

3510.

APPROVAL, ABSTRACT OF TITLE, ETC., TO LAND IN HANOVER TOWNSHIP, ASHLAND COUNTY, OHIO, OWNED BY FRANK CHILDERS AND DORA CHILDERS, FOR USE OF OHIO AGRICULTURAL EXPERIMENT STATION.

COLUMBUS, OHIO, November 27, 1934.

HON. CARL E. STEEB, *Secretary, Board of Control, Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—You recently submitted for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 8 and Controlling Board Certificate relating to four certain tracts of land in Hanover Township, Ashland County, Ohio, which are owned of record by Frank Childers and Dora Childers and which the state proposes to purchase and acquire for the use of your department. The property here in question is more particularly described as follows:

*Parcel No. 1.* Being the North-east quarter of the North-east quarter of Section Seventeen (17), Township Nineteen (19), of Range Sixteen (16) containing Forty (40) acres of land more or less.

*Parcel No. 2.* Also a strip of land Twenty-Nine (29) rods wide off the east side of the North-West quarter of the North-east quarter of said section Seventeen (17), Township Nineteen (19), of Range Sixteen (16) containing  $14\frac{1}{2}$  acres of land more or less. And being further described as being all of  $14\frac{1}{2}$  acres lying immediately west of Tract No. 1 above described, 29 rods in width on the north and south thereof and 80 rods in length on the east and west thereof.

*Parcel No. 3.* Also a part of the South-east quarter of the North-east quarter of section Seventeen (17), Township Nineteen (19), Range Sixteen (16) and described as follows: Beginning at a point on the section line dividing Sections Nos. 16 and 17 where the same meets the north line of said south-east quarter of the north-east quarter of section 17; thence west along said north line Sixty (60) rods; thence in a southeasterly direction to the south line of said south-east quarter of the North-east quarter to a point Thirty-six (36) rods east of the west line of said south-east quarter; thence east along said south line Forty-Six (46) rods to the section line between sections 16 and 17; thence north along said section line to the place of beginning, and containing  $26\frac{1}{2}$  acres of land, more or less.

*Parcel No. 4.* Being the part lying north of State Road No. 97 of the east half of the North-east quarter of the south-east quarter of Section Seventeen (17), Township Nineteen (19), Range Sixteen (16) and described as follows: Beginning at a stone at the north-east corner of said quarter, thence west Forty (40) rods; thence South to the north line of State Road No. 97; thence east along the north line of said State Road No. 97 to the quarter section line; thence North along quarter section line to the place of beginning containing Ten (10) acres more or less; Excepting therefrom a tract of land in south-west corner beginning at said south-west corner and thence north Three (3) rods, thence east

parallel with the north line of State Road No. 97 a distance of 185 feet, thence south Three (3) rods to the north line of said Road; thence west 185 feet to the place of beginning.

Upon examination of the abstract of title submitted, I find that Frank Childers and Dora Childers, as tenants in common, having a good and indefeasible fee simple title to the above described parcels of land, and that the same are free and clear of all liens or other encumbrances except the following encumbrances which are here noted as exceptions to the title in and by which said Frank Childers and Dora Childers own and hold this property:

1. The taxes on each of the above described parcels of land for the year 1934, the amounts of which are undetermined, are a lien upon said several parcels of land.

2. Under date of November 21, 1913, one Cora Belle Maxwell, then the owner of the above described property, and her husband Alfred Maxwell joining with her in the instrument, executed an oil and gas lease to the Logan Natural Gas and Fuel Company for a term of ten (10) years "and so much longer thereafter as oil or gas is produced in paying quantities." This lease, which is apparently now owned by the Ohio Fuel Gas Company by assignment from the Logan Natural Gas and Fuel Company, is still in full force and effect by reason of the fact that there is a producing gas well on the premises and upon which the Ohio Fuel Gas Company is now paying to Frank Childers and Dora Childers, as the owners of this property, a certain stated annual royalty or rental. In this connection it is noted that in the deed which Frank Childers and Dora Childers have tendered to the state for the purpose of conveying to the state the property above described, said oil and gas lease is excepted from the covenant of title therein contained, and said Frank Childers and Dora Childers, as the grantors in said deed, reserve to themselves the royalty to be paid by the Ohio Fuel Gas Company on this well during the life of the well and that said grantors in said deed further reserve the free use of gas for domestic use as provided for in said lease.

