

PUBLIC BID INFORMATION PACKET

Great Parks of Hamilton County Sale of Surplus Real Property

Bids will be received until 1:00 p.m. EST on July 9, 2025
Bids will be opened at a public meeting on July 9, 2025 at 1:15 p.m.

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LEGAL ADVERTISEMENT
Published in the *Cincinnati Court Index*

Legal Notice

Notice is hereby given that the Board of Park Commissioners of Great Parks of Hamilton County has found that the following described parcels of land ("the Park District Sale Property") are no longer necessary for park purposes and should be sold:

Parcel 1
5.970 Acres

Situated in Section 4, Town 1, Entire Range 1, Miami Purchase, Colerain Township, Hamilton County, Ohio, being part of a tract of land conveyed to Board of Park Commissioners of Great Parks of Hamilton County in O.R. 13770 Pg. 384 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Commencing at the southeast corner of said Section 4;

Thence along the east line of said section, N06°02'07"E a distance of 3513.17 feet to a stone found at the northeast corner of a 38.770 acre (deed) tract of land conveyed to The Board of Park Commissioners of the Hamilton County Park District in O.R. 11213 Pg. 1130;

Thence along a northerly line of said 38.770 acre (deed) tract of land, N84°00'48"W a distance of 963.54 feet to a 1" iron pin found;

Thence along an easterly line of said 38.770 acre (deed) tract of land, N05°36'04"E a distance of 278.36 feet to a 5/8" iron pin set;

Thence through said 38.770 acre (deed) tract of land, N87°15'42"W a distance of 30.04 feet to a 5/8" iron pin set in a westerly line of said 38.770 acre (deed) tract of land, said point being the Point of Beginning;

Thence through the aforementioned Board of Park Commissioners of Great Parks of Hamilton County tract of land,

along a new division line, N87°15'42"W a distance of 320.37 feet to a 5/8" iron pin set;

Thence continuing, N05°37'20"E a distance of 843.20 feet to a 5/8" iron pin found in a southwesterly line of the aforementioned 38.770 acre (deed) tract of land;

Thence along said southwesterly line, S87°15'42"E a distance of 320.07 feet to a 5/8" iron pin found;

Thence along a westerly line of said 38.770 acre (deed) tract of land, S05°36'04"W a distance of 813.14 feet to the Point of Beginning.

Containing 5.970 acres or land, more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, as derived from the Ohio Department of Transportation's Real Time Network (RTN)(NAD '83 – 2011)

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers Group".

The above description is based on a field survey performed by The Kleingers Group in April of 2023 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

Parcel 2

0.801 Acres

Situated in Section 4, Town 1, Entire Range 1, Miami Purchase, Colerain Township, Hamilton County, Ohio, being part of a 38.770 acre (deed) tract of land conveyed to The Board of Park Commissioners of the Hamilton County Park District in O.R. 11213 Pg. 1130 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Commencing at the southeast corner of said Section 4;

Thence along the east line of said section, N06°02'07"E a distance of 3513.17 feet to a stone found at the southeast corner of a 44.69 acre (deed) tract of land conveyed to Board of County Commissioners, Hamilton county, Ohio in D.B. 2718 Pg. 51;

Thence along the south line of said 44.69 acre (deed) tract of land, N84°00'48"W a distance of 963.54 feet to a 1" iron pin found;

Thence along the west line of said 44.69 acre (deed) tract of land, N05°36'04"E a distance of 278.36 feet to a 5/8" iron pin set at the Point of Beginning;

Thence through the aforementioned 38.770 acre (deed) tract of land, N87°15'42"W a distance of 30.04 feet to a 5/8" iron pin set in an easterly line of a tract of land conveyed to Board of Park commissioners of Great Parks of Hamilton County;

Thence along said easterly line, N05°36'04"E a distance of 813.14 feet to a 5/8" iron pin found;

Thence continuing, N87°15'42"W a distance of 320.07 feet to a 5/8" iron pin found;

Thence through the aforementioned 38.770 acre (deed) tract of land, along a new division line, N05°37'20"E a distance of 30.04 feet to a 1" iron pin found in a southwesterly line of the aforementioned 44.69 acre (deed) tract of land;

Thence along said southwesterly line, S87°15'42"E a distance of 350.10 feet to a 1" iron pin found;

Thence along the west line of said 44.69 acre (deed) tract of land, S05°36'04"W a distance of 843.18 feet to the Point of Beginning.

