

Contract No. \_\_\_\_\_

Property: sale of portion of South Street

## PROPERTY SALE AGREEMENT

This Property Sale Agreement (“**Agreement**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), and **CONSOLIDATED METAL PRODUCTS, INC.**, an Ohio corporation, the address of which is 1028 Depot Street, Cincinnati, OH 45204 (“**Developer**”).

### Recitals:

A. The City owns certain real property designated as public right-of-way (a paper street) known as South Street, located east of Depot Street, in the Lower Price Hill neighborhood of Cincinnati, as depicted and described in Exhibit A (*Quitclaim Deed*) hereto (the “**Sale Property**”), which is under the management of the City’s Department of Transportation and Engineering (“**DOT**”).

B. Developer owns property that abuts the Sale Property, as depicted on Exhibit A hereto (“**Developer’s Property**”).

C. Developer desires to purchase the Sale Property from the City in order to consolidate it with Developer’s Property to facilitate the expansion of Developer’s existing industrial operations located on properties surrounding Developer’s Property with a cumulative anticipated investment of approximately \$9,600,000 (the “**Project**”).

D. Daniel E. Reitz, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided (i) an Attorney’s Certificate of Title dated March 19, 2024, attached as Exhibit B (*Attorney’s Certificate of Title*) hereto, certifying that Developer owns all of the property abutting on either side of the Sale Property to the north and south; and (ii) an Attorney’s Certificate of Title dated May 7, 2024, also attached as Exhibit B hereto, certifying that CSX Transportation, Inc., a Virginia corporation, the successor of the Baltimore & Ohio Railroad (“**CSX**”), owns all of the property abutting to the north and south, and the Port of Greater Cincinnati Development Authority, an Ohio port authority, owns all of the property abutting to the east, of that portion of the South Street public right-of-way depicted and described on Exhibit C (*Legal Description—Remnant Property*) (the “**Remnant Property**”). As a condition to Closing, Developer will have delivered the written consent of all necessary abutters to the City’s vacation and sale of the Sale Property to Developer and the vacation and conveyance of the Remnant Property to CSX, in the form of *Abutter’s Quitclaim Deeds* before the Closing (as defined below), which Abutters the City’s Law Department has identified as [x] CSX, and [y] the Port of Greater Cincinnati Development Authority, an Ohio port authority (in the case of the Remnant Property).

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

F. The City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$7,475, which Developer has agreed to pay.

G. The City has determined that eliminating competitive bidding in connection with the City’s sale of the Sale Property is justified because Developer owns all real property abutting either side of the Sale Property to the north and south, and as a practical matter, no one other than an abutting property owner would have any use for it, and (ii) the City desires to facilitate the Project because the City anticipates that the Project will create new temporary and permanent jobs, and stimulate economic growth in the Lower Price Hill neighborhood of the City.

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

I. Pursuant to Chapter 723 of the Ohio Revised Code, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.

J. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Developer at its meeting on June 19, 2020 and approved the sale of the Remnant Property to CSX at its meeting on December 18, 2020.

K. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. \_\_\_\_\_-2024, passed on \_\_\_\_\_, 2024.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Developer, and Developer hereby agrees to purchase the Sale Property from the City for the Purchase Price. Developer acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Developer in "as is," "where is" condition with all faults and defects, known or unknown. The City makes no representations or warranties to Developer with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. **Closing.**

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

- (i) **Title & Survey:** Developer's approval of title to the Sale Property and, if obtained by Developer, an ALTA property survey of the Sale Property;
- (ii) **Inspections, Utilities & Zoning/Building Code Requirements:** Developer's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) **Plats and Legal Descriptions:** Developer shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's vacation and sale of the Sale Property;
- (iv) **Abutter's Interests:** Developer shall have provided the City with *Quitclaim Deeds* from all abutters to the portions of South Street to be vacated (excluding the City and Developer) to the City in a form acceptable to the City Solicitor, conveying all right, title, and interest as an abutting property owner in the Sale Property and the Remnant Property;

(v) Coordinated Report Conditions (CR #32-2023, recirc of CR #89-2019):

a. DOTE:

1. Existing utilities must be granted easements or relocated at Developer's expense.
2. Abutting property owners must agree to the sale in writing.
3. No parcels shall be landlocked by the vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.
4. Developer must provide the City with an acceptable legal description for the entire area of South Street to be vacated, at their expense, which meets the recordable standards of the Hamilton County Recorder's Office.
5. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies, and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.
6. DOTE shall review and approve future development at this site as it impacts the public right-of-way.

