

DONATION AGREEMENT

THIS DONATION AGREEMENT (Agreement") is made as of the Acceptance Date by and between ED J. SMOLKO, hereinafter referred to as the "Transferor" and the CITY OF PARMA, OHIO, hereinafter referred to as the "Transferee".

WHEREAS, ED J. SMOLKO, the Transferor, is the sole owner of the real property located at 1522 Grantwood Drive, Parma, Ohio 44134, and known as Permanent Parcel No. 445-34-038, together with all improvements now located on or in such real property and all rights, privileges and easements appurtenant to such property. The subject property is described in Exhibit "A" attached hereto;

WHEREAS the Transferor is now in permanent residence at the Broadview Multi-Care Center, 5520 Broadview Road, Stoney Brook Pavilion Room 9, Parma, Ohio 44134 and is now unable to and will unlikely return to the subject Grantwood Drive premises due to his physical infirmities; and

WHEREAS the Transferor voluntarily acknowledges that he can no longer maintain his subject property at 1522 Grantwood Drive, Parma, Ohio 44134 and cannot remedy the multiple property maintenance violations that exist on the subject property at the present time; and

WHEREAS the Transferor is currently subject to a tax foreclosure proceeding on the subject property filed by the Cuyahoga County, Ohio Treasurer in Case No. CV-13-817545 and the Transferor acknowledges that he has no ability to pay the real property taxes due and owing; and

WHEREAS the Transferor desires to relieve himself of all outstanding real property tax obligations and property maintenance violation repairs and responsibilities related to the subject property;

WHEREAS the Transferor wishes to continue his eligibility for Medicaid benefits for which he currently qualifies;

WHEREAS the Transferor desires to donate and quitclaim his entire right, title and interest in the subject property to the City of Parma;

WHEREAS Transferor at all times relevant herein is acting of his own free will, and is of sound mind and under no undue influence, and has been represented by and received the advice of appointed counsel as to every provision of the within agreement;

WHEREAS the Transferee City of Parma has the expertise necessary to repair the subject property and cure the multiple existing property maintenance violations and is ready, willing

and able to accept title to the subject property located at 1522 Grantwood Drive, Parma, Ohio 44134.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth are true and accurate and incorporated herein.
2. Acceptance Date. For purposes of this Agreement, the "Acceptance Date" shall be the day upon which this Agreement has been both (a) fully executed by Ed J. Smolko and the City of Parma, and (b) delivered to the City of Parma.
3. Survey and Investigations. After the Acceptance Date, the City of Parma and its designated agents may enter the property, at reasonable times, for the purpose of making surveys and inspecting the condition of the subject Property provided that such operations are solely at the City of Parma's expense and do not damage the Property.
4. Closing. The closing of the acquisition of the subject Property shall occur on the ___ day of _____, 2014. The City of Parma shall be entitled to extend the Closing for _____ days by notifying The Transferor.
5. Conditions. Notwithstanding anything to the contrary contained in this Agreement, if the following items (collectively the "Closing Conditions") have not been satisfied in favor of and to the City of Parma's satisfaction, as determined by the City of Parma at any time prior to title transfer, the City of Parma shall be entitled to terminate this Agreement. The Closing Conditions are as follows:
 - (a) Verification of the sole ownership of the subject Property by Ed J. Smolko and the correctness of the legal description attached as Exhibit "A" hereto;
 - (b) Approval of this Agreement by Parma City Council;
 - (c) All parties, if any, in possession vacating the subject Property prior to the closing date.
 - (d) Written verification that there are no current liens on the subject Property other than real estate taxes.

