

WARRANTY DEED
PARCEL NO. 129 WD
AUDITOR'S PERMANENT PARCEL NO. 457-39-001
THE RECONSTRUCTION OF 2.34 MILES OF BAGLEY ROAD AND PLEASANT VALLEY ROAD
(INCLUDING 0.24 MILES OF W. 130TH STREET) WITHIN THE CITY OF PARMA, CUYAHOGA
COUNTY, OHIO

WHEREAS, THE COUNTY OF CUYAHOGA, OHIO, by resolution, has declared its intention to reconstruct 2.34 miles of Bagley Road and Pleasant Valley Road (Including 0.24 miles of W. 130th Street) within the City of Parma, and thereafter said County by resolution ordered plans to be prepared and filed with the County by the Department of Public Works for the inspection of all persons interested therein; and

WHEREAS, in accordance with the terms of a negotiated agreement between the COUNTY OF CUYAHOGA and the GRANTOR herein, and the proceedings of said COUNTY providing for the conveyance of land and property rights to the County of Cuyahoga for said improvements by Warranty Deed, said COUNTY made an award to said GRANTOR in the sum of One Dollar (\$1.00), as full compensation for the herein-described lands taken and for damages to the residue of said properties; and

WHEREAS, in pursuance of said agreement, proceedings, resolution and award, The City of Parma, Ohio, is to execute this Deed conveying lands described herein in Fee Simple for Highway Purposes for said improvement, subject only to restrictions, and covenants as hereinafter stipulated;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that The City of Parma, Ohio, **the GRANTOR**, herein as a GIFT/DONATION to the County of Cuyahoga, its County seat located at the County Administration Building, 1219 Ontario Street, Cleveland, Ohio, does hereby give, grant, and convey unto said **COUNTY OF CUYAHOGA , OHIO, the GRANTEE**, its successors and assigns the following land, hereinafter described as Parcel No. 129 WD and more fully described in Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereunto belonging, unto the GRANTEE, its successors and assigns, forever, for public highway purposes.

And the said GRANTOR, The City of Parma, Ohio, does for itself, and its heirs, executors, administrators, successors and assigns, covenant with the said GRANTEE, its successors and assigns, that at and until the ensembling of these presents, it is well seized of the above-described premises as a good and indefeasible estate in Fee Simple and has good right to grant, bargain, sell, and convey, and release the same in matter and form as above written, and that the same are free and clear from all liens and encumbrances whatsoever, except:

(a) easements, restrictions, conditions, and covenants of record; (b) all legal highways, (c) zoning and building laws; ordinances, rules, and regulations, and (d) any and all taxes and assessments not yet due and not yet due and payable; and that Grantor will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes that the County of Cuyahoga may acquire property under Title LV of the Ohio Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase. The within right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

Notwithstanding the foregoing right of repurchase under Section 163.211 of the Revised Code, and as consideration for the within transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, hereby agrees that if at anytime the property granted herein, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in connection with, a road that shall be open to the public without charge, then Grantee shall vacate its road over the property granted, or the relevant part thereof, to Grantor or Grantor's then current successor in interest of record at no cost.

Grantor, for themselves and their heirs, executors, administrators, successors and assigns, reserves all abutter's rights, including the right of ingress and egress, in, over and to the herein-described real estate.

And for valuable consideration, The City of Parma, Ohio does hereby remise, release, and forever quit-claim unto the said Grantee, its successors and assigns, all rights and expectancy of dower in the herein-described premises.

Grantor(s) claim(s) title by instrument(s) recorded in Current Deed Volume 12796, Page 691 and Volume 10371, page 100, of Cuyahoga County Records.

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IN WITNESS WHEREOF, _____ has hereunto set his/her/their hand(s) on the _____ day of _____ 20__.

Signature _____

Print Name/Title _____

STATE OF OHIO)
) **SS:**
CUYAHOGA COUNTY)

BE IT REMEMBERED, that on the _____ day of _____, 20__, before me the subscriber, the Notary Public in and for said state and county, personally came the above-named _____, who signed or acknowledged the signing of the foregoing instrument to be _____ voluntary act and deed.

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

NOTARY PUBLIC
My Commission expires: _____

This document was prepared by or for the County of Cuyahoga on forms approved by the Office of the County Prosecutor