b. Metropolitan Sewer District of Greater Cincinnati ("MSDGC"):

1. An existing 78" diameter brick sewer, approximately 15 feet to 16 feet deep, of unknown thickness provides combined sewer service to the area. The 78" diameter brick sewer may be constructed from three or more layers of brick, with or without buttressed haunches and pipe cradle. A 30' wide minimum permanent easement centered on the existing sewer will be required by MSDGC ("**Sewer Easement**"), with an additional 3-foot buffer area on either side of said Sewer Easement, along with other restrictions, as outlined per MSDGC Rules and Regulations Section 207. No structure which can interfere with the access to the public sewer or can exert loading upon a public sewer will be allowed per MSDGC Rules and Regulations Section 206.
2. A MSDGC Excavation/Fill permit as well as bond will be necessary for any construction, construction traffic, earthwork, or any other construction activity over the Sewer Easement. Additional requirements will be established by the permit (such as verification and usage of existing or abandoned building services to the combined sewer through dye testing, CCTVing, etc.), depending on the final project concept plan and submission of the MSDGC Request for Availability for Sewer Service for the final project.

c. Department of Buildings and Inspections ("**B&I**"):

1. Developer shall produce and record a Consolidation Plat to consolidate Developer's Property and the Sale Property immediately upon taking ownership of the Sale Property.
2. No building permits for buildings within the Sale Property shall be issued before recording of the Consolidation Plat.

d. Parks Department:

1. A public tree work permit must be obtained before performing any work within 15 feet of a public street tree.

(B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **12 months** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

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

(D) Closing Costs and Closing Documents. At the Closing, (i) Developer shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title, and interest in and to the Sale Property to Developer by *Quitclaim Deed* in the form of Exhibit A. Developer shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Developer that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Developer to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

**3. Notices.** All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS, or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

**4. Representations, Warranties, and Covenants of Developer.** Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement:

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

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

(iii) Developer's execution, delivery and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Developer's organizational documents, or any mortgage, contract,

agreement, or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.

(v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Developer that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its Developer of the Property.

(vi) The statements made in the documentation provided by Purchaser to the City have been reviewed by Purchaser and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(vii) Neither Developer nor any of its affiliates owes any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

## **5. General Provisions.**

(A) Entire Agreement. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof.

(B) Amendments. This Agreement may be amended only by a written amendment signed by both parties.

(C) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

(E) Captions. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.

(F) Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(G) No Third-Party Beneficiaries. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.

(H) Brokers. Developer represents to the City that Developer has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

(I) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future officer, agent, employee, or attorney of the City in other than his or her official capacity.

(J) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in Developer or in the property sale, and Developer shall take appropriate steps to assure compliance.

(K) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

(L) Counterparts; E-Signature. The parties hereto agree that this Agreement may be executed and delivered by electronic signature, which shall have the same force and effect as an original signature. Electronic signatures may be delivered via email or other electronic means agreed upon by the parties. The parties hereto may execute this Agreement in two or more counterparts, and each executed counterpart shall be considered an original.

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

Exhibit A – *Quitclaim Deed*

Exhibit B – *Attorney's Certificate of Title*

Exhibit C – *Legal Description—Remnant Property*

*SIGNATURE PAGES FOLLOW*

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

**CONSOLIDATED METAL PRODUCTS, INC.**,  
an Ohio corporation

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

**CITY OF CINCINNATI**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

Approved by:

\_\_\_\_\_  
John Brazina, Director  
Department of Transportation and Engineering

Recommended by:

\_\_\_\_\_  
Markiea L. Carter, Director  
Department of Community and Economic Development

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director



**EXHIBIT A**  
to Property Sale Agreement

*Quitclaim Deed*

SEE ATTACHED

-----  
[SPACE ABOVE FOR RECORDER'S USE]

## QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation, for valuable consideration paid, hereby grants and conveys to **CONSOLIDATED METAL PRODUCTS, INC.**, an Ohio corporation, the address of which is 1028 Depot Street, Cincinnati, OH 45204 ("**Grantee**"), all of the City's right, title and interest in and to the real property described on Exhibit A (Legal Description) and depicted on Exhibit B (Plat) hereto (the "**Property**").