6. Covenants of the Parties.
- (a) ED J. SMOLKO shall deliver exclusive possession of the subject Property to the City of Parma at Closing, free from any rights of possession of anyone whomsoever.
 - (b) From and after the Acceptance Date. ED J. SMOLKO shall not suffer or permit any third party to adversely affect his title to or interest in the subject Property, and will not suffer or permit to be created any exceptions to the title to the subject Property. Further ED J. SMOLKO will not enter into any contracts or agreements pertaining to the subject Property.
 - (c) Transferor ED J. SMOLKO agrees to allow the Transferee City of Parma to remove and tow any motor vehicle that may be in the garage or on the subject premises at the time of the transfer of title.
 - (d) Transferee City of Parma agrees that upon the recording of the quitclaim deed of the Transferor ED J. SMOLKO, any further proceedings relevant to Parma Municipal Court Case No. 12CRB03664 shall cease, and said transfer shall not result in additional litigation concerning the Transferor ED J. SMOLKO's compliance with the Property Maintenance Ordinances of the City of Parma, Ohio regarding the subject Property.
 - (e) Transferee City of Parma agrees to allow the Transferor ED J. SMOLKO and/or his agent to remove certain items of personal property from the subject Property as set forth in Exhibit "B". attached hereto, at a mutually convenient time agreed to by the parties but no later than the 1st day of September, 2014.
7. Waiver. The exercise (or failure to exercise) of any one of ED J. SMOLKO'S or the City of Parma's rights or remedies under this Agreement shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein or provided by law, except to the extent inconsistent herewith. All remedies are deemed cumulative in nature.
8. Remedies. If ED J. SMOLKO defaults in any of his obligations under this Agreement on or before Closing, the City of Parma may declare this Agreement terminated.
9. Commissions. No brokers have been utilized with respect to this Agreement. ED J. SMOLKO and the City of Parma each hereby agree to hold the other harmless with respect to any claim made by any real estate broker in connection herewith.

10. Representations. ED J. SMOLKO states that he has at all times relevant herein been represented and advised by counsel David Toetz, Esq. in the preparation and execution of this Agreement.

11. Notices. All notices, requests, waivers, and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand or upon delivery by sender to the applicable carrier if sent postage prepaid by United States registered or certified mail, return receipt requested, or by nationally recognized overnight mail courier, addressed as follows:

(a) If intended for the City of Parma: to City of Parma, 6611 Ridge Road, Parma, Ohio 44129; Attn: Timothy Dobeck, Esq. Law Director for the City of Parma.

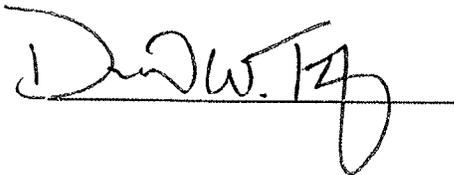
(b) If intended for ED J. SMOLKO: to David Toetz, Esq., Attorney for Ed J. Smolko, 557^{X9} Pearl Road Suite 203, Parma, Ohio 44129; or to such other addresses as ED J. SMOLKO and the City of Parma shall have given notice of to the other as herein provided.

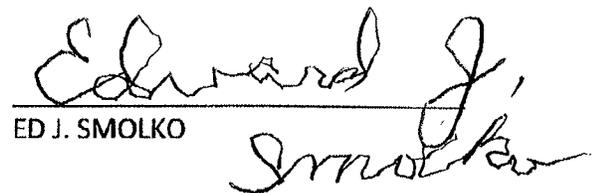
12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13. Assignment. The parties may not assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:




ED J. SMOLKO

Date: 6-18-14

WITNESSES:

CITY OF PARMA

By: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The real property located at 1522 Grantwood Drive, Parma, Ohio 44134 is further described as follows:

Situated in the City of Parma, County of Cuyahoga and State of Ohio, and known as being part of Original Parma Township Lot No. 16, Blake Tract, and is further bounded and described as follows:

Beginning at an iron pipe in the Northerly line of Grantwood Drive (80 feet wide) distant South 89° 57' 10" West 569.15 feet from an iron pipe at the intersection of said Northerly line of Grantwood Drive with the Westerly line of Broadview Road (60 feet wide), which point is also the southwesterly corner of premises registered in Eugene V. Moorhouse and Olive E. Moorhouse by Certificate of Title No. 54745.

Thence South 89° 57' 10" West along the northerly line of Grantwood Drive, 50.00 feet to an iron pipe set at the southeasterly corner of premises formerly registered in Edward Kozlowski and Yolanda Kozlowski by Certificate of Title No. 55386.