Containing 0.801 acres or land, more or less and being subject to easements, restrictions and rights of way of record.

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The above description is based on a field survey performed by The Kleingers Group in April of 2023 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

Due to the nature of the real property for sale, Great Parks will only accept adjacent property of equal or greater size and appraised value as consideration for purchase. Persons submitting bids must represent a political subdivision within the State of Ohio. Said parcels of land will be sold

for the highest and best bid in money's worth, by the conveyance to Great Parks of abutting real estate deemed to be approximately the equivalent value and adjacent to the Park District Sale Property, subject to certain reservations, together with certain easements, rights, powers and restrictions running with the land.

Bid Packets, information, and documents pertaining to these parcels and this bid process can be obtained or viewed on the Great Parks of Hamilton County website at greatparks.org/about/project/activeprojects; and at the Great Parks' Administrative Offices located at 10245 Winton Road, Cincinnati, OH 45231. Questions regarding the bid process should be directed to Madison Stanley by telephone at (513) 519-1699 or by email to MStanley@greatparks.org.

Bid proposals for the purchase of said parcels of land must be submitted on the forms provided in the Bid Packet and must be emailed to Madison Stanley at MStanley@greatparks.org and received by 1:00 p.m. EST on JULY 9, 2025. The bids will be opened at 1:15 p.m. at the Great Parks' Administrative Offices located at 10245 Winton Road, Cincinnati, OH 45231.

Great Parks reserves the right to reject any and all bids, to accept the bid which it deems to be in the best interest of Great Parks, to waive any formalities or irregularities in bidding, or to withdraw the properties from auction entirely, or to advertise for new bids if in its judgment the best interests of Great Parks would be promoted thereby. Except as expressly permitted by law, no bidder may withdraw a bid proposal for a period of sixty (60) calendar days after the date of the opening thereof. The sale of the parcels of land is contingent upon approval of the probate court as required by R.C. 1545.12.

Print date June 20, 2025

Online Publication dates June 20, 2025 and June 25, 2025

BID INSTRUCTION SHEET

Persons interested in bidding to purchase the 5.970 AND the 0.801 acre parcels of real property located in Hamilton County, Ohio must complete all of the information requested and affix the signatures required on the Bidder Information Sheet, the Official Bid Proposal Form, and the Bidder Acknowledgment Form. **Failure to complete the required information and/or to affix the required signatures may result in the bid being rejected in its entirety.**

All bids submitted must be typed or written legibly on the forms provided in this packet and must be submitted by email to Madison Stanley at MStanley@greatparks.org and received by 1:00 p.m. EST on JULY 9, 2025. The bids will be opened at 1:15 p.m. at the Great Parks' Administrative Offices located at 10245 Winton Road, Cincinnati, OH 45231.

ALL BIDS MUST BE RECEIVED BY 1:00 P.M. (EST) ON JULY 9, 2025.

RESPONSIBLE BIDDER INFORMATION FORM

Attach additional sheets as needed.

1. Entity Name: _____

Address: _____

Telephone Number (w/Area Code): _____

E-Mail Address: _____

Federal Tax ID No: (If applicable): _____

Contact Person's Name & Title: _____

2. Certification of Accuracy:

I hereby certify that the information above is factual and complete.

