

City of Cincinnati

- 2021

An Ordinance No. _____

AUTHORIZING the City Manager to vacate and sell to David G. Bird approximately 0.1033 acres of the public right-of-way known as Lang Street in the Mt. Auburn neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns approximately 0.1033 acres of real property designated as public right-of-way commonly known as Lang Street, as more particularly depicted and described in the *Property Sale Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), which Property is under the management and control of the City's Department of Transportation and Engineering ("DOT"); and

WHEREAS, David G. Bird ("Petitioner") owns an adjoining property and desires to purchase the Property from the City for incorporation into Petitioner's adjoining property; and

WHEREAS, Eric J. Fernandez, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that (i) Petitioner, the City, Donna Lee Robertson, f/k/a Donna Lee Heustis, and Cure Properties, LLC, an Ohio limited liability company, are the owners of all of the property that abuts the Property; and (ii) Petitioner has obtained the written consent of all necessary abutters to the City's vacation and sale of the Property to Petitioner; and

WHEREAS, pursuant to Section 723.04, Ohio Revised Code, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

WHEREAS, pursuant to Section 331-1, Cincinnati Municipal Code, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is \$4,500, which Petitioner has agreed to pay; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation and sale of the Property at its meeting on October 23, 2020; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to vacate and sell to David G. Bird ("Petitioner") an approximately 0.1033 acre portion of the public right-of-way known as Lang Street in Cincinnati, as more particularly described as follows (the "Property"):

Situated in Section 13, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows: Commencing at the north west corner of Lot 40 of Dorsey Red Subdivision, as recorded in Deed Book 82, Page 418 of the Hamilton County Recorder's Office; said point lies at the intersection of the East line of Lang Street with the South line of Goethe Street; THENCE leaving the south line of Goethe Street, along the east line of Lang Street, South 45 degrees 04 minutes 43 seconds West for a distance of 90.00 feet to the North line of Seitz Street; THENCE leaving the east line of Lang Street, along the extension of the North line of Seitz Street, North 45 degrees 15 minutes 00 seconds West for a distance of 50.00 feet, to the west line of Lang Street; THENCE with the west line of Lang Street, North 45 degrees 04 minutes 43 seconds East for a distance of 90.00 feet to the south line of Goethe Street; THENCE with the south line of Goethe Street, South 45 degrees 15 minutes 00 seconds East for a distance of 50.00 feet to the place of beginning. Containing in all 0.1033 acres more or less.

Section 2. That the Property is not needed for transportation or other municipal purposes, that there is good cause to vacate and sell the Property, and that such vacation and sale will not be detrimental to the general interest.

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$4,500, which Petitioner has agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioner owns adjoining real property and has obtained the written consent of all abutters to the Property, and as a practical matter, only an abutting property owner would have any practical use for the Property.

Section 5. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That, pursuant to Section 723.041, Ohio Revised Code, any affected public utility shall be deemed to have a permanent easement in the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing its utility facilities and for purposes of access to said facilities.

Section 8. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing any and all ancillary agreements, deeds, plats, and other documents to facilitate the vacation and sale of the Property to Petitioner, without limitation to executing the *Property Sale Agreement* in substantially the form attached to this ordinance as Attachment A.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 10. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: Lang Street

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and 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 **DAVID G. BIRD**, whose tax mailing address is 3631 Emery Lake Lane, Mason, OH 45040 ("**Purchaser**").

Recitals:

A. The City owns a 0.1033 acre tract of land dedicated as public right-of-way known as Lang Street in the Mt. Auburn neighborhood of Cincinnati, Ohio, as depicted on Exhibit A (Survey Plat) and described on Exhibit B (Quitclaim Deed) hereto (the "**Sale Property**"). The Sale Property is under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

B. Purchaser owns adjoining property that abuts the Sale Property, as depicted on Exhibit A hereto ("**Purchaser's Property**"). Purchaser has petitioned the City to vacate the Sale Property as public right-of-way and seeks to purchase it from the City.

