

1771.

APPROVAL—ABSTRACT OF TITLE AND WARRANTY DEED,  
PARCEL OF LAND, JOHNSON TOWNSHIP, CHAMPAIGN  
COUNTY, OHIO, AS DESCRIBED, ACQUIRED AS A GIFT  
OR DONATION FROM GUY PUTNAM AND ELLA PUT-  
NAM, FOR USE AS A SITE FOR A DAM, PART OF KISER  
LAKE PROJECT IN CHAMPAIGN COUNTY.

COLUMBUS, OHIO, January 17, 1938.

HON. L. WOODDELL, *Conservation Commissioner, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit to me for my examination and approval a short abstract of title and a warranty deed relating to a parcel of land situated in the northeast quarter of Section 28, Johnson Township, Champaign County, Ohio, which is more fully described as follows:

Beginning at a point in the common corners of the old Emma R. Mahan property, Henry Evans, and Guy Putnam, grantor; said point being in the center line of State Route 69; thence running S.  $0^{\circ} 19' E.$  along said center line a distance of one hundred feet (100.00') to a point in said center line, said point being also in the property line between the grantor and the old Mahan property; thence S.  $89^{\circ} 13' W.$  100 feet from and parallel with the north property line of the grantor a distance of three hundred eightyone feet (381') more or less to a point in the center line of Mosquito Creek; thence N.  $15^{\circ} 59' W.$  along the center line of said creek a distance of one hundred three and sixty-three one hundredths feet (103.63') more or less to a point in the center line of Mosquito Creek and also in the property line between the grantor and Henry Evans; thence N.  $89^{\circ} 13' E.$  along said property line a distance of four hundred nine feet (409') more or less to the place of beginning, containing nine hundred seven thousandths (0.907) acres more or less and subject to all legal highways.

Upon examination of the abstract of title submitted to me, I find that Guy Putnam, the owner of record of the above described parcel of land, has a good merchantable title to this property and that he owns and holds the same free and clear of all encumbrances except the taxes on the property for the year 1937, the amount of which is not stated in the abstract but which can be only the segregated portion of the total

amount of taxes for the year upon the 63-acre tract of land of which this parcel is a part.

From the abstract of title, it appears that Guy Putnam, as the owner of the 63-acre tract of land which includes the small parcel of land here in question, has heretofore granted a number of easements which are encumbrances on the 63-acre tract of land or on some part thereof; although, by reason of the want of a plat of this property, I am unable to say from my examination of the abstract of title submitted that any of these easements here referred to are encumbrances on the particular parcel of land here in question or that they will in any way affect the use which you desire to make of this particular property in connection with the Kiser Lake Project. The first of these easements above referred to is one executed by Guy Putnam and wife to the State of Ohio under date of December 18, 1931, in and by which the State of Ohio was granted a right of way for public highway and road purposes in and over a certain portion of the 63-acre tract of land above referred to. As before stated, without the help of an accurate plat or blue print of this property showing its situation with reference to the remainder of this 63-acre tract of land and to the smaller parcel of land covered by this easement for public highway purposes, I am unable to say whether this easement is an encumbrance upon the parcel of land above described and whether your use of this property for the purpose intended will in any way be affected by this easement.

The same can be said with respect to a contract or agreement entered into by and between Guy Putnam and the Department of Highways under said date of December 18, 1931, in which a small parcel was given over to the Department of Highways by Guy Putnam for use in effecting a change in the channel of a certain stream in connection with a then proposed road improvement. In this connection, it further appears that on the same day, to wit, December 18, 1931, Guy Putnam and wife granted to the State of Ohio another easement for public highway and road purposes covering a certain parcel of land set out in the abstract. As to this easement and to those above referred to, it is suggested that you make a check of the same either with the help of an accurate plat of this 63-acre tract of land owned by Guy Putnam and of the highway and channel improvements above mentioned so that you may be able to determine as a matter of fact whether or not these easements and the agreement above noted for the use of certain parcels of land in connection with this channel improvement in any way affect the .907-acre tract of land which the Conservation Council by this transaction is purchasing in connection with the Kiser Lake Project.

