agency, herein referred to as obligee, against the above-named obligor, whose date of birth is: 11/23/1956, and whose last known address is: 6628 Cambridge Avenue, Cincinnati, OH 45227 in Case Number 7008516713/P92-3894Z.

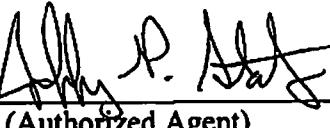
As of 12/08/2008, obligor has a child support arrearage in the amount \$53,820.85. Prospect amounts of child support paid, not paid when due, are judgments and accrue to the lien amount. This lien attaches to all real/personal property of the above-mentioned Obligor which is located or existing within the County of Hamilton, State of Ohio.

Ohio Revised Code Sections 3123.66 through 3123.78 governs all aspects of this lien, including its priority and enforcement. The lien remains in effect until released by the Hamilton County Child Support Enforcement Agency.

As an authorized agent of an agency responsible for implementing the child support enforcement program set forth in title IV, part D, of the federal Social Security Act (42 USC 641, et seq. ), the undersigned has authority provided by Ohio Revised Code Section 2301.43 to file this child support lien in any county in the State of Ohio. For additional information regarding this lien, including the pay off amount, please contact the authorized agency and reference its case number, both listed above.

Hamilton County Child Support Enforcement Agency  
222 East Central Parkway  
Cincinnati, Ohio 45202

EXECUTED BY:



(Authorized Agent)

DATE: 12/10/08  
(Signed)

11017 1243



**TRACY WINKLER  
HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

**ELECTRONICALLY FILED  
June 28, 2013 08:44 AM**

**TRACY WINKLER  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 261283**

**ROBERT A GOERING  
TREASURER HAMILTON  
COUNTY OHIO  
vs.  
FREDERICK A MOORE JR**

**A 1304629**

**FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)  
PAGES FILED: 4**

EFR200



IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO.  
HAMILTON COUNTY, OHIO : COMPLAINT

Plaintiff

vs.

FREDERICK A. MOORE, JR.  
461 Highland Avenue  
Warren, Ohio 44485

JANE DOE, unknown spouse,  
of Frederick A. Moore, Jr.  
461 Highland Avenue  
Warren, Ohio 44485

THE UNKNOWN SURVIVOR OF  
FREDERICK A. MOORE, JR.  
Upon His Death  
Address Unknown

UNITED STATES OF AMERICA  
c/o U.S. Attorney  
221 E. Fourth Street  
Suite 400  
Cincinnati, Ohio 45202

UNITED STATES OF AMERICA  
c/o Attorney General of  
The United States  
Washington, D.C. 20530

DUGGAN FINANCIAL INC.  
c/o John E. Duggan II.  
its statutory agent  
11258 Cornell Park Drive  
Suite 600  
Cincinnati, Ohio 45242-1833

PAB FINANCIAL  
7616 Windy Knoll Drive  
Cincinnati, Ohio 45241

AFFORDABLE AMERICAN  
HOMES LLC.  
c/o Amadeep Makkar, its statutory agent  
P.O. Box 892  
Dublin, Ohio 43017

Defendant

1. Now comes the Plaintiff and states that he is the duly appointed, qualified and acting County Treasurer of Hamilton County, Ohio.

2. Plaintiff states that the parcel[s] of land have been certified as delinquent and filed with the Prosecuting Attorney as required by law, and that the sum of Three Thousand Seven Hundred Ninety and 25/100 Dollars (\$3,790.25) together with the accrued taxes, assessments, penalties and interest, payable subsequent to certification, including title examination fee and court costs, are due and unpaid, and are a first and prior lien against the property.

3. Defendant, Frederick A. Moore Jr., currently holds title to said real property by virtue of a deed recorded on September 21, 2010 at Official Record Book 11535, page 1901 of the deed records of Hamilton County, Ohio. A copy of the legal description is attached hereto and marked Exhibit "A".

4. The Plaintiff states that said land[s] are situated in Hamilton County and are described as follows:

**Parcel One**

Plat Book 70, page 2, parcel 75

Street Address: 2517 Stanton Avenue

Property Description: 70 2 75  
2517 STANTON AVE  
25 X 155  
PT LOT 14 P H KEMPERS SUB

**Parcel Two**

Plat Book 70, page 2, parcel 76

Street Address: 2519 Stanton Avenue

Property Description: 70 2 76  
2519 STANTON AVE  
30 X 155  
PT LOT 15 P H KEMPERS SUB

5. Plaintiff further states that the following named Defendant have or claim to have some interest in or lien upon said premises, to wit:

Duggan Financial Inc. claims an interest in the herein described real estate by virtue of a Mortgage from Richard D. Blankenbuehler and Linda M. Blankenbuehler dated April 10, 1995, in the amount of \$50,000.00, and recorded in Official Record Book 6728, page 1872, Hamilton County, Ohio Records.

The Unknown Survivor of Frederick A. Moore, Jr., upon his death, a named Defendant herein may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a life estate as stated in Official Record Book 11535, page 1901, Hamilton County, Ohio Records.

PAB Financial, a named Defendant herein, a named Defendant herein may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a Mortgage recorded at Official Record Book 6914, page 953, Hamilton County, Ohio Records.

Affordable American Homes, LLC., a named Defendant herein, may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a deed to Frederick A. Moore, Jr. recorded at Official Record Book 11535, page 1901, Hamilton County, Ohio Records.

