

4963.

APPROVAL, BONDS OF WOODLAWN RURAL SCHOOL DISTRICT, HAMILTON COUNTY, OHIO, \$44,000.00.

COLUMBUS, OHIO, December 5, 1935.

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

4964.

APPROVAL, BONDS OF TOLEDO CITY SCHOOL DISTRICT, LUCAS COUNTY, OHIO, \$10,000.00.

COLUMBUS, OHIO, December 5, 1935.

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

4965.

APPROVAL, ABSTRACTS OF TITLE, ETC., TO LAND IN CENTER TOWNSHIP, AND BOWLING GREEN, WOOD COUNTY, OHIO—CHAMBER OF COMMERCE, BOWLING GREEN, OHIO.

COLUMBUS, OHIO, December 5, 1935.

HON. JOHN JASTER, JR., *Director, Department of Highways, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval abstracts of title, warranty deed, contract encumbrance record No. 1504, Controlling Board certificate and other files relating to the purchase by the state of Ohio of a tract of land owned of record by the Chamber of Commerce of the city of Bowling Green in Center Township, Wood County, Ohio, which tract of land is a part of the southwest quarter of Section 18, Town 5 North, Range 11 East, in Bowling Green, Wood County, Ohio, and which property, together with the reservations upon which the same is conveyed, is described and set out in the warranty deed in and by which this property is to be conveyed to the state of Ohio as follows:

Beginning at a point in the North Right of Way line of Poe Road, said point being 45.0 feet west of the center line of the Right of Way of the Toledo and Ohio Central Railroad, said point being also in the property line between the Chamber of Commerce of Bowling Green, Ohio, and the National Refining Company; thence N. 89° 50' W. a distance of 942.02 feet over and along the North Right of Way line of Poe Road to a point, said point being in the property line between the Chamber of Commerce of Bowling Green, Ohio, and the National Refining Company; thence N. 0° 49' 30" W. along said property line 519.98 feet to a point, said point being in the property line between the Chamber of Commerce of Bowling Green, Ohio, and Robert W. Brigham thence S. 89° 51' E. along said property line and also along said property line extended to the east through the lands of the Chamber of Commerce of Bowling Green, Ohio, 956.21 feet to a point in the West Right of Way line of the Toledo and Ohio Central Railroad; thence S. 0° 55' E. along said Right of Way line 369.98 feet to a point, said point being also in the property line between the Chamber of Commerce of Bowling Green, Ohio, and the National Refining Company; thence N. 89° 50' W. along said property line 15.0 feet to a point; thence S. 0° 55' E. along property line between the Chamber of Commerce of Bowling Green, Ohio, and the National Refining Company 150.0 feet to the place of beginning. A Total area of 11.36 acres.

Subject to the life estate held by Cyrus M. Young and Julia A. Young which they reserved in a certain deed dated the 15th day of November, 1935, and thereafter recorded in Volume 234, page 657 of Wood County record of Deeds, in and to the following described land which is a part of the real estate as above described and conveyed to the grantee:

Situated in the county, state and township aforesaid, and more particularly described as follows:

Beginning at a point in the North Right of Way line of Poe Road, said point being 45.0 feet west of the center line of the Right of Way of the Toledo and Ohio Central Railroad, said point being also in the property line between the Chamber of Commerce of Bowling Green, Ohio, and the National Refining Company; thence N. 89° 50' W. a distance of 171.39 feet over and along the North Right of Way line of Poe Road to a point; thence N. 0° 10' E. a distance of 275.0 feet to a point; thence S. 89° 50' E. a distance of 181.19 feet to a point in the West Right of Way line of the Toledo and Ohio Central Railroad; thence S. 0° 55' E. along said Right of Way line 125.05 feet to a point, said point being also in the property line between the Chamber of Commerce of Bowling Green, Ohio,

and the National Refining Company; thence N. 89° 50' W. along said property line 15.0 feet to a point; thence S. 0° 55' E. along property line between the Chamber of Commerce of Bowling Green, Ohio, and the National Refining Company 150.0 feet to the place of beginning. A total area of 1.11 acres.

