

3984.

APPROVAL, BONDS OF BROOKVILLE VILLAGE SCHOOL DISTRICT,
MONTGOMERY COUNTY, OHIO, \$14,877.48.

COLUMBUS, OHIO, February 27, 1935.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3985.

APPROVAL, CERTIFICATE OF TITLE, ETC. TO LAND IN MIFFLIN TOWNSHIP,
ASHLAND COUNTY, OHIO, IN CONNECTION WITH MUSKINGUM
WATERSHED CONSERVANCY DISTRICT.

COLUMBUS, OHIO, February 28, 1935.

*The Board of Directors of the Muskingum Watershed Conservancy District, New
Philadelphia, Ohio.*

GENTLEMEN:—You have submitted for my examination and approval a certificate of title, chain of title, warranty deed form, surveyor's certificate contract encumbrance record No. 15 and Controlling Board certificate, relating to the proposed purchase by the Muskingum Watershed Conservancy District of two tracts or parcels of land which are owned of record by one Roy Culler in Mifflin Township, Ashland County, Ohio, which parcels of land are more particularly described by metes and bounds as follows:

First Parcel:

A part of the southwest quarter of Section Twenty-five (25), Town Twenty-three (23) North, Range Seventeen (17) West of the Ohio River Survey; the lands hereby conveyed being included within the lines described as follows, to wit:

Beginning at the southwest corner of said Section Twenty-five (25); thence northerly along the west line of said Section 25, one hundred and seventy-three and twenty-five one-hundredths (173.25) feet; thence easterly and parallel with the south line of said Section 25, six hundred and sixty (660) feet; thence southerly and parallel with the west line of said Section 25, one hundred and fifty-six and seventy-five one-hundredths (156.75) feet; thence easterly and parallel with the south line of said Section 25, nine hundred and ninety (990) feet; thence southerly and parallel with the west line of said Section 25, sixteen and five tenths (16.5) feet to a point in the said south line of Section 25; and thence westerly along the said south line of Section 25, one thousand six hundred and fifty (1650) feet to the place of beginning; containing an area of three (3) acres, more or less.

Second Parcel:

A part of the east half of the northwest quarter of Section Thirty-six (36), Town Twenty-three (23) North, Range Seventeen (17) West of the Ohio River Survey; the lands hereby conveyed being included within the lines described as follows, to wit:

Beginning at a point at the northwest corner of the east half of the north west quarter of said Section Thirty-six (36); thence easterly along the north line of said Section 36, three hundred and thirty (330) feet; thence southerly and parallel with the west line of said east half of the northwest quarter of Section 36, six hundred and sixty (660) feet; thence westerly and parallel with the north line of said Section 36, three hundred and thirty (330) feet to a point in the west line of the said east half of the northwest quarter of Section 36; and thence northerly along the said west line, six hundred and sixty (660) feet to the place of beginning; containing an area of five (5) acres, more or less.

The two parcels above described being all of the lands owned by Roy Culler in the southwest quarter of said Section 25 and the east half of the northwest quarter of said Section 36, and containing a combined area of eight (8) acres, more or less, and being the same land described in deeds to Roy Culler from Rozena Beam, dated March 14, 1932, Deed Book 173, page 523 and from James Culler and Blanche Culler Jones and husband, dated January 29, 1935, Deed Book 180, page 36.

The certificate of title above referred to is over the signature of one Nettie Nulton, Title Attorney of the Conservancy District, and the same is supplemented by a report on the title to this property as the same appears in an abstract of title, which was likewise submitted to me in connection with my investigation of the title, in and by which Roy Culler owns and holds this property. From the examination thus made by me, I find that Roy Culler has a good merchantable fee simple title to the above described property, subject to the lien of the undetermined taxes on the property for the year 1934 and subject further to the following oil and gas leases and pipe line rights, to wit:

Oil and Gas Lease from Christian Berg to Logan Natural Gas & Fuel Co., dated August 18, 1905 on 5 acres, Sec. 36, recorded in Vol. 4, page 306, for 10 years or longer.

Oil and Gas lease from James & Blanche Culler, to Mifflin Oil & Gas Co., dated June 22, 1921, recorded in Vol. 24, page 379, on 360 acres, Mifflin Twp., for 20 years or longer. Assigned Dec. 21, 1921 to Mifflin Oil & Gas Co. by Frank Carr, whose connection with lease does not appear. Lessors' rights transferred: To Wood Products Co., and by it to Gotshall Manufacturing Co.;

Pipe line rights from James and Blanche Culler to the Ohio Fuel Supply Co., dated July 26, 1911, recorded in Lease Record 16, page 140, assigned to the Ohio Fuel Gas Co., Lease Record 26, page 387.

Pipe line rights from James and Blanche Culler to The Logan Natural Gas & Fuel Company, dated September 11, 1912, recorded in Lease Record 16, page 404, assigned to Logan Gas Co., L. R. 24, page 588, and to Ohio Fuel Gas Co., L. R. 29, page 448.

Pipe line rights from James and Blanche Culler to The Medina Gas & Fuel Co., dated October 21, 1912, recorded in Lease Record 16, page 370, assigned to Central Ohio Gas Co., L. R. 24, page 573, to Ohio Public Service, L. R. 23, page 552, to Ohio Fuel Gas Co., L. R. 29, page 42.

Pipe line rights from John Berg and Rosina Beam to Ashfield Development Co., dated March 10, 1924, L. R. 22, page 605.

In the history of this title, deed to John F. Berg contained a faulty description, but this is cured by a proper deed signed, executed and delivered, which deed is sub-

mitted with the abstracts. A small matter of \$5 inheritance tax has been taken care of by a deposit.

With the other files relating to the purchase of this property, you have submitted a deed form of a warranty deed to be executed by Roy Culler and Carrie Culler, his wife, for the purpose of conveying this property to the Muskingum Watershed Conservancy District, which is a body corporate and a political subdivision of the state of Ohio. Upon examination of the deed form submitted, I find that the form of this deed is such that the same, when it is properly executed and acknowledged by said Roy Culler and Carrie Culler, will be effective to convey the property here in question to the Muskingum Watershed Conservancy District by full fee simple title, free and clear of the inchoate dower interest of Carrie Culler, with a warranty that the property is free and clear of all encumbrances whatsoever.

As a part of the files relating to the purchase of the above described property, you have submitted to me contract encumbrance record No. 15. This instrument, which is executed upon the regular form used by state officers and departments in encumbering funds for the purpose of meeting contractual obligations of the State for the use of such officers or departments, is authenticated by the signatures of T. J. Haley and C. W. Ullom, acting pursuant to the authority of a resolution of the Board of Directors of the Muskingum Watershed Conservancy District. Although this resolution of the Board of Directors of said Conservancy District does not, of course, give to the persons above named the status of state officers or agents, or give them any authority to contract on behalf of the state of Ohio, their signatures on this contract encumbrance record do have the effect of authenticating the fact that the Muskingum Watershed Conservancy District has contracted for the purchase of the particular property therein described and afford a sufficient predicate to the certificate of the Director of Finance that there is a sufficient unencumbered balance to the credit of the Muskingum Watershed Conservancy District under the appropriation made to said Conservancy District in and by House Bill No. 61 enacted by the 90th General Assembly under date of April 7, 1934; all of which is contemplated by and is in accordance with the agreement entered into by and between the Controlling Board and the Board of Directors of said Conservancy District with respect to the expenditure of the moneys appropriated by said act for the uses and purposes of the Conservancy District.

In this view and for the purpose above stated, this contract encumbrance record has been properly executed and the same shows that there is a sufficient unencumbered balance in the appropriation account covered by the moneys released by the Board of Control to pay the purchase price of the real property here in question, which purchase price is the sum of \$500.00. In this connection, it is noted that under date of December 5, 1934, the Controlling Board released from this appropriation account an additional sum of \$100,000, which is an amount sufficient to cover the purchase price of the real property here in question and of all other tracts of land which have been submitted to this office for consideration.

Subject to the exceptions above noted, the title to the above described property, of Roy Culler, is approved, and the certificate of title, warranty deed, contract encumbrance record No. 15 and other files relating to this purchase are herewith enclosed for further appropriate action on your part and upon the part of the Auditor of State.

Respectfully,

JOHN W. BRICKER,
Attorney General.