



200909030036133

**Electronic Recording
09/03/2009 01:35PM
Rick Campbell
Stark County Recorder
T20090028176
Pages:6
F:Fees:\$60.00
DEED**



Electronic Transfer

**KIM R PEREZ
Stark County Auditor**

2009008833

**Tax Map Office
Approved: 09/03/2009
1:16:35 PM**

**Deputy: Freda Meade
In compliance with ORC319.203**

**Transfer Office
C:Fees: EX-C
T:Fees: \$0.00
Transfer Not Necessary: 2
Approved: 09/03/2009
1:24:25 PM**

**Deputy: SSHUSTER
In compliance with ORC319.202**

This page must be attached to the Document. Do not separate.

GENERAL WARRANTY DEED

Parcel No. 25-00065 & 25-00071

KNOW ALL MEN BY THESE PRESENTS THAT, **Michael J. Day**, an unmarried man, and **David James Day**, an unmarried man, the Grantors, for the consideration of One Dollar and other valuable consideration (\$1.00 & OVC) paid with general warranty covenants (O.R.C. § 5302.06) grant to **Stark County Park District**, an Ohio political subdivision, the Grantee, whose tax mailing address will be 5300 Tyner Street NW, Canton, Ohio 44708, and the successors and assigns of said Grantee forever, the following described premises:

SEE ATTACHED EXHIBIT A

Prior Instrument recorded in Numbers 200908110032548, of the Stark County Recorder's Office.

NOTE: THIS IS A CORRECTIVE DEED TO ADD RESTRICTIVE COVENANT, ATTACHED HERETO AS EXHIBIT B. ORIGINAL DEED WAS RECORDED IN INSTRUMENT NUMBER 200908110032548 OF THE STARK COUNTY RECORDS.

SUBJECT TO THE FOLLOWING:

Reservation for roadway purposes as set forth in a deed dated February 26, 1927 and recorded March 1, 1927 in Volume 929, Page 427 of the Stark County Records.

Easement to the State of Ohio dated September 9, 1935 and recorded April 7, 1936 in Volume 1150, Page 410 of the Stark County Records.

Easement to the State of Ohio dated September 20, 1935 and recorded April 7, 1936 in Volume 1150, Page 415 of the Stark County Records.

Easement to The Ohio Bell Telephone Company dated December 1, 1938 and recorded January 27, 1939 in Volume 1212, Page 208 of the Stark County Records.

Easement to The Ohio Public Service Company dated August 6, 1946 and recorded November 7, 1946 in Volume 1534, Page 181 of the Stark County Records.

Easement to Ohio Edison Company dated August 24, 1950 and recorded August 25, 1950 in Volume 1923, Page 14 of the Stark County Records.

Easement to Ohio Edison Company dated July 25, 1957 and recorded August 13, 1957 in Volume 2523, Page 598 of the Stark County Records.

Reservations, Easements and Conditions and Restrictions as set forth in a deed dated July 18, 1961 and recorded July 18, 1961 in Volume 2796, Page 286 of the Stark County Records.

Reservations, Easements and Conditions and Restrictions as set forth in a deed dated October 1, 1964 and recorded November 6, 1964 in Volume 3043, Page 34 of the Stark County Records.

Covenant to maintain private driveway as set forth in an instrument dated October 5, 1993 and recorded October 6, 1993 in O.R. Volume 1508, Page 422 of the Stark County Records.

Agreement for maintenance of joint driveway as set forth in an instrument recorded November 21, 1996 in Instrument Number 96063843 of the Stark County Records.

Further subject to all Covenants, Conditions, Restrictions, Reservations and Encumbrances of record and further subject to applicable zoning and all legal highways.

IN WITNESS WHEREOF, Grantors and Grantee have set their hands this 2nd day of Sept., 2009.

By: Michael J. Day
Michael J. Day
By: David James Day
David James Day
"GRANTOR"

STARK COUNTY PARK DISTRICT,
an Ohio political subdivision

By: Robert A. Fonte
Print Name: Robert A. Fonte
Its: DIRECTOR
"GRANTEE"

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above-named **Michael J. Day**, an unmarried man, and **David James Day**, an unmarried man, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of them individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Canton, Ohio, this 2nd day of Sept., 2009.



JULIE A. ALESSANDRO
Notary Public, State of Ohio
My Commission Expires 10-21-2013

Julie A. Alessandro
Notary Public

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above-named **Stark County Park District**, an Ohio political subdivision, by Robert A. Fonte, its Park Director, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Canton, Ohio, this 2nd day of Sept., 2009.



JULIE A. ALESSANDRO
Notary Public, State of Ohio
My Commission Expires 10-21-2013

Julie A. Alessandro
Notary Public

This instrument prepared by:
Winkhart & Rambacher

EXHIBIT A

Tract No. 1:

Situated in the Township of Lawrence, County of Stark and State of Ohio:
Known as and being a part of the Northeast Quarter of Section 25, Lawrence Township, (T-1, R-10), Stark County, Ohio, and more particularly described as follows: Beginning at the Northeast corner of said section, thence South 4° 57' West and along the east line of said section, for a distance of 613.73 feet to the true place of beginning of the tract herein described; thence continuing South 4° 57' West for a distance of 40.0 feet; thence North 89° 41' West for a distance of 170.56 feet; thence North 4° 57' East for a distance of 40.0 feet; thence South 89° 41' East for a distance of 170.56 feet to the true place of beginning, containing 0.16 acre of land more or less.
Reserving, however, 30 feet off the entire east side thereof for roadway purposes.

