

**Meeting for Parks and Playgrounds :**

Meeting took Place at Cheviot City Hall in the Council Chambers

Date: April 4<sup>th</sup>, 2023, Meeting Started 8:30pm

Present at the meeting: Chair Amy Richter, Committee Members: Stefanie Hawk, John Hardig and Kathleen "Kitty" Zech. Council Members: David Voss, Brian Smyth, Lindsey Jones. Also, President of Council Kerry Smyth, Law Director Kimberlee Rohr. *City Treasurer - RaeJean Hardig*

The meeting was called for the purpose of discussing the current Deed for the property of Harvest Home Park. The Deed is to expire in 2025.

Council was provided with a photocopy of the Deed which was difficult to read.

There was discussion with Stefanie Hawk (Chair of the Harvest Home Fair) and Law Director Kimberlee Rohr regarding what steps need to happen next. There is time to research and discuss with council.

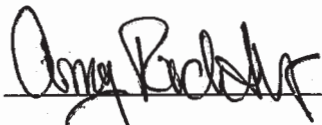
Council was hoping Pete Rebold – Community member and prior chair of the Harvest Home Fair and Atty, was available to attend this meeting and provide some history regarding Deed etc.

Mr. Rebold was not available to attend meeting.

Meeting was closed to be continued later.

Meeting concluded at 8:49 pm

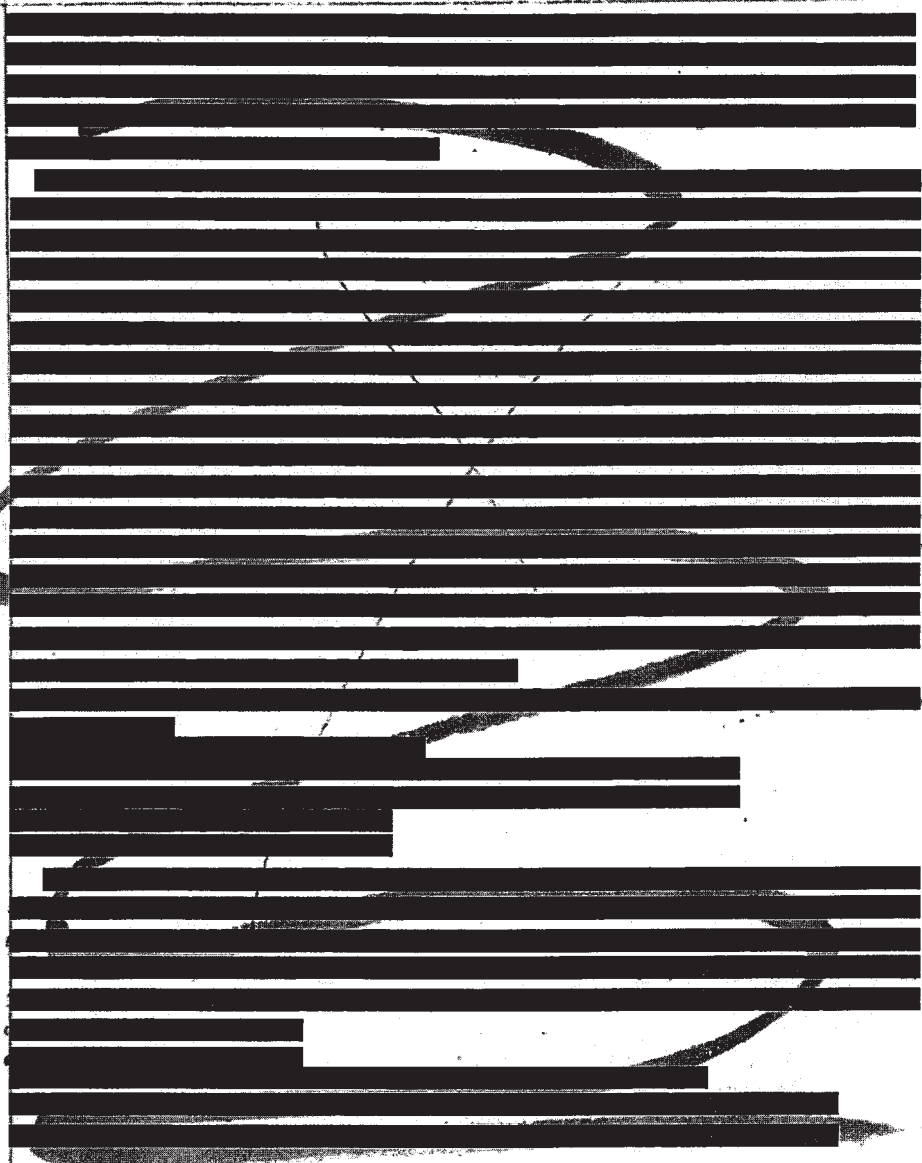
Respectfully Submitted:

