

COPY

RE 46
Rev. AUG. 2007

TITLE REPORT

C/R/S	LUC 25-7.92
PARCEL	1
PID	85266
SJN	

INSTRUCTION:

- (1) R.C. 163.01 (C) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgement creditors, etc.
- (2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (II)(J) of its Real Estate Procedures Manual.

(1) FEE OR OTHER PRIMARY OWNERS

Name & Address	Marital Status (Spouse's Name)	Interest
Northern Indiana Railroad Company	N/A	Full Fee

Contact Information:

CSX
500 Water Street #15th
Jacksonville, FL 32202-4423
(904) 359-3200

Please refer to section #4 of the title report for further discussion regarding the history of the Railroad

For information regarding the canal lands-Ohio Department of Natural Resources Division of Engineering Real Estate Section, 2045 Morse Road, Building C-4, Columbus, OH 43229-6693 Jim Ankrom -Real Estate Project Manager (614) 265-7061 or Brian Mitchell Canal Real Estate Program Coordinator (614) 265-6388

(2) BRIEF DESCRIPTION OF SUBJECT PREMISES

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

PT River Tract #4 12 mile square reserve at the foot of the Rapids of Miami of Lake Erie, City of Toledo, Lucas County, State of Ohio.
Clause on deed "...subject however to the rights of way of the Public in any Public Road or Canal crossing over or upon said premises."

Deed Book volume 23 page 9 copy attached

PT River Tract #4 12 mile square reserve at the foot of the Rapids of Miami of Lake Erie, City of Toledo, Lucas County, State of Ohio

Deed Book volume 23 page 6 copy attached

APN 18-99038 it appears this APN is for an entire section of Railroad corridor.

It is believed the portion of the Wabash & Erie Canal that crosses the Railroad is located in River Tract #4 12 mile square reserve at the foot of the Rapids of Miami of Lake Erie, City of Toledo, Lucas County, State of Ohio.
Please see section #4 of the title report for further discussion of this matter.

This title was prepared for District 2 for the purposes of establishing who was at the site first, the State of Ohio or the Railroad.

(3-A) MORTGAGES, LIENS AND ENCUMBRANCES

Name & Address	Date Filed	Amount & Type of Lien
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None Noted

(3-B) LEASES

Name & Address	Commercial/Residential	Term
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None Noted

(3-C) **EASEMENTS**

Name & Address	Type
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None Noted

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

This title was prepared for District 2 for the purposes of establishing who was at the site first, the State of Ohio or the Railroad.

The Lucas County Auditor's Office does not have an APN or tax card for the Railroad corridor in question. Through a thorough search of Lucas County records, I was able to locate deeds to the Northern Indiana Railroad Company. This is the Railroad that currently passes under the Anthony Wayne Trail (aka SR 25) and is part of River Tract #4 12 mile square reserve at the foot of the Rapids of the Miami of Lake Erie. I have included two plat drawings. Plat Book volume 2-A page 37 recorded 7-10-1859, shows River Tracts. Plat Book volume 37 page 24, recorded 9-2-1890, is an assessors plat of River Tracts 3 & 4. This plat shows the Wabash & Erie Canal and the Lake Shore & Michigan Southern Railroad (FKA Northern Indiana Railroad Company). A copy of the Canal map traced on 10-24-1918 and obtained from the Ohio Department of Natural Resources map number M&E 002-48 copy attached shows the area in question as River Tract #4, with Lock #47 on the left side of the Wabash & Erie Canal.

The Northern Indiana Railroad Company obtained a charter from the State of Ohio on March 3, 1851. On July 8, 1853 the Northern Indiana Railroad Company of Ohio and Indiana consolidated into one company name, The Northern Indiana Railroad Company. The deeds for The Northern Indiana Railroad Company located in the subject area in question were signed in 1853. In 1855 The Michigan Southern Railroad consolidated with the Northern Indiana Railroad to become the Michigan Southern and Northern Indiana Railroad. In 1869 The Michigan Southern & Northern Indiana Railroad consolidated with the Lake Shore Railway, becoming the Lake Shore and Michigan Southern Railroad. Lake Shore & Michigan Southern Railroad consolidated with the New York Central Railroad, Inc., in 1915 to become New York Central System. 1968, New York Central System merged with the Pennsylvania Railroad, named the Pennsylvania New York Central Transportation Company, and later renamed the Penn Central Transportation Company. Penn Central filed for bankruptcy in 1970 and later reorganized as Conrail(1976). Conrail was acquired in 1997 by Norfolk Southern Corporation and CSX Corporation through a joint stock purchase. The Surface Transportation Board approved the agreement with Norfolk Southern acquiring 58% of assets, including approximately 6,000 miles of RR corridor and CSX receiving 42% of the assets with 3,600 miles of RR corridor of Conrail.

Ohio became a state in 1803, during the 1820's The United States Congress gave the State of Ohio approximately one million acres of Congress Lands to aid with the construction of canals throughout the State of Ohio. This grant became known as the Canal Lands. The section of canal lands in the subject area in question were purchased by the State of Indiana granted through an act of Congress entitled "*An act to grant a certain quantity of Land to the State of Indiana for the purpose of aiding said State in opening a Canal to connect the wates of the Wabash River with those of Lake Erie*", passed March 1827, which were by the State of Indiana, transferred to the State of Ohio, by a joint resolution of the General Assembly of the said State of Ohio, by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1834:... Indiana began construction on their section of the Wabash & Erie Canal in 1832, beginning in Fort Wayne, with the Canal being opened from the Wabash River to Lake Erie in 1843. A Congressional grant dated May 24, 1828 gave to Ohio 500,000 acres of land to be sold by the State at \$2.50 or more per acre for payment of the canal debt. This Congressional grant also conveyed back to Ohio all the grants of land within the limits of Ohio, made to Indiana in the aid of the Wabash & Erie Canal.

As Ohio was a land grant State it is believed there may not have been any deeds for the Canal Lands. I researched records from the late 1820's through 1880's and was unable to locate any deeds to the State of Ohio for the Canal Lands. Lucas County is a grantor/grantee index system and I researched records any way, any spelling and under various names. What I did locate in the grantor index was a series of deeds recorded, back to back, in 1837 from The State of Ohio to Oliver A. Morse. The deeds all have language in them regarding the Canal Lands and being an Act of Congress. The deed I believe to be in the subject area is known as "Lot number Four in Section number Three, in Township Number Nine South of Range Number Eight East containing Forty Seven, acres, and forty hundreths of an acre of Land more or less." The deed states: "...paid by Oliver A. Morse of Ohio to Timothy Griffith Receiver of Wabash and Erie Lands at Perrysburg O. for the purchase of the tract Land herein described...which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the state of Ohio, entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, location, sale and application of the proceeds of the sales of its lands "passed March 3d 1834: and the Resolution directing the public sales of Canal Lands to be held at certain places" passed 9th March, 1835.

I spoke to Brian Mitchell/ODNR Canal Real Estate Program Coordinator, I was explaining to Mr. Mitchell about the series of deeds I located from the State of Ohio to Oliver A. Morse and if these deeds could be excess land from the Canal. Mr. Mitchell said it was possible the deeds were excess lands. I inquired if ODNR had any records/information regarding the canal lands Mr. Mitchell told me I would get more information from the Ohio Historical Society as they may have surveyor's notes and information from the Canal Commission. I was in Columbus, OH on 3/29/2011, the Historical Society is only open Thursday thru Sunday. I did do an internet search of the Historical Society's website, canal lands and was able to obtain some information.

It appears there were no deeds to the State of Ohio for the canal lands, since Ohio was a land grant state. With the information I was able to obtain through Lucas County records and the Ohio Historical Society it appears the Wabash and Erie Canal was in place before the The Northern Indiana Railroad Company, as the Canal was opened in 1843 and the deeds I located for the Railroad were dated in 1853.

Also attached to this title report is a copy of a civil action case filed by the State of Ohio vs The L.S. and M.S. Ry. Co., in Franklin County, OH dated May 16, 1895 case #23521. It appears the property described in the civil case is not part of the subject area in question.

Attached to this title report are numerous supporting documents to aid with the information I obtained while completing this title report.

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Lucas Township: City of Toledo (Port Lawrence Township) School District: Toledo CSD

Table with 5 columns: AUD. PAR. NO(S), Land, Building, Total, Taxes. Row 1: 18-99038, \$-0-, \$-0-, \$-0-, \$-0-

Special Assessments: Lights Basic -Toledo -on 1st & 2nd half taxes -\$465.10/YR
Leaf & Snow Removal -Toledo -on 1st & 2nd half taxes -\$4,236.02/YR
Tree Maintenance -Toledo -on 1st & 2nd half taxes -\$536.96/YR

Special Assessments are delinquent 1st half not paid \$2,619.04 2nd half not paid \$2,619.04 penalty & interest \$261.91

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes: [] No: [X]
Comments:

This Title Report covers the time period from 7-19-1853; 7-23-1853; 8-10-1853 to 3-24-2011. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) 1 and presently standing in the name of The Northern Indiana Railroad Company as the same are entered upon the several public records of Lucas County, Ohio.

Date & Time March 24, 2011 4:30 PM (am/pm)

Signed [Handwritten Signature: Mary Lou Richards]

Print Name Mary Lou Richards

UPDATE TITLE BLOCK

This Title Report covers the time period from _____ to _____. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) _____ and presently standing in the name of _____ as the same are entered upon the several public records of _____.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update

bing

Maps

get directions
driving, walking, transit

view traffic
current traffic, traffic cameras

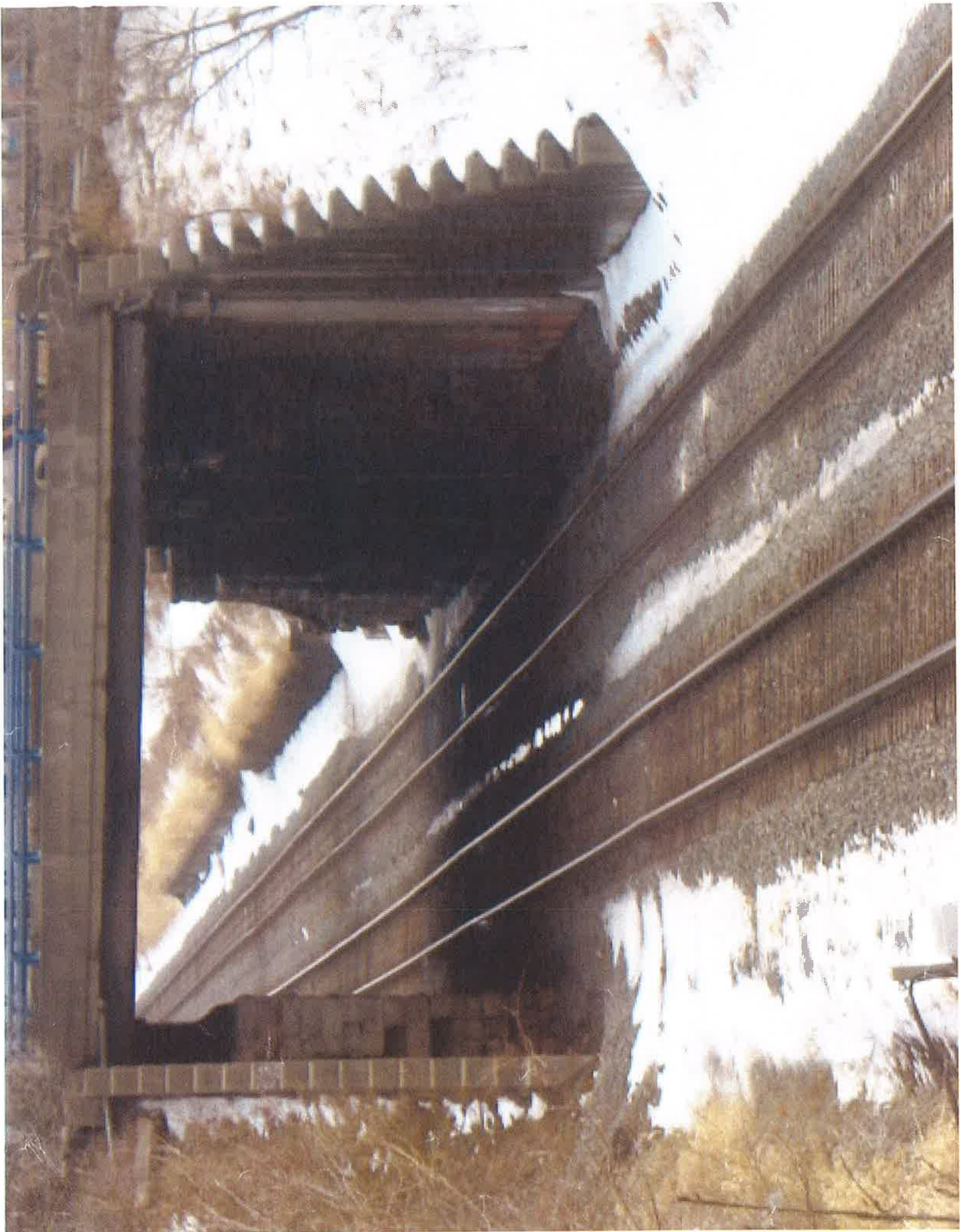
view businesses
restaurants, bars, hotels, more

