

1286.

RESERVOIR LAND LEASES—STATE TO E. C. KATZMEYER, DESIGNATED LAND, SECTION 36, TOWN 6 SOUTH, RANGE 8 EAST, RUSSELLS POINT, LOGAN COUNTY — STATE TO G. A. AND LOTTIE STEPHENSON, PART SECTION 6, TOWN 7 SOUTH, RANGE 8 EAST, SOUTH OF HUNTSVILLE ROAD, LOGAN COUNTY, USE, EACH LESSEE, COTTAGE SITE AND GENERAL BUSINESS PURPOSES.

COLUMBUS, OHIO, October 11, 1939.

HON. DON G. WATERS, *Commissioner, Division of Conservation and Natural Resources, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval two reservoir land leases executed by the State of Ohio, through you as Commissioner, Division of Conservation and Natural Resources, to E. C. Katzmeyer of Russells Point, Ohio and G. A. and Lottie Stephenson of Lewistown, Ohio, by which there were leased and demised to the lessees therein named parcels of reservoir lands owned by the State at Indian Lake, Ohio.

The lease executed to E. C. Katzmeyer, Russells Point, Ohio, which lease is for a term of fifteen years and provides for an annual rental of \$152.00, is for permission to occupy and use for boat repair shop, general business and cottage site purposes, the first island east of the north end of what is known as "Russells Point," being in Section 36, Town 6 South, Range 8 East, Logan County, Ohio.

The lease executed to G. A. and Lottie Stephenson, Lewistown, Ohio which lease is for a term of fifteen years and provides for an annual rental of \$138.00, is for permission to use and occupy for cottage site, business and parking purposes, that portion of a certain twelve-acre lot of State property lying south of the Huntsville road and being part of Fractional Section 6, Town 7 South, Range 8 East, Logan County, Ohio.

Upon examination of the leases hereinabove referred to, I find that both of the same have been properly executed by you as Commissioner, Division of Conservation and Natural Resources and by the lessees therein named.

I further find, upon examination of the provisions of these leases and of the conditions and restrictions therein contained, that the same are in conformity with Section 471, General Code, under the authority of which these leases are executed, and with other statutory enactments relating to leases of this kind.

I am accordingly approving these leases, as to legality and form. as

is evidenced by my approval endorsed upon the leases and upon the duplicate and triplicate copies thereof, all of which are herewith inclosed.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

1287.

CANAL LAND LEASE—STATE TO VILLAGE OF NEWCOMERSTOWN, DESIGNATED PORTION, OHIO AND ERIE CANAL, OXFORD TOWNSHIP, TUSCARAWAS COUNTY, USE, ROADWAY, PARK AND RECREATIONAL PURPOSES.

COLUMBUS, OHIO, October 11, 1939.

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 a canal land lease executed by you as Superintendent of Public Works and as Director of said department, to the Village of Newcomerstown, Newcomerstown, Tuscarawas County, Ohio.

By this lease, which is one for fifteen years, and which provides for an annual rental of \$6.00, there is leased and demised to the lessee above named, the right to occupy and use for roadway, park and recreational purposes, that portion of the abandoned Ohio and Erie Canal property including the full width of the bed and banks thereof, located in Oxford Township, Tuscarawas County, Ohio, and described as follows:

“First Tract:

Beginning at Station 2908+00, of G. C. Silliman’s Survey of said canal property, and extending thence westerly with the lines of said canal property, fourteen hundred (1400’) feet, more or less, to Station 2922+00, of said survey.

“Second Tract:

Being a strip of Ohio Canal property, necessary for and incidental to the extension of West Canal Street in said village, lying between Station 2903+15 and Station 2908+00, of said survey, this portion being acquired by waiver to said village by the following lessees: George H. Lyons, May Morrison and L. H. Eagon, the same being made a part of this lease and attached hereto.”