


PAGE 82	
DEC 23 1997	
APPROVED	
FOR TRANSFER	
CARL G. HARTMAN	
COUNTY ENGINEER	
CLERMONT COUNTY, O.	
BY: 	ASST TAX MAP DRAFTSMAN

20-30279

Parcel NO: 26-09-21-435

BOOK 0997 PAGE 070

036433

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **FLOYD A. ROBERTS** and **EMMA L. ROBERTS**, husband and wife, 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, Township of Ohio, and the County of Clermont, State of Ohio, and bounded and described as follows; being in lot No. 435 in George McMurchy's addition to the town of New Richmond, Ohio. *EAR*

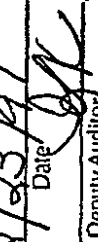
Being the same property conveyed to the Grantor herein by instrument recorded in Deed Book 503, Page 249 of the Clermont County, Ohio records.

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.

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

Filed in the office of
LINDA L. FRALEY
CLERMONT COUNTY AUDITOR
Date 12/23/97
By:  Deputy Auditor

EXEMPT
LINDA L. FRALEY, County Auditor

FEE \$ 147.30

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 **FLOYD A. ROBERTS** and **EMMA L. ROBERTS**, have hereunto set their hands this 17th day of DECEMBER, in the year of our Lord one thousand nine hundred and ninety-seven (1997).

Signed and acknowledged in the presence of:



(Print Name DAVID KENNEDY)


FLOYD A. ROBERTS


(Print Name Duane Sligo)


EMMA L. ROBERTS

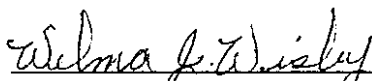

(Print Name DAVID KENNEDY)


(Print Name Duane Sligo)

STATE OF OHIO, COUNTY OF CLERMONT, SS:

The foregoing instrument was acknowledged before me this 17 day of Dec., 1997, by Floyd A. & Emma L. Roberts.

WILMA J. WISBY
Notary Public, State of Ohio
My Commission Expires Dec. 5, 1998


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/blp
C:\LMR\REALESTA\ROBERTS.436

OHIO, OHIO
CLERMONT CO. RECORDER

97 DEC 23 PM 3:47

RECEIVED FOR RECORD
CAROLYN GREEN