  
\_\_\_\_\_  
Amy Richter – Chair

  
\_\_\_\_\_  
Stefanie Hawk- Committee Member

  
\_\_\_\_\_  
Kathleen Zech – Committee Member

  
\_\_\_\_\_  
John Hardig- Committee Member



Sec. 2.40 of 34, 4-23-1926.      # DEED #  
The Green Township Harvest Home Association      TO      The Village of Cheviot.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, The Green Township Harvest Home Association, a corporation not for profit under the laws of Ohio, is the owner of a certain tract of land, known as the Harvest Home Grove, and hereinafter described, by metes and bounds, and whereas, said association is, by its Charter, required to hold Harvest Home Festivals, which it has done in said Grove, beginning 1920, and with two exceptions in the first and third years always, on the last Thursday in August in each year; and whereas said association is not able to continue said Festivals, and hold said real estate owing to taxes now amounting to Seven Hundred and Seven (707) dollars, and yearly eight cents (\$77.28) dollars, for the year 1925; due to the fact that it has up to date rely upon voluntary services of the Board of Directors in maintaining the same; and whereas, the Village of Cheviot, Ohio, is the self-sustaining

with its limited powers; and whereas, the village of Cheviot, a municipal corporation under the laws of Ohio, desired to perpetuate said grove and use it for a park and playground and promote the holding of said Festival by providing a permanent home for it where it has always been held for the last sixty-five (65) years, as a part of the purchase price of said grove.

THEREFORE The Green Township Harvest Home Association, a corporation as aforesaid, in consideration of Thirty-five Thousand Dollars (\$35,000.00) Dollars to it paid, the receipt whereof is hereby acknowledged, and for other good and valuable considerations hereinafter reserved and to be performed by the Village of Cheviot aforesaid does hereby grant, bargain, sell and convey to the said Village of Cheviot, a municipal corporation under the laws of Ohio, its successors, assigns, the following Real Estate in the Northwest quarter of Section 9, and Southwest quarter of Section 10, Township 2, and second fractional range of the Miami Purchase, in Green Township and largely in the said Village of Cheviot, Hamilton County, State of Ohio and bounded as follows:

Commencing at the northeast corner of Lot 24, as shown and designated by the plat known as George W. Fenton's Estate as recorded in Plat Book 21, page 67, of the records in the Recorder's Office of said County of Hamilton and being the southwest corner of Homelawn Avenue and the north Bend Road in said Township; thence southeasterly along said North Bend Road, 50.61 feet along the west line of said North Bend Road and the East line of said Lot 1, to the North line of said Section 9, in the Village of Cheviot; thence southeasterly 443.26 feet along said west line of the North Bend Road to an angle; thence south along the west line of the North Bend Road in said village 362.21 feet to the southeast corner of Lot 2, as set apart in the partition of Isaac D. Carson's Estate as shown on the plat recorded in Plat Book 20, page 29, in the Recorder's Office aforesaid; thence west along the south line of said Lot 2, 346 feet to the southeast corner of Lot 1, of the Harvest Home First Subdivision as recorded in Plat Book 25, page 58, in said Recorder's Office; thence North along a line parallel with and 120 feet distant from Davis Avenue in said Village of Cheviot; 829.93 feet to the south line of said Homelawn Avenue; thence East along the south line of Homelawn Avenue 449.27 feet to the place of beginning containing 10.63 acres; Also all of Lots A. and B. on the East side of Davis Avenue in said Village of Cheviot, as shown and designated by the plat of the Harvest Home First Subdivision aforesaid, as recorded in Plat Book 25, page 58 of the records of plats in the Recorder's Office of Hamilton County, State of Ohio, each lot fronting 50 feet on the east side of David Avenue and running back Eastward between parallel lines, same width in rear as in front, 120 feet to the first hereinbefore described tract of land. THIS conveyance is made subject to the following privileges and conditions, as part of the consideration of this conveyance in the nature of covenants running with the land and enforceable by the grantor, to wit:

