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APPROVAL—CERTIFICATE OF TITLE, ETC., TO LAND IN  
GREEN TOWNSHIP, SUMMIT COUNTY, OHIO—NELSON  
H. CARMANY AND ELTA M. CARMANY.

COLUMBUS, OHIO, December 24, 1936.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus,  
Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval a certificate of title, warranty deed and contract encumbrance record No. 14, relating to the purchase of a tract of land now owned of record by Nelson H. Carmany and Elta M. Carmany, which tract of land is situated in Green Township, Summit County, Ohio, is a part of the southwest quarter of Section 19, Township 12, Range 9, and is more particularly described as follows:

Beginning at an iron pin set in the center line of South Main Street Road and on the west line of Section No. 19, said pin being S. 6° 55' 30" W. five hundred twenty and no hundredths (520.00) feet measured along the west line of Section No. 19, from the northwest corner of the southwest quarter of said Section; thence along K. & E. Haskins' line S. 83° 11' 40" E. eight hundred fifty-eight and sixty-four hundredths (858.64) feet to Haskins' southeast corner; thence along Haskins' east line N. 2° 40' 29" E. five hundred twenty-one and thirty-five hundredths (521.35) feet to the north line of the southwest quarter of Section No. 19; thence along said north line S. 83° 11' 40" E. eleven hundred forty and twenty hundredths (1140.20) feet to Isaac Rohrer's northwest corner; thence along Rohrer's west line S. 6° 55' 25" W. twenty-four hundred seventy-five and no hundredths (2475.00) feet to the center line of the Clinton-Greensburg Road; thence along said center line S. 85° 44' 40" W. twenty and thirty-eight hundredths (20.38) feet to Ralph Carmany's southeast corner; thence along Ralph Carmany's east line parallel to and twenty and no hundredths (20.00) feet west of Rohrer's west line N. 6° 55' 25" E. three hundred eighty and no hundredths (380.00) feet; thence along Ralph and Harold Carmany's north line N. 83° 04' 35" W. six hundred eighteen and no hundredths (618.00) feet to Harold Carmany's northwest corner; thence along Harold Carmany's west line S. 6° 55' 25" W.

four hundred ninety and thirteen hundredths (490.13) feet to the center line of the Clinton-Greensburg Road; thence along the center line of the Clinton-Greensburg Road N.  $83^{\circ} 44' 55''$  W. thirteen hundred twenty-two and thirty-nine hundredths (1322.39) feet to a pin set in the center line of South Main Street Road and the west line of Section No. 19; thence along the west line of Section No. 19 and the center line of South Main Street Road N.  $6^{\circ} 55' 30''$  E. twenty hundred eighty and fifty-nine hundredths (2080.59) feet to the place of beginning and containing ninety-nine and sixty-eight hundredths (99.68) acres of land.

Excepting, however, from the above described tract a strip of land sixty (60) feet wide, the center line of which is the located line of the C. M. & A. R. R., said located line crosses the north line of the Grantor's farm and north line of the southwest quarter of Section No. 19, S.  $83^{\circ} 11' 40''$  E. eight hundred fifty (850) feet from the northwest corner of the southwest quarter of Section No. 19 and runs S.  $2^{\circ} 40' 29''$  W. twenty-five hundred ninety-seven and twenty-four hundredths (2597.24) feet to the center line of the Clinton-Greensburg Road and contains three and fifty-eight hundredths (3.58) acres of land, leaving the land intended to be conveyed to the State of Ohio by Nelson Carmany as ninety-six and ten hundredths (96.10) acres as surveyed May 29, 1936 by Francis Stafford.