Authorized Official (please print or type)

Signature of Authorized Official

Date

CONDITIONS OF SALE

1) Minimally- Acceptable Bid:

Due to the nature of the real property for sale (" the Park District Sale Property"), Great Parks will only accept adjacent property of equal or greater size and appraised value as consideration for purchase. Persons submitting bids must represent a political subdivision within the State of Ohio. The Park District Sale Property will be sold for the highest and best bid in money's worth, by the conveyance to Great Parks of specifically-described abutting real estate ("Park District's Replacement Property") deemed to be approximately the equivalent value and adjacent to the Park District Sale Property, subject to the reservations, together with certain easements, rights, powers and restrictions running with the land, outlined in the Sample Exchange Agreement included in this Bid packet.

2) Sale Contingent Upon Probate Court Approval:

Pursuant to R.C. 1545.12, the sale of the two parcels of real property are contingent upon approval of the sale by the Hamilton County Probate Judge.

3) Execution of Exchange Agreement:

The successful bidder will be required to execute the Exchange Agreement within ten (10) days of notice that the bidder is the successful bidder. Once the Exchange Agreement has been executed by both parties, Great Parks will file the Petition for Approval with the Probate Court Judge. After the filing of an entry by the Probate Court Judge approving the sale of the parcels, the successful bidder and Great Parks will establish a closing date and execute all documents necessary to transfer the parcels.

BIDDER PROPOSAL FORM

The _____ is a political subdivision of the State of Ohio and the fee simple owner of a _____ acre tract, by a deed recorded in Deed Book _____, Page _____, Hamilton County, Ohio Records, being more particularly described on the legal description attached as Exhibit A and visually depicted on a Plat of Survey attached hereto as Exhibit B.

_____ proposes to exchange the above-described property for the 0.801 and 5.970 acre tracts of land for sale by Great Parks of Hamilton County. The appraised value of the land proposed to be exchanged for the Great Parks' property is _____.

_____ has read and accepts all of the conditions of sale outlined in the Sample Exchange Agreement attached to this Bid packet.

Signature of person submitting bid

Printed name of person submitting bid

Title of person submitting Bid

BIDDER ACKNOWLEDGMENT FORM

The undersigned Bidder hereby attests that the information provided to Great Parks of Hamilton County pertaining to the bid for the purchase of the 0.801 acre tract and the 5.970 acre tract is true and accurate to the best of the Bidder's knowledge, that the Bidder has read and understands the conditions of bidding and conditions on the sale of the property, and has tailored the Bidder's bid exclusively to the information/conditions provided.

The Bidder understands that Great Parks of Hamilton County reserves the right to reject any and all bids, to accept the bid which it deems in the best interest of Great Parks, to waive any formalities or irregularities in bidding, to withdraw the properties from auction entirely, or to advertise for new bids if in its judgment the best interests of Great Parks will be promoted thereby. The Bidder further understands that the Bidder may not change, alter, modify or withdraw the bid, except as expressly permitted by law, for a period of sixty (60) days after the opening of the bids and that the bid is binding upon the Bidder during that period of time. Bidder also understands that the purchase of the parcels of property is contingent upon the approval of the sale by the Hamilton County Probate Judge.

Signature

Printed or Typed Name

Entity Name

Title of Individual Signing

Date

SAMPLE EXCHANGE AGREEMENT

This Exchange Agreement is entered into by and between BOARD OF PARK COMMISSIONERS OF GREAT PARKS OF HAMILTON COUNTY, an Ohio park district (hereinafter called "the Park District"), whose address is c/o 10245 Winton Road, Cincinnati, Ohio 45231, and _____, a political subdivision of the State of Ohio (hereinafter called " _____" in the singular), whose address is _____ (collectively referred to as "the Parties" and individually as a "Party"), in order to memorialize their agreement to exchange properties under the following circumstances:

A. The Park District is the fee simple owner of the 0.801 acre tract, being part of an original 38.770 acre tract, by a deed recorded in Official Record Volume 11213, Page 1130, Hamilton County, Ohio Records, and the 5.970 acre tract, being part of an original 58.961 acre tract, by a deed recorded in Official Record Volume 13770, Page 384, Hamilton County, Ohio Records, being more particularly described on the attached Exhibits A and B, and visually depicted on a Plat of Survey attached hereto as Exhibit D ("the Park District Sale Property").