The grantor, its successors and assigns, hereby reserves a strip of land 12 foot in width for the purpose of egress and ingress running in a Northerly direction from the Poe Road across the lands hereby conveyed to the lands which they now own just North of the tract herein conveyed, said location of this strip of land is to be determined by the grantee herein, its successors and assigns, at any time within thirty days after they are notified in writing by the grantee, its successors and assigns that they desire to have said easement or right of way located and determined as to its location.

Upon examination of the abstracts of title of two certain tracts of land comprised in the tract of land above described, which abstracts of title are certified by the abstracter under date of November 16, 1935, I find that the Chamber of Commerce of Bowling Green, Ohio, has a good and indefeasible fee simple title to the above described tract of land and that the same is free and clear of all encumbrances except the taxes on this property for the year 1935, the payment of which taxes has been provided for by a deposit with the County Treasurer of the estimated amount of such taxes, and except a reservation of a life estate to one Cyrus M. Young and to Julia A. Young, his wife, in a 1.11 acre tract of land included in the tract of land above described.

Upon examination of the warranty deed which has been tendered by the Chamber of Commerce of Bowling Green, Ohio, conveying this property to the state of Ohio, I find that said deed has been properly executed and acknowledged by said grantor by the hands of its President and its Secretary in the manner provided by law. I further find that the form of this deed is such that it is legally sufficient to convey this property to the state of Ohio by fee simple title with a covenant of warranty that the property is free and clear of all encumbrances whatsoever, subject, however, to the reservation of a life estate to Cyrus M. Young and to Julia A. Young, his wife, in the tract of land above referred to, and subject further to a reservation to the Chamber of Commerce, the grantor in said deed, of a right of way easement twelve feet in width across the above described tract of land and for the purpose of enabling said grantor to reach and make use of a tract of land owned by said grantor contiguous to and immediately north of the above described tract of land conveyed to the state of Ohio.

Contract encumbrance record No. 1504, which has been submitted to me as a part of the files relating to the purchase of this property, has been properly executed and the same shows a sufficient balance in the appropriation account

to the credit of the State Highway Department to pay the purchase price of this property which is therein stated to be in the sum of one dollar. It further appears from said contract encumbrance record, as well as from a certificate over the signature of the President of the Controlling Board, that said Board has approved the purchase of the above described property.

Subject to the exceptions herein noted with respect to the reservations above referred to, the title of the above described property, the abstracts relating thereto and the warranty deed conveying this property to the state of Ohio are hereby approved. In this connection, it may be observed that inasmuch as the conveyance of this property to the state of Ohio for the nominal consideration above noted is in substance and effect a gift of the property to the State for the use of your department, which gift the State, under the provisions of section 18, General Code, is authorized to receive by conveyance subject to reasonable reservations provided for in the deed of conveyance, the exceptions herein noted with respect to said reservations may be and hereby are waived.

I am, accordingly, returning to you with my approval said abstracts of title, warranty deed, contract encumbrance record No. 1504, Controlling Board certificate and other files relating to the purchase of this property.

Respectfully,

JOHN W. BRICKER,
Attorney General.

4966.

APPROVAL, CONTRACT FOR PLUMBING FOR PROJECT KNOWN AS COTTAGE, TOLEDO STATE HOSPITAL, TOLEDO, OHIO, \$7,340.00, STANDARD ACCIDENT INSURANCE COMPANY OF DETROIT, MICHIGAN, SURETY—HUFFMAN-WOLFE COMPANY, COLUMBUS, OHIO.

COLUMBUS, OHIO, December 6, 1935.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works for the Department of Public Welfare, and The Huffman-Wolfe Company of Columbus, Ohio. This contract covers the construction and completion of contract for Plumbing for a project known as Cottage, Toledo State Hospital, Toledo, Ohio, in accordance with Item No. 2 and Item No. 6 (Alt. P-2) of the form of proposal dated November 5, 1935. Said contract calls for an expenditure of seven thousand three hundred and forty dollars (\$7,340.00).