

Mayor pursuant to Ordinance No. 157B passed by the Council of the City of Delphos, Ohio, under date of July 13, 1937.

I am accordingly approving this lease as is evidenced by my approval endorsed upon the lease and upon the duplicate and triuplicate copies thereof, all of which are herewith returned to you.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

1116.

APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED,
AND CONTRACT ENCUMBRANCE RECORD RELATING
TO A TRACT OF LAND IN JOHNSON TOWNSHIP,
CHAMPAIGN COUNTY, OHIO.

COLUMBUS, OHIO, September 9, 1937.

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

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submitted for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 6 and other files relating to a tract of land which is owned of record by one Emma R. Mahan in Johnson Township, Champaign County, Ohio, which the Conservation Council has purchased as a part of the Kiser Lake project, under the authority conferred upon that body by the provisions of Section 472, General Code.

This tract of land, which is to be conveyed to the State of Ohio by warranty deed executed by Emma R. Mahan, a widow, subject to certain conditions therein stated, is more particularly described as follows:

Being a part of the North one-half of the Northwest One-Quarter of Section twenty-two and being a part of the 70.0 acre tract owned by grantor and described as follows: Beginning at the southwest corner of the 70.0 acre tract owned by grantor, said place of beginning being in the center of State Route No. 69 and also the Northwest corner of the 41.28 acre tract of land purchased by the State of Ohio from T. P. and L. Horney; thence North $0^{\circ} 19' W.$ 1108.31 feet with the center line of the State Route No. 69 to a point;

thence N. 89° 35' E. 295.20 feet with the township line to a point; thence S. 28° 12' E. 431.46 feet to a point; thence with a curve of a radius of 228.18 feet, tangent of 100.8 and an interior angle of 47° 40' to a point; thence S. 75° 52' E. 295.18 feet to a point; thence N. 28° 58' E. 248.28 feet to a point; thence S. 61° 02' E. 1705.03 feet to a point on the common east and west line between the Mahan and the old Horney farm; thence west 1869.45 feet to a point; thence N. 1° 22' W. 65.37 feet to a point; thence S 89° 56' W. 665.42 feet to the point of beginning, containing 34.48 acres, more or less.

Upon examination of this abstract of title, the last continuation of which is certified by the abstracter under date of August 16, 1937, I find that Emma R. Mahan has a good merchantable fee simple title to the above described tract of land and that she owns and holds the same free and clear of all encumbrances except the taxes on this property for the last half of the year 1936, as a part of a larger tract of seventy acres of land now owned and held by said Emma R. Mahan. The undetermined taxes on this property for the year 1937 are likewise a lien upon this property. In this connection, it is noted that the warranty deed tendered by Emma R. Mahan to the State contains an agreement on the part of said grantor to pay the taxes on this property "up to and including the payment due September 11, 1937." I assume, of course, that this refers to the taxes on the property for the last half of the year 1936. Unless provision is made for putting this property upon the tax exempt list as soon as the title thereto passes to the State of Ohio, some arrangement should be made for the payment of the segregated taxes on this tract of land for the year 1937, although as to this I assume that the lien of the State for these taxes will be merged in the larger title in and by which the State will hold this property on the close of this transaction and the delivery of the deed conveying the property to the State.

Upon examination of the warranty deed tendered by Emma R. Mahan, I find that said deed has been properly executed and acknowledged by said grantor and that the form of this deed is such as to convey the above described tract of land to the State by fee simple title subject to the conditions and reservations therein contained; all of which conditions and reservations, I assume, have been agreed upon by and between your department and said grantor.

Contract encumbrance record No. 6, which has been submitted as a part of the files relating to the purchase of the above described property, has been properly executed and the same shows a sufficient

balance in the appropriation account to the credit of your department for the purchase of this property, to pay the purchase price of the same, which purchase price is the sum of \$3800.00.

It likewise appears that the purchase of this property has been approved by the Controlling Board and that said Board by action duly taken under date of August 19, 1937, has made the necessary transfer of funds to the credit of your department to pay the purchase price of this property in the amount above stated.

I am herewith returning to you the abstract of title, warranty deed, contract encumbrance record and other files relating to the purchase of this property to the end that proper voucher may be issued by your department covering the purchase price of the property, which voucher, together with the files above referred to, should be submitted to the Auditor of State at the time the warrant is issued by him to pay for this property.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

1117.

APPROVAL—LEASE OF RESERVOIR LANDS EXECUTED
BY THE STATE OF OHIO TO FRED FORTMAN, OF
CELINA, OHIO.

COLUMBUS, OHIO, September 9, 1937.

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

DEAR SIR: You have submitted for my examination and approval a certain reservoir land lease in triplicate, executed by the State of Ohio through you as Conservation Commissioner to Fred Fortman of Celina, Ohio.

By this lease, which is one for a term of fifteen years and which provides for an annual rental of \$6.00, there is leased and demised to the lessee above named, the right to occupy and use for lawn, walkway and dock-landing purposes only, that portion of the State Reservoir property at Grand Lake or Lake St. Marys, that is included in the waterfront of Lot No. 11, of the Hoagland Addition, at the east side of Celina, Mercer County, Ohio.

Upon examination of this lease, I find that the same has been properly executed by you as Conservation Commissioner and by said