C. Eric J. Fernandez, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated July 20, 2020, certifying that (i) the City, Purchaser, Donna Lee Robertson, unmarried, f/k/a Donna Lee Heustis, and Cure Properties, LLC, an Ohio limited liability company, are the owners of all the real property abutting the Sale Property, and (ii) the written consent of all necessary abutters to the City's vacation and sale of the Sale Property to Purchaser, a copy of which is attached as Exhibit C (Attorney's Certificate of Title) hereto.

D. Pursuant to Ohio Revised Code Chapter 723, 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.

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

F. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$4,500.00, which Purchaser is willing 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 Purchaser owns property that abuts the Sale Property, all other abutting property owners consent to the City's vacation and sale of the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it.

H. 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 October 23, 2020.

J. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. []-202_, passed on [], 2020.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$4,500 (the "**Purchase Price**"). Purchaser 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 Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser 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 Purchaser 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 Purchaser (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 Purchaser or handle such Conditions post-Closing. Purchaser 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:** Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) **Inspections, Utilities & Zoning/Building Code Requirements:** Purchaser'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:** Purchaser 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:** Purchaser shall have provided the City with an attorney's certificate of title certifying the names of all abutters to the Sale Property.
- (v) **Coordinated Report Conditions (CR #10-2020):**
 - (a) **DOTE:**
 - (i) The existing utilities must be granted easements or relocated at petitioner's expense.
 - (ii) Abutting property owners must agree to the sale in writing.
 - (iii) No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.
 - (iv) The petitioner is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.
 - (v) Goethe and Seitz Streets must be closed off with a curb, sidewalk, and/or drive approach.

(vi) 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.

(b) MSD: A 20' wide minimum permanent Metropolitan Sewer District of Greater Cincinnati ("MSDGC") sewer easement will be necessary. Depending on the actual field location of the existing sewer with respect to the location of the Lang St. right of way, the 20' wide easement will need to be measured from the existing northwest Lang St. right of way. The permanent sewer easement will be necessary for access, operations, and maintenance for the existing sewer and manhole. Note, an additional 3' will be necessary measured from the permanent easement, along with other MSDGC 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 per MSDGC Rules and Regulations Section 206.

(c) B&I: Purchaser shall consolidate the Sale Property with its adjoining property following the Closing.

(B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place **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) Purchaser 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 Purchaser by *Quitclaim Deed* in the form of Exhibit B. Purchaser 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, Purchaser 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 Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser 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 Purchaser 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 Purchaser send a notice to the City alleging that the City is in default under this Agreement, Purchaser 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 Purchaser. Purchaser makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Purchaser has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Purchaser and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Purchaser.

(ii) Purchaser'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 any mortgage, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser in violation or default of any of the foregoing.

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

(iv) Purchaser 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 Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.

(v) 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.

(vi) Purchaser does not owe 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 Purchaser agrees that venue in such court is proper. Purchaser 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. Purchaser 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. Purchaser represents to the City that Purchaser 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 the property sale, and Purchaser 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.

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

Exhibit A – *Survey Plat*

Exhibit B – *Form of Quit Claim Deed*

Exhibit C – *Attorney's Certificate of Title*

[signature pages follow]