Property Address:       None—a portion of public right-of-way (paper street) known as South Street, Cincinnati, OH 45204

Auditor's Parcel No.:   None   (former public right-of-way)

Prior instrument ref.:   None

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. \_\_\_\_-2024, passed by Cincinnati City Council on \_\_\_\_, 2024, the portion of South Street more particularly described on Exhibit A and depicted on Exhibit B is hereby vacated as public right-of-way by the City.

This conveyance is subject to the exceptions, reservations, easements, covenants, and restrictions set forth below. Grantee, its successors, and assigns shall forever hold, develop, encumber, lease, occupy, improve, build upon, use, and convey the Property subject to such exceptions, reservations, easements, covenants, and restrictions, which shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

(A)   Creation of Utility Easements. This conveyance is subject to Ohio Revised Code Section 723.041 so that any affected public utility shall have a permanent easement in such vacated portion of the former South Street public right-of-way for the purpose of operating, maintaining, repairing, reconstructing, and removing its utility facilities and for purposes of access to said facilities. Following the relocation of any utilities in such vacated portion of the public right-of-way to the satisfaction of the affected public utility, upon Grantee's request, the affected public utility will execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost. The City hereby further reserves and creates the following permanent easements encumbering portions of the Property:

(1)   Sanitary Sewer Easement. The City hereby reserves and creates for itself and for the use and benefit of the Metropolitan Sewer District of Greater Cincinnati, its successors and assigns, a perpetual 30-foot-wide utility easement in and upon an area of the Property more particularly depicted on Exhibit C (Sewer Easement Plat) attached hereto and incorporated herein by reference (the "**Sanitary Sewer Easement**"), for the perpetual operation, maintenance, repair, reconstruction, removal, or replacement of existing sanitary sewer facilities, pipes, and associated equipment and appurtenances, together with the right to enter and re-enter the Property to access the Sanitary Sewer Easement.

No structure of any kind which can interfere with access to said Sanitary Sewer Easement shall be placed in or upon the Sanitary Sewer Easement area, excepting items such as recreational surfaces, paved areas for parking lots, driveways, or other surfaces used for ingress and egress, plants, trees, shrubbery, fences, landscaping, or other similar items, being natural or artificial. Any of the aforesaid surfaces, paved areas, plants, trees, shrubbery, fences, landscaping, or other similar items which may be placed upon the Sanitary Sewer Easement area shall be so placed at the sole expense of Grantee, its successors, and assigns, and the City shall not be responsible to Grantee, its successors or assigns, for the condition, damage to, or replacement of any such aforesaid items, or any other items placed upon the Sanitary Sewer Easement, resulting from the existence or use of the Sanitary Sewer Easement area by Grantee, its successors or assigns.

Any structure constructed on the Property shall be kept not less than three (3) feet outside the Sanitary Sewer Easement area. Any deviation from the aforesaid restrictions shall be petitioned by written request to the City. Each such request shall be considered on an individual basis.

Executed on the date of acknowledgement below.

**CITY OF CINCINNATI**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

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

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

This instrument prepared by:  
City of Cincinnati Law Department  
801 Plum Street, 214  
Cincinnati, Ohio 45202

**Exhibit A**  
to Quitclaim Deed

*Legal Description*

Situated in Section 30, Town 4, Fractional Range 1, City of Cincinnati, County of Hamilton, State of Ohio and being more particularly described as follows:

Commencing at a cross notch at the point of intersection of the easterly line of Depot Street with the southerly line of Gest Street; thence with the southerly line of Gest Street, South 84° 00' 41" East, 199.57 feet to a found cross notch; thence departing the said southerly line of said Gest Street, South 06° 30' 40" West, 402.41 feet to a found 5/8" iron pin with cap and the point of beginning of the parcel herein described; thence South 06° 44' 32" West, 50.00 feet to a found iron pin; thence North 84° 00' 56" West, 199.41 feet to a found iron pin and the existing east right-of-way line of Depot Street; thence with the said existing east right-of-way line, North 06° 31' 04" East, 50.00 feet to a found Mag nail; thence departing the said existing east right-of-way line, South 84° 00' 56" East, 199.61 feet to a found iron pin and the point of beginning.

The above-described tract contains 0.2290 Acres (9,974.9649 Sq. Ft.) of land and is subject to all easements and restrictions of record.

Basis of Bearings:       Bearings based on NAD-83, Ohio State Plane Coordinate System, South Zone.