United States of America, United States Attorney's Office for the Western District of Kentucky, named Defendants herein may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a lien or fine and/or restitution imposed pursuant to the Anti-Terrorism Act of 1996, against Fred Moore, Social Security # xxx-xx-1150, in the amount of \$500.00, Court Number 3:04CR-00028-001-S recorded March 10, 2006 at Official Record Book 10187, page 1408, Hamilton County, Ohio Recorder's Office.

but Plaintiff, not being fully advised as to the extent, if any, of such liens or claims, says that the same, if any, are inferior and subject to the lien of your petitioner, and prays that said defendants be required to set forth their liens or claims, or be forever barred from asserting same against the within described premises.

WHEREFORE, this Plaintiff prays that he be found to have a good and valid first lien on the within described premises, in the sum of Three Thousand Seven Hundred Ninety and 25/100 Dollars (\$3,790.25) and accrued taxes, assessments, penalties and interest payable subsequent to certification, including title examination fee and court costs; that each of the Defendant(s) be required to answer, setting up their interest, if any, in said premises or be forever barred from asserting same; that unless the amount found due this Plaintiff be paid within a reasonable time to be named by the Court, the equity of redemption shall be foreclosed and an order of sale issued to the Sheriff directing him to sell said premises as upon execution, as provided by law; and for such other and further relief as in law and equity this petitioner may be entitled.

JOSEPH T. DETERS  
PROSECUTING ATTORNEY  
HAMILTON COUNTY, OHIO

*Lawrence C. Baron*

Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County  
230 East Ninth Street, Suite 4000  
Cincinnati, OH 45202  
(513) 946-3003  
Fax: (513) 946-3010  
Larry.Baron@hepros.org  
ATTORNEYS FOR PLAINTIFF

## Exhibit A

### EXHIBIT A LEGAL DESCRIPTION

ST  
File No. N05-35735-COL

Parcel No. SEE EXHIBIT A

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:

**PARCEL I:**  
BEING THE NORTH 25 FEET OF LOT NO. 14 OF PETER H. KEMPER'S  
SUBDIVISION OF COTTAGE FARM, AS RECORDED IN WILL BOOK 14, PAGE 460  
OF THE PROBATE COURT RECORDS OF HAMILTON COUNTY, OHIO, SAID  
PROPERTY FRONTS 25 FEET ON THE WEST SIDE OF STANTON AVENUE, 225  
FEET NORTH OF THE CENTERLINE OF MCMILLAN STREET, AND EXTENDS  
WESTWARDLY BETWEEN PARALLEL LINES 155 FEET.

**PARCEL II:**  
SITUATE IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF  
OHIO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT OR PARCEL OF LAND BEGINNING AT A POINT ON  
THE EAST LINE OF P.H. KEMPER'S COTTAGE FARM SUBDIVISION, SAID POINT  
BEING THE INTERSECTION OF THE SOUTH LINE OF LOT 15 OF SAID  
SUBDIVISION AND THE WEST LINE OF STANTON AVENUE, THENCE NORTH  
ALONG SAID WEST LINE OF STANTON AVENUE 30 FEET; THENCE EXTENDING  
BACK WESTWARDLY THE SAME WIDTH, PARALLEL WITH SAID SOUTH LINE  
OF LOT 15, 155 FEET TO THE DAVIES LOT; BEING THE SOUTHERLY 30 FEET OF  
LOT 15 AS SHOWN ON A PLAT OF SAID COTTAGE FARM SUBDIVISION MADE  
BY PETER H. KEMPER AND ACCEPTED BY HIM AS A PART OF HIS LAST WILL  
AND TESTAMENT AS SAID PLAT IS RECORDED IN WILL BOOK 14, PAGE 460,  
OF THE WILL RECORDS OF THE PROBATE COURT OF HAMILTON COUNTY,  
OHIO.

Parcel Nos.: 070-0002-0075-00 & 070-0002-0076-00

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER  
11-30-09 10  
Tax Map: \_\_\_\_\_  
CAGIS: \_\_\_\_\_

---

PREPARED BY: THE O'BRIEN LAW FIRM, LPA.  
LAKESIDE TITLE AND ESCROW AGENCY, INC.  
6200 OAK TREE BLVD., SUITE 260  
INDEPENDENCE, OHIO 44131  
216-771-1272

11300 552

FOR COURT USE ONLY

S.C.  
Line # 12

ROBERT A. GOERING  
HAMILTON COUNTY, OHIO

Plaintiff

vs.

FREDERICK A. MOORE, JR., ET AL

Defendant

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

TREASURER : CASE NO. A1304629

: (Judge Myers)

: JUDGMENT ENTRY AND  
DECREE FOR SALE

COURT OF COMMON PLEAS  
ENTER

*Beth A. Myers*  
HON. BETH A. MYERS

THE CLERK SHALL SERVE NOTICE  
TO PARTIES PURSUANT TO CIVIL  
RULE 58 WHICH SHALL BE TAXED  
AS COSTS HEREIN.

ENTERED

JAN 02 2014



D104770568

The herein cause of action as set forth in the Complaint was submitted to the Court on the pleadings and the evidence, and on consideration thereof, the Court finds in its Decision that all defendants herein have been legally served with process, and have been duly notified of the pendency and prayer of the Complaint as prescribed by law, and that the equities of the case are with the plaintiff, and that there is due the plaintiff the following sums as taxes and assessments against the premises described in the Complaint herein:

TAXES: \$ 4,229.00

TAX DUPLICATE DESCRIPTION:

DESCRIPTION: 70 2 75  
2517 STANTON AVE  
25 155  
PT LOT 14 P H KEMPERS SUB

70 2 76  
2519 STANTON AVE  
30 X 155  
PT LOT 15 P H KEMPERS SUB

and that the said sums are the first and best liens against the premises therein described.