explore map apps
gas prices, parking finder, taxi fare calculator, more

World • United States • OH • Lucas Co. • Toledo • South Side



Navigation icons: WELCOME, car, star, list, printer, traffic light, MAP APPS



Parcel : 18-99038**Assessor : 0--0.0****Address : 0 TOLEDO OH 0****Summary - General**[Print](#)**Split Status:****Flags:** NEW CON.**Tax District :** TOLEDO CITY-TOLEDO CSD**Pro # :** 0211**Bank :** PENNSYLVANIA LINES C/O NORFOLK SOUTHERN**Class/Landuse :** P / 09 **Map No. :****Zoning Code:****Zoning Description:****Owner :** PENNSYLVANIA LINES LLC**Address :** 0
TOLEDO OH 0**Mailing Address :** PENNSYLVANIA LINES C/O NORFOLK SOUTHERN CORP
ATTN: TAX DEPARTMENT 110 FRANKLIN ROAD SE
ROANOKE VA 24042**Legal Desc. :** 3 2 PT LAWRENCE LANDS IRREG R/ W BET BROADWAY & HAWLEY STINCL S 1/2
LOTS 573 & 574 TO 581 & S 1/2 LOTS 582 & 638...& LOTS 639-646 & S 1/2 LOTS
647 & 704...& ETC**Tax Map :** [Link to Archived Tax Map Viewer](#)**Summary - Attributes****Summary - Most Recent Sale****Prior Owner :** CONSOLIDATED RAIL CORP**Sale Amount :** 0.00**Deed :** QC **Sale Date :** 06/19/2000**Summary - Taxes & Values**

	35% Values	100% Values	35% Roll	100% Roll
Land :	0	0	0	0
Building :	0	0	0	0
Total :	0	0	0	0
Last Val. Chg. :	/0/0		Roll Flag :	
	1st Half	2nd Half		
Homestead Red. :	0.00	0.00		
Net General :	0.00	0.00		
Net Specials :	2,619.04	5,238.08		
Tax Due :	2,619.04	5,499.99		
Collected :	0.00	0.00		
Unpaid :	2,619.04	5,499.99		

Disclaimer

Parcel : 18-99038**Assessor :**

Address : 0 TOLEDO OH 0

General[Print](#)

Please select a permit to view : 3704A097

Date Permit Printed : 01/30/1999
 Permit Issued To : OWEST COMMUNICATIONS
 Address : 735 EMERALD AVE
 TOLEDO OH 0
 Legal Description : 3 2 PT LAWRENCE LANDS IRREG R/W BET BROADWAY & HAWLEY ST

New Construction

	35% Land Value	35% Impr Value	Class/Landuse
Existing :	0	0	P -09
New Construction :	0	0	P
Permit Number :	3704A097	Permit Issue Date :	12/12/1997
Percent Complete :	100	Estimated Cost :	120,000.00
(N)o Value/(V)oid :		Reinspection :	
Year :	1999	Inspection Date :	03/25/1999
Type :	NEW BLDG EQUIPMENT SHELTER		
Appraiser Code :	191		

Disclaimer

Parcel : 18-99038**Assessor :****Address : 0 TOLEDO OH 0****Current Taxes**

Previous Years

	Land	Impr	Total	
35% Assessed :	0	0	0	
Roll :	0	0	0	
Forest Red. Val. :	0	CAUV Red. Val. :		0
Recoupment :	0.00	CAUV Savings :		0.00
	1st Half	2nd Half		
General :	0.00		0.00	
House Bill 920 :	0.00		0.00	
10% Rollback :	0.00		0.00	
2½% Rollback :	0.00		0.00	
Homestead Reduction :	0.00		0.00	
Net General :	0.00		0.00	
Prior General :	0			
Adjustment Gen. :	0.00		0.00	
Pen./Int. General :	0.00		0.00	
Net Specials :	2,619.04		5,238.08	
Prior Specials :	0			
Adjustment Sp. :	0.00		0.00	
Pen./Int. Special :	0.00		261.91	
** TAX DUE ** :	2,619.04		5,499.99	
** COLLECTED ** :	0.00		0.00	
Remaining Unpaid :	2,619.04		5,499.99	
TOTAL COLLECTED :				0.00 Balance does not reflect unapplied payments.
Last Payment Date :				Click Here for complete payment history.

Disclaimer

Parcel : 18-99038**Assessor :**

Address : 0 TOLEDO OH 0

Special Assessments

<<< Back

Print

Project Number :	2-00-0000				
Project Name :	T.A.S.D.-MOSQUITO				
Delinquency :	0.00	Duplicate Delinquency :		0.00	
Begin Year :	1950	End Year :		2050	
	1st Half Duplicate	1st Half	2nd Half Duplicate	2nd Half	
Specials Tax	0.00	0.00	0.00	0.00	0.00
Penalty	0.00	0.00	0.00	0.00	0.00
Five Pay	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
	1st Half	2nd Half			
Payments Tax	0.00	0.00			
Payments Five Pay	0.00	0.00			
Payments Delinquent	0.00	0.00			

Disclaimer

Parcel : 18-99038 **Assessor :**
Address : 0 TOLEDO OH 0

Special Assessments [<<<Back](#) [Print](#)

Project Number :	9-31-0000			
Project Name :	LIGHTS BASIC-TOLEDO			
Delinquency :	0.00	Duplicate Delinquency :	0.00	
Begin Year :	1979	End Year :	2100	
	1st Half Duplicate	1st Half	2nd Half Duplicate	2nd Half
Specials Tax	232.55	232.55	232.55	465.10
Penalty	23.26	23.26	0.00	0.00
Five Pay	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
	1st Half	2nd Half		
Payments Tax	0.00	0.00		
Payments Five Pay	0.00	0.00		
Payments Delinquent	0.00	0.00		

Disclaimer

Parcel : 18-99038 **Assessor :**
Address : 0 TOLEDO OH 0

Special Assessments <<<Back Print

Project Number :	9-34-0000			
Project Name :	LEAF & SNOW REMOVAL-TOLEDO			
Delinquency :	0.00	Duplicate Delinquency :	0.00	
Begin Year :	1979	End Year :	2100	
	1st Half Duplicate	1st Half	2nd Half Duplicate	2nd Half
Specials Tax	2,118.01	2,118.01	2,118.01	4,236.02
Penalty	211.80	211.80	0.00	0.00
Five Pay	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
	1st Half	2nd Half		
Payments Tax	0.00	0.00		
Payments Five Pay	0.00	0.00		
Payments Delinquent	0.00	0.00		

Disclaimer

Parcel : 18-99038 **Assessor :**
Address : 0 TOLEDO OH 0

Special Assessments <<<Back Print

Project Number :	9-37-0000			
Project Name :	TREE MAINTENANCE-TOLEDO			
Delinquency :	0.00	Duplicate Delinquency :	0.00	
Begin Year :	1979	End Year :	2100	
	1st Half Duplicate	1st Half	2nd Half Duplicate	2nd Half
Specials Tax	268.48	268.48	268.48	536.96
Penalty	26.85	26.85	0.00	0.00
Five Pay	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
	1st Half	2nd Half		
Payments Tax	0.00	0.00		
Payments Five Pay	0.00	0.00		
Payments Delinquent	0.00	0.00		

Disclaimer

DEED FROM THE STATE OF OHIO TO OLIVER A. MORSE (ATTACHED ARE SIMILAR DEEDS IN OTHER AREAS OF LUCAS CO.)

DIST 2 CRS LUC 25-7.92

PARCEL 1

PID 85266

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
The State of Ohio –by Joseph Vance –Governor	Oliver A. Morse	4-11-1837	7-11-1837 @ no time	DB v3 p115	None Noted	Deed
<p>All Interest: Lot #4 S3 T9S R8E 47-40/100AC –No township, County or State given It appears this may be excess lands not used by the Wabash & Erie Canal. The deed mentions the Canal was granted by an act of Congress and was purchased by the State of Indiana and transferred to the State of Ohio. Please see Section #4 of the title report for additional information regarding this matter.</p>						

DB V3 P115

DEED.
THE STATE OF OHIO to O. A. MORSE, CONTINUED.

and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, location, sale and application of the proceeds of the sales of its lands" passed March 3, 1834; and the Resolution directing the public sales of Canal Lands to be held at certain places" passed 9th March, 1835, there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever, Lot number Three, in Section Number Three, in Township Number Nine South, of Range Number Eight East containing fifty one acres, and thirteen hundredths of an acre of land more or less. To Have and to Hold the said fifty one acres and thirteen hundredths of an acre of land, with the appurtenances thereof unto the said Oliver A. Morse and his heirs and assigns, forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus this Eleventh day of April in the Year of our Lord one thousand eight hundred and thirty seven.

(L.S.)

By the Governor.

Joseph Vance.

Garret B. Harlan,

Secretary of State.

Secretarys of States office Columbus O. May 28", 1837, this deed was Recorded in Book No. 1, page 205. Transferred 11" July 1837. S. M. Young, Co. Auditor.
Received for Record July 11", 1837 and Recorded July 14, 1837.

Junius Flagg, Recorder.

DEED.

THE STATE OF OHIO

to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO.

TO ALL TO WHOM THESE PRESENTS SHALL COME, -GREETING:-

KNOW YE, That, in consideration of the sum of One thousand one hundred and eighty five dollars and ---cents, paid by Oliver A. Morse of Ohio to Timothy Griffith Receiver of Wabash and Erie Lands at Perrysburg O. for the purchase of the tract of Land herein described, lying and being in the county of, and granted by an act of Congress entitled "An act to grant a certain quantity of Land to the State of Indiana for the purpose of aiding said State in, opening a Canal to connect the waters of the Wabash River with those of Lake Erie" passed March 1827; and which were by the State of Indiana, transferred to the State of Ohio, by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the state of Ohio, entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, location, sale and application of the proceeds of the sales of its lands" passed March 3d 1834; and the "Resolution directing the public sales of Canal Lands to be held at certain places" passed

Continued to page 116.

DBV3 P116

DEED.

THE STATE OF OHIO to O. A. MORSE, CONTINUED.

9th March, 1835- there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever. Lot number Four in Section Number Three, in Township Number Nine South of Range Number Eight East, containing forty Seven acres, and forty hundredths of an acre of Land more or less. To Have and To Hold, the said Forty seven acres & forty hundredths of an acre of land, with the appurtenances thereof, unto the said Oliver A. Morse and his heirs and assigns forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus, this Eleventh day of April in the year of our Lord one thousand eight hundred and thirty seven.

(L.S.) By the Governor. Joseph Vance
Garter B. Harlan, Secretary of State.

Secretary of States office Columbus O May 28, 1837, this deed was recorded in Book No. 1, page 206 Transferred 11th July 1837. S. M. Young, C. Auditor.
Received for Record July 11, 1837, and recorded July 14, 1837.

Junius Flagg, Recorder.

DEED.

THE STATE OF OHIO
to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO.