This description was prepared by Jason L. Kaffenberger, Registered Land Surveyor in Ohio #8428 and is based on a survey made by Thomas Graham Associates, Inc. dated March 14, 2024.

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Jason L. Kaffenberger, RLS in Ohio #8428

**Exhibit B**  
to Quitclaim Deed

*Plat of Survey*

[TO BE ATTACHED]

**Exhibit C**

to Quitclaim Deed

*Sewer Easement Plat*

[TO BE INSERTED]

**EXHIBIT B**  
to Property Sale Agreement  
*Attorney's Certificate of Title*

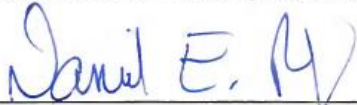
**ATTORNEY'S CERTIFICATE OF TITLE**

CSX Transportation, Inc., a Virginia corporation, whose address is 500 Water Street, Jacksonville, Florida 32202, has requested to acquire an approximately 0.0919 acre portion of the public right-of-way known as South Street, as more particularly depicted and described in Exhibit A hereto (the "**ROW Parcel**").

I, the undersigned attorney at law, practicing in Hamilton County, Ohio hereby certify that as of the date set forth below, the following are the owners of the land abutting the ROW Parcel to the north, south and east (such land being subject however to any easements, restrictions, conditions, limitations, leases and other instruments and matters of record).

<b>NAME OF ABUTTING OWNER</b>	<b>ABUTTING PARCEL NO(S). OWNED</b>
CSX Transportation, Inc.	149-0014-02100 (abuts the ROW Parcel to the north and to the south)
Port of Greater Cincinnati Development Authority	149-0014-0202-00 (abuts the ROW Parcel to the east)

Executed in Cincinnati, Ohio on May 7, 2024.



\_\_\_\_\_  
Daniel E. Reitz, Attorney at Law

Address: 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202  
Telephone Number: (513) 629-2797

## EXHIBIT A

### The ROW Parcel

Legal Description: 0.0919 Acres

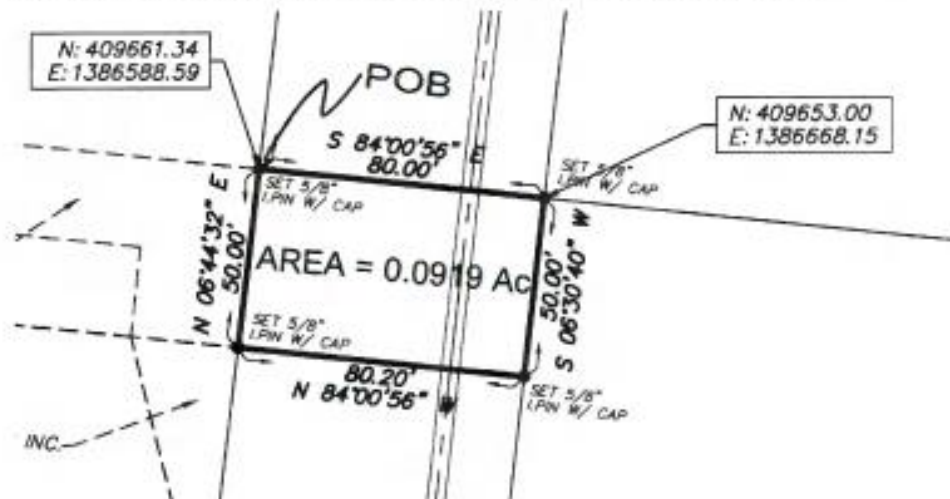
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Commencing at a cross notch at the point of intersection of the easterly line of Depot Street with the southerly line of Gest Street; thence with the southerly line of Gest Street, South 84° 00' 41" East, 199.57 feet to a found cross notch; thence departing the said southerly line of said Gest Street, South 06° 30' 40" West, 402.41 feet to a set 5/8" iron pin with cap and the point of beginning of the parcel herein described; thence South 84° 00' 56" East, 80.00 feet to a set iron pin with cap; thence South 06° 30' 40" West, 50.00 feet to a set 5/8" iron pin with cap; thence North 84° 00' 56" West, 80.20 feet to a set 5/8" iron pin with cap; thence North 06° 44' 32" East, 50.00 feet to the point of beginning.

The above described tract contains 0.0919 Acres of land and is subject to all easements and restrictions of record.

