

erly executed in the manner required by law and there is shown thereby a sufficient unencumbered balance in the proper appropriation account to pay the purchase price of the above tract of land, which purchase price is the sum of \$1,644.02. It likewise appears from this contract encumbrance record that the Controlling Board has approved the purchase of this property and has released from the appropriation account the money necessary to purchase the same.

I am herewith enclosing the certificate of title and warranty deed above referred to with the suggestion that inasmuch as considerable time has elapsed since this certificate was made and executed by The Northern Ohio Guarantee Title Company, an additional check be made in the proper offices of Summit County, Ohio, to determine whether or not any liens or other encumbrances have become charged against this land since the date of such certification.

Respectfully,

JOHN W. BRICKER,
Attorney General.

6051.

APPROVAL—CERTIFICATE OF TITLE, ETC., TO LAND IN
GREEN TOWNSHIP, SUMMIT COUNTY, OHIO.

COLUMBUS, OHIO, September 9, 1936.

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

DEAR SIR: You have submitted for my examination and approval a certificate of title, warranty deed and contract encumbrance record No. 6, relating to the proposed purchase of a tract of land which is owned of record by one Lewis Swigart, in Green Township, Summit County, Ohio, which is being purchased in the name of the State of Ohio, for the use of your department in the construction of the Nimisila Creek Reservoir improvement. The tract of land above referred to, is more particularly described by metes and bounds as follows:

“Being a part of the southeast quarter of Section No. 30 of Green Township, Summit County, Ohio, and being more completely described as follows:

Beginning at a stone set in the center line of Christman Road and on the southeast corner of Section No. 30; thence

along the center line of Christman Road and the east line of Section No. 30 N. $6^{\circ} 45' 30''$ E. six hundred seventy-five and eighty-four hundredths (675.84) feet to a stake and the true place of beginning of the description of the property to be conveyed; thence along the north line of Steve Andrus' property N. $82^{\circ} 55' 10''$ W. eleven hundred seven and sixty-six hundredths (1107.66) feet to a point thirty-six and ninety-six hundredths (36.96) feet S. $82^{\circ} 55' 10''$ E. from a stone, thence N. $6^{\circ} 37' 00''$ E. one hundred fifty-seven and eight hundredths (157.08) feet; thence N. $82^{\circ} 55' 10''$ W. thirty-six and ninety-six hundredths (36.96) feet to a stake; thence N. $6^{\circ} 37' 00''$ E. one hundred fifty-eight and forty-nine hundredths (158.49) feet to a stone; thence N. $51^{\circ} 09' 10''$ E. eighty-four and forty hundredths (84.40) feet to Lilly Swigart's south line; thence along said south line S. $82^{\circ} 55' 10''$ E. ten hundred eighty-six and thirty-six hundredths (1086.36) feet to the center line of Christman Road; thence along the center line of Christman Road S. $6^{\circ} 45' 30''$ N. three hundred seventy-six and twenty hundredths (376.20) feet to the true place of beginning and containing nine and seventy-two hundredths (9.72) acres of land as surveyed by *Francis Stafford, May 28, 1936.*"

Upon examination of the certificate of title which was executed by The Northern Guarantee Title Company under date of March 26, 1936, I find that as of said date, Lewis Swigart had a good and indefeasible fee simple title to the above described tract of land, and that the same was free and clear of all encumbrances except the following, which are stated as exceptions to the title in and by which Lewis Swigart owns and holds this land:

(1) A right of way easement executed by Mary Myers, Isaac S. Myers, and Sarah K. Sours, to the East Ohio Gas Company under date of August 25, 1902. This is a right-of-way executed to said company granting to it the right to lay, maintain and operate in and upon the lands above described, two pipe lines for the transportation of gas. Nothing is shown in the certificate of title with respect to the operations of the company under the rights given to it by this instrument. If, as a matter of fact, pipe lines have been laid in and upon the premises you and your engineers in charge are in a position to know just how much if at all the presence of these pipes will interfere with the use that you expect to make of this land in connection with the project above referred to. In any event, this easement is an encumbrance upon the land.