Upon examination of the certificate of title above referred to, which certificate of title is one executed by The Northern Ohio Guarantee Title Company under date of March 23, 1936, I find that as of said date Nelson H. Carmany and Elta M. Carmany had a good indefeasible fee simple title to the above described tract of land and that as of said date the same was free and clear of all liens and encumbrances other than those hereinafter mentioned which are here noted as exceptions to the title in and by which Nelson H. Carmany and Elta M. Carmany now own and hold this land:

1. On August 13, 1924, Nelson H. Carmany and Elta M. Carmany, being then as now the owners of the above described property, executed an oil and gas lease on this property to The East Ohio Gas Company for a term of twenty years and for so much longer as oil or gas or their constituents might be found on the property. I do not have any information either from the certificate of title or otherwise with respect to developments for oil and gas, if any, carried on by The East Ohio Gas Company under this lease. In any view, as to this question, how-

ever, the lease is a present encumbrance upon the property and will have to be reckoned with in connection with the use of this property as a part of the Nimisila Creek Basin Reservoir improvement.

2. On December 2, 1931, Nelson H. Carmany and Elta M. Carmany, his wife, executed an instrument, apparently in proper form, in and by which there was granted to The Ohio Bell Telephone Company the right to erect telephone and telegraph lines along the east side of South Main Street Extension and upon a line determined by the Department of Highways of the state of Ohio. I am not advised as to whether any telephone or telegraph lines, together with their necessary appurtenances, have been constructed under said easement or not. In any view, however, the easement for this purpose thus granted to The Ohio Bell Telephone Company is an encumbrance upon this property.

3. It appears from the certificate of title that an assessment was levied upon the property above described for the improvement of South Main Street, which assessment was made payable in semiannual installments of \$127.62 each, beginning December 20, 1926, and ending June 20, 1936. It appears further that installments of said assessment for years prior to the year 1934, amounting to \$536.00, are unpaid and are a lien upon the property. It likewise appears that the installment for the first half of the year 1934, amounting to the sum of \$127.62, is unpaid and delinquent and on this installment a penalty of \$12.76 has been assessed. The assessment for the last half of the year 1934, amounting to \$127.62, is likewise unpaid and delinquent and this installment is subject to a ten percent penalty. It further appears that the assessment installments for the year 1935 and thereafter are unpaid. Inasmuch as the whole assessment levied on this property for the improvement of South Main Street is a lien on the property to the extent of the semiannual installments thereof which have not been paid, it is suggested that a check be made in the office of the Treasurer of Summit County to determine the amount of money remaining unpaid upon this assessment, together with penalties accruing on delinquent installments. And that arrangements be made for the payment and satisfaction of this assessment before the transaction for the purchase of this property is closed.

4. It appears from the certificate of title that the general taxes on this property for the year 1934 are paid and I assume from this that the taxes for prior years have likewise been paid. It appears that the taxes on the property for the year 1935 are unpaid and are a lien upon the property and the same is true with respect to the undetermined taxes on the property for the year 1936. The amount of these taxes is not stated in the certificate of title and it is suggested that the amount of these taxes be ascertained and that provision be made for the payment of the same prior to or as a part of the transaction for the purchase of this property.

In this connection, it is noted that the certificate of title submitted to me was executed under date of March 23, 1936. In view of this fact, it is suggested that you have a further examination of the title to this property made to ascertain whether any conveyances or mortgages have been executed affecting the property here under consideration or whether any liens or other encumbrances have been filed or placed thereon during the period of time which has elapsed since the certificate of title was executed on the date above noted. I have examined the warranty deed which has been tendered to the state of Ohio by Nelson H. Carmany and Elta M. Carmany and find that the same has been properly executed and acknowledged by said grantors and that the form of this deed is such that the same on delivery will be effective to convey this property to the state of Ohio by fee simple title free and clear of the respective dower interests of said grantors and with a covenant of warranty that the property is free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 14, which has been submitted as a part of the files relating to the purchase of this property, has been properly executed and the same shows a sufficient unencumbered balance in the appropriation account to the credit of your department for the purchase of lands in connection with the construction of the Nimisila Creek Basin Reservoir to pay the purchase price of the above described property, which purchase price is the sum of \$16,400.00. It is further noted in this connection from the recitals contained in said contract encumbrance record that the purchase of this property has been approved by the Controlling Board as provided by law.

Subject to the exceptions and suggestions above noted, I hereby approve the title in and by which Nelson H. Carmany and Elta M. Carmany own and hold the above described tract of land and I likewise approve the deed and contract encumbrance record submitted to me. I herewith return to you the certificate of title and other files submitted to me.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*