Basis of Bearings: Bearings based on NAD-83, Ohio State Plane Coordinate System, South Zone.

This description was prepared by Robert J. Trenkamp, Registered Land Surveyor in Ohio #8304 and is based on a survey made by Thomas Graham Associates, Inc. dated August 17, 2020.





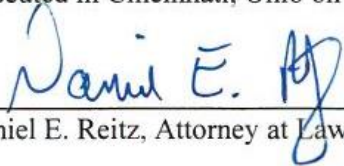
**ATTORNEY'S CERTIFICATE OF TITLE**

CSX Transportation, Inc., a Virginia corporation, whose address is 500 Water Street, Jacksonville, Florida 32202, has requested to acquire an approximately 0.0919 acre portion of the public right-of-way known as South Street, as more particularly depicted and described in Exhibit A hereto (the "**ROW Parcel**").

I, the undersigned attorney at law, practicing in Hamilton County, Ohio hereby certify that as of the date set forth below, the following are the owners of the land abutting the ROW Parcel to the north and south (such land being subject however to any easements, restrictions, conditions, limitations, leases and other instruments and matters of record).

<b>NAME OF ABUTTING OWNER</b>	<b>ABUTTING PARCEL NO(S). OWNED</b>
CSX Transportation, Inc.	149-0014-02100 (abuts the ROW Parcel to the north and to the south)

Executed in Cincinnati, Ohio on March 19, 2024.



\_\_\_\_\_  
Daniel E. Reitz, Attorney at Law

Address: 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202  
Telephone Number: (513) 629-2797

**EXHIBIT B (Cont.)**

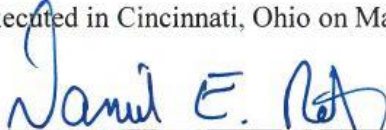
**ATTORNEY'S CERTIFICATE OF TITLE**

CONSOLIDATED METAL PRODUCTS, INC., an Ohio corporation, whose address is 1028 Depot Street, Cincinnati, Ohio 45204, has requested to acquire an approximately 0.2290 acre portion of the public right-of-way known as South Street, as more particularly depicted and described in Exhibit A hereto (the "**ROW Parcel**").

I, the undersigned attorney at law, practicing in Hamilton County, Ohio hereby certify that as of the date set forth below, the following are the owners of the land abutting the ROW Parcel to the north and south (such land being subject however to any easements, restrictions, conditions, limitations, leases and other instruments and matters of record).

<b>NAME OF ABUTTING OWNER</b>	<b>ABUTTING PARCEL NO(S). OWNED</b>
Consolidated Metal Products, Inc.	149-0014-0217 (abuts the ROW Parcel to the south)
Consolidated Metal Products, Inc.	149-0014-0218 (abuts the ROW Parcel to the north)

Executed in Cincinnati, Ohio on March 19, 2024.



\_\_\_\_\_  
Daniel E. Reitz, Attorney at Law

Address: 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202  
Telephone Number: (513) 629-2797

**EXHIBIT C**  
to Property Sale Agreement

*Legal Description—Remnant Property*

**Legal Description:** 0.0919 Acres

Situated in Section 30, Town 4, Fractional Range 1, City of Cincinnati, County of Hamilton, State of Ohio and being more particularly described as follows:

Commencing at a cross notch at the point of intersection of the easterly line of Depot Street with the southerly line of Gest Street; thence with the southerly line of Gest Street, South 84° 00' 41" East, 199.57 feet to a found cross notch; thence departing the said southerly line of said Gest Street, South 06° 30' 40" West, 402.41 feet to a set 5/8" iron pin with cap and the point of beginning of the parcel herein described; thence South 84° 00' 56" East, 80.00 feet to a set iron pin with cap; thence South 06° 30' 40" West, 50.00 feet to a set 5/8" iron pin with cap; thence North 84° 00' 56" West, 80.20 feet to a set 5/8" iron pin with cap; thence North 06° 44' 32" East, 50.00 feet to the point of beginning.

The above described tract contains 0.0919 Acres of land and is subject to all easements and restrictions of record.

Basis of Bearings:       Bearings based on NAD-83, Ohio State Plane Coordinate System, South Zone.

This description was prepared by Robert J. Trenkamp, Registered Land Surveyor in Ohio #8304 and is based on a survey made by Thomas Graham Associates, Inc. dated August 17, 2020.

