

26-30413 036432

26-09-21-425
26-09-21-424

DEC 23 1997
APPROVED
FOR TRANSFER
CARL G. HARTMAN
COUNTY ENGINEER
CLERMONT COUNTY, OH
BY: [Signature] ASST
TAX MAP DIVISION

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: BOOK 0997 PAGE 068

BK 9 PG 21 PAR 424

That FLOYD A. ROBERTS, a married man whose wife is EMMA LEE ROBERTS, 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 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, Clermont County, Ohio and being all of Lot No. 425, as shown on the plat of said Village records.

Situated in the Village of New Richmond, Clermont County, Ohio and being all of Lot No. 425, as shown on the plat of said Village of New Richmond, Ohio.

Being the same property conveyed to the Grantor herein by instrument recorded in Deed Book 516, Page 062, 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, 1998. All real estate taxes assessments thereafter, beginning July, 1998, 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.
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.

5. ---The Grantor, under penalty of law agree that they did not receive flood insurance. If it is proven later that Grantor did receive flood insurance, said property owner agrees to reimburse the Village for full amount received: (REMOVED)

#425
This conveyance has been examined and is correct.
Grantor has complied with Section 319.202 of the Revised Code.
FEE \$ 31.00 (\$1300)
EXEMPT
LINDA L. FRILEY County Auditor
Filed in the office of
LINDA L. FRILEY
CLERMONT COUNTY AUDITOR
12/23/97
Date
By: [Signature] Deputy Auditor

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 FLOYD A. ROBERTS, has hereunto set his hand this 29th day of OCTOBER, in the year of our Lord one thousand nine hundred and ninety-seven (1997): 1997 D.T.

Signed and acknowledged in the presence of:

FLOYD A. ROBERTS
(Print Name 10-29-97)

Floyd A. Roberts
FLOYD A. ROBERTS

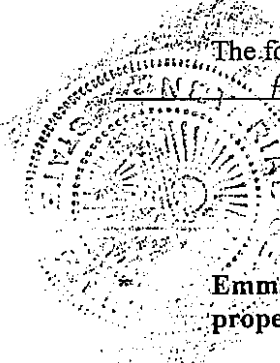
EMMA L. Roberts
(Print Name _____)

Emma Lee Roberts
EMMA LEE ROBERTS*

[Signature]
(Print Name DAVID KERRY)

Witness to Both
Minta Herrin
(Print Name MINTA HERRIN)
Witness to Both

STATE OF OHIO)
COUNTY OF CLERMONT) SS:



The foregoing instrument was acknowledged before me this 30th day of October, 1997, by Floyd & Emma Roberts Husband & wife.

TALMAGE CAROL THOMPSON
Notary Public, State of Ohio
My Commission Expires June 2, 1998

Salmae C. Thompson
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

Emma Lee Roberts is executing this document solely to release her dower interest in the property.

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

RECEIVED FOR RECORD
CAROLYN GREEN
97 DEC 23 PM 3:46
CLERMONT CO. RECORDER
BALTIMORE, OHIO