

GENERAL WARRANTY DEED 2804 Cranbrooke

This deed is made this 27 day of July 2005, by and between JEANETTE S. NIVENS, having taken title as JEANETTE S. CALLAHAN, married, whose tax mailing address is 813 Woodhaven Drive, Cuyahoga Falls, Ohio, 44223, and the VILLAGE OF SILVER LAKE, OHIO, 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;

Situated in the Village of Silver Lake, County of Summit and State of Ohio and known as being all of Lot 26 in the Silver Lake Colony Allotment as recorded in Plat Book 106, Page 65 of Summit County Records of Plats, be the same more or less, but subject to all legal highways.

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#: 57-01168

PPN#: ST-00405-02-006.000

Approved by Tax  
Approval good for 30 days from  
7/29/05 CDR ST/405

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.
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;

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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.

And for valuable consideration, I DANN S. NIVENS, husband of grantor, do hereby remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all of our right and expectancy of DOWER in the above described premises.

In executing this Instrument, we have hereunto set our hands this 27 day of July, 2005.

Jeanette S. Nivens  
JEANETTE S. NIVENS

Dann M. Nivens  
DANN M. NIVENS

STATE OF OHIO            )  
  ) ss.  
COUNTY OF SUMMIT    )

BEFORE ME, a Notary Public in and for said County and State, personally appeared JEANETTE S. NIVENS and DANN M. NIVENS who, under penalty of perjury in violation of Section 2921.11 of the Ohio Revised Code, represented to me to be said persons and who signed the foregoing Instrument and acknowledged the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cuyahoga Falls, Ohio this 27 day of July, 2005.

Kimberlie A. Kenepp  
Notary Public

KIMBERLIE A. KENEPP, Notary Public  
Residence Summit County  
Statewide Jurisdiction, Ohio  
My Commission Expires April 26, 2009

TRANSEFERED  
2005 JUL 29 AM 10:31  
JOHN A. DONOFRIO  
FISCAL OFFICER  
COUNTY OF SUMMIT

16844  
TRANSFERRED IN COMPLIANCE WITH  
SEC 319.202 REV. CODE  
By John A. Donofrio Consideration 0 FEE  
John A. Donofrio By VB  
Fiscal Officer Deputy Fiscal Officer