

20.32711

GENERAL WARRANTY DEED

Instrument Book Page
199900032701 OR 1217 1183

KNOW ALL MEN BY THESE PRESENTS:

That William S. Dye and Vicky J. Dye, husband and wife, of New Richmond, Clermont County, hereafter, for the sake of convenience, known collectively and in the masculine singular as the Grantor, in consideration of ONE DOLLAR (\$1.00) and valuable considerations to him paid by the Village of New Richmond, whose principal address is 102 Willow Street, New Richmond, Ohio 45157 the receipt whereof is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL AND CONVEY** to Village of New Richmond, its successors, and assigns forever, herein known collectively and in the masculine singular as the Grantee, the following described real estate:

Being Lot No. 125, bounded and described as follows, to-wit:

Beginning on the corner of Light and Center Streets at corner of Lot No. 125; thence up said Center Street with the line thereof in a southeasterly course 37 feet to a point in line in line of said lot; thence in a northeasterly course and parallel with Light Street 84 feet to a point; thence in a northwesterly course and parallel with Center Street 37 feet to Light Street; thence with Light Street a southwesterly course 84 feet to the place of beginning.

Parcel No. 26 09 - 06 125c

Being the same property conveyed to the Grantor herein by instrument recorded in official Record Book 138, Page 67 in the Clermont County, Ohio records.

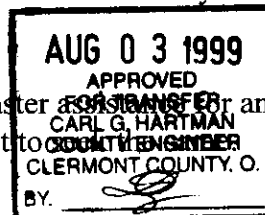
Together with all the Estate, Title and Interest of the said Grantor, either in Law or Equity, of, in and to said premises; together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof; **TO HAVE AND TO HOLD** the same to the only proper use of the said Grantee, its successors and assigns forever.

All real estate taxes shall be prorated as of the execution of this deed.

This conveyance is made subject to the following restrictions which shall run with the land in perpetuity.

1. The Grantee agrees that 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 conveyed property other than a restroom or a public facility that is open on all sides and functionally related to the open space use.

3. Grantee acknowledges that it will not be considered for any future disaster purpose relating to the subject land from any federal source and agrees not to



#3185
This conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEES \$1.00 / 17.00
EXEMPT
LINDA L. FRALEY, Deputy Auditor

Filed in the office of
LINDA L. FRALEY
CLERMONT COUNTY AUDITOR
Date 8-3-99
By: [Signature]
Deputy Auditor

26 BK. 02 PG 06. PAR. 125c

4. The Grantee agrees that it shall convey the property only to another public entity and only with the prior approval from OEMA and the Regional Director of FEMA. Said conveyance shall be made subject to all covenants and restrictions set forth herein which covenants and restrictions shall run with the land in perpetuity. Any structures built on the real property in compliance with these restrictions shall be flood proofed or elevated to the base flood elevation plus one foot of free board.

And the Grantor, for himself and for his heirs, successors and assigns, executors and administrators, does hereby **COVENANT** with the said Grantee, its successors and assigns, that he is the true and lawful owner of the said premises and has full power to convey the same and that the title so conveyed is **CLEAR, FREE AND UNENCUMBERED; AND FURTHER**, That he **DOES WARRANT AND WILL DEFEND** the same against all claim or claims, of all persons whomsoever.

IN WITNESS WHEREOF, The said William S. Dye and Vicky J. Dye, have hereunto set their hands this Fth day of July, in the year of our Lord one thousand nine hundred and ninety-nine (1999).

Signed and acknowledged in the presence of:

(Print Name DAVID KENNEDY)

(Print Name) Janis Swanson

(Print Name William Horvath)

(Print Name) Onide Swagone

William S. Dye

Vicky J. Dye

199900032701
Filed for Record in
CLERMONT COUNTY, OH
CAROLYN GREEN
On 08-03-1999 At 04:07 pm.
DEED 14.00
QR Book 1217 Page 1183 - 1184

STATE OF OHIO,)
)
COUNTY OF CLERMONT)

SS:

The foregoing instrument was acknowledged before me this 14th day of July, 1999, by William S. Dye and Vicky J. Dye.

JANICE S. WAGONER
Notary Public, State of Ohio
My Commission Expires
October 12, 2003

NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

This instrument was prepared by Wood & Lamping, 2500 Cincinnati Commerce Center, 600 Vine Street, Cincinnati, Ohio 45202.