

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:

425

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 [unclear] 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 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)~~

4727
This conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEES \$ 31.00 (\$1300)
EXEMPT
LINDA L. FRALEY County Auditor
Filed in the office of
LINDA L. FRALEY
CLERMONT COUNTY AUDITOR
12/23/97 Date
By: [Signature] Deputy Auditor