1. Said Harvest Home Grove, or any part thereof shall not be sold, but shall be preserved for future generations as a park and playground.
2. Said Village of Cheviot and its successors shall maintain a fence around said grove as good as the same which is now maintained there, and as it becomes wasted or destroyed replace the same by a fence as good as the wire fence now in place along the North Bend Road. Also gates at all outlets.
3. Said grantor shall, without charge, have the exclusive use of said grove for holding a Harvest Home Festival on the last Thursday in August in each and every year for a period of ninety-nine (99) years and may maintain order there with its own police or caretakers and shall have the use of its present speaker's stand, pavilion, secretary's stand and merry-go-round and shall be permitted for said day to go upon said grove and prepare for said Festival on the preceding Wednesday or August in each year and shall be permitted to store its personal property used at such festival in said grove, secretary's stand and merry-go-round house on the following Friday of August and all buildings, etc., shall be used exclusively by the Association.

those used exclusively by the grantor are to be maintained by the grantor. This privilege is in no wise to exclude from the said grove children under sixteen (16) years of age, but does exclude those persons over sixteen (16) years of age unless they have pride enough in the said Festival to buy badges.

and All the Estate, Title and Interest of the said The Green Township Harvest Home Association, wither in law or equity, of, in and to the said premises; Together with all the privileges and appurtenances to the same belonging, and all rents, issues and profits thereof; TO Have and To Hold the same to the only proper use of the said Village of Cheviot, its successors and assigns forever. And the said Green Township of Harvest Home Association for itself, its successors and assigns, does hereby Covenant with the said Village of Cheviot, its successors, and assigns, that it is the true and lawful owner of said premises and has full power to convey the same, and that the title so conveyed is clear free and unincumbered; And Further that it does Warrant and will defend the same against all claim or claims of all persons whomsoever, except taxes and the conditions hereinbefore enumerated, which are part of the purchase price.

IN WITNESS WHEREOF, the said Green Township Harvest Home Association, has hereunto subscribed its corporate name by its Second Vice President, and affixed its corporate seal by its recording Secretary, therunto duly authorized this Fourteenth day of April, in the year of our Lord, one thousand nine hundred twenty-six.

Signed and acknowledged in presence of-

John J. Myers.  
Martin Steinmann.  
(Corporation Seal)

The Green Township Harvest Home Assn. .  
By John Weber, 2nd. Vice-President.  
Charles H. Reemelin.  
Recording Secretary.

STATE OF OHIO, COUNTY OF HAMILTON, SS.

BE IT REMEMBERED, That on this fourteenth day of April, in the year of our Lord, one thousand nine hundred and twenty-six, before me, the subscriber, a Notary Public, in and for said County, personally came The Green Township Harvest Home Association, the grantor in the foregoing Deed, by its Second Vice-President, and Recording Secretary therunto duly authorized, and acknowledged the signing and affixing of its corporate seal to be its and their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

(N.P. Seal)  
(HAM. CO. O.)

Edward C. Reemelin.  
a Notary Public in and for Hamilton County, Ohio.

Rec'd for record 4-25-1926. at 11.09 Am. Ind Bk # 27, page 304. Bk # 22, page 200, Bk # 57, page 372, all 6th Series.  
Copied by L. Weglau # 12.