Parcel No. 25-00065

Tract No. 2:

Situated in the Township of Lawrence, County of Stark and State of Ohio:
Known as and being a part of the Northeast Quarter of Section 25, Lawrence Township, (T-1, R-10), Stark County, Ohio, and more particularly described as follows: Beginning at the Northeast corner of said section; thence South 4° 57' West and along the entire east line of said section, for a distance of 653.73 feet to the true place of beginning of the tract herein described; thence continuing South 4° 57' West for a distance of 40.0 feet; thence North 89° 51' West for a distance of 170.56 feet; thence North 4° 57' East for a distance of 40.0 feet; thence South 89° 41' East for a distance of 170.56 feet to the true place of beginning, containing 0.16 acre of land more or less.
Reserving, however, 30 feet off the entire east side thereof to be used for road purposes.

Parcel No. 25-00071

Granting an easement for both tracts for ingress or egress over a private drive described as follows:

Situated in the Township of Lawrence, County of Stark and State of Ohio:

Known as and being a part of the Northeast Quarter of Section 25, Lawrence Township, (T-1, R-10), Stark County, Ohio, and more particularly described as follows: Beginning at the Northeast corner of said Quarter Section; thence South 4° 57' West and along the east line of said quarter section for a distance of 187.4 feet to the true place of beginning of the easement herein described; thence continuing South 4° 57' West and along the east line of said quarter section for a distance of 1514.92 feet to the north right of way line of County Road No. 17; thence North 81° 47' West and along said right of way line for a distance of 30.05 feet; thence North 4° 57' East for a distance of 1184.45 feet; thence South 89° 41' East for a distance of 10.02 feet; thence North 4° 57' East for a distance of 160.65 feet; thence North 85° 03' West for a distance of 20.0 feet; thence North 4° 57' East for a distance of 151.97 feet; thence North 37° 00' West for a distance of 217.87 feet; thence North 85° 16' West for a distance of 219.45 feet; thence South 5° 16' West for a distance of 832.8 feet; thence North 85° 16' West for a distance of 200.00 feet; thence North 5° 16' East for a distance of 25.0 feet; thence North 85° 21' West and along the East line of Willow Drive for a distance of 1156.0 feet; to the North line of County Road No. 17; thence Westwardly and along the north right-of-way of said road for a distance of 30.0 feet; thence North 8° 21' East and along the west line of Willow Drive for a distance of 1184.2 feet; thence South 85° 16' East for a distance of 371.3 feet; thence North 5° 16' East for a distance of 455.00 feet; thence South 85° 16' East for a distance of 20.0 feet; thence South 5° 16' West for a distance of 480.0 feet; thence South 85° 16' East for a distance of 180.0 feet; thence North 5° 16' East for a distance of 440.0 feet; thence North 85° 16' West for a distance of 33.0 feet; thence North 5° 16' East for a distance of 40.0 feet; thence South 85° 16' East for a distance of 300.0 feet; thence South 37° 00' East for a distance of 251.12 feet to the true place of beginning. Grantor reserves the right to grant similar easements for ingress and egress over said private drive to other persons.

EXHIBIT B

DEED RESTRICTION

In reference to the property or properties ("Property") conveyed by the Deed between MICHAEL AND DAVID DAY participating in the federally-assisted acquisition project ("the Grantor") and Stark County Park District, ("the Grantee"), its successors and assigns.

WHEREAS, the Severe Repetitive Loss Pilot Program ("SRL"), as authorized under Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4011 et seq., as amended by the National Flood Insurance Reform Act of 1994 (NFIRA); Public Law 103-325, and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of SRL funds for uses that reduce flood damages to properties insured under the National Flood Insurance Program ("NFIP");

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, State of Ohio has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated October 3, 2008 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in Lawrence Township, and Stark County participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the Stark County Park District, acting by and through the Stark County Park District Board, has applied for and been awarded federal funds pursuant to an agreement with State of Ohio dated March 25, 2008 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant 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 Severe Repetitive Loss Pilot Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant 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 FEMA program requirements concerning the acquisition of property for open space:

a. Compatible Uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

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 a designated open space or recreational use;

ii. A public restroom; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1(a), above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph (b) of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property

occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. **Transfer.** The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with the paragraph.

- i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
- ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.
- iii. If title to the Property is transferred to a public entity other than one 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 in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a. The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
- iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. **Inspection.** FEMA, its representatives and assigns including the State or Tribe 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 this part, the Property conveyance and of the grant award.

3. **Monitoring and Reporting.** Every three years on October 3, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. **Enforcement.** The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

- i. If the Grantee or any current holder of the property interest 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 or in equity in a court of competent jurisdiction.
- ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a. Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

- b. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
- c. Bringing an action at law or in equity in a court of competent jurisdiction against any and all of the following parties: The State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance 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.

Grantor's Signature Michael J. Day, Paul Day

Date: _____

Grantors Name: _____
(Printed or Typed)

Grantee's Signature: Robert A. Fonte

Date: _____

Grantee's Name: Robert A. Fonte
(Printed or Typed)

Grantee's Title: Director