TO ALL, TO WHOM THESE PRESENTS SHALL COME, -GREETING:

KNOW YE, That, in consideration of the sum of One thousand five hundred and fifty eight dollars, and seventy five cents, paid by Oliver A. Morse of Ohio to Timothy Griffith, Receiver of Wabash and Erie Lands at Ferrysburg O. for the purchase of the tract of Land herein described, lying and being in the County of and granted by an act of Congress entitled "An act to Grant a certain quantity of Land to the State of Indiana for the purpose of aiding said State in opening a canal to connect the waters of the Wabash River with those of Lake Erie," passed March 2, 1827, and which were, by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana approved February 1, 1834: which said tract of land has been fully paid for agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio, and to authorize the selection, location, sale and application of the proceeds of the sales of its lands" passed March 3, 1834: and the "Resolution directing the public sales of Canal Lands to be held at certain places," passed 9th March, 1835:- there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever. Lot number Five, in Section number Three, in Township number nine, South of Range Number Eight East, containing Sixty two acres, and thirty five hundredths of an acre of Land more or less. To Have and to Hold, the said Sixty two acres & thirty five hundredths of an acre of land, with the appurtenances thereof, unto the said Oliver A. Morse and his heirs and assigns forever.

DBV 3 Pg 117

DEED.

THE STATE OF OHIO to O. A. MORSE, CONTINUED.

In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand at Columbus, this Eleventh day of April in the year of our Lord one thousand eight hundred and thirty seven.

(I.S.)

By the Governor:

Joseph Vance.

Carter B. Harlan, Secretary of State.

Secretary of States office, Columbus, O. May 28, 1837, this deed was recorded in Book No. 1, page 207. Transferred 11th July 1837. S.M. Young, Co. Auditor.

Received for Record July 11, 1837, and Recorded July 14, 1837.

Junius Pegg, Recorder.

THE STATE OF OHIO

to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO,

TO ALL TO WHOM THESE PRESENTS SHALL COME: GREETING:

KNOW YE, That, in consideration of the sum of One Thousand five hundred and ninety five dollars and --- cents, paid by Oliver A. Morse of Ohio to Timothy Griffith, Receiver of Wabash and Erie Lands at Perrysburg O. for the purchase of the tract of land herein described, lying and being in the County of- and granted by an act of Congress entitled, "An act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a canal to connect the waters of the Wabash River with those of Lake Erie," passed March 2, 1827, and which were, by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bugyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, location, sale and application of the proceeds of the sales of its lands" passed March 3, 1834: and the Resolution directing the public sales of Canal Lands, to be held at certain places," passed 9th March, 1835:- there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever; Lot number Two, in Section Number Four, in Township number nine south of Range number Eight East; containing Sixty three acres, and Eighty hundredths of an acre of Land more or less. To Have and To Hold, the said Sixty three acres & Eighty hundredths of an acres of Land, with the appurtenances thereof, unto the said Oliver A. Morse and his heirs and assigns forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand at Columbus, this Eleventh day of April in the year of our Lord one thousand eight hundred and thirty seven. -

(I.S.)

Continued to page 118.

DEED.

THE STATE OF OHIO to O. A. MORSE, CONTINUED:

By the Governor

Joseph Vance.

Garter B. Harlan, Secretary of State.

Secretary of States Office, Columbus, O. May 28, 1837, this deed was Recorded in Book No. 1, page

208. Transferred July 11, 1837. S. M. Young, Co. Auditor.

Received for record July 11, 1837, and Recorded July 14, 1837.

Junius Flagg, Recorder.

DEED.

THE STATE OF OHIO

to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO:

TO ALL TO WHOM THESE PRESENTS SHALL COME - GREETING:

KNOW YE, That in consideration of the sum of One thousand Six hundred dollars and ---cents, paid by Oliver A. Morse of Ohio to Timothy Griffith Receiver of Wabash and Erie Lands at Perrysburg O. for the purchase of the tract of land herein described, lying and being in the County of --- and granted by an act of Congress entitled "An act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a Canal to connect the waters of the Wabash River with those of Lake Erie" passed March 2, 1827:-- and which were, by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1834; which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio, and to authorize the selection, location, sale and application of the proceeds of the sales of its Lands" passed March 3d 1834: and the Resolution directing the public sales of Canal Lands to be held at certain places," passed 9th March 1835:-- there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever, Lot number One, in Section number Nine-in Township No. Nine South of Range No. Eight East, containing Forty acres of Land more or less. To Have and To Hold, the said Forty acres of land, with the appurtenances thereof, unto the said Oliver A. Morse and his heirs and assigns forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus, this Eleventh day of April in the year of our Lord one thousand eight hundred and thirty seven.

(I.S.)

By the Governor

Garter B. Harlan

Joseph Vance.

Secretary of State.

Secretary of States Office, Columbus O. May 28, 1837, this deed was Recorded in Book No. 1, page 209: Transferred. 11", July 1837. S. M. Young Co. Auditor.

Received for record July 11", 1837, and Recorded July 14", 1837.

Junius Flagg, Recorder.

DBV3 B119

DEED.

THE STATE OF OHIO

to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO,

TO ALL TO WHOM THESE PRESENTS SHALL COME - GREETING:

KNOW YE, That, in consideration of the sum of One thousand three hundred and Sixty dollars and ---cents, paid by Oliver A. Morse of Ohio to Timothy Griffith Receiver of Wabash and Erie Lands at Perrysburg O. for the purchase of the tract of land herein described lying and being in the County of, and granted by an act of Congress entitled "An act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a Canal to connect the waters of the Wabash River with those of Lake Erie" passed March 2, 1827- and which were, by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, location, sale and application of the proceeds of the sales of its lands, passed March 3, 1834; and the Resolution directing the public sales of Canal Lands to be held at certain places passed 9, March, 1835: - there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever, Lot number four, in Section number Four, in Township Number Nine South, of Range Number Eight East, containing fifty four acres and forty hundredths of an acre of land more or less. To Have and to Hold the said Fifty four acres & forty hundredths acres of Land with the appurtenances thereof, unto the said Oliver A. Morse and his heirs and assigns forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus this Eleventh day of April in the year of our Lord one thousand eight hundred and thirty seven.

(L.S.)

By the Governor

Garter B. Harlan, Secretary of State.

Joseph Vance

Secretary of States office, Columbus O. May 28, 1837, this deed was recorded in Book No. 1 page 210.

Transferred 11th July 1837. S.M.Young, Co. Auditor.

Received for Record July 11", 1837, and Recorded July 14, 1837.
Junius Plagg, Recorder.

THE STATE OF OHIO

to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO.

TO ALL TO WHOM THESE PRESENTS SHALL COME: GREETING:

KNOW YE, That, in consideration of the sum of One thousand five hundred and eighteen dollars and ---cents, paid by Oliver A. Morse,

Continued to page 120.

DEED.

THE STATE OF OHIO to O. A. MORSE, CONTINUED.

of Ohio to Timothy Griffith, Receiver of Wabash and Erie Lands at Perrysburgh, O. for the purchase of the tract of land herein described lying and being in the County of- and granted by an act of Congress entitled "An act to grant a certain quantity of land to the State of Indiana and for the purpose of aiding said State in opening a Canal to connect the waters of the -- Wabash River with those of Lake Erie" passed March 2d 1837, and which were by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of Bucyrus Land District made to this office: Therefore in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the section location, sale and application of the proceeds of the sales of its lands" passed March 3, 1834: and the resolution directing the public sales of Canal Lands to be held at certain places" passed 9th March, 1835: there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns, forever, Lot number Three, in Section number Four in township number Nine South, of Range Eight East containing Sixty acres and seventy two hundredths of an acre of land, more or less. To Have and To Hold, the said Sixty acres & Seventy two hundredths of an acre of land, with the appurtenances thereof, unto the said Oliver A. Morse and his heirs and assigns, forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus, this Eleventh day of April in the year of our Lord One thousand eight hundred and thirty seven.

(L.S.)

By the Governor:

Joseph Vance.

Garter B. Harlan, Secretary of State.

Secretary of States Office. Columbus, O. May 28, 1837, this deed was recorded in Book No. 1 page 211. Transferred July 11", 1837. S.M. Young, County Auditor.

Received for Record July 11", 1837, and Recorded July 15th, 1837.

Junius Plagg, Recorder.

 QUIT CLAIM DEED.

OLIVER A. MORSE

to

JOHN A. BRYAN.

KNOW ALL MEN BY THESE PRESENTS, That I, Oliver A. Morse of the County of Wood in the State of Ohio, for and in consideration of the sum of Three thousand three hundred and twenty two dollars and Sixty two cents to me in hand paid, or secured to be paid by John A Bryan of the County of Franklin and State aforesaid, the receipt of which is hereby acknowledged have granted and bargained sold remised, and quit claimed, and by these presents, do grant bargain sell remise quit claim, unto the Said John A Bryan and to his heirs and assigns forever, the One equal undivided fourth part of the following described Lots or parcels of Land Viz Lot No. Three in Fractional Section No. Three, in Township No. Nine South of Range No. Eight East containing Fifty one acres and thirreen hundredths of an acre= Lot No Four in Fractional Section No.

Continued to page 121-

DEED.

ST. BERNARD to CHASE, CONTINUED.

being the same which was sold by Laurent Durrocher, Monique his wife to Dominique Suzor & Francois Menard, as per deed dated the twenty eighth day of April in the year of our Lord One thousand eight hundred & twenty eight & Recorded in Liber I folio 100 & 131. To have and to hold the before granted premises with the appurtenances and privileges thereto belonging to him the said Daniel Chase his heirs and assigns forever. And I the said Louis for myself my heirs executors, administrators do covenant with the said Daniel his heirs & assigns forever, that before and until the en sealing & delivery hereof I am the lawful owner & possessor of the premises and the appurtenances & privileges thereto belonging, and that I have good right & lawful authority to sell & convey the same as aforesaid that is to say, the half of the said East half of said lot. And furthermore I the said Louis for myself my heirs executors and administrators, do hereby covenant to Warrant & Defend the above granted premises to the said Daniel his heirs & assigns against the lawful claims & demands of all persons whatsoever. In Witness Whereof I have hereunto set my hand & Seal this twentieth day of September A.D. eighteen hundred & thirty six.

Signed, Sealed & Delivd. in presence of } Louis Sant Bernard (I.S.)
 Fredk. Wright. }
 Joseph Henderson. }

The State of Ohio, SS. On the 20th day of September A.D. 1836 personally came before me, Lucas County, James M. Whitney a Justice of the Peace in & for said County the above named Louis Sant Bernard known as the person described as the grantor in the above deed & then & there acknowledged the same to be his free act & deed for the use & purpose therein expressed. Given under my hand & seal the day and year above written.

(I.S.) James M. Whitney, Justice of the Peace.

Transferred 11th July 1837. S.M. Young, Co. Auditor.
 Received for Record July 11", 1837 and Recorded July 13", 1837.

Junius Flagg, Recorder. 4/6

DB V 3 Pg 113

THE STATE OF OHIO
 to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, That in consideration of the sum of Three thousand one hundred & ninety five dollars and Fifty cents, paid by Oliver A. Morse of Ohio to Timothy Griffith Receiver of Wabash and Erie Lands at Perrysburg, O. for the purchase of the tract of land herein described, lying and being in the County of and granted by an Act of Congress entitled "An Act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a canal to connect the waters of the Wabash River with those of Lake Erie," passed March 2d 1827: - and which were by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the -----

DEED.

THE STATE OF OHIO to O. A. MORSE, CONTINUED.

the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an Act of the General Assembly of the State of Ohio, entitled "An Act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, locating, sale and application of the proceeds of the sales of its lands," passed March 3, 1834: and the "Resolution directing the public sales of Canal Lands to be held at certain places" passed 9th March, 1835, there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever. Fractional Section Number Ten in Section Number Nine South, of Range Number Eight East, containing Sixty three acres, and ninety one hundredths of an acre of land more or less. To Have and To Hold, the said Sixty three acres & ninety one hundredths of an acre of land, with the appurtenances thereof unto the said Oliver A. Morse and his heirs and assigns forever. In Witness Whereof, the said Joseph Vance Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus this Eleventh day of April in the year of our Lord One thousand eight hundred & thirty seven. (I. S.)

By the Governor,

Joseph Vance

Garber B. Harlan, Secretary of State.

Secretary of States office, Columbus O. May 28, 1837, this deed was recorded in Book No. 1, page 204. Transferred 11th July 1837. S. M. Young, Co. Auditor. /- Received for Record July 11th, 1837, and Recorded July 14th, 1837.

Junius Flegg, Recorder.

DEED.

