

20.33207

P1N: 26-09.04-082B

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GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

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200000004680 OR 1251 171

That Michael L. Ritter, a married man whose wife is Victoria A. Ritter, 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** with general warranty covenants 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:

All that certain lot of land in the Village of New Richmond, Ohio Township, Clermont County, Ohio, commencing at the original corner of Lot No. 82 and Lot 83 on Market Street; thence westerly on the line of Lot No. 83, 132 feet to a corner; thence at right angles in a southern course with the back line of Lot No. 82, 60 feet to a corner; thence, easterly parallel with the first line to Market Street so as to include 23 feet of the house standing thereon to a corner; thence in a northern course with a line of Lot No. 82, 60 feet to the beginning.

Being the same property conveyed to the Grantor herein by instrument recorded on August 1, 1988, in Official Record Book 760, Page 316 of 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 assistance for any purpose relating to the subject land from any federal source and agrees not to seek the same.
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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 Michael L. Ritter and Victoria A. Ritter*, husband and wife, have hereunto set their hands this 27th day of January, in the year of our Lord one thousand nine hundred and ninety-nine (1999).

Signed and acknowledged in the presence of:

[Signature]
(Print Name DAVID KENNEDY)

Michael L. Ritter
Michael L. Ritter

[Signature]
(Print Name Janice Wagoner)

Victoria A. Ritter
Victoria A. Ritter

[Signature]
(Print Name DAVID KENNEDY)

[Signature]
(Print Name Janice Wagoner)

Filed in the office of
LINDA L. FRALEY
CLERMONT COUNTY AUDITOR
2/16/00
Date
By: LAD
Deputy Auditor

FEB 11 2000
APPROVED
FOR TRANSFER
CARL G. HARTMAN
COUNTY ENGINEER
CLERMONT COUNTY, O.
BY: [Signature]

#351
This conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEE \$ _____
EXEMPT
LINDA L. FRALEY, County Auditor

26 BK. 09 PG 04. PAR 082B

STATE OF OHIO,)
)
COUNTY OF CLERMONT)

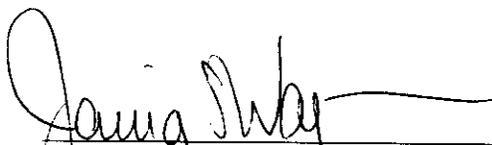
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ss:

The foregoing instrument was acknowledged before me this 27th day of January, 1999, by Michael L. Ritter and Victoria A. Ritter, husband and wife, who appeared personally before me.



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


NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

*Victoria A. Ritter is executing this Deed solely to release any dower interest she may have in the property.

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

200000004680
Filed for Record in
CLERMONT COUNTY, OH
CAROLYN GREEN
On 02-16-2000 At 03:51 pm.
DEED 18.00
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