

6047.

APPROVAL — BONDS OF SEBRING EXEMPTED VILLAGE  
SCHOOL DISTRICT, MAHONING COUNTY, OHIO, \$36,-  
000.00.

COLUMBUS, OHIO, September 9, 1936.

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

6048.

---

APPROVAL — BONDS OF CITY OF EUCLID, CUYAHOGA  
COUNTY, OHIO, \$15,000.00.

COLUMBUS, OHIO, September 9, 1936.

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

6049.

---

APPROVAL — BONDS OF WADSWORTH CITY SCHOOL DIS-  
TRICT, MEDINA COUNTY, OHIO, \$6,000.00.

COLUMBUS, OHIO, September 9, 1936.

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

6050.

---

APPROVAL — CERTIFICATE OF TITLE, ETC., TO LAND IN  
GREEN TOWNSHIP, SUMMIT COUNTY, OHIO — LEWIS  
SWIGART.

COLUMBUS, OHIO, September 9, 1936.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus,  
Ohio.*

DEAR SIR: There have been submitted for my examination and approval certificate of title, a warranty deed, contract encumbrance record No. 6 and other files relating to the proposed purchase by the state

of Ohio of a tract of land in Green Township, Summit County, Ohio, which is being purchased by the state of Ohio in connection with the Nimisila Creek Reservoir improvement.

The tract of land above referred to is owned of record by one Lewis Swigart of said township and county and is more particularly described in the certificate of title as follows:

Situated in the Township of Green, County of Summit and State of Ohio and known as being a part of the North East Quarter of Section Number Thirty (30) in said Township bounded and described as follows: Beginning at the Southeast corner of the North East Quarter of Section Thirty (30); running due North on said Section line 1,420 feet; thence due West 1131.12 feet to the North East corner of lands once owned by Harvey Shutt to the place of beginning for the parcel hereby intended to be described; thence due South 1370.8 feet; thence due East 413 feet; thence North following on the embankment of an old abandoned mill-stream to a point 582 feet due East from the place of beginning; thence West 582.00 feet to the place of beginning; containing Eleven (11) acres of land, more or less hereby intended to be described surveyed by Mr. Bowers, be the same more or less but subject to all legal highways.

Upon examination of the certificate of title, which is signed by The Northern Ohio Guarantee Title Company under date of March 28, 1936, I find that of said date Lewis Swigart, the record owner, had a good and indefeasible fee simple title to the above described property and that the same is free and clear of all encumbrances except the following:

1. A right of way easement conveyed by Mary Myers, Isaac Myers and Sarah K. Sours to the East Ohio Gas Company under date of August 25, 1902, was and is for the purpose of permitting said company to lay, maintain and operate pipe lines for the transportation of gas through said lands and other lands then owned by the grantors who were predecessors in title of Lewis Swigart with respect to the land above described. Nothing is stated in the certificate of title with respect to any operations by the company under this easement. If, pursuant to the same, pipe lines have been laid down in and upon the above described property, you and your engineers in charge are in position to know to what extent, if any, the existence of these pipe lines will interfere with the use which the state expects to make of this property, in connection with the proposed improvement. In any event, the easement above referred to is an encumbrance upon the property.

2. Under date of February 3, 1933, Lewis Swigart, together with his wife, Lilly Swigart, executed an oil and gas lease to The East Ohio Gas Company. By this lease, which is one for a term of seven years and for so much longer as oil or gas is found in paying quantities, there is leased and demised to the company above named the right to enter in and upon the above described premises and drill and operate in and upon the same for oil or gas and to erect thereon tanks, stations and other structures as may be necessary in the production and transportation of gas or oil. The certificate of title does not indicate whether anything has been done by The East Ohio Gas Company under this lease with respect to the production of either oil or gas upon the premises. It is conceivable, however, that the rights which the company have under this lease if not released by them may interfere in a very substantial way with the proposed use of this property for reservoir purposes. As the same now stands, this oil and gas lease is an encumbrance upon the property.

3. It appears from the certificate of title that the taxes on this property for the year 1935, the amount of which is not stated, are unpaid and are a lien upon the property. It likewise appears that the undetermined taxes for the year 1936 are unpaid and are a lien upon the property.

I have examined the warranty deed which has been executed by Lewis Swigart and tendered by him to the state of Ohio. The deed has been properly executed and acknowledged by said Lewis Swigart and by Lilly Swigart, his wife. It further appears from an examination of this instrument, which describes the property conveyed by metes and bounds as the same has been recently surveyed by an engineer of your department, that the form of the deed is such that it is legally sufficient to convey the above described property to the state of Ohio by full fee simple title free and clear of the inchoate dower interest of Lilly Swigart, wife of Lewis Swigart, with a covenant that this property is free and clear of all encumbrances whatsoever. I assume from the existence of this covenant in the deed tendered to the state that it is the intention of the grantor to pay the taxes on this property and also to secure the release of the easement deed and oil and gas lease above referred to; for otherwise the grantor could hardly make a covenant of this kind in the deed which he tenders to the state. In any event, the matter of the payment of these taxes and the release of the other encumbrances above referred to are matters which should be adjusted by and between your department and the grantor before the transaction for the purchase of this property is closed.

Contract encumbrance record No. 6, which has been submitted as a part of the files relating to the purchase of this property, has been prop-

erly executed in the manner required by law and there is shown thereby a sufficient unencumbered balance in the proper appropriation account to pay the purchase price of the above tract of land, which purchase price is the sum of \$1,644.02. It likewise appears from this contract encumbrance record that the Controlling Board has approved the purchase of this property and has released from the appropriation account the money necessary to purchase the same.

I am herewith enclosing the certificate of title and warranty deed above referred to with the suggestion that inasmuch as considerable time has elapsed since this certificate was made and executed by The Northern Ohio Guarantee Title Company, an additional check be made in the proper offices of Summit County, Ohio, to determine whether or not any liens or other encumbrances have become charged against this land since the date of such certification.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*

---

6051.

APPROVAL—CERTIFICATE OF TITLE, ETC., TO LAND IN  
GREEN TOWNSHIP, SUMMIT COUNTY, OHIO.

COLUMBUS, OHIO, September 9, 1936.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio:*

DEAR SIR: You have submitted for my examination and approval a certificate of title, warranty deed and contract encumbrance record No. 6, relating to the proposed purchase of a tract of land which is owned of record by one Lewis Swigart, in Green Township, Summit County, Ohio, which is being purchased in the name of the State of Ohio, for the use of your department in the construction of the Nimisila Creek Reservoir improvement. The tract of land above referred to, is more particularly described by metes and bounds as follows:

“Being a part of the southeast quarter of Section No. 30 of Green Township, Summit County, Ohio, and being more completely described as follows:

Beginning at a stone set in the center line of Christman Road and on the southeast corner of Section No. 30; thence