Accordingly, judgment is awarded for the taxes and other charges heretofore found due, in the sums hereinbefore stated, plus the sum of \$125.00 for preliminary foreclosure title report, and for all other necessary and proper costs

IT IS, THEREFORE, ORDERED AND DECREED that unless the defendants shall within ten days of the entry of this Decree pay or cause to be paid to the Clerk of this Court, the costs in this cause incurred in the herein cause of action, including the sum of \$125.00 for preliminary foreclosure title examination and to the plaintiff the sums so found due him as aforesaid,



VERIFY RECORD

their equity of redemption be foreclosed; that the premises be sold, that an order of sale issue to the Sheriff of Hamilton County, Ohio, directing him to advertise and sell said premises for the amount of the delinquent taxes and assessments as of the day of sale and court costs, as upon execution and without appraisement, and report his proceedings to this Court for further orders.

The advertisement of the sale of the premises described in the foregoing cause of action shall be in a newspaper of general circulation in Hamilton County, Ohio.

All other questions are reserved for the further consideration of the Court.

Beth A. Myers  
Beth A. Myers  
Judge, Court of Common Pleas

MAGISTRATE

ENTER

DEC 30 2013

JAN 02 2014

HAS SEEN

HON BETH A. MYERS

l. C. Baron  
Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio  
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO. A1304629  
HAMILTON COUNTY, OHIO :  
Plaintiff : (Judge Myers)  
vs. :  
FREDERICK A. MOORE, JR., ET AL : **MOTION FOR DEFAULT**  
Defendant : **JUDGMENT**

Plaintiff respectfully requests the Court for Default Judgment against Frederick A. Moore, Jr. (certified mail 7-15-2013) and Jane Doe, unknown spouse, of Fredick A. Moore, Jr. (certified mail 7-15-2013), the Defendant as prayed for in the complaint filed herein; said Defendant being in default for answer, more than 28 days having elapsed since perfecting service as to the said complaint. Plaintiff is entitled to a judgment by default as provided in Civ. R. 55(A).

The following defendants have filed answers to protect their interest in this matter: United States of America, Internal Revenue Service (certified mail 7-8-2013).

The following defendants have failed to file an Answer to protect their interest in this matter: The Unknown Survivor of Frederick A. Moore, Jr. (publication 10-7, 10-14 & 10-21-2013), Duggan Financial Inc. (publication 10-7, 10-14 & 10-21-2013), PAB Financial (certified mail 7-8-2013), Affordable American Homes LLC. (publication 10-7, 10-14 & 10-21-2013).

Respectfully submitted,

JOSEPH T. DETERS  
PROSECUTING ATTORNEY  
HAMILTON COUNTY, OHIO  
*/s/ Lawrence C. Baron*  
Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio  
TRIAL ATTORNEY  
230 East Ninth Street, Suite 4000  
Cincinnati, Ohio 45202  
946-3003

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the Motion has been served upon all parties or their counsel by ordinary U.S. mail on this 12 day of August, 2013.

*/s/ Lawrence C. Baron*  
Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO. A1304629  
HAMILTON COUNTY, OHIO

: (Judge Myers)

Plaintiff

vs.

FREDERICK A. MOORE, JR., ET AL

AFFIDAVIT IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
DEFAULT JUDGMENT

Defendant

STATE OF OHIO } ss:  
COUNTY OF HAMILTON }

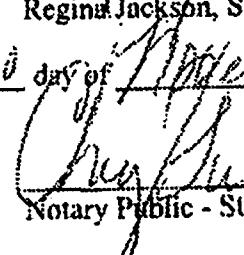
Regina Jackson, being first duly cautioned and sworn, deposes and states of her own personal knowledge:

That I am the Supervisor of the Delinquent Real Estate Tax Department for the Auditor of Hamilton County, Ohio which maintains and has care, custody and control of all delinquent real estate tax records in Hamilton County, Ohio and that the total amount of Delinquent Real Estate Taxes due on the parcels contained in the Complaint is \$ 4229.00 and is a true, fair and accurate calculation of the amount due and owing at this time.

Further, affiant sayeth naught.

  
Regina Jackson, Supervisor

Sworn to and subscribed before me this 20 day of December, 2013.

  
Notary Public - State of Ohio

070-0002-0075  
070-0002-0076



Cheryl Lynn Gathard  
Notary Public, State of Ohio  
My Commission Expires 03-14-2014

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO. A1304629  
HAMILTON COUNTY, OHIO

: (Judge Myers)

Plaintiff

: MILITARY AFFIDAVIT

vs.

FREDERICK A. MOORE, JR., ET AL

Defendant

STATE OF OHIO } ss:  
COUNTY OF HAMILTON }

The undersigned attorney for the Plaintiff, pursuant to the Service Members' Civil Relief Act of 2003, states that the Plaintiff is unable to determine whether or not any defendant in this action is in the military service.

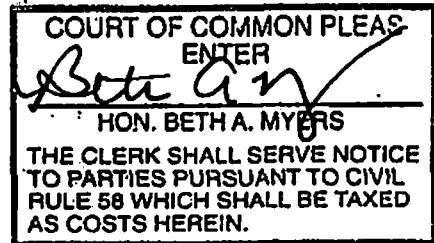
LGM



Sworn to and subscribed before me this 22<sup>nd</sup> day of December, 2013.