THE STATE OF OHIO,
to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO:

TO ALL TO WHOM THESE PRESENTS SHALL COME.-GREETING:

KNOW YE, That, in consideration of the sum of One thousand two hundred and Seventy Eight dollars and Twenty five cents, paid by Oliver A. Morse of Ohio to Timothy Griffith, Receiver of Wabash and Erie Land at Perysburg, O. for the purchase of the tract of land herein described lying and being in the County of and granted by an act of Congress entitled "An Act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a canal to connect the waters of the Wabash River with those of Lake Erie" passed March 2, 1827: -and which were, by the State of Indiana, transferred to the State of Ohio, by a joint resolution of the General Assembly of the State of Indiana, approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled "An act to authorize the locating -----

Continued to page 115.

WM. R. & SARAH L. MORRIS TO NORTHERN INDIANA RAILROAD

DIST 2 CRS LUC 25-7.92

PARCEL 1

PID 85266

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
William R. Morris & Sarah L. Morris -Husband & wife	Northern Indiana Railroad Company	7-19-1853	8-16-1853 @ No time	DB v23 p6	None Noted	Deed
<p>All Interest: PT River Tract #4 12 mile Square Reserve at the foot of the Rapids of the Miami of Lake Erie .440 AC City of Toledo, Lucas County, State of Ohio</p> <p>Deed does state warrant & defend</p>						
<p>Brief Land Description & Remarks</p>						

DBV 23 Pg 6

DEED

William R. Morris & wife

to

Northern Indiana R. R. Co.

Know all men, That we William R. Morris and Sarah L. Morris his wife of the City of Cincinnati in the State of Ohio in consideration of Four Hundred and Forty dollars to us paid by the Northern Indiana Rail Road Company the receipt whereof is hereby acknowledged, do hereby Bargain, Sell and Convey to the said Northern Indiana Rail Road Company and their successors in Office and assigns forever, the following Real Estate situate lying and being in the City of Toledo, in the County of Lucas and State of Ohio and being part of River Tract number Four in the twelve miles Square reserve at the foot of the Rapids of the Miami of Lake Erie to wit: Commencing at the west corner of said River Tract number Four and from thence running East along the South line of said Tract to the westerly line or side of the Wapash and Erie Canal a distance of about two Hundred and four feet, and from thence North Easterly along the North westerly line or side of said Canal one hundred and Seven feet, and from thence westerly on a direct line to the west line of said Tract at a point in said west line Eighty five feet North of and distant from said South line of said Tract, and from thence South along said west line to the place of Beginning Containing Four hundred and forty thousands of an acre of Land together with all the privileges and appurtenances to the same belonging to have and to hold the same to the said Northern Indiana Rail Road Company and their successors in office and assigns forever hereby covenanting that the title so conveyed is clear free and unincumbered, and that we will Warrant and Defend the same against all claims whatsoever, And the said Sarah L. Morris wife of the said Wm. R. Morris in consideration of One Dollar to her in hand paid doth remise release and forever quit claim unto the said grantee all her right by way of Dower or otherwise in and to the above granted tenements.

In Witness whereof the said William R. Morris and Sarah L. Morris his wife have hereunto set their hands and seals this day of June the year
 Eighteen hundred and fifty three.

Signed Sealed and Delivered		Wm. R. Morris	(SEAL)
In presence of N. B. Raerden	)	Sarah L. Morris	(SEAL)
Chas C. Harris)		

The State of Ohio	}	55.	Be It Remembered that on this 19th
Hamilton County			
Subscriber a Notary Public			day of July in the year of our Lord One Thousand Eight Hundred and fifty three before the

DBV 23 Pg 7

of said County personally came William R. Morris and Sarah L. Morris his wife of said County of Hamilton the grantors in the above conveyance and acknowledged the same to be their voluntary act and deed for the purposes therein mentioned, And the said Sarah L. Morris wife of the said William R. Morris being examined by me separate and apart from her said husband and the contents of said Deed made known and explained to her declares that she did voluntarily sign Seal and acknowledge the same, and that she is still satisfied therewith as her free act and deed for the uses and purposes therein mentioned.

(SEAL) In Testimony Whereof I have hereunto subscribed my name and affixed my Seal on the day and year last aforesaid.

Chas C. Harris, Notary Public

Received for Record August 16, 1853 and Recorded Aug 23, 1853.

Horace Thacher Recorder.

DEED

James C. Hall and wife
to

Northern Indiana R. R. Co.

Know all men that we James C. Hall and Harriet O. Hall his wife of the City of Cincinnati in the State of Ohio in consideration of One thousand two hundred and twenty two dollars and Eighty cents to us paid by the Northern Indiana Rail Road Company the receipt whereof is hereby acknowledged, do hereby bargain Sell and Convey to the said Northern Indiana Rail Road Company and their successors in office and assigns forever, the following Real Estate, situate lying and being in the County of Lucas and State of Ohio and being part of the South west quarter of Section number two in Township number three of the twelve mile Square reservation at the foot of the Rapids of the Miami of Lake Erie described as follows to wit: Commencing at the South East Corner of said quarter Section and from thence running north along the East line of said quarter Section Eighty five feet and from thence running west on a direct line to a point in the center of Swan Creek north of and distant at right angles from the South line of said quarter Section Seventy feet and from thence southerly along the center of Swan Creek to the said South line of said quarter Section and from thence East along said South line of said quarter Section to to the place of Beginning containing two acres and two hundred and thirty three thousandths of an acre of Land.

Also all that part of Subdivision Number twenty in River Tract

JAMES C. HALL, ET AL TO NORTHERN INDIANA RAILROAD COMPANY

DIST 2

CRS LUC 25-7.92

PARCEL 1

PID 85266

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Description & Remarks				
James C. Hall & Harriet O. Hall -H&W -Und 46/100; William R. Morris & Sarah L. Morris -H&W -Und 10/100; Elisha Whittlesey & Polly Whittlesey - H&W-Und 24/100 and M.T. Williams -deceased by administrator with the will annexed and Trustee	Northern Indiana Rail Road Company	7-19-1853&7-23-1853&8-10-1853	8-16-1853 @ No time	DB v23 p9	None Noted	Deed
		<p>All Interest: PT River Tract #4 12 mile square reserve at the foot of the Rapids of the Miami of Lake Erie -City of Toledo, Lucas County, State of Ohio. Deed has a clause -"subject to all right title or interest which the State of Ohio or their lessees or assigns and subject however to the rights of way of the Public in any Public Road or Canal crossing over or upon said premises.</p> <p>Deed does state warrant and defend</p>				

conveyed against the lawful claims of all persons whomsoever, (Except as against the Rights Interests and Claims herein before Excepted) It being understood between said parties that said Shares and Interests are owned by said grantors in the following proportions to wit: James C. Hall and Harriet O. Hall his wife an equal undivided forty six one Hundredth parts, Elisha Whittlesey one equal undivided twenty four one Hundredth parts and William R. Morris an equal undivided ten one hundredths parts of said premises.

In witness whereof the said Grantors have hereunto set their hands and Seals this tenth day of July in the year of our Lord one thousand Eight Hundred and fifty three.

Signed Sealed and delivered			
In presence of	) as to W. R. M.	)	James C. Hall (L.S.)
N. B. Bairden	) and wife	)	Harriet O. Hall (L.S.)
Chas G. Harris		)	Elisha Whittlesey (L.S.)
Adelaide Hopkins	) as to Jas C	)	Polly Whittlesey (L.S.)
Wm. W. Richardson	) Hall and wife	)	Wm. R. Morris (L.S.)
Wm. W. Whittlesey	) as to the Execution	)	Sarah L. Morris (L.S.)
Jerusha R. Whittlesey	) of E. Whittlesey & wife	)	Chas H. Williams admr with (L.S.)
John Fitch, as to Williams	)	)	the will annexed and Trustee of the
Platt Card as to Williams	)	)	Estate of W. T. Williams deceased.

The State of Ohio) Personally came before me a Notary Public of
Hamilton County) Sct. said County of Hamilton Wm R. Morris and Sarah L. Morris
his wife two of the within Grantors and Severally
acknowledged the Signing and Sealing of the within and to be their voluntary acts for the purposes named therein and the said Sarah L. Morris being Examined separate and apart from her said husband and the contents of the Deed made known and Explained to her by me acknowledged the Signing and Sealing of the same to be her act and Deed for the uses named and that she is still satisfied therewith.
(SEAL) In witness whereof I have hereto set my hand and Notarial Seal this
19th day of July 1857 at Cincinnati in said County

Chas G. Harris Notary Public
The State of Ohio) Personally came before me the Subscriber
Hamilton County) Sct. a Notary Public in and for said County James C. Hall
and Harriet O. Hall his wife two of the within

Grantors of said County of Hamilton and acknowledged the Signing and Sealing of the within deed as their free and voluntary act for the uses named therein.
And the said Harriet O. Hall being by me examined separate and apart from said her/husband and the Deed read and explained to her by me acknowledged the Signing and

DBR 23 P 10

DBV 23 Pg 11

sealing thereof as her free and voluntary act for the uses and purposes named therein and that she is still satisfied therewith.

(SEAL) In witness whereof I have hereunto set my hand and seal of office at Cincinnati this 23 day July A. D. 1853.

Wm. W. Richardson, Notary Public

State of Ohio } August 10th 1853 Port Lawrence.
Lucas County } Sg.

Personally came Elisha Whittlesey Signer and Sealer of this Deed and he acknowledged he did sign & Seal the same of his own free will. Mrs. Polly Whittlesey wife of the said Elisha Whittlesey signer and Sealer of this Deed and she being examined separate and apart from her said husband and the contents having been made known to her she did declare that she did sign and Seal the same of her own free will and accord without any coercion or compulsion from her said husband and that she was content therewith.

Before me Before me, Platt Gard J. P. of the aforesaid Township and County.

State of Ohio } Port Lawrence Township, August 10th, 1853.
Lucas County } Sg.

Personally came Charles H. Williams, administrator with the will annexed and Trustee of the Estate of M. T. Williams deceased one of the grantors in this conveyance and acknowledged the same to be his free act and Deed for the purposes therein mentioned.

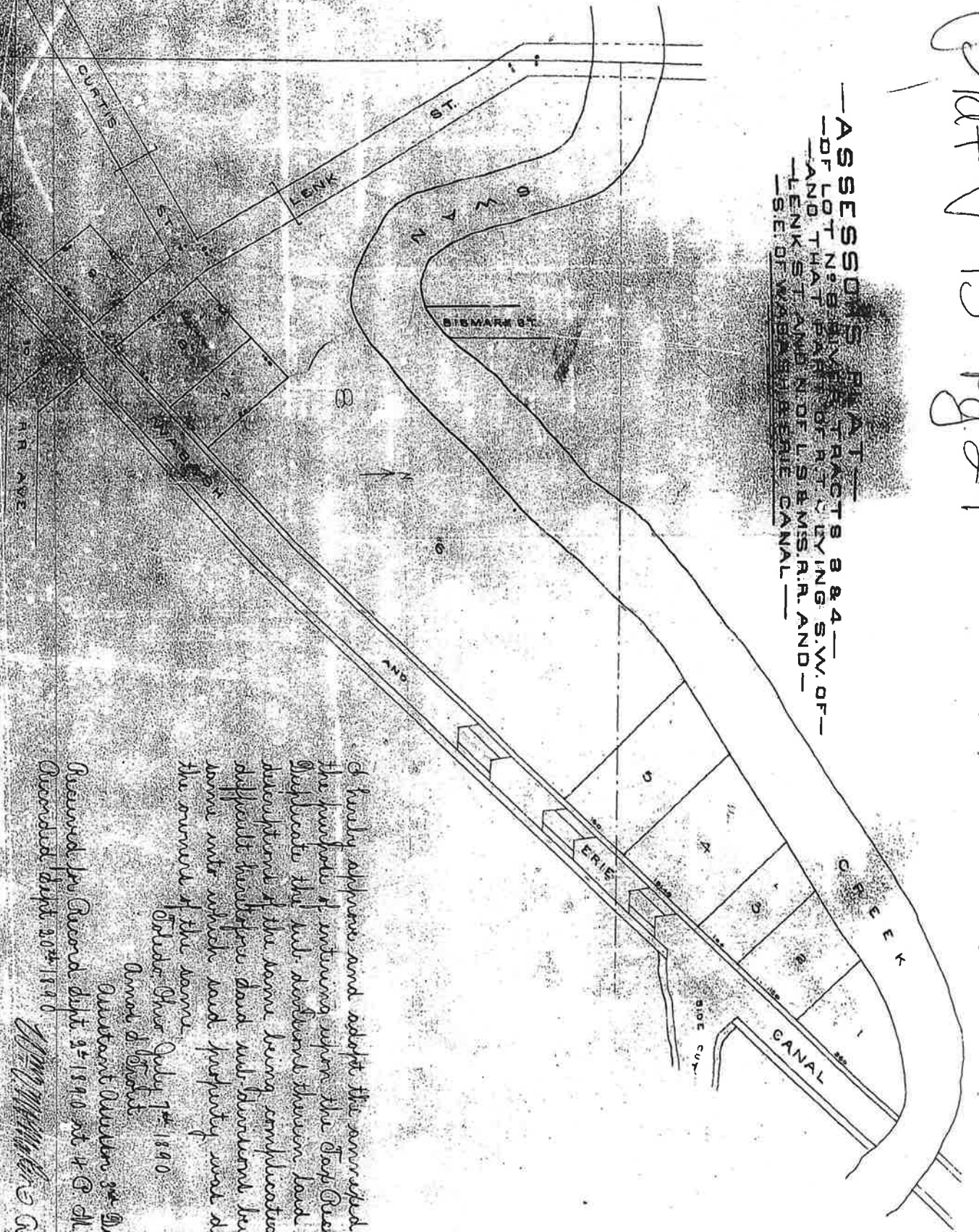
Platt Gard Justice of the Peace (SEAL.)
Received for Record August 16, 1853 and Recorded August 23rd A.D. 1853
Horace Thacher, Recorder.