Moreover, I find from the abstract of title that under date of November 11, 1935, Guy Putnam granted to the Farm Bureau Rural Electrification Cooperative, Inc., a perpetual right and easement to erect and

maintain electric lines consisting of conduits, cables, poles, wires and other appliances on and over the 63-acre tract of land owned by Guy Putnam with the provision stated in the instrument in and by which this right of way was granted that the same should be along the west side of State Route No. 69 road as now or hereafter located "within ten feet of the highway limit and/or not more than ten feet off the highway limits."

On April 14, 1936, Guy Putnam and wife executed to the Farm Bureau Rural Electrification Cooperative, Inc., another easement of right of way for the construction of conduits, cables, poles, wires and other distributing appliances upon and over said property with the provision stated in the instrument granting the right of way that the same should be along the east and north side of the Putnam 58 road as now or hereafter located "within 10 feet of highway limit and/or not more than 10 feet off highway limit." It appears that both of these easements were later assigned by the Farm Bureau Rural Electrification Cooperative, Inc., to the Pioneer Rural Electric Cooperative, Inc., which last named corporation now owns and holds these easements for the purposes above stated. As with respect to the easements and contract first above referred to, you should make a careful check of that part of the lands of Guy Putnam affected by these easements granted to the Farm Bureau Electrification Cooperative, Inc., and now held by the Pioneer Rural Electric Cooperative, Inc., for the purpose of determining whether such easements in any way touch or otherwise affect the proposed use of the property which is being purchased of Guy Putnam as a part of the Kiser Lake Project.

Upon examination of the warranty deed granted by Guy Putnam and Ella Putnam, his wife, I find that this deed has been properly executed and acknowledged by said grantors and that the form of this deed is such that the same is legally sufficient to convey the above described property to the State Ohio by fee simple title with a covenant of warranty that this property is free and clear of all encumbrances whatsoever.

It appears that this property is being acquired by the Conservation Council for and in the name of the State of Ohio under the authority conferred upon such Conservation Council by Section 472, General Code. It further appears that so far as the State of Ohio and the Conservation Council are concerned, this property is being acquired as a gift or donation for use as a site for a dam which will constitute a part of the Kiser Lake Project in Champaign County. In this situation, no contract encumbrance record is necessary and likewise, of course, no action of the Controlling Board with respect to the acquisition of this property is required. With the observations above named, I am herewith returning

said abstract of title and warranty deed for your further attention in closing the transaction for the acquisition of this property.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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APPROVAL—CONTRACT STATE OF OHIO THROUGH DEPARTMENT OF PUBLIC WORKS, FOR BOARD OF TRUSTEES, OHIO STATE UNIVERSITY, WITH TRAPP-CARROLL COMPANY, COLUMBUS, OHIO, GENERAL CONTRACT, RADIO TOWER, STATION W.O.S.U., OHIO STATE UNIVERSITY, TOTAL EXPENDITURE \$6,677.00.

COLUMBUS, OHIO, January 17, 1938.

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

DEAR SIR: You have submitted for my approval a contract by and between Trapp-Carroll Company of Columbus, Ohio, and the State of Ohio, acting by the Department of Public Works, for the Board of Trustees of the Ohio State University, for the construction and completion of General Contract as set forth in the General Conditions of the specifications for Radio Tower, Station W.O.S.U., Ohio State University, and as covered by the form of proposal dated December 17, 1937, which contract calls for the total expenditure of six thousand six hundred and seventy-seven dollars (\$6,677.00).

You have also submitted the following papers and documents in this connection: Encumbrance estimate No. 12, dated January 3, 1938, the estimate of cost, the division of contract, the notice to bidders, the proof of publication, workmen's compensation certificate showing the contractor having complied with the laws of Ohio relating to compensation, the form of proposal containing the contract bond signed by the United States Guarantee Company, its power of attorney for the signer, its financial statement and its certificate of compliance with the laws of Ohio relating to surety companies, letter of certification from the Auditor of State showing that the necessary papers and documents are on file in said office, and the tabulation of bids received on this project.

Finding said contract and bond in proper legal form, I have this