

20-32402

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

By: _____

Deputy Auditor

GENERAL WARRANTY DEED

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

FEES

EXEMPT

LINDA L. FRALEY, County Auditor

KNOW ALL MEN BY THESE PRESENTS:

Instrument Book Vol. Page
9900019575 OR 1198 2073

That Marie Donell, an unmarried woman of New Richmond, Clermont County, Ohio, and Tina Collins, 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, Clermont County, Ohio and a part of inlot #40 of said Village of New Richmond and being more particularly described as follows:

Beginning at an iron pin at the Southeast corner to Lot #41 of the Village of New Richmond and in the Southwesterly line of Willow Street; thence with said Southwesterly line of Willow Street South 31 degrees 18 minutes East, 52.12 feet to an iron pin; thence South 59 degrees West 113.90 feet to an iron pin; thence South 31 degrees 18 minutes East 1.00 feet to an iron pin; thence South 59 degrees West, 18.10 feet to an iron pin in the Northeasterly line of Lot #19 of the aforementioned Village; thence, with said line North 31 degrees 18 minutes West, 53.12 feet to an iron pin at the common corner to Lots 41, 18 & 19 of said Village; thence North 59 degrees East 132.00 feet to the place of beginning and containing .158 acres of land subject to easements of record.

Parcel No: 26-09-02-0404

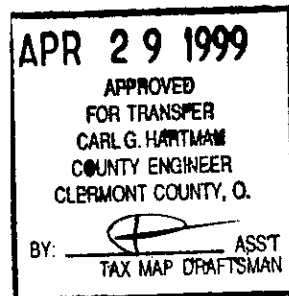
Being the same property conveyed to the Grantor herein by instrument recorded in August of 1991 in Book 117, Page 362 in the Clermont County, Ohio records.

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.

All real estate taxes assessments shall be prorated as of the execution of this deed.

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.



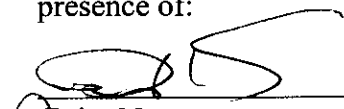
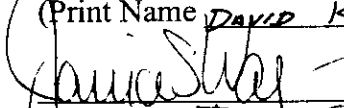
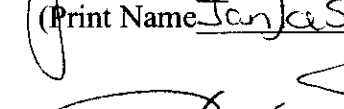
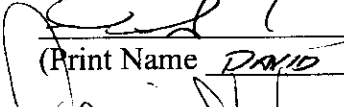
BK. PG. PAR
26-09-02-0404


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 Maria Donell and Tina Collins, have hereunto set their hands this 19th day of April, in the year of our Lord one thousand nine hundred and ninety-nine (1999).

Signed and acknowledged in the presence of:

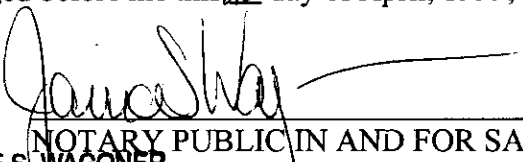

(Print Name DAVID KENNEDY)

(Print Name Janice S Wagoner)

(Print Name DAVID KENNEDY)

(Print Name Janice S Wagoner)


Maria Donell


TINA COLLINS

STATE OF OHIO,)
)
COUNTY OF CLERMONT) SS:

The foregoing instrument was acknowledged before me this 20 day of April, 1999, by Maria Donell and Tina Collins.


NOTARY PUBLIC IN AND FOR SAID
JANICE S. WAGONER
Notary Public, State of Ohio
My Commission Expires
October 12, 2003

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

9900019575
Filed for Record in
CLERMONT COUNTY, OH
CAROLYN GREEN
On 05-07-1999 At 02:20 pm.
DEED 18.00
Book OR Vol. 1198 Pg. 2073 - 2075