

20-32345

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GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: Instrument Book Page
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* fka Sandra Massey
That, Sandra Massey-Ashba, a married woman, whose husband is Jeff Ashba, of New Richmond, Clermont County, hereafter, for the sake of convenience, known 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** with general warranty covenants 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:

Situate in the Township of Ohio, County of Clermont, State of Ohio in the Village of New Richmond, and being more particularly described as follows:

Being Lots numbers 264, 265, and 266, for a more particular description of which reference is hereby made to the recorded plat of said Village.

Being the same property conveyed to the Grantor herein by instrument recorded in official Record Book 265, page 791 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 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 to the heirs, assigns and assigns forever.

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

Filed in the office of
LINDA L. FRALEY
CLERMONT COUNTY AUDITOR
Date: 11/10/99
By: [Signature] Deputy Auditor

NOV 10 1999
APPROVED
FOR TRANSFER
CARL G. HARTMAN
COUNTY ENGINEER
CLERMONT COUNTY, O.
BY: [Signature]

26 BK. 69 PG 09, PAR. 265, 266,

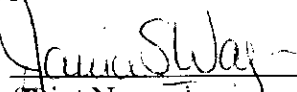
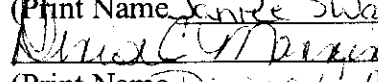
This conveyance has been examined and the Grantor has complied with Section 319.02 of the Revised Code.
FEE \$
EXEMPT
LINDA L. FRALEY, County Auditor


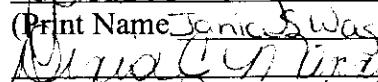
shall run with the land in perpetuity. Any structures built on the real property in compliance with these restrictions shall be flood proofed or elevated to the base flood elevation plus one foot of free board.

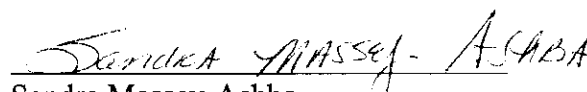
And the Grantor, for himself and for his heirs, successors and assigns, executors and administrators, does hereby **COVENANT** with the said Grantee, its successors and assigns, that he is the true and lawful owner of the said premises and has full power to convey the same and that the title so conveyed 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 Sandra Massey-Ashba and Jeff Ashba* hereunto set their hands this 9th day of November, in the year of our Lord one thousand nine hundred and ninety-nine (1999).

Signed and acknowledged in the presence of:


(Print Name Janice S. Wagoner)

(Print Name Denise C. Manning)


(Print Name Janice S. Wagoner)

(Print Name Denise C. Manning)


Sandra Massey-Ashba


Jeff Ashba

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

The foregoing instrument was acknowledged before me this 3rd day of November, 1999, by Sandra Massey-Ashba and Jeff Ashba, husband and wife, who appeared personally before me.

JANICE S. WAGONER
Notary Public, State of Ohio
My Commission Expires
October 12, 2003

Janice S. Wagoner
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

*Jeff Ashba is executing this deed solely to release any curtesy interest he may have in the property.

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

199900045819
Filed for Record in
CLERMONT COUNTY, OH
CAROLYN GREEN
On 11-10-1999 At 03:32 pm.
DEED 18.00
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