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

DAVID G. BIRD

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

SURVEY PLAT

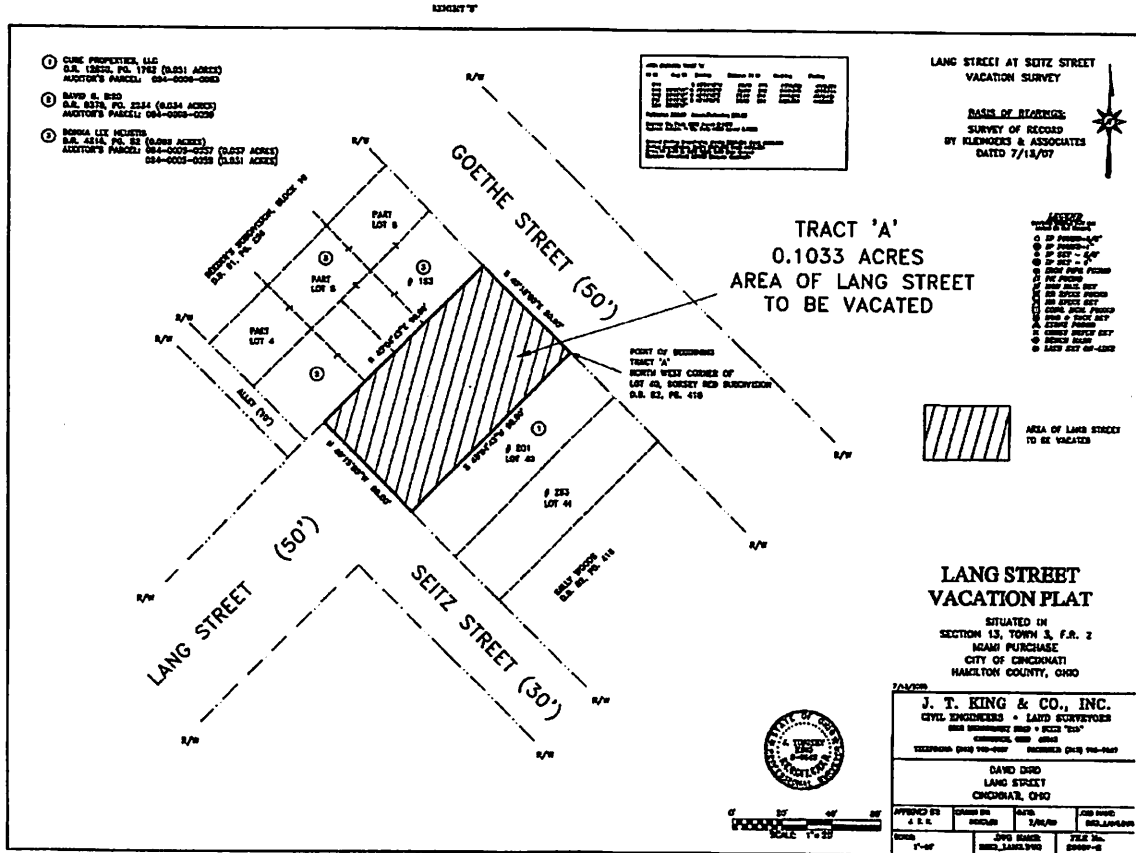


EXHIBIT B
to Property Sale Agreement
FORM OF QUIT CLAIM DEED

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

QUITCLAIM DEED
(Portion of Lang Street)

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **DAVID G. BIRD**, whose tax mailing address is 3631 Emery Lake Lane, Mason, OH 45040, ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Survey Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

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

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. __-2021, passed by Cincinnati City Council on _____, 2021, the Property is hereby vacated as public right-of-way by the City.

(A) Creation of Utility Easement: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of Lang Street for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.

(B) Utility Easement for Sanitary Sewers: The City hereby reserves and creates a permanent easement 10 feet on either side of the centerline of an existing sanitary sewer line for the operation, maintenance, repair, and replacement of such facilities, including access thereto (the "**Sewer Easement**"). Unless otherwise approved by the City in writing, Grantee, its successors and assigns, shall not place or permit to be placed within, or within a three-foot buffer area of, the Sewer Easement area any structures or other improvements, except that landscaping, paving and other minor improvements shall be permitted. If the City determines that improvements placed within the easement area interfere with the City's easement rights, the City may remove such improvements at Grantee's expense. Under no circumstances shall the City or its contractors be liable for any damage to improvements placed within the easement area. Following the relocation of any existing sanitary sewers in such vacated portion of the public right-of-way to the satisfaction of the City, upon Grantee's request, the City shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

This conveyance was authorized by Ordinance No. ____-2021, passed by Cincinnati City Council on _____, 2021.

