

20-30298

Parcel No: 26-09-021-498A

26-09-021-499A

GENERAL WARRANTY DEED BOOK 1133 PAGE 242

KNOW ALL MEN BY THESE PRESENTS:

That SCOTT G. KAYLOR, an unmarried man, of New Richmond, Clermont County, Ohio, 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:

Situated in the Village of New Richmond, Ohio Township, Clermont County, Ohio and George McMurchy's Addition, April 25, 1868, and being the easterly half of Lots 498 and 499, fronting on Willow Street and on Race Street. Save and except the following described property:

Situate in the Village of New Richmond, Ohio Township, Clermont County, Ohio and in the George McMurchy Addition to the Village, further described as follows, to-wit: Being part of Lots Nos. 498 and 499, beginning at a point in the south line of Lot No. 498 and in the north line of Race Street, said point bearing N. 59 degrees E. and 62.00 feet distant from the southwest corner of Lot No. 498, said lot corner being the northeast corner of the intersection of Race Street and a twenty foot alley; thence from said point of beginning through Lots 498 and 499, N. 31 degrees W., 80.00 feet to a point in the north line of Lot 499; thence with the north line of Lot 499, N. 59 degrees E. 0.81 feet; thence through Lots 499 and 498 South 33 degrees 45 feet E. 80.09 feet; said line passing 6 inches to the left or east and parallel to an existing stone masonry foundation, to a point in the north line of Race Street; thence with the north line of Race Street, South 59 degrees W. 4.65 feet to the place of beginning and containing 218.40 sq. feet of land, the same to be more or less.

Being the same property conveyed to the Grantor herein by instrument recorded on March 2, 1995 in O.R. Book 601, Page 329, 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.

Grantor shall pay and be responsible for the real estate taxes and assessments due and payable in January 1999 All real estate taxes assessments thereafter, beginning July 1999 shall be paid by Grantee.

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.

SEP 9 1998
APPROVED
FOR TRANSFER
CARL G. HARTMAN
COUNTY ENGINEER
CLERMONT COUNTY, O.
BY: [Signature] ASST
TAX MAP DRAFTSMAN

Filed in the office of
LINDA L. FRALEY
CLERMONT COUNTY AUDITOR
9-9-98
By: [Signature]
Deputy Auditor

3660
This conveyance has been examined and the
Grantor has complied with Section 319.202
of the Revised Code.
FEE \$ 144.30
EXEMPT _____
LINDA L. FRALEY, County Auditor

26 BK 09 PG 029 PAR. 498A
499A

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.

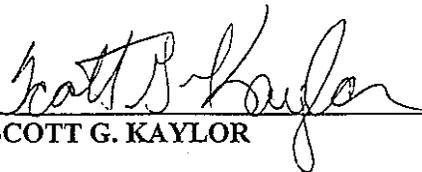
4. The Grantee agrees that it shall convey the property only to another public entity and only with the prior approval from OEMA and the Regional Director of FEMA. Said conveyance shall be made subject to all covenants and restrictions set forth herein which covenants and restrictions shall run with 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 SCOTT G. KAYLOR, has hereunto set his hand this 29 day of August, in the year of our Lord one thousand nine hundred and ninety-seven (1998).

Signed and acknowledged in the presence of:


(Print Name DAVID KENNEDY)


SCOTT G. KAYLOR


(Print Name VICKI L. HAZELBAKER)

STATE OF OHIO, COUNTY OF CLERMONT, SS:

The foregoing instrument was acknowledged before me this 29 day of August, 1998 by Scott G. Kaylor

VICKI L. HAZELBAKER
Notary Public, State of Ohio
My Commission Expires Oct. 6, 2002


NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

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

LMR/bip
C:\LMR\REALESTA\KAYLOR.DEE

9800035214
Filed for Record in
CLERMONT COUNTY, OH
CAROLYN GREEN
On 09-09-1998 At 11:16 am.
DEED 14.00
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