Martha G. Corman  
Notary Public - State of Ohio

MARTHA G. CORMAN  
Notary Public, State of Ohio  
My Commission Expires 01-03-14



ENTERED  
OCT 03 2014



D108046818

RESERVED FOR RECORDER AND AUDITOR

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO. A1304629  
HAMILTON COUNTY, OHIO

Plaintiff

: Judge MYERS

vs.

FREDERICK A MOORE, JR., ET AL. : ENTRY OF FORFEITURE TO  
: HAMILTON COUNTY LAND  
: REUTILIZATION CORPORATION

Defendants

:

The property which is the subject of this action, to wit:

Plat Book 70 Page 2 Parcel 75

Address: 2517 Stanton Ave

Legal Description: 25 X 155 PT LOT 14 P H KEMPERS SUB

Plat Book 70 Page 2 Parcel 76

Address: 2519 Stanton Ave

Legal Description: 30 X 155 PT LOT 15 P H KEMPERS SUB

(Full legal description attached as Exhibit A)

having been twice offered for sale and unsold for want of bidders, and the Hamilton County Land Reutilization Corporation having filed its petition pursuant to R.C. 5723.01(A)(3) for forfeiture to it; (attached as Exhibit B)

It is therefore ordered that the following described property be forfeited to:



VERIFY RECORD

Hamilton County Land Reutilization Corporation  
3 E. 4<sup>th</sup> Street, Suite 300  
Cincinnati, Ohio 45202

It is further ordered that a certified copy of this order be transmitted to the Auditor of Hamilton County, Ohio for the Auditor to transfer title on its records to the above named, Hamilton County Land Reutilization Corporation.

Beth A. Myers  
Judge Myers  
Court of Common Pleas

Lawrence C. Baron  
Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio  
ATTORNEY FOR PLAINTIFF

ENTER MAGISTRATE  
OCT 03 2014  
HON BETH A. MYERS OCT 02 2014  
HAS SEEN

EXHIBIT A  
LEGAL DESCRIPTION

**PARCEL I**

Address: 2517 STANTON AVE  
Parcel ID: 070-0002-0075-00

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:

Being the north 25 feet of Lot No. 14 of Peter H. Kemper's Subdivision of Cottage Farm, as recorded in Will Book 14, Page 460 of the Probate Court Records of Hamilton County, Ohio, said property fronts 25 feet on the west side of Stanton Avenue, 225 feet north of the centerline of McMillan Street, and extends westwardly between parallel lines 155 feet.

Prior Instrument Reference: Official Record Book 11535, Page 1901  
Hamilton County, Ohio Records

AND

**PARCEL II**

Address: 2519 STANTON AVE  
Parcel ID: 070-0002-0076-00

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, and more particularly described as follows:

All that certain lot or parcel of land beginning at a point on the east line of P.H. Kemper's Cottage Farm Subdivision, said point being the intersection of the South line of Lot 15 of said subdivision and the west line of Stanton Avenue; thence north along said west line of Stanton Avenue 30 feet; thence extending back westwardly the same width, parallel with said south line of Lot 15, 155 feet to the Davies lot; being the southerly 30 feet of Lot 15 as shown on a plat of said Cottage Farm Subdivision made by Peter H. Kemper and accepted by him as part of his last will and testament as said plat is recorded in Will Book 14, Page 460, of the Will Records of the Probate Court of Hamilton County, Ohio.

Prior Instrument Reference: Official Record Book 11535, Page 1901  
Hamilton County, Ohio Records

4  
Norbert A. Nadel  
Hamilton County Recorder's Office  
Doc #: 17-0109836 Type: DE  
Filed: 12/01/17 11:31:17 AM \$44.00  
Off. Rec.: 13555 01456 F M27 4 262



GENERAL WARRANTY DEED

AGID PROPERTIES, LLC, an Ohio Limited Liability Company, hereinafter referred to as Grantor(s), for valuable consideration, paid, grant(s), with general warranty covenants to, WAYNE ST HOLDINGS, LLC, an Ohio Limited Liability Company, whose tax-mailing address is 359 Resor Avenue, Cincinnati, OH 45220, the real property as more particularly described on the attached Exhibit "A".

Subject to easements and restrictions of record, and taxes and assessments, if any, due and payable for December, 2017, and thereafter.

Signed and acknowledged this 21<sup>st</sup> day of November, 2017, by Edward Horgan and Marc Gilloli, Members of AGID Properties, LLC, pursuant to the authority of its Board of Members.

AGID PROPERTIES, LLC

By: Edward Horgan, member  
Edward Horgan, Member

By: Marc Gilloli, member  
Marc Gilloli, Member

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT KNOWN, That on this 21<sup>st</sup> day of November, 2017, before me, the subscriber, a Notary Public in and for said County, personally appeared Edward Horgan and Marc Gilloli, Members of AGID Properties, LLC, in the foregoing Deed, known to me and whose identities were proven by satisfactory evidence, and acknowledge the signing thereof to be their voluntary act and deed pursuant to the authority of its Board of Members.

IN TESTIMONY THEREOF, I HAVE hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Prepared by:  
John R. Meckstroth, Jr.  
Attorney at Law  
114 East Eighth Street  
Cincinnati, Ohio 45202



JOHN R. MECKSTROTH, JR.  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date. Section 147.03 O.R.C.

County number:	15786
Deed number:	17-432165
Index number:	17-435019
Transfer date:	11/21/2017
Sec. 319.202 R.C.	
Sec. 328.02 R.C.	
Deputy Rhodes	
Hamilton County Auditor	
Fee type:	
013 - Transfer Fee	
Sales amount:	
J 50	

EXHIBIT "A"Parcel One

719 Wayne Street

Parcel #68-3-(61-63) cons.