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

1. CURT PROPERTIES, L.L.C.
S.B. 12244, P.L. 1742 (0.031 ACRES)
ACCTOR'S PARCEL: 004-0024-0024

2. DAVID G. KING
S.B. 8376, P.L. 2344 (0.034 ACRES)
ACCTOR'S PARCEL: 004-0024-0024

3. DONNA LEE HIGGINS
S.B. 4214, P.L. 52 (0.034 ACRES)
ACCTOR'S PARCEL: 004-0024-0024

4. GOETHE STREET (50')

5. LANG STREET (50')

6. SEITZ STREET (30')

TRACT 'A'
0.1033 ACRES
AREA OF LANG STREET
TO BE VACATED

POINT OF BEGINNING
TRACT 'A'
NORTH WEST CORNER OF
LOT 40, BLOCK 100 SUBDIVISION
S.B. 82, P.L. 418

**AREA OF LANG STREET
TO BE VACATED**

LANG STREET VACATION FLAT
SITUATED IN
SECTION 13, TOWN 3, R. 2
MEAD PURCHASE
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

J. T. KING & CO., INC.
CITY ENGINEERS & LAND SURVEYORS
200 BROADWAY, NEW YORK, N.Y.
CINCINNATI, OHIO 45202

DAVID G. KING
LAND STREET
CINCINNATI, OHIO

APPROVED BY
A. E. K.

DATE
7/1/57

FILE NO.
100-1000

SCALE
1" = 10'

LEGEND
1. LOT 40
2. LOT 41
3. LOT 42
4. LOT 43
5. LOT 44
6. LOT 45
7. LOT 46
8. LOT 47
9. LOT 48
10. LOT 49
11. LOT 50
12. LOT 51
13. LOT 52
14. LOT 53
15. LOT 54
16. LOT 55
17. LOT 56
18. LOT 57
19. LOT 58
20. LOT 59
21. LOT 60
22. LOT 61
23. LOT 62
24. LOT 63
25. LOT 64
26. LOT 65
27. LOT 66
28. LOT 67
29. LOT 68
30. LOT 69
31. LOT 70
32. LOT 71
33. LOT 72
34. LOT 73
35. LOT 74
36. LOT 75
37. LOT 76
38. LOT 77
39. LOT 78
40. LOT 79
41. LOT 80
42. LOT 81
43. LOT 82
44. LOT 83
45. LOT 84
46. LOT 85
47. LOT 86
48. LOT 87
49. LOT 88
50. LOT 89
51. LOT 90
52. LOT 91
53. LOT 92
54. LOT 93
55. LOT 94
56. LOT 95
57. LOT 96
58. LOT 97
59. LOT 98
60. LOT 99
61. LOT 100

NOTES
1. THIS SURVEY WAS MADE FOR THE CITY OF CINCINNATI.
2. THE AREA OF LANG STREET TO BE VACATED IS SHOWN BY HATCHING.
3. THE POINT OF BEGINNING OF TRACT 'A' IS AT THE NORTH WEST CORNER OF LOT 40, BLOCK 100 SUBDIVISION, S.B. 82, P.L. 418.

LEGEND
1. LOT 40
2. LOT 41
3. LOT 42
4. LOT 43
5. LOT 44
6. LOT 45
7. LOT 46
8. LOT 47
9. LOT 48
10. LOT 49
11. LOT 50
12. LOT 51
13. LOT 52
14. LOT 53
15. LOT 54
16. LOT 55
17. LOT 56
18. LOT 57
19. LOT 58
20. LOT 59
21. LOT 60
22. LOT 61
23. LOT 62
24. LOT 63
25. LOT 64
26. LOT 65
27. LOT 66
28. LOT 67
29. LOT 68
30. LOT 69
31. LOT 70
32. LOT 71
33. LOT 72
34. LOT 73
35. LOT 74
36. LOT 75
37. LOT 76
38. LOT 77
39. LOT 78
40. LOT 79
41. LOT 80
42. LOT 81
43. LOT 82
44. LOT 83
45. LOT 84
46. LOT 85
47. LOT 86
48. LOT 87
49. LOT 88
50. LOT 89
51. LOT 90
52. LOT 91
53. LOT 92
54. LOT 93
55. LOT 94
56. LOT 95
57. LOT 96
58. LOT 97
59. LOT 98
60. LOT 99
61. LOT 100

