

20-30446 Parcel No: 26-09-04-699 26-09-04-057C
006737 26-09-04-700 26-09-04-057B

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K

GENERAL WARRANTY DEED

BOOK 1026 PAGE 456

KNOW ALL MEN BY THESE PRESENTS:

That DELLA HULTS, an unmarried woman, 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 being all of Lots 699 and 700 and part of Lot 57 of Isaac Dunham's Subdivision, being more particularly described as follows:

Beginning at a 5/8" iron pin set at the northwesterly corner of Lot No. 699 of Isaac Dunham's Subdivision as recorded in Plat Book "B", page 142 and in the easterly line of Willow Street;

THENCE with the northerly line of said Lot No. 699 and through Lot No. 57, North 65 degrees 43 minutes 40 seconds East for a distance of 130.50 feet to a 5/8" iron pin set in the westerly line of Lot No. 56;

THENCE with said line of Lot No. 56, South 24 degrees 22 minutes 32 seconds East for a distance of 88.00 feet to a 5/8" iron pin set in the line of Lot No. 58;

THENCE with the northerly line of said Lot No. 58 and the southerly line of Lots No. 57 and 700, South 65 degrees 43 minutes 40 seconds West for a distance of 130.50 feet to a 5/8" iron pin set in the easterly line of Willow Street;

THENCE with said easterly line, North 24 degrees 22 minutes 32 seconds West for a distance 88.00 feet to the place of beginning.

Said property contains 0.2636 acres more or less.

Being the result of a survey and plat dated January 2, 1998 made under the supervision of Willard E. Davis Registration No. 6681 in the State of Ohio.

Being the same property conveyed to the Grantor herein by instrument recorded in Deed Book 591, Page 17 of the Clermont County, Ohio Deed records and identified as Parcel No. 26-09-04-699, 700, 57B and 57C on the tax maps of said county.

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.

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.

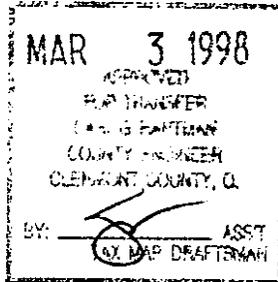
IN WITNESS WHEREOF, the said Della Hults, has hereunto set her hand this 27 day of January, in the year of our Lord one thousand nine hundred ninety-eight (1998).

Signed and acknowledged in the presence of:

[Signature]
(Print Name DAVID KENNEDY)

Della Hults
Della Hults

Delma J. Wisby
(Print Name Delma J. Wisby)



627
This conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEE \$ 15.20 (14.330)
EXEMPT
LINDA L. FRALEY, County Auditor

Filed in the office of
LINDA L. FRALEY
CLERMONT COUNTY AUDITOR
3-3-98
By: [Signature] (Date)
Deputy Auditor - 2 -

24 BK 9 PG 4 PAR 57B, 57C
699,700

STATE OF OHIO, COUNTY OF CLERMONT, SS:

The foregoing instrument was acknowledged before me this 27 day of Jan, 1998, by Della Halls.

Wilma J. Wisby
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

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

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



RECEIVED FOR RECORD
CLERK OF COURT
CLERMONT CO. RECORDER
98 MAR -3 PM 3:11
OHIO, OHIO