

PUTNAM COUNTY, OHIO  
TRANSFERRED

DATE July 23, 2009  
Robert L. Benroth, Auditor  
By LJS Deputy

INSTRUMENT # 200900005027  
OR BOOK 606 PAGES 576-580  
FILED FOR RECORD IN  
PUTNAM COUNTY, OHIO  
CATHY RECKER, RECORDER  
RECORDED 07/24/09 AT 09:20:12AM  
WARRANTY DEED, \$52.00

### GENERAL WARRANTY DEED

This deed is made this 23rd day of July, 2009, by and between **Eduviges S. Escobedo and Olga L. Escobedo, 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 County of Putnam, in the State of Ohio, and in the Village of Ottawa:  
Being Inlots Ten (10) and Eleven (11) in the Pardees Addition to the Village of Ottawa,  
Putnam County, Ohio.

Tax Parcel Nos. 32-001050 & 32-001060

Prior: Deed Volume 362 Page 172 and Official Record Volume 554 Page 1402 and  
Volume 606, Page 575.

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 Eduviges S. Escobedo and Olga L. Escobedo 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.

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 23rd day of July, 2009.

Eduviges S. Escobedo  
Eduviges S. Escobedo

Olga L. Escobedo  
Olga L. Escobedo

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 Eduviges S. Escobedo and Olga L. Escobedo, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.



**ANNA MAE BLANKEMEYER**  
Notary Public, State of Ohio  
My Commission Has No  
Expiration Date  
Attorney At Law  
Revised Code 147.03

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at Ottawa, Ohio this 23rd day of July, 2009.

*Anna Mae Blankemeyer*  
\_\_\_\_\_  
Notary Public - State of Ohio

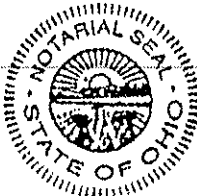
Approved by  
The Putnam County  
Tax Map Dept.

STATE OF OHIO ) SS.

COUNTY OF PUTNAM )

Date 7/23/09

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.



**ANNA MAE BLANKEMEYER**  
Notary Public, State of Ohio  
My Commission Has No  
Expiration Date  
Attorney At Law  
Revised Code 147.03

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at Ottawa, Ohio this 23rd day of July, 2009.

*Anna Mae Blankemeyer*  
\_\_\_\_\_  
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

Filed for Record in  
PUTNAM COUNTY, OHIO  
CATHY RECKER  
02-06-2007 At 02:35 pm.  
LAND CONTRC 28.00  
OR Dr bk 572 Page 317 - 318

## Land Installment Contract

This agreement, entered into at Deshler, Ohio, by and between EDUVIGES S. ESCOBEDO and OLGA L. ESCOBEDO, husband and wife, hereinafter called the Vendor, whose P.O. address is 514 W. Maple, Deshler, Ohio 43516, and SUALIN BALCARCEL and ERIKA BALCARCEL, hereinafter called the Vendee, whose P.O. address is 235 Blanchard Ave., Ottawa, OH 45875,

Witnesseth:

350004809 1720

That in consideration of the mutual promises of the parties herein contained, the Vendor agrees to sell and convey, and the Vendee agrees to purchase and pay for, upon and under the provisions, terms and conditions herein expressed, the following described real property, situated in the Village of Ottawa, County of Putnam, and State of Ohio, and further described as follows:

Being Inlots Ten (10) and Eleven (11) in the Pardees Addition to the Village of Ottawa, Putnam County, Ohio.

Permanent Parcel No. 32-001050.0000, 32-001060.0000

Prior Deed Reference: DR 554 Page 1402

together with all the appurtenances and hereditaments thereunto belonging.

The Vendee agrees to pay for said property the sum of THIRTY FIVE THOUSAND AND 00/100 Dollars (\$35,000.00), and in addition the following shall constitute charges or fees for services which are includible in the contract separate from and in addition to the contract price: none

The sum of THREE THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$3,500.00), has been paid by the Vendee upon the signing of this contract, the receipt of which is hereby acknowledged, leaving a principal balance owed by the Vendee of THIRTY ONE THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$31,500.00), bearing interest at the rate of EIGHT (8) per cent per annum, principal and interest being payable in 24 consecutive monthly installments of FIVE HUNDRED AND 00/100 Dollars (\$500.00), each on the 25<sup>th</sup> day of each month, beginning September 25, 2006, followed by a balloon payment of all remaining principal interest due and payable September 25, 2008. Said payments shall be applied first to interest and the balance to principal, interest to be ratably reduced from and after each part payment of principal. Additional partial payments or entire payment of the principal may be made at any time.

Taxes, assessments, and other governmental charges against the property which shall be the responsibility of the Vendee from October 1st, 2006, and thereafter.

Vendee shall provide and maintain fire and extended insurance coverage for the improvements on the property, in an amount not less than the purchase price balance, in companies satisfactory to the Vendor, with loss payable to Vendor and Vendee, as their interests appear. The policy shall be delivered to and held by Vendor.

Said property is subject to the following encumbrance(s): N/A

REG ID  
350004809-1720

Vendor agrees that if Vendor defaults on any mortgage on the property, Vendee may pay on said mortgage and receive credit on payments due under this contract.

Said property is subject to the following encumbrance(s): N/A

Upon fulfillment of Vendee's obligations under the terms of this contract, Vendor agrees to convey said property to Vendee by deed of general warranty, with release of dower, if any, or by such other deed as is available should Vendor be legally unable to deliver a deed of general warranty.

If any installment payment to be made by the Vendee under the terms of this contract is not paid by the Vendee when due or by the first of the following month thereafter, the Vendor may initiate forfeiture of the interest of the Vendee in default, as provided by law.

Within twenty (20) days after this contract has been signed by both Vendor and Vendee, Vendor agrees to cause a copy thereof to be recorded as provided in Ohio Revised Code Section 5301.25.

The Vendor and Vendee have executed this contract in duplicate this 1st day of October, 2006.

Eduviges S. Escobedo  
Vendor - Eduviges S. Escobedo

Sualin Balcarcel  
Vendee - Sualin Balcarcel

Olga L. Escobedo  
Vendor - Olga L. Escobedo

Erika Balcarcel  
Vendee - Erika Balcarcel

State of Ohio  
County of Putnam, ss:

Be It Remembered, That on the 1st day of October, 2006, before me, the subscriber, a notary public in and for said County and State, personally came EDUVIGES S. ESCOBEDO and OLGA L. ESCOBEDO, husband and wife, and SUALIN BALCARCEL and ERIKA BALCARCEL, husband and wife the Vendor and Vendee in the foregoing land installment contract, and acknowledged the signing thereof to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

Rudy L. Lenz  
Notary Public

This instrument was prepared by  
Sunderman & Rode, LLP, Attorneys-at-Law, 114 E. Main St., Box 54, Deshler, OH 43516

Approved by  
The Putnam County  
Tax Map Dept.

Date: 8.16.07

SEAL

REG ID  
350004809-1720