All that lot of land situated in the City of Cincinnati, Hamilton County, State of Ohio, being Lot number One Hundred and Forty-six (146) on the plat of Stephan Kemper's Subdivision, as the same is recorded in Plat Book 1, page 15 of the said County records; said lot is 25 feet in front on the east side of Kenton Street, with a depth of one hundred (100) feet along the south side of Wayne Street.

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lot No. 144 on Plat of Kemper's Subdivision as the same is recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot is 25 feet in front on the east side of Kenton Street with a depth of 100 feet and lies 25 feet south of Wayne Street.

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and known as Lot No. 142 of Kemper's Subdivision as recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot fronting 25 feet on the east side of Kenton Street by 100 feet deep.

Prior Deed Reference: Official Record 12273, Page 2502

Parcel Two

2361 Concord Street

Parcel #68-3-52

Situated in Walnut Hills, in the City of Cincinnati, County of Hamilton and State of Ohio, known as Lot No. 125 on the plat of Subdivision made by the devisees of Stephen Kemper, deceased, as shown in Plat Book 1, pages 12 through 15, inclusive, of the Hamilton County, Ohio, Records.

Prior Deed Reference: Official Record 12335, Page 3008

Parcel Three

717 E. McMillan Street

Parcel #68-2-363

Situate in the County of Hamilton and State of Ohio and the City of Cincinnati, and more particularly described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio being all Lot No. 167 of the Stephen Kemper Subdivision as recorded in Plat Book 1, Page 12 of the Hamilton County, Ohio Plat Records. Said lot fronting 25 feet on the South side of McMillan Street and having a depth of 107 feet, being the same width in rear as in front.

Prior Deed Reference: Official Record 12534, Page 1323

DESCRIPTION ACCEPTABLE

HAMILTON COUNTY ENGINEER

Tax Map:

Whalen 0

Printed:

Parcel Four 2508-2514 Hemlock Street Parcel #70-2-159&160

## TRACT I:

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North  $00^{\circ} 30' 00''$  East, 90.00 feet from the northerly right-of-way of East McMillan Street, said point being the northwesterly corner of Schuyler J. Smith, Tr. (OR 9976, Pg. 3055), thence northeasterly with the easterly line of Hemlock Street, North  $00^{\circ} 30' 00''$  East, 43.10 feet;

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap in the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation, Inc. (OR 6362, PG. 245);

Thence southwesterly with the westerly line of Lot 2, South 00° 30' 00" West, 43.10 feet to a set 5/8" iron pin and cap at the northeasterly corner of Schuyler J. Smith, Tr.,

Thence northwesterly with Smith's north line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0495 acres of land, more or less.

Being a part of the land described in Official Record 7235, Page 1717, as recorded in Hamilton County, Ohio records.

Subject to all legal rights-of-way, easements, covenants, and restrictions of record and or existence.

Being the result of a survey, dated March 5<sup>th</sup>, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Number 70-2-63 of the Hamilton County Ohio Tax Maps. Bearings for the description are based on Plat Book 2, Page 91.

## TRACT II:

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 and Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map: 112267A

CAGIS -

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEERTax Map • 11221702

particularly described as follows:

CAGIS • \_\_\_\_\_

Beginning at a point in the easterly right-of-way of Hemlock Street North 00° 30' 00" East, 133.10 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.99 feet;

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap;

Thence southwesterly with a new division line for 9.09 feet, and also with the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245), South 00° 30' 00" West, a total distance of 40.99 feet to a set 5/8" iron pin and cap;

Thence North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0471 acres of land, more or less.

Prior Deed Reference: Official Record 12233, Page 2058

Parcel Five 2516-2518 Hemlock Street Parcel #70-2-63

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the northwesterly corner of Lot 4, also a corner of Richard and Karen Hordinski (OR 10283, PG. 1169);

thence southeasterly with the north line of Lot 4 and Hordinski's south line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the northeasterly corner of Lot 4, said corner being in the westerly line of Joseph Wiggins (OR. 7221, PG. 633);

thence southwesterly with the east line of Lot 4 and the westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG. 1215), South 00° 30' 00" West, 50.00 feet to the southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the northeasterly corner of Lot 1;

thence northwesterly with the north line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245). North 89° 30' 00" West, 85.00 feet to the northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

thence northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" iron pin and cap;

thence northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Prior Deed Reference: Official Record 12503, Page 2473

Parcel Six 2520 Hemlock Street Parcel #70-2-97

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows:

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Coleville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Prior Deed Reference: Official Record 12409, Page 953

LEGAL  
→

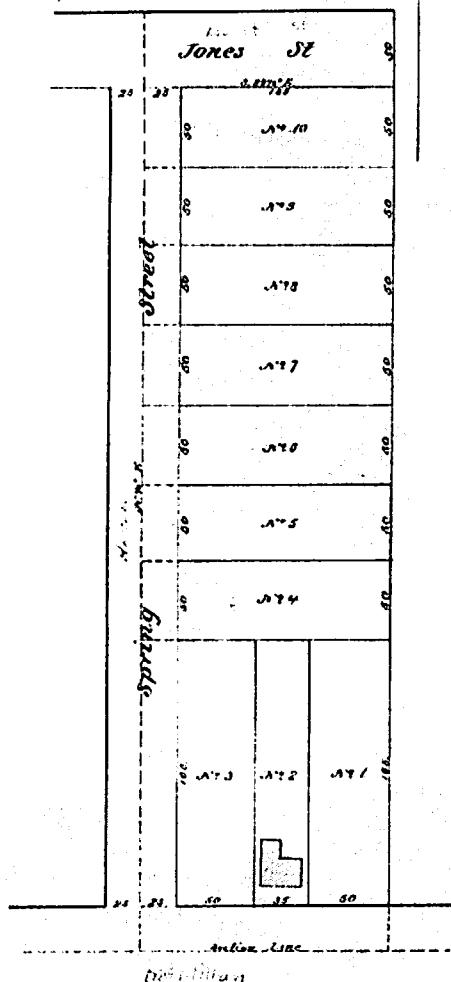
# E.A. Colville's Plat

Sec. 8, T. 3, F.R.R. 2.