(2) Under date of February 3, 1933, Lewis Swigart and Lilly

Swigart his wife, executed an oil and gas lease to the East Ohio Gas Company, in and by which said company was given the right to enter in and upon said premises, and to drill and operate for oil or gas and to build tanks, stations and other instruments needed in the production and transportation of gas produced on these premises. This oil and gas lease was one for a stated term of seven years and for so much longer as oil and gas are found on the premises. The certificate of title does not indicate whether or not the East Ohio Gas Company has commenced operations under this lease for the production of oil or gas, but in any event this oil and gas lease is an encumbrance upon the land.

(3) It appears from the certificate of title, that the taxes on this property for the year 1935, the amount of which is not stated, are unpaid, and are a lien upon the property. It likewise appears that the undetermined taxes for the year 1936 are unpaid and are a lien upon the property.

Upon examination of the warranty deed which has been tendered to the State of Ohio by the above named grantor, I find that the same has been properly executed and acknowledged by him and by his wife, Lilly Swigart. I further find that the form of this deed is such that it is legally sufficient to convey this property to the State of Ohio by full fee simple title, free and clear of the inchoate dower interest of Lilly Swigart as the wife of said grantor, with a covenant that the property is conveyed to the State of Ohio free from all encumbrances whatsoever. I assume from the fact that the deed contains this covenant that the grantor expects to pay the taxes which now stand as a lien against this property and expects further to secure a release of the right-of-way easement and oil and gas lease above referred to. In any event, it is clear that whatever adjustments are to be made by and between your department and the grantor with respect to these encumbrances, the same should be made before the transaction for the purchase of this property is closed by the execution and delivery of the warrant covering the purchase price of the property.

On examination of contract encumbrance record No. 6, I find that the same has been properly executed, and that there is shown thereby a sufficient unencumbered balance in the proper appropriation account to pay the purchase price of the above described property, which purchase price is the sum of \$1400.05. It further appears from his contract encumbrance record that the Controlling Board has approved the purchase of this property and has released from the appropriation account to the credit of your department the money necessary to pay the purchases price of this property in the amount above stated.

I am herewith returning to you the certificate of title, warranty deed and contract encumbrance record No. 6, above referred to, with the sug-

gestion that inasmuch as considerable time has elapsed since this certificate of title was made and executed, that a further check be made in the proper offices of Summit County, Ohio, for the purpose of ascertaining whether or not any other liens or encumbrances have been charged against this land since the certificate of title was executed on the date above mentioned.

Respectfully,

JOHN W. BRICKER,
Attorney General.

6052.

APPROVAL—CERTIFICATE OF TITLE TO LAND IN GREEN
TOWNSHIP, SUMMIT COUNTY, OHIO—LEWIS SWIGART.

COLUMBUS, OHIO, September 9, 1936.

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

DEAR SIR: You have submitted for my examination and approval a certificate of title, warranty deed, contract encumbrance record No. 6 and other files relating to the proposed purchase of a tract of 33.12 acres of land now owned of record by one Lewis Swigart in Green Township, Summit County, Ohio, which the state proposes to purchase as a part of the Nimisila Creek Reservoir project.

This tract of land, as the same has been surveyed for your department and as it appears in the deed tendered to the state by Lewis Swigart, as the grantor therein, is as follows:

Beginning at a stone set in the center line of Christman Road and on the southeast corner of Section No. 30; thence N. 6° 45' 30" E. along the center line of Christman Road and the east line of Section No. 30, ten hundred fifty two and four hundredths (1052.04) feet to a stake; thence along Lilly Swigart's south line N. 82° 55' 10" W. eleven hundred five and forty eight hundredths (1105.48) feet to a stake and the true place of beginning of the description of the property to be conveyed; thence N. 3° 49' 50" E. ten hundred ninety two and sixty three hundredths (1092.63) feet; thence N. 32° 04' 50" E. two hundred thirty one and no hundredths (231.00) feet; thence N. 5° 34' 50" E. forty-nine and fifty hundredths (49.50) feet; thence N. 62° 31' 30" W. seven hundred twenty-seven and