

BOOK 1068 PAGE 855

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

017279

That **ROBERT L. STURGILL** and **DOLLY RENE STURGILL**, 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, Ohio Township, Clermont County, Ohio and being more particularly described as follows:

Being all of Lot No. four hundred seventy (470) in said Village, as designated on the plat or plan of the Village of New Richmond, Ohio.

Being the same property conveyed to the Grantor herein by instrument recorded on May 8, 1972, in the Deed Book 509, Page 440, 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 July, 1998. All real estate taxes assessments thereafter, beginning January, 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.
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 **ROBERT L. STURGILL** and **DOLLY RENE STURGILL**, have hereunto set their hands this 12 day of MAY, in the year of our Lord one thousand nine hundred and ninety-eight (1998).

Signed and acknowledged in the presence of:

(Print Name DAVID KENNEDY)

(Print Name JANICE WAY)

(Print Name DAVID KENNEDY)

(Print Name JANICE WAY)

Robert L. Sturgill
ROBERT L. STURGILL

Dollyrene Sturgill
DOLLY RENE STURGILL

STATE OF OHIO, COUNTY OF CLERMONT, SS:

The foregoing instrument was acknowledged before me this 12 day of MAY, 1998, by
David Kennedy & Dollyrene Sturgill
Robert L. Sturgill

Elaine Hauke
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

ELAINE HAUKE

Notary Public, State of Ohio
Commission Expires July 2, 2000

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

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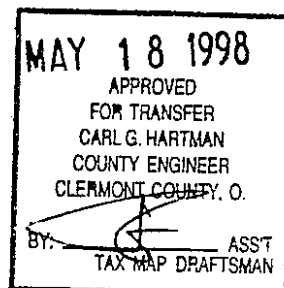
This conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.

FEE \$ 15.00 / 25.000

EXEMPT
LINDA L. FRALEY, County Auditor

Filed in the office of
LINDA L. FRALEY
CLERMONT COUNTY AUDITOR

By: [Signature]
Deputy Auditor



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