Received } Recorded May 5<sup>th</sup> 1860

SCALE SOFT PER INCH

T. J. Kemper  
Surveyor



We hereby adopt this as a correct plat of the Subdivision of Lot #1 of the division of the Davis Estate as the same is recorded in Book No. - Page of the Hamilton County records.

Charles R. Colville

By Samuel Davis, Atty in fact (initials)

Elvira Ann Colville

By Samuel Davis, Atty in fact (initials)

Cincinnati May 5<sup>th</sup> 1860

State of Ohio  
Hamilton County } S.S.

Before me, the undersigned a Notary Public within and for said County, came Charles R. Colville by Samuel Davis his Atty in fact, and Elvira Ann Colville by Samuel Davis her Atty in fact, and acknowledged the signing and sealing of the above to be their voluntary act and deed for the uses and purposes therein named.

Witness my hand and seal at Cincinnati this 5<sup>th</sup> day of May 1860

M.J.   
 Seal

Red. C. Jones  
Notary Public  
Hamilton Co.

2  
8th Series Index: 69-198  
A/O: 070-0002-0097

Sale #25

Rebecca Fream Groose  
Hamilton County Recorder's Office  
Doc #: 06-0101562 Type: DE  
Filed: 06/29/06 08:40:25 AM \$28.00  
Off. Rec.: 10283 01169 F 80 2 221

AUDITOR'S DEED  
(Forfeited Land Sale)

Rev. Code. Secs. 5721.09; 5723.05, 06, 07, 10, 12.

b1028301169fb

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described having become and being delinquent for the nonpayment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas, and of the County Auditor of Hamilton County, Ohio; Case No. A0103886; and

WHEREAS, said County Auditor, after the lapse of time as provided by law caused notice of the sale of said forfeited land to be advertised once a week for two consecutive weeks prior to the date fixed by law, on the 4th day of May, 2006 and the 11th day of May, 2006, attended at the Courthouse of said County and from day to day offered said Real Estate for sale at public auction, to the highest bidder, in manner and form provided by law;

THEREUPON, on the 5th day of June, 2006, Richard A. Hordinski Jr. and Karen Hordinski, husband and wife, bid for said Real Estate the sum of Five Dollars (\$5.00), which sum being the highest bid offered and the best price obtainable, the County Auditor, acting as agent for the State of Ohio, then and there sold said Real Estate to the said Richard A. Hordinski Jr. and Karen Hordinski, husband and wife, for said sum, and thereupon gave to said purchaser, a Certificate of Sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor.

NOW, THEREFORE, I, Dusty Rhodes, as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, in consideration of the premises and the payment of the sum of Five Dollars (\$5.00), and the additional statutory fees for transfer and recording as listed on the Certificate of Sale as provided by law, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said Richard A. Hordinski Jr. and Karen Hordinski, husband and wife, whose address is 2613 Hemlock Street Cincinnati, Ohio 45206, and their heirs and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows.

Plat Book 70, Page 2, Parcel 97

Locate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows.

Convey number 2507  
Deed number 00000000000000000000000000000000  
Book number 2507  
Transfer date 06/29/2006  
Sec 319 204 R  
Sec 322 02 R C  
County Rhodes  
Hamilton County Auditor  
Sale amount: \$ 0  
Commission rate: 0.00

10283 1169

DISBURSEMENT AND EXPENSES  
WITNESS, I, J. C. COLEMAN  
Tax mtd: 08 (6-27-06)  
CAGIS: \_\_\_\_\_

Prior Deed Book Reference: Book 6947, page 1677  
Hamilton County, Ohio Deed Records

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Richard A. Hordinski Jr. and Karen Hordinski, husband and wife, their heirs and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand, this 23 day of June, 2006



Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS.

BE IT REMEMBERED, that on this 23 day of June, 2006 before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above-named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

SUSAN SKYER Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.00

  
Notary Public - State of Ohio

This instrument was prepared by Lawrence C. Baron, Assistant Prosecuting Attorney, Hamilton County, Ohio.

Approved as to Form:

  
\_\_\_\_\_  
Lawrence C. Baron  
Assistant Prosecuting Attorney

10283 1170

MORTGAGE ASSIGNMENT

KNOWN ALL MEN BY THESE PRESENTS, That Sibcy Cline Financial Services, Inc., a Corporation organized and existing under the laws of the State of Ohio, hereby grants, bargains, sells, assigns, transfers and sets over unto:

Principal Residential Mortgage, Inc.  
An Iowa Corporation  
711 High Street  
Des Moines, IA 50392-0720

a certain mortgage deed, made, executed and delivered by \_\_\_\_\_  
Helen Santangelo, unmarried to \_\_\_\_\_

Sibcy Cline Financial Services, Inc.  
8044 Montgomery Road., Suite 301  
Cincinnati, OH 45236

This 26th day of November, 1996, and recorded in 7221 No. 622 of the records of Hamilton County, Ohio together with the note secured thereby and referred to herein; and all sums due and to become due thereon. Describing Land therein as:

HAMILTON COUNTY RECORDER'S OFFICE  
Doc #96 - 187495 Type: AM  
Filed:12/09/1996 9:46:11 AM \$ 14.00  
Off.Rec.: 7221 633 F 18 2 263  
See Attached Exhibit "A"

IN WITNESS WHEREOF, Said Sibcy Cline Financial Services, Inc. Has caused its name to be signed to these presents by its President, Patricia A. Kuether at Cincinnati, Ohio this 26th day of November A.D. 19 96

SIGNED AND ACKNOWLEDGED IN  
THE PRESENCE OF:

Claudia Adelhardt  
Claudia Adelhardt  
Patricia A. Kuether  
PATRICIA A. KUETHER, PRESIDENT

Amy Adcock  
Amy Adcock  
STATE OF OHIO )  
COUNTY OF HAMILTON ) SS

I, Claudia Adelhardt, a Notary Public in and for said County in the State aforesaid hereby certify that Patricia A. Kuether personally known to me to be the President of Sibcy Cline Financial Services, Inc., a corporation organized and existing under the laws of the State of Ohio, and personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and did acknowledge that as such President, she signed and delivered that said instrument as President of said Corporation, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

CLAUDIA ADELHARDT  
Notary Public, State of Ohio  
My Commission Expires Dec. 30, 1999



THIS INSTRUMENT PREPARED BY SIBCY CLINE FINANCIAL SERVICES, INC.

620-310P 7221 633

**E X H I B I T "A"**

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio in Section 21, Township 4, Fractional Range 2, of the Miami Purchase and being parts of Lot 10 and Lot 11 of the Henry Cordes Addition to Oakley, a plat of which is recorded in Plat Book 7, Page 24 of the plat records of said county and being more particularly described as follows:

Beginning at the intersection of the Southerly line of Everson Avenue and the Westerly line of Marburg Avenue said point also being the Northeast Corner of Lot 10 of Henry Cordes Addition, thence North 88 degrees 47 min. 30 sec. West along the Southerly Right of Way Line of Everson Avenue a distance of 17.76 feet to a point and the real place of beginning; thence continuing along the Southerly Right of Way line of Everson Avenue North 88 degrees 47 min. 30 sec. West a distance of 97.24 feet to a point; thence south 0 degrees 40 min. West a distance of 45.00 feet to a point; thence south 88 deg. 47 min. 30 sec. East a distance of 107.46 feet to a point and the Westerly Right of Way of Marburg Avenue; thence along the Right of Way of Marburg Avenue Northwestwardly along a curve deflecting to the left with a radius of 471.00 feet a distance of 36.47 feet to a point (chord of said curve bears North 7 degrees 10 min. West a distance of 36.46 feet); thence Northwestwardly along a curve tangent to the last described curve and deflecting to the left with a Radius of 16.00 feet a distance of 10.52 feet to the Southerly line of Everson Avenue (chord of said curve bears North 28 deg. 33 min. 05 sec. West a distance of 10.33 feet) and the place of beginning.

39-2-498

7221<sub>PC</sub> 634

714141

169  
198-B 70  
340-DGENERAL WARRANTY DEED

THE MORRIS INVESTMENT CO., INC., an Ohio corporation, for valuable consideration paid, grants, with general warranty covenants, except easements and restrictions of record and taxes and assessments not yet due and payable, to WALNUT HILLS REDEVELOPMENT FOUNDATION, INC., an Ohio corporation, whose fax-mailing address is 2601 Melrose Avenue, Cincinnati, Ohio 45206, the real estate described on attached Exhibit A.

Prior instrument Reference: Deed Book 3164, Page 317 of the Deed Records of Hamilton County, Ohio.

IN WITNESS WHEREOF, The Morris Investment Co., Inc., has hereunto set its hand by Beverly G. Williams, its President, on December 21, 1993.

Signed and acknowledged  
in the presence of:

Daphne G. Giffen  
Daphne A. Sloan

Print Name: \_\_\_\_\_

Raymond Stewart  
Print Name: Raymond Stewart

THE MORRIS INVESTMENT CO., INC.

By: Beverly G. Williams  
Its: President

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me, a notary public, by Beverly G. Williams, the President of The Morris Investment Co., Inc. this 21 day of December, 1993, on behalf of the corporation.

JAN 24  
1994

Notary Public

LORI ZAHN  
Notary Public State of Ohio  
My Commission Expires 12-22-1998

Examined & Compliant 0000  
Sec. 319.202 R.C.

2.00

DUSTY RHODES

101662 1434003 90 HAMILTON COUNTY, OHIO  
TAX 97.50

Examined & Compliant 0000  
Sec. 319.202 R.C.  
Real Property Transfer Tax

2413 75  
DUSTY RHODES

HAMILTON COUNTY, OHIO

308-194-110

225

EXHIBIT A

**PARCEL 1**

SITUATED in the City of Cincinnati, County of Hamilton, State of Ohio, bounded and described as follows:

BEING in Section Eight (8), Township Three (3) in the Second Fractional Range of the Miami Purchase, and particularly described as follows: viz:

BEGINNING at a point in the north line of McMillan Street fifty (50) feet east of the northeast corner of McMillan and Hemlock (formerly Spring) Streets; thence eastwardly along the north line of McMillan Street eighty-five (85) feet; thence northwardly at right angles with McMillan Street one hundred and sixty-five (165) feet; thence westwardly on a line parallel with McMillan Street eighty-five (85) feet; thence southwardly to the place of beginning, and being Lots Nos. One (1) and Two (2) of E. A. Colville's Subdivision as recorded in Plat Book 2, page 91, Recorder's Office;

