

sation, the form of proposal containing the contract bond signed by the Columbia Casualty 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, the recommendations of the State Architect, Director of Highways and Director of Public Works, letter of certification from the Auditor of State showing that the necessary papers and documents are on file in said office, Controlling Board release, and the tabulation of bids received on this project.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other documents submitted in this connection.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

2815.

EXAMINATION, ABSTRACT OF TITLE, CONTRACT, ETC.,
BETWEEN DEPARTMENT OF HIGHWAYS AND CO-
SHOCTON NATIONAL BANK, PARCEL OF LAND, TUSCA-
RAWAS TOWNSHIP, COSHOCTON COUNTY, OHIO.

COLUMBUS, OHIO, August 12, 1938.

HON. JOHN JASTER, JR., *Director, Department of Highways, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 1, and other files relating to the proposed purchase of a parcel of land which is owned of record by the Coshocton National Bank, of the city of Coshocton, Ohio, in Tuscarawas Township, Coshocton County, Ohio, which parcel of land is a part of lot No. 7, Third Quarter, Township 5, Range 6, and is more particularly described as follows:

“Beginning at a spike at the intersection of the center line of Brown’s Lane and the west Right of Way line of the P. C. C. & St. L. R. R. Thence N. 84° 28’ W. along the center line of Brown’s Lane 312.16 feet to a spike; thence N. 6° 00’ E. 430.0 feet to a stake; thence S. 84° 29’ E. 297.0 feet

to a stake in the west right of way line of The P. C. C. & St. L. R. R.; thence S. 9° 59' W. along the west right of way line of the P. C. C. & St. L. R. R. 430.0 feet to the point of beginning, and estimated to contain 3.00 acres more or less.

Being a part of the premises conveyed to The Coshocton National Bank by Clara K. Ogle by deed dated October 11, 1932, recorded in Vol. 129, Page 636."

Upon examination of the abstract of title submitted to me, which abstract is certified by the abstracter under date of July 5, 1938, I find that the Coshocton National Bank, a corporation under the laws of the United States, has a good and indefeasible fee simple title to the above described parcel of land, and that it owns and holds the same free and clear of all encumbrances except the undetermined taxes on the property for the year 1938, which are a lien on this property, and except two other encumbrances hereinafter noted. As to said taxes it appears that the Coshocton National Bank has deposited with the county treasurer of Coshocton County the sum of \$10.40 to pay the 1938 taxes on a ten acre tract of land of which the above described parcel is a part. No further attention need be paid to the taxes on this property in closing the transaction for the purchase of the same.

As a further encumbrance on this parcel of land it is noted that under date of March 11, 1936, the Coshocton National Bank executed to the Ohio Power Company an instrument in deed form in and by which the Coshocton National Bank, as the grantor therein, granted to the Ohio Power Company the right to erect and maintain power lines with the necessary poles and other equipment necessary for the purpose of transmitting electric energy on and across the ten acre tract of land above referred to, of which the three acre parcel of land above described is a part. Neither said abstract of title nor any of the other files submitted to me indicates what, if anything, was done by the Ohio Power Company with respect to the matter of constructing a power line in and upon this property pursuant to the easement therefor granted to it by the Coshocton National Bank. This is a matter for your investigation and determination as is likewise the question whether said power line, if constructed, on the property above described will in any wise interfere with the use which you desire to make of this property.

The same is true as to an easement granted by the Coshocton National Bank under date of September 9, 1933, to the Carnation Milk Sales Company. By this instrument the Coshocton National Bank granted to the Carnation Milk Sales Company a right of ease-

ment to lay, maintain, operate, re-lay and remove a line of sewer approximately 18 inches in diameter in and through the property here under investigation with the provision that such sewer should be buried at a depth of four feet or more. This easement is an encumbrance on the property although it is not at all probable that the same will interfere with the use which you desire to make of this property.

In addition to the foregoing, it appears from the abstract of title that an assessment in the sum of \$15.00 has been made against the ten acre tract of land owned by the Coshocton National Bank, which tract, as above noted includes the three acre parcel of land above described. This assessment is a lien and encumbrance upon the property here under investigation.

On examination of the warranty deed tendered by the Coshocton National Bank, I find that this deed has been properly executed and acknowledged by said grantor by and through its president and vice president and cashier. I further find that the form of this deed is such that the same is legally sufficient to convey the above described parcel of land to the State of Ohio by fee simple title, with a covenant, of warranty therein contained that this property is free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 1, which has been submitted to me as a part of the files relating to the purchase of this property has been properly executed and the same shows a sufficient balance in the appropriation account to the credit of your department to pay the purchase price of this property, which purchase price is the sum of \$1,400.00. It likewise appears from a recital contained in said contract encumbrance record as well as from a certificate over the signature of the president of the Controlling Board, that said board has approved the purchase of this property and has released from the appropriation account the money necessary to pay the purchase price thereof.

I am herewith returning to you said abstract of title, warranty deed, contract encumbrance record No. 1, and other files relating to the purchase of this property, for your further attention in closing the transaction for the purchase of this property.

Respectfully,

HERBERT S. DUFFY,

Attorney General.