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Fee Amt: \$44.00 Page 1 of 4
Columbiana County, Ohio
CRAIG BROWN County Recorder
File# 2007-0016249
BK 1595 Pg 751

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GENERAL WARRANTY DEED

THIS DEED is made this 13th day of November, 2007, by and between DONALD D. SMAIL and NORMA J. SMAIL, husband and wife, (Grantors) whose tax mailing address was 308 Caldwell Avenue, Lisbon, OH 44432, and the VILLAGE OF LISBON, Columbiana County, Ohio, its successors and permitted assigns (Grantee), for the following described real property:

Situated in the Village of Lisbon, County of Columbiana and State of Ohio:

And known as being Lot No. 123 in the New Lisbon Land Company's Second Addition, as shown by the recorded plat of said Addition in Plat Book 4, Page 86 of Columbiana County Records.

Said Lot No. 123 has a frontage of 40 feet on the easterly side of Caldwell Street, and extends back between parallel lines 135 feet on the northerly line, 135 feet on the southerly line and has a rear line of 40 feet on the westerly side of a 15 foot alley, as appears by said plat, be the same more or less, but subject to all legal highways.

Provided, however, that the above-described property is subject to a right of way granted by Louisa G. Cope in favor of The Natural Gas Company of West Virginia dated Aug. 6, 1926, and recorded in Vol. 31, Pg. 112, Columbiana County Lease Records.

Permanent Parcel No.: 09-00527.000

Prior Deed Reference: Volume 1468, Page 97

The Grantor releases and quit claims unto the Grantee, all right, title and interest which the Grantor may have in the banks, bed and waters opposite to or fronting upon said land, and in any alleys, roads, streets, way, strips, gores and railroad rights-of-way abutting or adjoining land, and in any means of egress appurtenant thereto.

This conveyance is expressly subject to rights outstanding in third parties for existing easements for public roads and highways, public utilities, railroads and pipelines.

In reference to the property or properties ("Property") conveyed by the Deed between (Property owner) participating in the federally-assisted acquisition project ("the Grantor") and the (Village City county), its successors and assigns the ("Grantee").

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("The Stafford Act"), 42 USC § 5121 et seq., identifies the use of disaster relief funds under § 5170c, the Hazard Mitigation Grant Program ("HMGP"), for community based hazard mitigation activities, including funding for the acquisition of property in the floodplain and removal of

Smail to Village of Lisbon

Page 1 of 4

Rev. 10/05

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.

FEE \$

EXEMPT

NANCY MILLIKEN, County Auditor

ENTERED FOR TRANSFER

NOV 16 2007

NANCY MILLIKEN
COLUMBIANA COUNTY AUDITOR

APPROVED
TAX MAP

Signed

Date

11-16-07



Image ID: 000000907768 Type: OFF

Page 2 of 4

File# 2007-00016249

BK 1595 PG 752

associated structures from the floodplain;

WHEREAS, 42 USC 5170c provides a process for a Community, through the State, to apply for federal funds to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the Ohio Emergency Management Agency (EMA) has submitted such application and has entered into an agreement with the United States of America through the Federal Emergency Management Agency ("FEMA"), dated September 23, 2004, and herein incorporated by reference;

WHEREAS, Columbiana County, Ohio, through the Board of Commissioners, has applied for and been awarded federal funds pursuant to an agreement with the Ohio EMA dated December 15, 2006, ("State-Local Agreement") and herein incorporated by reference;

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 CFR Part 206, Subpart N), the FEMA-State Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

NOW, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 CFR Part 206, Subpart N), as they read now and may be amended in the future, the FEMA-State Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act 42 USC §5170c acquisition program:

a. Compatible uses. The Property shall be used only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature preserves, unimproved permeable parking lots and other uses described in 44 CFR Part 206, subpart N as it reads now and may be amended in the future, and related program guidance for open space acquisition.

b. Structures. No new structures or improvements shall be erected on the Property other than:

- i. A public facility that is open on all sides and functionally related to the open space use;
- ii. A public restroom; or
- iii. A structure that is compatible with the uses described in Paragraph 1(a), above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the Property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

c. Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the Property may be sought, nor will such assistance be provided;

Smail to Village of Lisbon

Page 2 of 4

Rev. 10/05



d. Transfer. The Grantee agrees that it shall convey any interest in the Property only if the Regional Director of FEMA gives prior approval of the transferee in accordance with this paragraph. The Grantee may only convey an interest in the Property to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a), above, including agriculture, with the prior approval of the Regional Director.

If the title to the Property is transferred to a public entity other than a qualified state or federal agency with a conservation mission, it must be conveyed subject to a Conservation Easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth herein, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- i. The Grantee shall convey, in accordance with section (d), above, a conservation easement to someone other than the title holder; or
 - ii. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
2. Inspection. FEMA, its representatives, and assigns, including the Ohio EMA, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of the grant.
3. Monitoring and Reporting. Every three years on, _____ {date} the Grantee, through the Ohio EMA, shall submit to the FEMA Regional Director a report certifying that the Grantee has inspected the subject Property within the month proceeding the report, and that the Property continues to be maintained consistent with the provisions of the grant.
4. Enforcement. If the subject Property is not maintained according to the terms of the grant, the Grantee, the Ohio EMA, and FEMA, its representatives, and assigns are responsible for taking measures to bring the Property back into compliance.
- a. The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation.
 - b. If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including, but not limited to bringing an action at law in equity in a court of competent jurisdiction.
 - c. FEMA, its representatives and assigns may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to, the following:
 - i. Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
 - ii. Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.
5. Severability. Should any provision of this grant or the application thereof, to any person or



Image ID: 000000907770 Type: OFF

Page 4 of 4

File# 2007-00016249

BK 1595 PG 754

circumstances be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

In Witness Whereof, the said **DONALD D. SMAIL** and **NORMA J. SMAIL**, husband and wife, hereunto have set their hands, this 13th day of November, 2007.

GRANTEES:

VILLAGE OF LISBON

Columbiana County, Ohio

GRANTORS:

By: Michael B. Lane

MAYOR

Donald D. Smail
DONALD D. SMAIL

Norma J. Smail
NORMA J. SMAIL

State of Ohio
County of Columbiana

MICROFILMED

The foregoing instrument was acknowledged before me this 13th day of November, 2007, by **DONALD D. SMAIL** and **NORMA J. SMAIL**, husband and wife.

Witness my official signature and seal on the day last above mentioned.

David R. Powers
NOTARY PUBLIC



DAVID R. POWERS, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 O.R.C.