DEED
James C. Hall Et al
to

Erie & Kalamazoo; R. R. Co.

~~Know all men by these Presents, That we James C. Hall and Harriet O. Hall his wife sole heir at Law of William Oliver, deceased, Elisha Whittlesey and Polly Whittlesey his wife William R.R. Morris and Sarah L. Morris his wife Charles H. Williams administrator with the will annexed and Trustee of Michael T. Williams deceased in consideration of One Dollar to us in hand paid by the Erie and Kalamazoo Rail Road Company the receipt whereof is hereby acknowledged do give Grant bargain sell and convey unto the said Erie and Kalamazoo Rail Road Company and to their successors in office and assigns forever, the following described Lands and tenements situate lying and being in the City of Toledo in the County of Lucas and State of Ohio and being part of River Tract number Four in the twelve mile Square Reserve at the foot of the Rapids of the Miami of Lake Erie~~

ASSESSOR'S PLAT
 OF LOT NO. 8 AND TRACTS 8 & 4
 AND THAT PART OF R.T. LYING S.W. OF
 LENK ST. AND N. OF L.S. BISMAR ST. AND
 S.E. OF WABASH & ERIE CANAL



I hereby approve and adopt the annexed Plat for the purpose of entering upon the City Record and distribute the sub-divisions shown hereon down the distribution of the same being complicated and difficult to describe and sub-divisions being the same into which said property was divided by the survey of the same.

Charles Oscar July 1st 1890.
 Mayor of Detroit.

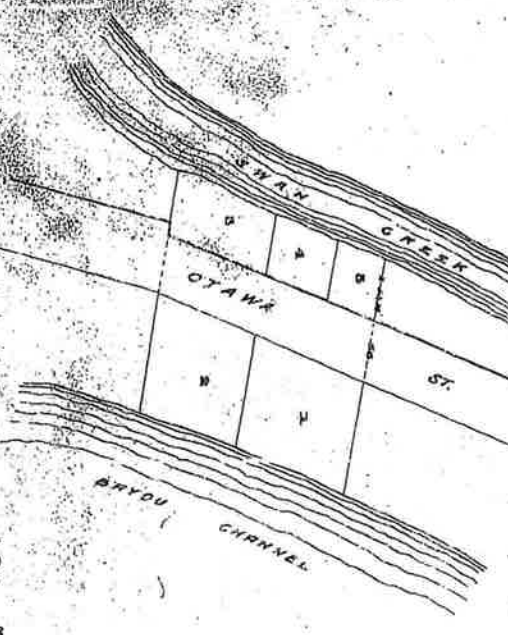
Resurveyed by General Plat 3rd 1890 at 4 P.M.
 Resurveyed Plat 20th 1890
 Charles Oscar
 Surveyor.

RR USE MS RR

For the sub-divisions therein lots shown, the description of the same being indistinct and that land well-divided being the same with what said lots were divided by the same.
 Deed of Allen Messer of Great Orphanby
 Dated the 1st day of October
 1859

Received and Recorded July 19th 1859
 Thomas Ruffin, Recorder.

Plot Book G-A Pg 31

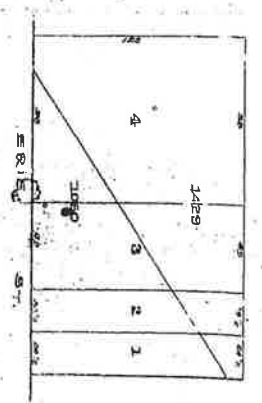


This tract of 5 acres tract at Martin Crab corner of River coast the
 land was divided into 5 lots and the same were divided by the same.
 Deed of Allen Messer of Great Orphanby Dated the 1st
 day of October 1859.
 10.10 deponed, witnesses

land adopted the above plat for the purpose
 of the same. The description of the same for the purpose
 of the same. The description of the same for the purpose
 of the same. The description of the same for the purpose
 of the same.

Recorded July 10th 1859

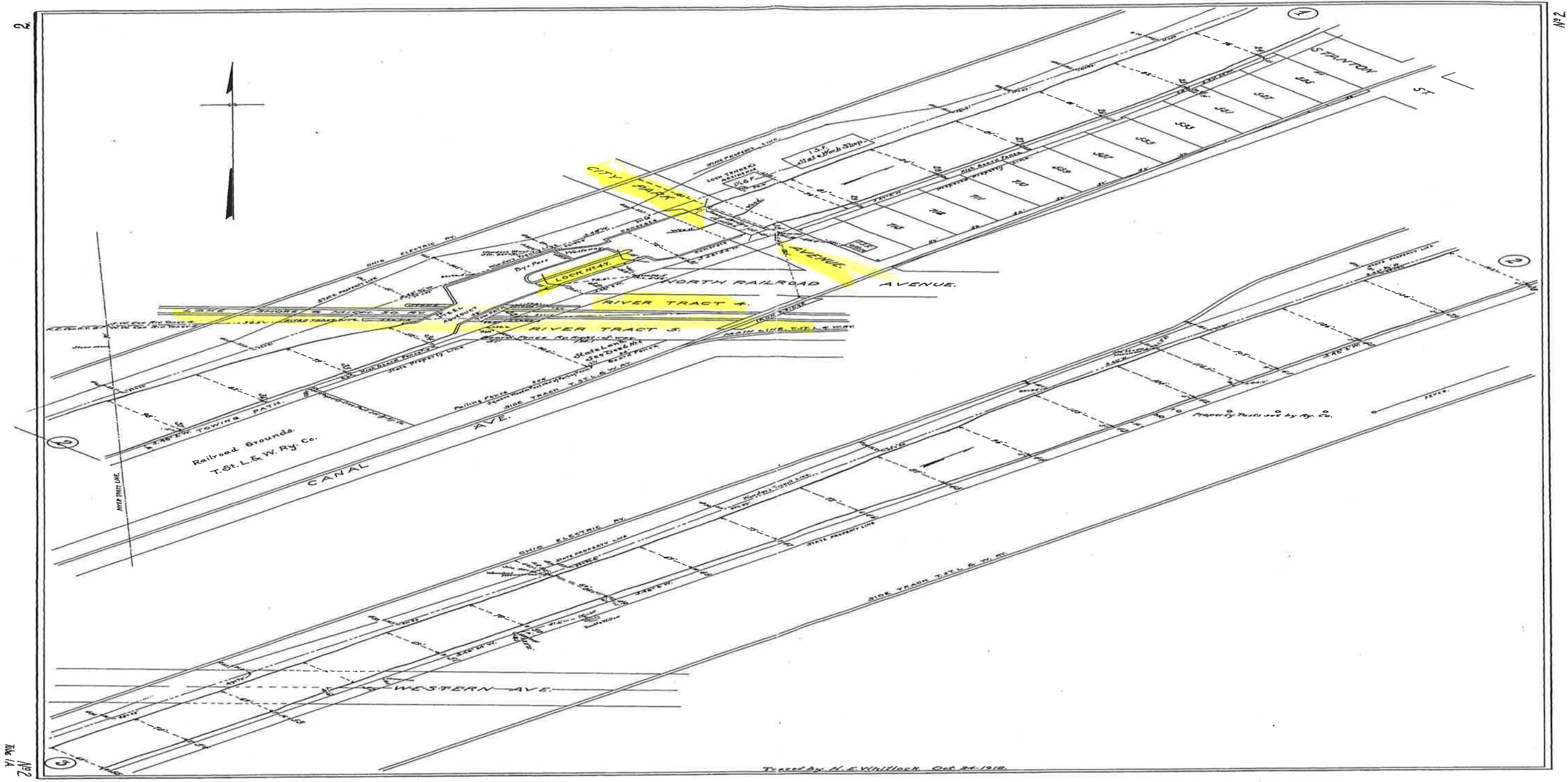
Deed of Allen Messer of Great Orphanby
 Dated the 1st day of October
 1859



Tract of sub-divisions of lots 10 60 + 14 29 of the
 10000 divisions of the same made by division of the
 Allen Messer of Great Orphanby of the 1st day of
 October 1859.
 Deed of Allen Messer of Great Orphanby Dated the 1st
 day of October 1859.
 10.10 deponed, witnesses

land adopted the above plat for the purpose
 of the same. The description of the same for the purpose
 of the same. The description of the same for the purpose
 of the same. The description of the same for the purpose
 of the same.

Received and Recorded July 19th 1859
 Thomas Ruffin, Recorder.



ODNR Canal Map
M&E002-48

red and thirty-four (\$134) Dollars, it is ordered that the Sheriff cut, of the money in his hands, pay:-

First:- To the Treasurer of this County the taxes, penalty and interest against said property, to-wit:- The sum of Four and 79/100 Dollars.

Second:- The costs of this action taxed at Sixty-seven and 60/100 Dollars.

Third:- To the plaintiff, Ira H. Crum, as Guardian, the balance of said purchase price, to-wit:- the sum of Sixty-one and 61/100.

APRIL TERM. 1895

State of Ohio, Franklin County, SS:-

At a Court of Common Pleas of the Third Subdivision of the Fifth Judicial District of the State of Ohio, begun and held at the Court House in the City of Columbus within and for said County on the 8th day of April in the year of our Lord one thousand eight hundred and ninety-five before His Honor Thomas Duncan, Judge there were among others the following proceedings, to-wit:-

Franklin County Common Pleas Court

State of Ohio,
Plaintiff,
vs.
The L.S. and M.S. Ry. Co.,
Defendant.

Civil Action. No. 23521.

Be it remembered that heretofore to-wit:- on the 16th day of May A.D. 1895 came the plaintiff and filed in the office of the Clerk of said Court its petition against the defendant in the words and figures following to-wit:-
Court of Common Pleas, Franklin County, Ohio.

The State of Ohio, Plaintiff, against The Lake Shore & Michigan Southern Railway Company, Defendant.

— P E T I T I O N .—

Plaintiff says that the defendant is a corporation duly incorporated under the laws of the State of Ohio with its principal office in the City of Cleveland in said state.

Plaintiff further says that it has a legal estate in and entitled to the possession of the following real estate, situate in the County of Lucas, City of Toledo and State of Ohio and bounded and described as follows, to-wit:-

A strip or parcel of land, one-hundred and twenty-four feet in width being sixty-two feet in width on each side of the center line of the tracks of the Lake Shore and Michigan Southern Railway Company's Railroad extending from the East rail to the Toledo St., Louis and Kansas City Railway Company's Railroad

north-westerly, to the foot of the slope of the westerly bank of the Miami and Erie Canal, and being a part of the following described real estate:-

A lot at Lock No. 6 of the Wash and Erie Canal beginning at a point fifty feet at right angles from the south-east face of the Lock Chamber wall and one chain above the head of the Lock; thence North 45, 3/4 East, parallel with said face of wall, five chains; thence 44-1/4 East two chains; thence South 45-3/4 West, five chains; thence North 44-1/4 West, two chains to the place of beginning containing one acre.