B. The _____ is the fee simple owner of a _____ acre tract, being part of an original _____ acre tract, by a deed recorded in Deed Book _____, Page _____, Hamilton County, Ohio Records, being more particularly described on the attached Exhibit C and visually depicted on a Plat of Survey attached hereto as Exhibit D ("the Park District's Replacement Property").

C. The Parties desire to complete a qualified simultaneous exchange of the Park District Sale Property described on the attached Exhibits A and B

for the Park District's Replacement Property described on the attached Exhibit C.

D. The Park District's 0.801 acre tract and the 5.970 acre tract described on Exhibits A and B are referred to as the "Park District's Sale Property" and that identical interest being acquired by _____ is referred to as the "_____ Replacement Property".

E. _____ acre tract described on Exhibit C is referred to as the "_____ Relinquished Property" and that identical interest being acquired by the Park District in its respective allocated interests set out above is referred to as the "Park District's Replacement Property".

F. The Park District and _____ desire _____ to exchange their interest in each of their respective "Relinquished Property" for the like-kind Replacement Property owned by the other party. Because the two Parties' like-kind Replacement Property are approximately the same market value, there will be no "boot" paid in the form of a cash payment to either Party.

G. The Parties wish to qualify the transfer of the parcels for tax-deferred treatment under IRS Section 1031 and similar state statutes.

NOW, THEREFORE, the Parties agree as follows:

1. Exchange of Properties. The Park District agrees to exchange its interest in the Park District Sale Property described on Exhibits A and B for the _____ Relinquished Property described on Exhibit C. _____ agree to exchange its interest in the _____ Relinquished Property described on Exhibit C for the Park District Sale Property described on Exhibits A and B.

2. Stipulated Equivalent Market Value for Each Property. Because of the equivalent value of each Property being exchanged, there will be no boot paid to any Party.

3. Warranties. With respect to the Relinquished Property being transferred by such Party to the receiving Party, the transferring Party represents to the receiving Party that, to the best of such Party's knowledge, each of the following statements are true:

A. No other person or entity other than the transferring Party (or Parties) have any possession or right to use or possess the real estate, nor are there other rights outstanding in third person by reasons of unrecorded leases, land contracts, sale contracts, options or other documents.

B. There are no unpaid bills or amounts due incurred by owners for work performed upon or materials delivered to the real estate for the construction or improvement of the real estate during the last seventy-five (75) days, nor are there any appliances or fixtures attached to the real estate which have not been paid for in full and there are no outstanding or disputed claims for any of the above work or items.

C. That there has been no work done, or notice received that work is to be done, by or at the direction of any governmental agency, municipality, county or township in connection with the installation of sewer or water lines or for improvements such as paving or re-paving of streets or alleys, or the installation of curbs and sidewalk.

D. No notice has been served by any governmental authority for the removal or abatement of any nuisance or for any building code violation, for the violation of any zoning regulations or concerning condemnation of any portion of the real estate; that there has been no violation of any restrictions

affecting the real estate and there are no disputes with any adjoining property owners as to the location of the property lines or the encroachment of any improvements, and that there are no known encroachments of improvements onto any easements or onto any neighbor's land.

E. "As-is" Condition. The Parties agree that upon delivery of occupancy, the Real Estate shall be in the same condition as it is on the date of this Agreement. Upon acceptance of this Agreement, the real estate described herein will be accepted in its "as is" condition without further warranty or representation to each other.

F. New Covenants and Conditions Imposed on the Park District Sale Property. The Park District's 0.801 acre tract and 5.970 acre tract described on Exhibits A and B, referred to as "the Park District Sale Property", shall be conveyed subject to the following covenants and restrictions, which may only be amended, modified or terminated with the written consent of the Park District, or its successor in interest:

(1) Said property shall be restricted to its use a firearms training facility by Grantee or a successor public entity;

(2) Grantor's Park Rangers or its successor public entity may use the firearms training facility in perpetuity without charge or other consideration; and

(3) Grantee agrees to remediate the property owned by Grantor which is contiguous to Grantee's firearms training facility from any negative or adverse environmental impact or condition as a result of its use as a firearms training facility.