3. On May 19, 1923, Frank Childers, as one of the owners of the property above described, conveyed to the Logan Gas Company an easement in the above described lands for the use of the same by said company for the purpose of laying therein a pipe line, with the right to maintain and operate the same. This easement is, of course, an encumbrance against this property.

4. On April 26, 1923, Frank Childers and Dora Childers conveyed to the East Ohio Gas Company an easement in the above described property by which said company was given the right to lay and maintain and operate a pipe line in and through said premises for the transportation of oil and gas. This easement is still in full force and effect and as such is an encumbrance on the title by which the property is now held.

5. On October 4, 1921, Frank Childers granted to the Buckeye Pipe Line Company an easement in the above described lands by which said Company was given the right to lay a pipe line in and through said lands and to maintain and operate the same, and to erect, maintain and operate a telegraph or telephone line along said pipe line. This easement is still in full force and effect and as such is an encumbrance on the property.

Each of the pipe line easements above mentioned are referred to in the deed tendered to the state by Frank Childers and Dora Childers and are therein excepted from the covenant of title, with the result that the state, upon the conveyance to it of the above described property by this deed, will take such

property subject to said easements. In this connection it is quite probable that the Board of Control of the Ohio Agricultural Experiment Station has been advised of the oil and gas lease and the pipe line easements above referred to, and has determined that these encumbrances will not interfere with the proposed use of this property by said department.

The abstract of title does not show any leases on this property, other than the oil and gas lease above noted, and there is nothing in the abstract to indicate that the lands here in question are occupied or possessed by any person or persons other than the owners. As to this you are advised, however, that if such lands are in the actual possession of any person or persons other than Frank Childers and Dora Childers, the owners of this property, the state upon the purchase and acquisition of this property will take the same subject to such rights, if any, as such occupants may have in the premises.

I have carefully examined the warranty deed which has been tendered to the state by Frank Childers and Dora Childers, as to the owners of this property and find that the same has been properly executed and acknowledged. I further find that the form of this deed is such that it is legally sufficient to convey this property by fee simple title to the State of Ohio free and clear of all encumbrances except the oil and gas lease and the pipe line easements above referred to.

From an examination of contract encumbrance record No. 8, which has been submitted as a part of the file relating to the purchase of the above described property, I find that the same has been properly executed and that there is shown to be a sufficient unencumbered balance in the proper appropriation account to pay the purchase price of the property above described, which purchase price is the sum of \$1900.00. I further find from a recital contained in said contract encumbrance record, as well as from a certificate of the Controlling Board, that said Board has approved the purchase of the above described lands and has released from the appropriation account the money necessary to pay the purchase price thereof.

I am herewith enclosing said abstract of title, warranty deed and encumbrance record. I am retaining the Controlling Board Certificate temporarily for use in my examination of the files submitted with respect to the proposed purchase of other lands for the use of your department.

Respectfully,  
JOHN W. BRICKER,  
*Attorney General.*

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3511.

DISAPPROVAL, CERTIFICATE OF INCORPORATION OF THE  
NORTHWESTERN OHIO MUTUAL PROTECTIVE ASSESSMENT  
INSURANCE ASSOCIATION.

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COLUMBUS, OHIO, November 27, 1934.

HON. GEORGE S. MYERS, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—I have examined the certificate of incorporation of The Northwestern Ohio Mutual Protective Assessment Insurance Association, which you have submitted to me for my approval.