And plaintiff further says that the defendant unlawfully keeps it out of the possession of said premises.

Therefore, plaintiff asks judgment for the possession of said real estate. David K. Watson, Attorney-General and Attorney for Plaintiff. Court of Common Pleas, Franklin County, Ohio. The State of Ohio, Plaintiff, against The Lake Shore and Michigan Southern Railway Company, Defendant.

— P R E C I P E .—

To the Clerk:-

Issue summons upon the petition in the above named case for the Defendant, the Lake Shore and Michigan Southern Railway Company, directed to the Sheriff of Cuyahoga County, Ohio, returnable according to law. David K. Watson, Attorney-General and Atty. for Plaintiff.

Endorsed on the back of said petition is the following to-wit:- Filed April 9, 1890. Theoc. H. Beck, Clerk, Michael Moriarty, Deputy.

And thereupon a summons was issued from the office of the Clerk of said Court directed to the Sheriff of said County in the words and figures following to-wit:-

— S U M M O N S .—

The State of Ohio, Franklin County, SS:-

To the Sheriff of Cuyahoga County, Greeting:-

You are Comanded to Notify The Lake Shore and Michigan Southern Railway Company in the Court of Common Pleas of Franklin County, and that unless it answer by the 10th day of May A.D. 1890 the petition of said Plaintiff against it filed in the Clerk's Office of said Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this SUMMONS, on the 21st day of April A.D. 1890.

Witness my hand and the Seal of said Court this 9th day of April A.D. 1890. Theoc. H. Beck, Clerk of Court of Common Pleas of Franklin County. By M.L. Moriarty, Deputy. (SEAL).

Endorsed on the back of said summons is the following to-wit:- For Possession of Real Estate. David K. Watson, Atty. Atty. Genl.

And afterwards to-wit: on the 14th day of April A.D. 1890 came the sheriff to whom said summons was issued and directed who returned and filed the same with his return endorsed thereon in the words and figures following to-wit:-

— S H E R I F F ' S R E T U R N .—

The State of Ohio, Cuyahoga County, SS:-

Received this writ 10th A.D. 1890, at 9 o'clock

A.M. And Pursuant to its command, I did on the 11th day of April 1890 serve the same on the within named The Lake Shore and Michigan Southern Railway Company by delivering a true

and certified copy thereof to E.C. Luce, Assistant General Passenger and Ticket Agent of said Railroad Company the President or other higher Office of said Railroad Company, not found in my County.

Sheriff's Fees Service \$.30, Mileage \$.80, Copy \$.24, Return, Doc. & Postage, \$.28, Total \$1.60. E.D. Sawyer, Sheriff, M.R. Ryan, Deputy.

And afterwards to-wit: on the 19th day of April A.D. 1890 a motion was filed in the office of the Clerk of said Court in the words and figures following to-wit:-

In the Court of Common Pleas, Franklin County, Ohio.

The State of Ohio, Plaintiff, vs.

The Lake Shore & Michigan Southern Railway Company, Defendant. No. 23521.

--- M O T I O N TO SET ASIDE SERVICE.---

The defendant in said above cause, The Lake Shore & Michigan Southern Railway Company, appearing by its attorney, E.D. Potter, Jr., solely for the purposes of this motion and not intending thereby to enter its appearance herein, moves that the Sheriff's return of service of summons be set aside, and for an order to quash the summons in said cause, for the reason that said defendant is not a resident of Franklin County, and service cannot be made upon it within Franklin County, and there is no provision of law for the service as made in said cause. E.D. Potter, Jr., Atty. for Deft. April 18, 1890.

Endorsed on the back of said motion is the following to-wit:- Filed April 19th, 1890. Theo. H. Beck, Clerk, Michael Moriarty, Deputy.

And afterwards to-wit: on the 27th day of Sept. A.D. 1894.

--- E N T R Y .---

This cause coming on to be heard on the motion of the defendant to set aside the service of summons, was argued by counsel and submitted to the Court; on consideration whereof, the Court finds said motion not well taken and overrules the same, to which defendant excepts.

Leave is given the defendant to demur or file its answer within twenty days. Enter J.K. Richards, Atty. Genl.

And afterwards to-wit: on the 23rd day of Oct. A.D. 1894 an answer was filed in the office of the Clerk of said Court which answer is missing from the files.

And afterwards to-wit: on the 30th day of Oct. A.D. 1894.

--- E N T R Y .---

This day came the plaintiff by its attorney and requested that an order be made dismissing this action without prejudice to Cause No. 23521, of the State of Ohio, vs, Lake Shore & Michigan Southern, Railway, Company, pending in this Case be and the same is hereby dismissed without prejudice to the subsequent and now pending motion No. 23521, Franklin Common Pleas, State of Ohio vs. The Lake Shore & Michigan Southern Railway, Company upon the payment of the costs in said cause No. 23521, by said plaintiff.

And afterwards to-wit: on the 1st day of Dec. A.D. 1894, a reply was filed in the office of the Clerk of said Court in the words and figures following to-wit:-

Court of Common Pleas, Franklin County, Ohio.

The State of Ohio, vs. The Lake Shore

and Michigan Southern Railway Company. No. 23,521.

--- REPLY TO THE FIFTH DEFENSE OF THE ANSWER.---

Plaintiff for a reply to the fifth defense of the answer says that it has no know-

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it has no know-

ledge of the truth of the allegations contained in said defense, and therefore does deny each and all of said allegations. J.K. Richards, Attorney-General.

Endorsed on the back of said reply is the following to-wit:- Filed Dec. 1, 1894. Chas. F. Galloway, Clerk, By Jas. S. Walters, Deputy.

And afterwards to-wit: on the 1st day of Dec. A.D. 1894 a demurrer was filed in the office of the Clerk of said Court in the words and figures following to-wit:-

Court of Common Pleas, Franklin County, Ohio.

The State of Ohio, vs. The Lake Shore and Michigan Southern Railway Company. No. 23,521.

— D E M U R R E R . —

To the Second, Third, Fourth, Sixth, Seventh and Eighth defenses of the Answer.—
The plaintiff demurs to the Second, Third, Fourth, Sixth, Seventh and Eighth defenses of the answer, and separately to each of said defenses, for the reason that neither of said defenses states facts sufficient to constitute a defense to the petition. J.K. Richards, Attorney-General.

Endorsed on the back of said demurrer is the following to-wit:- Filed Dec. 1, 1894. Chas. F. Galloway, Clerk, By Jas. S. Walters, Deputy.

And afterwards to-wit: on the 31st day of Jan. A.D. 1895 a motion was filed in the office of the Clerk of said Court which motion is missing from the files.

And afterwards to-wit: on the 31st day of Jan. A.D. 1895 a motion was filed in the office of the Clerk of said Court in the words and figures following to-wit:-

Court of Common Pleas, Franklin County, Ohio.

The State of Ohio, Plaintiff, vs. The Lake Shore and Michigan Southern Railway Company, Defendant. No. 23,521.

— M O T I O N . —

The plaintiff moves the Court to require the defendant to make the sixth defense of its answer definite and certain, by describing the deed which it charges was executed and delivered to the Northern Indiana Railroad Company for the premises referred to; stating by whom the deed was made, the time as near as possible, the date, description of the land conveyed, and of the contents of the deed, and the manner of execution thereof, so far as practicable. J.K. Richards, Attorney-General.

Endorsed on the back of said motion is the following to-wit:- Filed Jan. 31, 1895. Chas. F. Galloway, Clerk, By Jas. S. Walters, Deputy.

And afterwards to-wit:- on the 13th day of Mar. A.D. 1895.

— A N T H E Y . —

This cause coming on to be heard on the motion of the plaintiff to require the defendant to make the sixth defense of its answer definite and certain, in the respects mentioned in said motion, was argued by counsel and submitted to the Court.

On consideration whereof, the Court sustains said motion.

Thereupon, by leave of the Court, the defendant amends its said sixth defense, by withdrawing and striking out the following averment:-

* Said answering defendant has reason to believe and so charges the fact to be that a valid, good and sufficient deed for said premises was executed and delivered to said Northern Indiana Railroad Company, at or about said date, but the same has been mislaid or lost and defendant has not yet been able to

find the same."

And this cause coming on further to be heard on the demurrer of the plaintiff to the second, third, fourth, sixth, seventh and eighth defenses of the answer, and severally to each of said defenses; was argued by counsel and submitted to the Court.

On consideration whereof, the Court sustains said demurrer to each of the defenses of the answer mentioned, to which the defendant excepts.

And afterwards to-wit: on the 15th day of May A.D. 1895.

-- E N T R Y --

This day came the parties by their attorney and by leave of the Court the petition is amended by striking out the following words in the description of the real estate therein namely, " extending from the east, rail to the Toledo, St. Louis and Kansas City Railway Company's railway," and inserting the following matter, to-wit, " extending from the east line of the one acre lot hereinafter described", and by leave of the Court and consent of parties the answer and reply heretofore filed in this cause are treated as re-filed to the petition as above amended.

Thereupon this day came the plaintiff the State of Ohio, by the Attorney General, and the defendant, The Lake Shore and Michigan Southern Railway Company, by its attorney E.D. Potter Jr., and thereupon this cause came on for hearing and was heard upon the pleadings and the evidence without the intervention of a jury, the same having been waived.

On consideration whereof, the Court finds, on the issue joined, for the defendant.

The Court further finds that at the time of bringing this action the said defendant, The Lake Shore and Michigan Southern Railway Company, was in the occupation and possession of all the real property described in the petition as above amended; and that it has the legal title and fee simple estate therein, and is entitled to the possession of the same; that the said plaintiff has no interest or estate in said premises, nor is it entitled to the possession of the same; or any part thereof, and that the defendant ought now to have its title and possession quieted as against the claim and demand of said plaintiff, as prayed for in the answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of The Lake Shore and Michigan Southern Railway Company to all and singular the premises described in the petition, as above amended, to-wit:- the following real estate situated in the County of Lucas, City of Toledo, and State of Ohio, and bounded and described as follows:-

" A strip or parcel of land one hundred and twenty-four feet in width, being sixty-two feet in width on each side of the center line of the tracks of The Lake Shore and Michigan Southern Railway Company's railroad, extending from the east line of the one acre lot hereinafter described north-westerly to the foot of the slope of the westerly bank of the Miami and Erie canal and being a part of the following described real estate.

A lot at lock six of the Tabash and Erie canal, beginning at a point fifty feet at right angles from the south-east face of the lock chamber wall and one chain above the head of the lock; thence north forty-five and three-fourths degrees east parallel with said face of wall, five chains; thence south forty and one-fourth degrees east, two chains; thence south forty-five and three-fourths degrees west five chains; thence north forty-four and one-fourth degrees west, two chains to the place of beginning, containing one acre;" be and the same are hereby quieted as against the said plaintiff and all persons claiming under it; and said plaintiff is hereby forever enjoined from setting up any claim to said strip

or any part the licensees, suc

It is ordered the costs are

At a Court the State of for said Court hundred before proceedings to-

Lida Miller,

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26th day of A Court her pe Court of C

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or any part thereof adverse to said title and possession of said defendant, its grantees, licensees, successors and assigns thereto.

It is ordered that the plaintiff pay the costs in this case taxed at \$ _____, and the costs are paid.

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SEPTEMBER TERM, 1900.

State of Ohio, Franklin County, SS:-

At a Court of Common Pleas of the Third Subdivision of the Fifth Judicial District of the State of Ohio begun and held at the Court House in the City of Columbus within and for said County, on the tenth day of September in the year of our Lord one thousand nine hundred before his Honor D.C. Badger, Judge, there were among others the following proceedings to-wit:-

Lida Miller,

Plaintiff,

vs.

Theresa G. Evans,
et al,

Defendants.

Civil Action. No. 58841.

Be it remembered that heretofore to-wit: on the 26th day of Aug. A.D. 1898 came the plaintiff and filed in the office of the Clerk of said Court her petition against the defendants in the words and figures following to-wit:-
Court of Common Pleas, Franklin County, Ohio.

Lida Miller, Plaintiff, vs. Theresa G. Evans and Frank Weisend, partners doing business in Ohio under the firm name of Evans & Weisend, Defendants.

