

Division of Conservation in your department recently submitted for my examination and approval a reservoir land lease in triplicate, executed by the Conservation Commissioner to one F. G. Ketner of Columbus, Ohio. This lease is one for a term of fifteen years and provides for an annual rental of \$72.00, payable in semiannual installments of \$36.00 each, and, by its further terms, leases and demises to the lessee above named the right to occupy and use for cottage site and docklanding purposes a tract of reservoir property at Buckeye Lake, being in the County of Fairfield, State of Ohio, and situated in the southeast quarter of section 28, town 17, and range 18, and being that portion of the old South Fork Feeder, that is now abandoned and filled, and described as follows:

Beginning at the northeast corner of a lease originally granted to Mrs. Ella A. Harlow under date of April 7, 1931; said corner being also Station 1686÷00 of W. C. Row's survey of Buckeye Lake; thence west, 98 feet to the westerly line of the abandoned feeder; thence North 6° 30' West, 344 feet to a point; thence North 49° 39' West, 174 feet, more or less, to the south bank of the new channel of the Kirkersville Feeder; thence northeasterly along the said South Fork Feeder, 500 feet, more or less, to the mouth of said feeder; thence in a southwesterly direction 400 feet, more or less, to Station 1690÷20 of Row's survey; thence South 1° 27' West, 420 feet to the place of beginning and containing 1.8 acres of land, more or less.

Upon examination of this lease, I find that the same has been properly executed by the Conservation Commissioner and by F. G. Ketner, the lessee therein named. I also find, upon examination of the provisions of this lease and of the conditions and restrictions therein contained, that the same are in conformity with section 471 and other statutory enactments relating to reservoir land leases. I am accordingly approving this lease as to legality and form, as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

JOHN W. BRICKER,
Attorney General.

3611.

APPROVAL—RESERVOIR LAND LEASE AT BUCKEYE LAKE FOR THE RIGHT TO OCCUPY AND USE FOR COTTAGE SITE AND DOCKLANDING PURPOSES—J. LEE SNOOTS OF COLUMBUS, OHIO.

COLUMBUS, OHIO, December 11, 1934.

HON. EARL H. HANEFELD, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—The Chief of the Bureau of Inland Lakes and Parks of the Division of Conservation in your department, recently submitted for my examination and approval a reservoir land lease in triplicate, executed by the

Conservation Commissioner to one J. Lee Snoots of Columbus, Ohio. This lease is one for a term of fifteen years and provides for an annual rental of eighteen dollars and, by its further terms, leases and demises to the lessee above named the right to occupy and use for cottage site and docklanding purposes the inner slope and waterfront and the outer slope of the reservoir embankment back to the state ditch, that is included in Embankment Lot No. 23 (south half), south of Lakeside at Buckeye Lake, as laid out by the Ohio Canal Commission in 1905, and being part of the southeast quarter of section 21, town 17, range 18, Fairfield County, Ohio.

It appears that the lease here in question covers a part of the reservoir land included in a lease originally granted to W. C. Wharton and A. W. Orebaugh under date of August 13, 1919, and which by assignment and transfer became the property of the lessee above named.

Upon examination of this lease, I find that the same has been properly executed by the Conservation Commissioner and by J. Lee Snoots, the lessee therein named. I further find, upon examination of the provisions of this lease and of the conditions and restrictions therein contained, that they are in conformity with section 471 and other sections of the General Code relating to leases of this kind. However, I note in the lease one provision thereof stated in the form of a condition or restriction limiting the use of this property, which apparently does not express the intention of the parties to the lease. By this provision no buildings on the parcel of reservoir lands here in question shall be located nearer than six feet from the back and side lines of the lot, and twenty feet from the front line lot, "but this does not apply where there is a building already located on the property herein leased." Carrying out the manifest intention of the parties to this lease, the above quoted qualification of the restriction above referred to should be corrected so as to read: "but this does not apply as to a building already located on the property herein leased."

With the correction above suggested, this lease is hereby approved as to legality and form, as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

JOHN W. BRICKER,
Attorney General.

3612.

DEPUTY SHERIFF—AS NOTARY PUBLIC MAY NOTARIZE SHERIFF'S DEED.

SYLLABUS:

A deputy sheriff, who is a notary public, may certify to an acknowledgment of a deed executed by a sheriff in his official capacity.

COLUMBUS, OHIO, December 11, 1934.

HON. VERNON L. MARCHAL, *Prosecuting Attorney, Greenville, Ohio.*

DEAR SIR:—Your recent request for my opinion reads: