

acquisition of this and other property needed in connection with the Kiser Lake Project. This action upon the part of the Conservation Council is authorized by Section 472, General Code, which, among other things, authorizes the Conservation Council, with the approval of the Attorney General, to acquire lands for newly constructed public parks and reservoirs. Inasmuch as this section in terms makes the purchase of this property subject to the approval of the Attorney General, such approval is hereby given as is evidenced by my endorsement to this effect on the warranty deed above referred to.

Subject only to the exception with respect to the taxes on this property for the year 1936, the title of John W. Kiser in and to this property is approved. I am likewise approving said warranty deed, contract encumbrance record No. 21 and other files relating to the purchase of this property, all of which, together with the abstract of title, are herewith returned to you for your further action in closing the transaction for the purchase of the property.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

349.

APPROVAL—WARRANTY DEED, CERTIFICATE OF TITLE,
ETC. RELATING TO LAND PURCHASED IN GREEN
TOWNSHIP, SUMMIT COUNTY, OHIO — NORTHERN
OHIO GUARANTEE TITLE COMPANY.

COLUMBUS, OHIO, March 30, 1937.

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

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval certificate of title No. 56,894 executed by The Northern Ohio Guarantee Title Company, Akron Ohio, under date of February 27, 1937, warranty deed and contract encumbrance record No. 19, all of which relate to the purchase of a parcel of land owned of record by one Ralph Carmany in Green Township, Summit County, Ohio. This parcel of land is a part of the southwest quarter of Section 19, in said township and is more particularly described by metes and bounds as follows:

Beginning at a stake on the southeast corner of the southwest quarter of Section No. 19; thence N. 7° 12' 25" E. along the center line of Nerhood Road three hundred fifty-eight and thirty-eight hundredths (358.38) feet to the center line of the Clinton-Greensburg Road; thence S. 85° 44' 40" W. along the center line of the Clinton-Greensburg Road eight hundred twenty four and fifty-nine hundredths (824.59) feet to a point on the road center line and the true place of beginning of the description of the property to be conveyed; thence N. 6° 55' 25" E. along a line parallel to and twenty and no hundredths (20.00) feet west of the east line of lands now or formerly owned by Nelson Carmany, three hundred eighty and no hundredths (380.00) feet to a stake; thence N. 83° 04' 35" W. three hundred twelve and no hundredths (312.00) feet to a stake on Harold Carmany's northeast corner; thence S. 6° 55' 25" W. four hundred forty-one and sixty-six hundredths (441.66) feet along the east line of lands owned by Harold Carmany to the center line of the Clinton-Greensburg Road; thence N. 85° 44' 40" E. along the center line of the Clinton-Greensburg Road three hundred eighteen and three hundredths (318.03) feet to the true place of beginning and containing two and ninety-four hundredths (2.94) acres of land as surveyed June 5, 1936, by Francis Stafford.

Upon examination of the certificate of title submitted to me, I find that Ralph Carmany has a good and indefeasible fee simple title to the above described parcel of land and that he owns and holds the same free and clear of all encumbrances except the following which are here noted as exceptions to the title in and by which he owns and holds this land:

1. On August 13, 1924, Nelson H. Carmany, who then owned a larger tract of one hundred and twelve acres, which included the parcel of land here in question, executed an oil and gas lease to The East Ohio Gas Company covering the whole of said 112-acre tract of land. This lease was one for a term of twenty years or so much longer as oil or gas or their constituents might be found in paying quantities on the premises. There is nothing in the certificate of title which shows whether there were any developments for oil or gas on this property. In any view, however, the lease is, apparently, now in full force and effect and is an encumbrance upon the property.

2. The taxes on this parcel of land for the year 1936, the amount of which is not stated in the certificate, are a lien upon the property.

The warranty deed which has been tendered to the State of Ohio

by said Ralph Carmany, who is unmarried, has been properly executed and acknowledged by him. It further appears from an examination of the deed and of its terms and provisions that said deed is legally sufficient to convey this tract of land, together with the appurtenances thereof, to the state by fee simple title with a covenant of warranty that the property is free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 19 has been properly executed and the same shows a balance in the appropriation account to the credit of your department for the purchase of this and of other lands in connection with the Nimisila Creek Basin Reservoir Project which is unencumbered for other purposes and which is sufficient in amount to pay the purchase price of this parcel of land, which purchase price is the sum of \$600.00.

It likewise appears by way of recital in this contract encumbrance record, as well as from other information at hand, that the purchase of this property has been approved by the Controlling Board and that the money necessary to pay the purchase price thereof has been released for this purpose by said Board.

Subject only to the exception above noted, I am hereby approving the title of Ralph Carmany in and to the parcel of land here in question; and I am likewise approving said warranty deed, contract encumbrance record No. 19 and other files relating to the purchase of this property, all of which, together with the certificate of title, are herewith returned to you for your further action in closing the transaction for the purchase of this property.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

350.

APPROVAL—WARRANTY DEED, CERTIFICATE OF TITLE,
ETC. OF J. H. SNEDEKER RELATING TO LAND IN GREEN
TOWNSHIP, SUMMIT COUNTY, OHIO, FOR THE NIMI-
SILA CREEK BASIN RESERVOIR PROJECT.

COLUMBUS, OHIO, March 30, 1937.

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

DEAR SIR: You recently submitted for my examination and approval