--- P E T I T I O N ---

Defendants are, and were on the 23rd day of November, A.D. 1897, the owners and in possession of certain premises located at the North west corner of Third Avenue and Michigan Avenue in the City of Columbus, Ohio, and on said date conducted in and upon said premises a grocery and general merchandise business.

Said premises consisted of a two story brick building fronting on said Third Avenue with a vacant lot immediately adjoining on the West side thereof.

On said date and for a long time prior thereto immediately adjacent to said brick building so fronting on Third Avenue as aforesaid and extending out to the edge of the pavement in front thereof, a certain hole or archedway opened into a cellar belonging to and under and a part of said premises of said defendants.

Said sidewalk or pavement in front of said premises hercinable referred to, was a public sidewalk along said Third Avenue which is a public thoroughfare in said city of Columbus, Ohio, and together with said sidewalk was used by the citizens generally as such thoroughfare and was much frequented by them, being in a thickly settled portion of said city.

A traveled walk extended from said sidewalk over said vacant lot immediately west of said opening, and along and apart the same, leading to a side door, opening into said building

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Wm. W. Blake }
John W. Smith }
James W. ... }
Edward ... }

State of Ohio

Know all men that I, Wm. W. Blake, of the County of Hamilton, State of Ohio,
do hereby certify that the following is a true and correct copy of the
proceedings in the case of ...
do hereby certify that the following is a true and correct copy of the
proceedings in the case of ...
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do hereby certify that the following is a true and correct copy of the
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Decree. Whereof, I, Wm. W. Blake, do hereby certify that the following is a true and correct copy of the proceedings in the case of ...

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Deed Richard Matt To Isaac O. Smith.

That Indenture made the nineteenth day of August in the year Eighteen hundred and forty five between Richard Matt of said in the County of Lucas State of Ohio of the first part and Isaac O. Smith of the City of Toledo in the County of Lucas State of the second part, Witnesseth that the said party of the first part, for and in consideration of the sum of one hundred dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby certified and acknowledged by said party of the second part, and well claimed, and by these presents for music, pleasure, forever, three equal undivided parts of one equal undivided half part of three by way of bond off from the East side of the North West quarter of Section number thirty six (36) in Township number one (1) North of range number seven (7) East the said land being situated in the County of Lucas aforesaid together with all and singular the accretions and appurtenances therunto in anywise arising or in anywise appearing, except the accretions, improvements, water, and by right of flow of, and also of the right, title, interest claim, claim, and of the said party of the first part of, in and to the above described premises and every part thereof, up to the aforementioned. In force and in full all and singular the above recited premises to the said party of the second part has been assigned, conveyed, transferred, and the said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and sealed in the presence of J. H. Quincy
James W. Whiting }
Richard Matt Party

State of Ohio }
County of Lucas }
I, James W. Whiting, before me the undersigned a Justice of the Peace in & for Lucas County, SS. was solemnly of legal personalty appeared Richard Matt, known to me to be the person whose name is described in & who executed the foregoing conveyance, & made acknowledgment that he executed the same for the purposes therein expressed. Given under my hand & seal this 24 day of August 1842
JWS James W. Whiting Justice of the Peace

Accepted Aug 23 1842. Thos Spencer Auditor
Recorded for record September 23 1842
11 1842 DBV 17 Pg 486 James Hays Recorder

Deed Tom A. Brown & M. T. Williams to the State of Ohio.
Know all men, That William Brown & M. T. Williams of the County of Lucas State of Ohio and James W. Whiting of the County of Lucas State of Ohio, for and in consideration of the sum of one hundred dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby certified and acknowledged by said party of the first part, and well claimed, and by these presents for music, pleasure, forever, three equal undivided parts of one equal undivided half part of three by way of bond off from the East side of the North West quarter of Section number thirty six (36) in Township number one (1) North of range number seven (7) East the said land being situated in the County of Lucas aforesaid together with all and singular the accretions and appurtenances therunto in anywise arising or in anywise appearing, except the accretions, improvements, water, and by right of flow of, and also of the right, title, interest claim, claim, and of the said party of the first part of, in and to the above described premises and every part thereof, up to the aforementioned. In force and in full all and singular the above recited premises to the State of Ohio has been assigned, conveyed, transferred, and the said party of the first part, has hereunto set his hand and seal the day and year first above written.

Canal Lands

During the 1820s, the United States Congress gave the State of Ohio approximately one million acres of Congress Lands to facilitate the construction of canals in the state. This grant became known as the Canal Lands.

The Canal Lands were located across Ohio. Completion of canals, especially the Ohio and Erie Canal and the Miami and Erie Canal spurred Ohio's development. The cost to ship goods from the East Coast to Ohio and vice versa declined tremendously from 125 dollars per ton of goods to twenty-five dollars per ton of goods. It took eighty hours to travel from Cleveland to Portsmouth along the Ohio and Erie Canal. While horseback was much quicker, it also cost a great deal more. The cost on the canal boat was \$1.70 per person.



New Map of Ohio with Its Canals, Roads and Distances by H. S. Tanner, 1846.

References and Suggested Reading

- Pearson, F.B., and J.D. Harlor. *Ohio History Sketches*. Columbus, OH: Fred J. Heer, 1903.



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Toledo, Ohio

Toledo, the county seat of Lucas County, is located in the northwestern part of Ohio. It is part of an area known as the Great Black Swamp. Most settlement in this region was delayed until after Ohio obtained statehood because of conflicts with Native Americans. Toledo itself was incorporated in 1836, and it was built on the site of a former stockade, Fort Industry, which was built in 1800. Originally, there were two separate towns named Lawrence and Vistula. When the Wabash and Erie Canal was mapped out in 1836, the location of Toledo was chosen as one of the termination points. The population of the two towns merged and created the new community of Toledo. By 1840, Toledo had a population of 1,322 people.

Although the canal would bring significant business to Toledo, the community still struggled in its early years. Many of its residents suffered from epidemics that spread rapidly in the region in 1838 and 1839. Finally, the canal was opened in 1845. The canal made the town a growing seaport along Lake Erie, and much commerce traveled through Toledo. In addition to the Wabash and Erie Canal, Toledo was connected to the city of Cincinnati by way of the Miami and Erie Canal.

When railroads began to emerge as a key form of transportation in Ohio in the second half of the nineteenth century, Toledo became a destination for a number of railroad lines. In addition, a number of industries began to emerge in the city, including furniture companies, carriage makers, breweries, railroad manufacturing companies, and glass companies, among others. The Libbey Glass Works was located in Toledo and helped to make the community known as the "City of Glass." By 1880, Toledo boasted a population of more than fifty thousand people, making it one of the largest cities in the state.

Many immigrants began to settle in Toledo by the late nineteenth century, attracted to the city because of the factory jobs available and the city's accessibility by rail and by water. Although Toledo offered many economic opportunities, it also illustrated many of the problems associated with urban life during this time. Toledo became the target of Progressive reformers in the late 1800s. Among them was the town's mayor, Samuel M. "Golden Rule" Jones, who was elected in 1897. During his time in office, Jones worked to improve conditions for the working class people of his community. The mayor opened free kindergartens, built parks, instituted an eight-hour day for city workers, and did much to reform the city government. Although Jones was not very popular among businessmen and the wealthier members of Toledo society, he was very popular with the average citizens and was reelected as mayor for three additional terms. Jones died in office in 1904, and his successor, Brand Whitlock, continued his reform efforts.

Toledo continued to grow, both in terms of population and industry, in the early twentieth century. Because of its dependence on manufacturing, the city suffered high unemployment rates during the Great Depression. As World War II began, however, Toledo's industries began to focus on wartime production, and unemployment concerns disappeared. Toledo made a unique contribution to the war effort. Home to the Willys-Overland Company, this firm began producing jeeps in 1941.

In the 2000 census, Toledo's population was 313,619. The city is home to the University of Toledo, the well-known Toledo Zoo, the internationally renowned Toledo Museum of Art, and the Toledo Mud Hens, the Detroit Tigers' triple-A professional baseball affiliate.



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OHIO HISTORY

Ohio that Congress had included in the 1827 grant. Thereupon, Ohio residents showed renewed interest in completing the Miami extension.⁵²

Actual construction on the northern extension of the Miami Canal did not begin until 1837. By 1845 the 114 mile canal from Dayton to Toledo was completed.

Indiana began work on the Wabash and Erie Canal several years earlier (1832).

By 1842 the junction with the Miami Extension was completed, and a year later the Wabash Canal was opened from Lake Erie to Lafayette, Indiana. Although the Miami Extension had almost no effect on Cincinnati during the period of this study, it was significant because it was financed in part by a land grant from the national government. This marked a precedent whereby Congress could increase its involvement in internal improvements.⁵³

As soon as the Miami Canal was opened to traffic, newspaper editors assured the public that the project was a success. They pointed out that it had reduced freight rates and increased the volume of produce brought to the city not only from the immediate vicinity but also from the whole Miami Valley. As an example one editor pointed out that in one week in March 1829, more than 575 tons of produce had been brought to the city. The cost of transporting the whole amount for a distance not exceeding twenty-five miles was \$2,800, and it only took ten boats, sixty horses, sixty men, and thirty boys three days to do the job. By comparison, to bring a similar amount by wagon the same distance, it would take 575 wagons, 2,340 horses, and 575 men. And then the cost would have been \$7,200. Moreover, toll receipts indicated the canal would pay for itself in a short time.⁵⁴

Such optimism was only partially justified. Transportation costs declined, and the volume of produce brought to Cincinnati increased. Toll receipts, however, remained disappointingly low. In 1828 the state's entire canal system collected only \$8,570.69 in tolls. By 1832 the amount had increased to \$50,974.73, but this was not enough to pay the interest on the debt the state had incurred in constructing canals. Although toll receipts continued to increase between 1832 and 1840, they did not reach the totals that advocates of the program had promised. This can be explained in part by the fact that traffic remained primarily local.⁵⁵

By 1835 neither the Miami nor the other Ohio canals had made any significant impact on the flow of exports from the area served by Cincinnati. The city still depended almost exclusively on the Ohio River for sending flour, pork, whiskey, corn, and tobacco--the main exports of the region--to the New Orleans market. Likewise, imports received in the city continued to follow established trade routes. Salt and sugar were brought up the river from New Orleans. Iron came down the river from Pittsburgh. Manufactured items, depending on their weight, came from both the eastern and southern routes. One authority concluded that:

In short, the northern part of the Old Northwest and the southern part each had its own commercial outlet or gateway. In fact, the southern part had two, the eastern and southern. While the two parts of the Old Northwest were now connected by a canal that ran from

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[Parks' Study Committee Report](#)

By 1820 the new state of Ohio had grown to a population of 580,000 residents. The main industry of the state was agricultural. It soon became evident that the state suffered from a severe lack of reliable transportation to move its products to eastern markets. The National Road was completed only from Cumberland to Wheeling and was an expensive method of transportation. The Ohio-Mississippi river route was long and dangerous.

The opportunity to connect Ohio with the prosperous eastern markets became a reality in 1817 when New York broke ground on a canal connecting Lake Erie with the Hudson River and New York City. In 1822, the Ohio state legislature commissioned the first canal feasibility survey in an effort to bring a modern reliable transportation system to the growing state.

On July 4, 1825, at Licking Summit south of Newark, work began on the Erie Canal. Two weeks later at Middletown ground breaking was held for the Miami Canal. At the same time work began on the Ohio & Erie Canal from Portage Summit (Akron) to Cleveland.

On July 3, 1827, two years after the ground breaking, Governor Trimble and the canal commission boarded a canal boat in Akron and the next day arrived in Cleveland. By 1832 the entire 308 mile route of the Ohio-Erie was open to traffic.

Unlike the Ohio & Erie, the Miami & Erie Canal was not initially conceived as a route from Lake Erie to the Ohio River. The Miami Canal was in operation from Middletown to Cincinnati in 1828, and in 1830, the 17 miles were completed to Dayton. The "Miami Extension" to Troy was not started until 1833. To satisfy political demands additional segments were parceled out to contractors until 1845 when the entire canal was open to traffic from the Ohio River to Lake Erie.

The canals prospered until 1855, the year revenue receipts were their highest. At its peak, Ohio's canal system consisted of almost 1,000 miles of main line canals, feeders and side cuts. Located in forty-four of Ohio's eighty-eight counties, the canals touched the lives of all the state's citizens. After 1855 the impact of the railroads began to be felt, and by 1903 water sales income from selling canal water to businesses and industries exceeded the income from freight carried on the canal.

