

## GENERAL WARRANTY DEED

This deed is made this 29th day of June, 2009, by and between **William D. Nichols and Kathy D. Nichols, husband and wife**, (Grantor) and the **Village of Ottawa, Putnam County, Ohio**, whose tax mailing address is 136 N. Oak Street, Ottawa, Ohio 45875, its successors and permitted assigns (Grantee), for the following described real property:

Situated in the Village of Ottawa, County of Putnam and State of Ohio:  
Being Inlot Nos. Three Hundred Fifty-four (354) and Three Hundred Fifty-five (355) in said Village. Also ½ vacated alley on north end of both lots.

Tax Parcel No. 32-026020 and 32-026030  
Prior: Deed Volume 412 Page 51

The Grantor releases and quitclaims 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 William D. Nichols and Kathy D. Nichols participating in the federally-assisted acquisition project ("the Grantor") and the Village of Ottawa, Putnam 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 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 August 29, 2007 ("FEMA-State Agreement") and herein incorporated by reference;

WHEREAS, the **Village of Ottawa**, acting by and through the Council of the Village of Ottawa, has applied for and been awarded federal funds pursuant to an agreement with the Ohio EMA dated May 5, 2009 ("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 agrees 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.

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Any structures built on the Property according to this paragraph shall be floodproofed 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;
- 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 the anniversary of closeout, 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 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.

Executed this 29<sup>th</sup> day of June, 2009.

William D. Nichols

William D. Nichols

Kathy D. Nichols

Kathy D. Nichols

Kenneth A. Maag Mayor

Kenneth A. Maag, Mayor, Village of Ottawa

STATE OF OHIO ) SS.

COUNTY OF PUTNAM )

Before me, a Notary Public in and for said County and State personally appeared the above named William D. Nichols and Kathy D. Nichols, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at Ottawa, Ohio this 25<sup>th</sup> day of June, 2009.



ANNA MAE BLANKEMEYER  
Notary Public, State of Ohio  
My Commission Expires Nov. 9, 2013  
Attorney At Law  
Revised Code 147.03

Anna Mae Blankemeyer  
Notary Public - State of Ohio

STATE OF OHIO ) SS.

COUNTY OF PUTNAM )

Before me, a Notary Public in and for said County and State personally appeared the above named Village of Ottawa, Ohio, an Ohio Municipal Corporation, by Kenneth A. Maag its Mayor and who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at Ottawa, Ohio this 29 day of June, 2009.



AMY T. BRINKMAN  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires Nov. 9, 2013

Amy T. Brinkman  
Notary Public - State of Ohio

This instrument prepared by Schroeder, Blankemeyer and Schroeder, LLP, Ottawa, Ohio.

This document was drafted upon information provided by client. By preparation, the preparer certifies neither title nor accuracy of the legal description beyond that furnished the preparer.

AMB:lmb

Approved by  
The Putnam County  
Tax Map Dept.

Date: 6-29-09

PUTNAM COUNTY, OHIO  
TRANSFERRED

DATE June 29, 2009

By Robert L. Bennett, Auditor  
BJS, Deputy

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.  
FEE \$ 0  
EXEMPT 285CY (a)  
Robert L. Benroth, County Auditor