NOTES
1. THIS SURVEY WAS MADE FOR THE CITY OF CINCINNATI.
2. THE AREA OF LANG STREET TO BE VACATED IS SHOWN BY HATCHING.
3. THE POINT OF BEGINNING OF TRACT 'A' IS AT THE NORTH WEST CORNER OF LOT 40, BLOCK 100 SUBDIVISION, S.B. 82, P.L. 418.

Exhibit B
to Quitclaim Deed
Legal Description

LEGAL DESCRIPTION
TRACT 'A'
0.1033 ACRES

Situated in Section 13, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the north west corner of Lot 40 of Dorsey Red Subdivision, as recorded in Deed Book 82, Page 418 of the Hamilton County Recorder's Office; said point lies at the intersection of the East line of Lang Street with the South line of Goethe Street;

THENCE leaving the south line of Goethe Street, along the east line of Lang Street, South 45 degrees 04 minutes 43 seconds West for a distance of 90.00 feet to the North line of Seitz Street;

THENCE leaving the east line of Lang Street, along the extension of the North line of Seitz Street, North 45 degrees 15 minutes 00 seconds West for a distance of 50.00 feet, to the west line of Lang Street;

THENCE with the west line of Lang Street, North 45 degrees 04 minutes 43 seconds East for a distance of 90.00 feet to the south line of Goethe Street;

THENCE with the south line of Goethe Street, South 45 degrees 15 minutes 00 seconds East for a distance of 50.00 feet to the place of beginning;

Containing in all 0.1033 acres more or less subject to all legal highways and easements of record;

This Legal Description was prepared from a survey by J.T. King & Co. Inc., Civil Engineers and Land Surveyors, dated July 09, 2020, and written by J. Timothy King, PE-PS, Professional Land Surveyor, State of Ohio Registration No. 6549.

Exhibit C
to Property Sale Agreement
Attorney Certificate of Title

ATTORNEY'S CERTIFICATE OF TITLE

(purchase of public right-of-way)

DAVID G. BIRD ("Petitioner"), whose address is 1905 Lang St. Cincinnati, OH 45202, has requested to purchase a portion of the public right-of-way known as Lang Street, Cincinnati, Ohio 45202 between Seitz Street and Goethe Street as more particularly described in Exhibit "A" hereto (the "property").

NAMES OF ABUTTING OWNERS

Parcel(s) owned (address/Parcel ID)

DAVID G. BIRD, Petitioner/Purchaser

Owner of abutting Lot(s) located at:
1905 Lang St. Cincinnati, OH 45202
PART LOTS 4-5 REEDERS SUB
Parcel # 094-0005-0059-00
Per Deed Recorded at:
See Attached Exhibit "B".

DONNA LEE ROBERTSON, Unmarried (F/K/A DONNA LEE HEUSTIS)

Owner of abutting Lot(s) located at:
153 Goethe St., Cincinnati, OH 45202
PART LOTS 5-6 REEDERS SUB
Parcel # 094-0005-0058-00
Per Deed Recorded at:
See Attached Exhibit "C"

**CURE PROPERTIES, LLC,
(An Ohio Limited Liability Company)**

Owner of abutting Lot(s) located at:
201 Goethe St., Cincinnati, OH 45202
LOT 40 DORSEY RED SUB
Parcel # 094-0006-0053-00
Per Deed Recorded at:
See Attached Exhibit "D"

Cincinnati, Ohio July 16, 2020.

I, the undersigned attorney at law, practicing in Hamilton County, Ohio hereby certify that the above Petitioner(s) and the above listed owner(s) is/are all of the owner(s) of the land abutting on the Property.


ERIC J. FERNANDEZ
Attorney at Law
Ohio Attorney Registration No. 0067104