

6053.

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

COLUMBUS, OHIO, September 10, 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. 7, relating to a tract of land in Green Township, Summit County, Ohio, which is being purchased by the state for the use of your department in the construction of the Nimisila Creek Reservoir. This tract of land, which is owned of record by one Lilly Swigart of said township and county, is more particularly described by metes and bounds as follows:

Being part of the northeast quarter and 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 on the southeast corner of the northeast quarter of Section No. 30; thence N. $6^{\circ} 56' 30''$ E. along the east line of the northeast quarter section, fifteen hundred nineteen and forty-hundredths (1519.40) feet to Charles Snyder's southeast corner; thence along Snyder's south line N. $82^{\circ} 49' 55''$ W. five hundred sixty-one and fifty-seven hundredths (561.57) feet to the embankment of an old mill race; thence along the old mill race S. $28^{\circ} 58' 30''$ W. two hundred seventy-eight and thirty-eight hundredths (278.38) feet; thence S. $78^{\circ} 43' 30''$ W. eighty-five and eighty-hundredths (85.80) feet; thence S. $62^{\circ} 13' 30''$ W. one hundred twenty-two and seventy-six hundredths (122.76) feet; thence S. $51^{\circ} 13' 30''$ W. eighty-six and forty-six hundredths (86.46) feet; thence S. $18^{\circ} 43' 30''$ W. fifty-two and fourteen-hundredths (52.14) feet; thence S. $4^{\circ} 13' 30''$ W. one hundred fifty-three and twelve-hundredths (153.12) feet; thence N. $85^{\circ} 31' 30''$ W. thirty-three and no hundredths (33.00) feet; thence S. $4^{\circ} 13' 30''$ W. sixty-six and no hundredths (66.00) feet; thence S. $85^{\circ} 31' 30''$ E. thirty-three and no hundredths (33.00) feet; thence S. $2^{\circ} 16' 30''$ E. one hundred six and twenty-hundredths (106.20) feet; thence S. $24^{\circ} 16' 30''$ E. one hundred sixteen and eighty-two hundredths (116.82) feet; thence S. $1^{\circ} 43' 30''$ W. seventy-five and ninety-hundredths (75.90) feet;

thence S. 8° 58' 30" W. one hundred seventy-three and fifty-eight hundredths (173.58) feet; thence S. 9° 46' 30" E. sixty-six and no hundredths (66.00) feet; thence S. 3° 13' 30" W. forty-five and fifty-four hundredths (45.54) feet; thence S. 22° 01' 30" E. one hundred seventy-two and ninety-two hundredths (172.92) feet; thence S. 18: 13' 30" W. sixty-nine and thirty-hundredths (69.30) feet; thence on a line parallel to and about fifty-three (53) feet north of the south line of the northeast quarter section N. 83° 01' 30" W. eight hundred thirty-five and no hundredths (835.00) feet; thence S. 4° 58' 30" W. one hundred seventeen and sixty-one hundredths (117.61) feet; thence S. 62° 31' 30" E. five hundred forty-two and ninety-eight hundredths (542.98) feet; thence S. 5° 34' 50" W. forty-nine and fifty-hundredths (49.50) feet; thence S. 32° 04' 50" W. two hundred thirty-one and no hundredths (231.00) feet; thence S. 3° 49' 50" W. ten hundred ninety-two and sixty-three hundredths (1092.63) feet to Lewis Swigart's north line; thence along Lewis Swigart's north line S. 82° 55' 10" E. eleven hundred five and forty-eight hundredths (1105.48) feet to the center line of Christman Road and the east line of the southeast quarter of section No. 30; thence along said east line N. 6° 45' 30" E. sixteen hundred six and fifty-five hundredths (1606.55) feet to the place of beginning and containing seventy-one and ninety-eight hundredths (71.98) acres of land as surveyed by Francis Stafford, May 28, 1936.

Upon examination of the certificate of title submitted to me, which was executed by The Northern Ohio Guarantee Title Company under date of March 28, 1936, I find that as of said date Lilly Swigart had a good indefeasible fee simple title to the above described property and that the same is free and clear of all encumbrances except the following:

1. Under date of February 3, 1935, Lilly Swigart, together with Lewis Swigart, her husband, executed an oil and gas lease to The East Ohio Gas Company in and by which there was granted and demised to said company the right to enter in and upon the above described premises and drill and operate thereon for oil or gas. By this instrument, there was also granted to said company the right to construct upon this property tanks, stations and other structures necessary in the production and transportation of gas. This lease was one for a term of seven years and for so much longer as oil or gas is found on said premises in paying quantities. Nothing is stated in the certificate of title submitted to me with respect to the operations, if any, of The East Ohio Gas Com-

pany under this lease. In any event, however, the lease is an encumbrance upon the premises.

2. The taxes on this property for the year 1933 are unpaid and are a lien upon the property. The undetermined taxes for the year 1936 are likewise unpaid and are a lien upon the property.

On examination of the warranty deed tendered by Lilly Swigart, I find that said deed has been properly executed and acknowledged by her and by her husband, Lewis Swigart. The form of this deed is such that the same is legally sufficient to convey the above described property to the State of Ohio by full fee simple title free and clear of the inchoate dower interest of Lewis Swigart, as the husband of Lilly Swigart. This deed as executed contains the covenant that the property thereby conveyed to the State of Ohio is free and clear of all encumbrances whatsoever. I assume from the fact that the deed contains the covenant above referred to that the grantor expects to pay the taxes which are now a lien upon the property and likewise expects to secure a cancellation of the oil and gas lease above mentioned. However this may be, it is clear that whatever adjustments are to be made with respect to these matters should be made before the transaction for the purchase of this property is closed by the delivery of the warrant covering the purchase price of the property.

Contract encumbrance record No. 7, 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 unencumbered balance in the proper appropriation account to pay the purchase price of this property, which purchase price is the sum of \$15,740.40. It further appears from this 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 purchase price of this land. I am herewith enclosing said certificate of title and warranty deed with the suggestion that inasmuch as considerable time has elapsed since the execution of the certificate of title a further check be made in the office of the recorder, clerk and sheriff of Summit County, Ohio, to see whether or not there has been any change in the title of the above described property or whether any other liens and encumbrances have been charged against the same since the execution of the certificate of title.

Respectfully,

JOHN W. BRICKER,
Attorney General.