**PARCEL 2**

All that certain lot of land in Section eight (8), Township three (3), Fractional Range two (2), Miami Purchase, Hamilton County, Ohio, in the city of Cincinnati; being part of Lot thirteen (13) as shown in the Plat of Cottage Farm made by Peter H. Kemper and recorded in Book 1, page 326, Probate Court Records of Hamilton County, Ohio, and described as follows:

Beginning at a point in the north line of McMillan Street one hundred and one and 97/100 (101.97) ft. west of the west line of Stanton Avenue, formerly Lane Street, said point being the west side of a brick wall; thence running westwardly along the north line of McMillan Street fifty-three and 3/100 (53.03) feet to the southwest corner of said lot thirteen (13); thence running northwardly along the west line of said lot thirteen (13) one hundred (100) feet to the north line of said lot thirteen (13); thence running eastwardly along the north line of said lot thirteen (13) and parallel with McMillan Street Fifty-three and 33/100 (53.33) feet, thence running southwardly one hundred (100) feet to the place of beginning, being the same premises conveyed to Wilhelmina Fasse, administratrix of the estate of Henry Fasse, deceased, to The Christian Moerlein Brewing Company, by deed dated September 5, 1899, and recorded in Deed Book No. 836, page 287, of the Records of Deeds of Hamilton County, Ohio. Reference: Deed Bk. 3028, pg. 493, Ham. Co. O., records.

Auditor's Parcel #70-2-63 & 96  
8th Series 69/198 B

799821

General Warranty Deed

HAMILTON COUNTY RECORDER'S OFFICE  
Doc #96 - 196909 Type: DE  
Filed:12/26/1996 3:03:33 PM \$ 14.00  
Off.Rec.: 7235 1717 F B50 2 610

C. E. LIMITED, an Ohio limited liability company, for valuable consideration paid, grants with general warranty covenants to TIMOTHY F. HIGGINS, whose tax mailing address is P. O. Box 6966, Cincinnati, Ohio 45206, the real property described in Exhibit A attached hereto (the "Property").

The Property is conveyed subject to, and there are excepted from the general warranty covenants, the following:

1. All easements, covenants, conditions and restrictions of record;
2. All legal highways;
3. Zoning, building and other laws, ordinances and regulations;
4. Real estate taxes and assessments not yet due and payable; and
5. The rights of the parties in possession.

Prior Instrument Reference: Official Record Book 6918, Page 1643 of the Hamilton County, Ohio records.

IN WITNESS WHEREOF, C. E. LIMITED, an Ohio limited liability company, has caused this Deed to be executed by Ellen Simkin Riedman, authorized Member, as of the 30 day of October, 1996.

Signed and acknowledged  
in the presence of:

Sandra A. Brooks  
(Printed Name: SANDRA A. BROOKS)

C. E. LIMITED  
An Ohio Limited Liability  
Company

Kyle C. Brooks  
(Printed Name: Kyle C. Brooks)

By: Ellen Simkin Riedman  
Ellen Simkin Riedman,  
Authorized Member

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 30 day of October, 1996, by Ellen Simkin Riedman, Authorized Member of C. E. Limited, an Ohio limited liability company, on behalf of the limited liability company.

This instrument was prepared by:

Kevin R. Flynn  
Barron, Peck & Bennie  
One West Fourth Street  
Fourteenth Floor  
Cincinnati, Ohio 45202  
513/721-1350

Kyle C. Brooks  
Notary Public  
KYLE C. BROOKS, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03

c:\wp\files\krf\deeds\GWD\c-e-ltd2.hig

Examined & Compliance with  
Sec. 322.02 R.C.  
Real Property Transfer Tax  
54.45  
DUSTY RHODES  
HAMILTON COUNTY, OHIO

96917225

7235 1717

Examined & Compliance with  
Sec. 319.202 R.C.  
DUSTY RHODES  
HAMILTON COUNTY, OHIO

TAX 36.30

1.00

## EXHIBIT A

(2510-08 Hemlock & 2518-16 Hemlock)

Situated in the County of Hamilton, in the State of Ohio, and in the City of Cincinnati, and bounded and described as follows:

The following described real estate in Section eight (8), Township three (3) and fractional range two (2) of the Miami Purchase, in Cincinnati, Hamilton County, Ohio, being part of Colvilles Sub-division of Cottage Farm as recorded in Plat Book 2, page 91 of the Hamilton County Records, and more particularly described as follows, viz:

Commencing at a point on the east side of Hemlock Street in the line of a partition fence, ninety feet more or less from the north-east corner of said Hemlock and McMillan Streets, on Walnut Hills, in said city of Cincinnati; running thence northwardly along the east line of said Hemlock Street, one hundred and twenty-five feet more or less, to the north line of lot number four of E. A. Colville's subdivision of said Walnut Hills; thence eastwardly on said north line of said lot number four one hundred and thirty-five feet to the north east corner of said lot; thence southwardly along the east line of said lot number four, fifty feet to the south east corner of said lot; thence westwardly along the south line of said lot number four, eighty-five feet to the northeast corner of lot number three of said Colville's Subdivision; thence south, along the east line of said lot number three, seventy-five feet more or less, to the junction of said last mentioned line with the aforesaid fence; thence westwardly, along the line of said fence, fifty feet to the place of beginning, said premises being known and numbered as 2510-08 and 2518-16 Hemlock Street, Plat Book 70, Plat 2, Parcels 63 and 96.

7235 1718