Thence North 0° 18' 30" West along the easterly line of premises registered in said Certificate of Title No. 55386, 224.07 feet to an iron pipe in the southerly line of S.H. Kleinman's Broadview Farms Subdivision, as recorded in Volume 44 of Maps, Page 26 of Cuyahoga County Records.

Thence North 89° 37' 10" East along said southerly line of S.H. Kleinman's Subdivision, 50.00 feet to an iron pipe set at the northwesterly corner of premises registered in said Certificate of Title No. 54745.

Thence South 00° 18' 30" East along the westerly line of premises registered in said Certificate of Title No. 54745, 224.36 feet to the place of beginning, according to a survey made in October, 1947 by Cyril W. Neff, registered surveyor No. 2544 in the State of Ohio, be the same more or less, but subject to all legal highways.

Torrens No. 137751

Perm. Par. No. 445-34-038

EXHIBIT "B"

- Red leather Bible
- Two (2) icons
 - Virgin Mary
 - St. Joseph
- Crucifix – (hanging over bed)
- Painting of the Last Supper – (dining room)
- Graduation Diplomas – (high box in bedroom)
- First Communion set, Rosary
- High School and College Yearbooks
- Items of personal significance, Memorabilia
- Haircutting set
- Tape Recorder on console table with accessories & microphone
- Thirty Seven (37) Silver Dollars (In canoe)
- Baby Doll – (in the bedroom dresser)
- Fishing Rod, still in package
- Strong Box
- Picture of Sacred Heart Jesus and Blessed Mother – (2' x 4')
- Two (2) Volume Set of Religious Encyclopedia's
- Two (2) telephones

COPY

Quit-Claim Deed

KNOW ALL MEN BY THESE PRESENTS THAT Edward J. Smolko, widower, not remarried, the Grantor, claiming title by or through instrument recorded in Volume No. 97-01244, Page No. 38 of Cuyahoga County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to the full satisfaction of **The City of Parma, Ohio**, the Grantee, whose tax mailing address will be 6611 Ridge Road, Parma, Ohio 44129 does:

GIVES, GRANTS, BARGAINS, REMISES, RELEASES AND FOREVER QUIT-CLAIMS unto the said Grantee, its heirs and assigns, all right, title and interest as said Grantor has in and to the following described premises, situated in the City of Parma, County of Cuyahoga, and State of Ohio:

And known as being part of Original Parma Township, Lot No. 16, Blake Tract, and is further bounded and described as follows:

Beginning at an iron pipe in the northerly line of Grantwood Drive (80 feet wide) distant South $89^{\circ} 57' 10''$ West 569.15 feet from an iron pipe at the intersection of said northerly line of Grantwood Drive with the westerly line of Broadview Road (60 feet wide), which point is also the southwesterly corner of premises registered in Eugene V. Moorhouse and Olive E. Moorhouse by Certificate of Title No. 54745.

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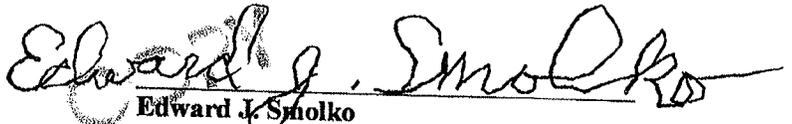
Permanent Parcel No: 445-34-038

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the 18th day of June, 2014.

SIGNED AND ACKNOWLEDGED

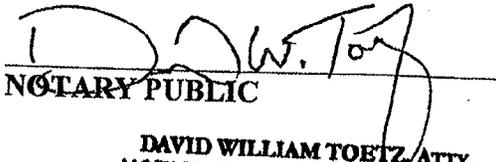
GRANTOR:


Edward J. Smolko

STATE OF OHIO)
) ss.
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **Edward J. Smolko, Grantor** who acknowledged that he did sign this Quit-Claim Deed and the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Parma, Ohio the 18th day of June, 2014.


NOTARY PUBLIC

DAVID WILLIAM TOETZ, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

This Instrument Prepared By:

David W. Toetz (0015095)
Attorney at Law
5579 Pearl Road, Suite 203
Parma, Ohio 44129
(440) 843-5300