



John A Donofrio, Summit Fiscal Officer

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**GENERAL WARRANTY DEED**

This deed is made this 28th day of September 2005, by and between **TED D. MUMMA**, unmarried, (Grantor) whose tax mailing address is 2900 DeGruchy Drive, Silver Lake, Ohio 44224, and the Village of Silver Lake, its successors and permitted assigns (Grantee).

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended (The Stafford Act) identified the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of flood damaged property.

WHEREAS, Section 404 of the Stafford Act provides a process for a community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of flood damaged buildings, to demolish and remove the buildings, and to convert the land use into perpetual open space.

WHEREAS, the Ohio Emergency Management Agency (EMA) has made such application and has entered into a FEMA-State Agreement dated January 21, 2005.

WHEREAS, the Village of Silver Lake has entered into a cooperative grant agreement with Ohio EMA in which the Village of Silver Lake is authorized to acquire certain flood damaged, real property.

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 CFR 206.434), and the Grant Agreement required that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity; and

WHEREAS, the Village of Silver Lake has determined that it is necessary in order to promote the public interest for the purposes provided in the Act to acquire fee simple title to this certain real property owned by the Grantor and further bounded and described as follows:

Situated in the Village of Silver Lake, County of Summit and State of Ohio:  
And known as being all of Lot Number 27 in the Silver Lake Colony Allotment as recorded in Plat Book 106, Pages 65-66 of Summit County Records.

SUBJECT TO GENERAL TAXES FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, COVENANTS, CONDITIONS, EASEMENTS, EXCEPTIONS, RESERVATIONS, RESTRICTIONS, RIGHT OF WAY OF RECORD, IF ANY.

PM#: 57-01176  
PPN#: ST-00405-02-005.000  
Prior Instrument Reference: Volume OR 388, Page 884

Description approved by Tax Map  
Approval good for 30 days from  
9-30-05

Also known as being 2794 Cranbrooke Drive, Silver Lake, Ohio 44224.

The Grantor releases and quitclaims unto the Grantee, all right, title and interest which 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 said land, and in any means of ingress and 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.

The Grantee accepts this conveyance and, by causing its duly authorized representative to sign this instrument on its behalf, agrees to hold the herein described real estate subject to the terms of the Stafford Act, regulations promulgated thereunder (44 CFR 206.434), as they read now and may be amended in the future, and the Grant Agreement, which documents and regulations include, among other provisions, the following conditions and restrictions:

- 1. The Grantee agrees the land shall be used only for purposes compatible with open space, recreational, or wetlands management practices.

VILLAGE TITLE AGENCY  
CHIEF NO. 054852

VILLAGE TITLE DEED



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- 2. The Grantee agrees that no new structures or improvements shall be erected on the premises other than a restroom or public facility that is open on all sides and functionally related to the open space use;
- 3. The Grantee acknowledges that it will not be considered for any future disaster assistance for any purpose relating to the subject land from any Federal source, and agrees not to seek the same;
- 4. The Grantee agrees that it shall convey the property only to another public entity and only with prior approval from Ohio EMA and the Regional Director of FEMA. Such conveyance shall be made expressly subject to the above reference conditions and restrictions which shall run with the property in perpetuity.

In executing this Instrument, I have hereunto set my hand this 28<sup>th</sup> day of September, 2005.

TED D. MUMMA

STATE OF OHIO )  
 ) ss.  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public in and for said County and State, personally appeared **TED D. MUMMA** who, under penalty of perjury in violation of Section 2921.11 of the Ohio Revised Code, represented to me to be said person and who signed the foregoing Instrument and acknowledged the same to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cuyahoga Falls, Ohio this 28<sup>th</sup> day of September, 2005.

Notary Public

**KIMBERLIE A. KENEPP**, Notary Public  
Residence Summit County  
Statewide Jurisdiction, Ohio  
My Commission Expires April 20, 2007

4/26/09

This Instrument was prepared at the request of a third party by:  
Gayle L. Snyder, Esq.  
2754 Front Street, Suite 109  
Cuyahoga Falls, OH 44221  
to whom alone we are responsible.

22409  
TRANSFERRED IN COMPLIANCE WITH  
SEC. 319.202 REV. CODE  
\$ Waived FEE  
Consideration  
JOHN A. DONOFRIO By John  
Fiscal Officer Deputy Fiscal Officer  
No. of pages 1

TRANSFERRED  
05 SEP 30 AM 11:32  
JOHN A. DONOFRIO  
FISCAL OFFICER  
COUNTY OF SUMMIT