Except as expressly set forth in this Agreement, the Parties have not made and do not make any representations, warranties or other statements as to the condition of the property. Each Party acknowledges that at the

acceptance of these documents, it is receiving the Property on an "AS-IS, WHERE IS" basis and without relying on any representations and warranties of any kind whatsoever, expressed or implied, from the other party, its agents or brokers to any matters concerning the Property. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by the Parties or by any partner, officer, person, firm, agent or representative acting or purporting to act on behalf of the other Party as to the condition or repair of the Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely expresses their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement. Except to the extent of any representations and warranties of either Party expressly set forth in this Agreement, the Parties, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, the Party's affiliates, the partners, trustees, shareholders, directors, officers, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs of expenses

whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way be connected with the physical condition of the Property or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C. Section 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601-2629).

4. Probate Court Approval. The parties understand and agree that the Park District's 0.801 acre tract and 5.970 acre tract described on Exhibits A and B, referred to as the "Park District Sale Property", may only be conveyed after the proposed sale of the Park District Sale Property is approved by the Hamilton County Probate Court pursuant to R.C. 1545.12. If such approval is not granted, this Agreement shall be void, with neither party owing further obligations to the other.

5. Agency. Each party is acting as a principal in this exchange and not as the agent of the other party.

6. General. Time is of the essence of this Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the Parties hereto. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

7. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Ohio.

8. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same agreement.

The Parties have caused this Agreement to be executed as of the dates set forth on each of the respective executed counterparts attached hereto.

This separately executed counterpart of the Exchange Agreement is executed on this _____ day of _____, 2025, by BOARD OF PARK COMMISSIONERS OF GREAT PARKS OF HAMILTON COUNTY, an Ohio park district, by and through Todd Palmeter, its Chief Executive Officer.

BOARD OF PARK COMMISSIONERS OF
GREAT PARKS OF HAMILTON COUNTY,
an Ohio park district

By: _____
Todd Palmeter, Chief Executive Officer

STATE OF OHIO
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me on the aforesaid date by Todd Palmeter, the Chief Executive Officer of the Board of Park Commissioners of Great Parks of Hamilton County, an Ohio park district.

Notary Public

This separately executed counterpart of the Exchange Agreement is executed on this _____ day of _____, 2025, by ____

_____, a political subdivision of the State of Ohio, by and through _____, the _____.

By: _____

STATE OF OHIO
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me on the aforesaid date by _____ for the _____, Ohio, a political subdivision of the State of Ohio.

Notary Public

This instrument prepared by:

G. ROBERT HINES
Attorney at Law
Hines Law Firm LLC
810 Sycamore Street, First Floor
Cincinnati, Ohio 45202
Tel: 513/721-2525
Fax: 513/721-2064
Email: roberthines@cincilaw.net

Legal Description

5.970 Acres

Parcel 1

Situated in Section 4, Town 1, Entire Range 1, Miami Purchase, Colerain Township, Hamilton County, Ohio, being part of a tract of land conveyed to Board of Park Commissioners of Great Parks of Hamilton County in O.R. 13770 Pg. 384 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Commencing at the southeast corner of said Section 4;

Thence along the east line of said section, N06°02'07"E a distance of 3513.17 feet to a stone found at the northeast corner of a 38.770 acre (deed) tract of land conveyed to The Board of Park Commissioners of the Hamilton County Park District in O.R. 11213 Pg. 1130;

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Thence continuing, N05°37'20"E a distance of 843.20 feet to a 5/8" iron pin found in a southwesterly line of the aforementioned 38.770 acre (deed) tract of land;

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Legal Description

0.801 Acres

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