Various attempts at restoration were made between 1904 and 1910, however, on March 23, 1913, Ohio's canal system came to an abrupt end. After a winter of record snowfall, storms dumped an abnormally heavy amount of rain on the state. The flood caused the reservoirs to spill over into the canals, destroying aqueducts, washing out banks, and devastating most of the locks.

In the ensuing years most of the canal lands were sold to private individuals or transferred to other public agencies for recreation, roads, and other public uses. Many structures have been transferred to historic groups for protection. Today less than twenty percent of the original canal lands are still owned by the state. Except for the contiguous watered sections discussed in this presentation, the remaining land is in small parcels, most of which are under one acre.

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In 1989 management and operation of the remaining canal system was transferred from the Department of Administrative Services to the Department of Natural Resources. Responsibility for operations of the hydraulics maintenance and water sales was assigned to the Division of Water. The real estate sales and leasing became the responsibility of the Division of Real Estate and Land Management.

2009 brought changes again to the administration of the canal lands. Responsibility for operational management of the canal lands, including real estate sales and leasing, was transferred to the Division of Parks & Recreation. The Division of Soil & Water Conservation retained responsibility for water sales and leases. Hydraulic operations were transferred to the Division of Engineering.

Miami-Erie Canal Today

Of the Miami & Erie Canal's 250 miles that once connected Lake Erie with the Ohio River, approximately 75 miles still remain in state ownership. The largest watered section (44 miles) is located along the Loramie Summit extending from Loramie Creek in Shelby County to Jennings Creek north of Delphos in Allen County. The hydraulics in this section are maintained by Division of Parks & Recreation employees working out of the St. Marys field office.

Another major section of the Miami & Erie Canal is located south of Newport in Shelby County. With the exception of stormwater, the hydraulics are no longer functioning in this section of the canal. In it's current condition, the canal towpath has the potential of being developed into a scenic hiking trail.

Approximately seven miles of watered canal along the Maumee River in Defiance and Henry Counties is under the jurisdiction of the Division of Parks and Recreation.

The Buckeye Trail and The North Country Trail are located on, or near, the towpath from Lucas County to Miami County.

In addition to these major sections, the state still maintains title to hundreds of small tracts of land along the canal and its feeders, most of which are less than one acre. Over the last 80 years, the administrators of the canal lands have sold to private interests, or transferred to other state agencies or historical groups the majority of the original canal land.

The Department of Natural Resources understands the significance of this section of canal land to the local heritage. The department is currently working with local communities and interest groups to develop a long-range strategy for preserving and developing this important heritage corridor.

Ohio-Erie Canal Today

Like its sister canal, the remaining watered section of the Ohio & Erie Canal are located on the summit. The Ohio & Erie Canal is maintained, to this day, as a water supply for local industries. After the flood, a few sections of the canal continued in use hauling cargo to local industries.

The section of the Ohio & Erie Canal from Brecksville Dam (northern Summit Co.) to Rockside Road (southern Cuyahoga Co.) was transferred to the National Park Service in 1989 as part of the Cuyahoga National Recreational Area.

A lease on the canal lands from the Cuyahoga National Recreational Area to the terminus of the canal has been executed with the Cleveland Metro Parks. Metro Parks manages the adjacent real estate and is developing the corridor into the Ohio & Erie Canal Reservation.

The section of the Ohio & Erie Canal still owned and maintained by the Division of Parks & Recreation in southern Summit is referred to as the watered section. This section runs from the north end of Summit Lake south to Barberton, a distance of about 12 miles. Included in this section is the feeder canal from the Tuscarawas River and the hydraulics at the Portage Lakes.

The Ohio & Erie Canal is maintained from Akron by Division of Parks & Recreation employees. Like its sister canal, the Ohio & Erie Canal carries a large amount of stormwater. The canals were not designed to accommodate this great influx of stormwater. Most of the siltation and erosion problems experienced today are the result of stormwater inappropriately piped into the canals over the years.

In late 1996, the canal from Zoar to Cleveland was designated a National Heritage Corridor. This

designation was brought about through the efforts of many communities, civic organizations, businesses and individuals working in partnership. The Department of Natural Resources is working with numerous local communities and organizations to assure the continued development of the Ohio & Erie Canal.

Reference -- "*A Photo Album of Ohio's Canal Era, 1825-1913*", Revised Edition. by Jack Gieck, Introduction by George Knepper, 1992

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CONSTRUCTION OF THE WABASH AND ERIE CANAL

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By LEE NEWCOMER

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Perhaps the most important event in the early history of northwestern Ohio was the opening, in 1843, of the Wabash and Erie Canal from Toledo to Lafayette, Indiana. During the brief period between that date and the coming of the railroads, this canal was responsible for opening up a large and important agricultural area. Immigrants from the East poured into the Maumee Valley; farms were cleared; and towns and cities sprang up. In the decade following 1843, the amount of corn shipped from Toledo rose from a comparatively insignificant amount to millions of bushels. For a time, Toledo became the chief port in the United States for the shipment of corn.¹ The influence of the Wabash and Erie Canal on the development of the Maumee region is of great significance. An historical study of the development of the Wabash and Erie Canal reveals a multitude of difficulties such as local jealousies, disease and epidemic, labor troubles, financial difficulties, and problems of sanitation. It is the purpose of this paper to discuss some of these non-technical difficulties which were encountered and overcome in the construction of this canal.

For several years prior to 1827, Indiana had contemplated building a waterway to connect the Maumee with the Wabash River. On March 2, of that year, the state secured from Congress a handsome grant of land to help in financing the projected improvement. This federal aid consisted of alternate sections for five miles on each side of a canal that would connect navigable points on the two rivers. Indiana accepted the land grant, but soon found that any navigable canal that was built would have to be extended down the Maumee River through

¹ Elbert J. Benton, *The Wabash Trade Route in the Development of the Old Northwest*, John Hopkins University Studies (Baltimore, 1903), Ser. XXI, nos. 1-2, p. 99.

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Ohio's territory. Accordingly, a conference was held in 1829 between representatives of the two states. The agreement reached at this meeting provided that Ohio should undertake that part of the work within her borders and in return receive a proportionate share of the federal land grant. Indiana assented to the proposal and Congress accepted the transfer of a part of the land grant. For some time, however, the Ohio Legislature delayed in taking action but it finally also ratified the agreement.²

Nevertheless, Ohio hesitated long before she actually began work. It was argued by some that the proposed canal would compete with the Miami Canal, the Ohio Canal, and even draw trade from the National Road.³ Indiana kept urging her neighbor State to begin construction. By 1835, Indiana had completed a considerable part of her section of the canal but it was of very little value since it had no outlet to Lake Erie. It appeared to be to Ohio's advantage to commence digging her portion of the canal immediately. Friends of the waterway pointed out the fact that Indiana was likely to abandon her canal program and concentrate on a system of railroads if Ohio did not begin work soon on the Wabash and Erie.⁴

Ohio, however, was confronted by an obstacle in the form of a boundary dispute with Michigan. It was the rivalry over Toledo Bay and the terminus of the canal that gave to the Ohio-Michigan "war" its intensity. Ohio would not begin construction until she was certain that the entire length of the canal would lie within her borders. In a letter to Indiana, the Board of Canal Commissioners asserted that "we cannot consent to terminate this canal in a neighboring territory or state nor in such a manner that the important commercial emporium consequent upon the improvement may in any event grow up under foreign jurisdiction."⁵

Two years later, after the boundary dispute was out of the

² Ohio, *Joint Resolution Relative to the Construction and Maintenance of the Wabash and Erie Canal*, February 21, 1871.

³ Report of the Board of Canal Commissioners, December 26, 1833, in the collection of documents relating to the Ohio canals in the Archives Division of the Library of the Ohio State Archaeological and Historical Society at Columbus. Hereafter, this collection will be cited as Canal MSS.

⁴ Letter, Canal Commissioners of Indiana to Canal Commissioners of Ohio, June 16 1835, Canal MSS.

⁵ July 26, 1835, *ibid.*



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way, Ohio finally began work on the canal. By the end of 1837, contracts had been let for the construction of the entire line from Toledo to Indiana. At this time, conditions were favorable for the work since there was an abundance of labor available due to the suspension of much business in the East.⁶

As preparations for the canal were going on, the spirit of speculation raged in the Maumee Valley. Although the country was as yet sparsely populated, villages were laid out and cities planned. People in the towns along the route saw a rosy future opening up before them. The prospects for Toledo were bright. When all the canals contemplated by Ohio, Indiana, and Illinois were completed, Toledo would become the center of over one thousand miles of inland navigation. It would be the chief city in the West.⁷ In 1837, the editor of the *Maumee Express* pictured the future effects of the new canal as follows: "A new empire will be opened to the gaze of the admiring world. A new era will commence in agriculture, in the occupation of a soil of untold fertility, by a free, an enlightened, and a happy people. Commerce will learn a new lesson in this vast field of national intercommunication. The arts and sciences will flourish."⁸

Several difficulties were encountered in fixing the exact location of the canal route. In the first place, there was the question as to whether it should end at the foot of the rapids of the Maumee or whether it should be carried a few miles farther to Manhattan on Toledo Bay. Many persons thought that it was unnecessary to extend a canal alongside the river from the rapids to Toledo. Of course the citizens of Maumee City wanted it to terminate at the rapids. That would make their town a great lake port. For several years, the newspapers of Toledo and Maumee carried on a lively dispute over the relative advantages of their respective locations as a terminus for the canal.⁹

This rivalry was settled in 1837 by a report of the chief engineer. Because of some uncertainty in regard to the naviga-

⁶ "Report of Board of Public Works," *Ohio Executive Documents*, 1838, 7.

⁷ *Toledo Gazette*, November 12, 1836.

⁸ *Maumee Express*, June 3.

⁹ See *Toledo Gazette*, July 20, 1836; *Maumee Express*, April 29, 1837.

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tion of lake vessels on the lower Maumee, he advised the continuation of the canal to Manhattan, just below Toledo. This view prevailed and the canal line was extended to the bay.¹⁰

A typical question connected with the specific location of the canal route concerned the little village of Gilead in Wood County. According to the engineers, it would prove cheaper to construct the Wabash and Erie on the north bank of the river. However, Gilead protested. The town was on the south bank and would lose commerce, water power, and similar privileges if the canal were not built on its side of the river. When the controversy was finally settled, Gilead lost the canal. The route ran along the opposite bank of the river.¹¹

In 1837, Gilead protested again. This time the engineers had proposed the construction of a feeder dam across the river at the head of the rapids. To do this, it would be necessary to buy considerable land on the Gilead side of the river. Satisfactory arrangements for this purchase could not be carried out. The village was opposed to a dam at that point because it would have meant the destruction of part of the town by backwater. It was not until 1844 that this question was definitely settled. In that year, it was decided to construct the proposed dam farther upstream so as not to interfere with the citizens of Gilead.¹²

The Wabash and Erie was for size and strength superior to any other canal in the State. It had almost three times the capacity of the Ohio Canal. Consequently, it proved to be comparatively expensive to build. Yet, there does not seem to have been the profligate expenditure of money on this canal that was claimed by some at the time. The whole line was placed under contract to the lowest responsible bidders. Bids were invited by advertisements in a large number of newspapers in both Ohio and neighboring states. As it turned out, many contractors took work at lower prices than were justified by the circumstances. In the years from 1838 to 1841, a number of contracts were abandoned and had to be relet. Most of these failures were due to the high cost of provisions and labor which prevailed during

¹⁰ "Report of Committee on Canals," *Ohio House Journal*, 1837-38, 8 (Appendix).

¹¹ "Report of the Board of Public Works," *ibid.*, 8-9.

¹² "Report of Board of Public Works," *Ohio Ex. Docs.*, 1843, 1-2.

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most of this time. In all probability, more money was lost by the unfortunate contractors than was gained by the more successful ones. The canal cost a good deal to build, but, in the opinion of the Board of Public Works, it could not have been constructed for much less.¹³

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Labor for use on the Wabash and Erie was recruited from two sources, local inhabitants and immigrants. It is impossible to determine the percentage contributed by each source but it seems probable that most of the unskilled workers on this canal were Irish immigrants.

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Wages were generally high. The reports of the Board of Public Works during this period frequently refer to the high cost of labor because of the competition of other public works in the western states. Whenever a section of the canal was put under construction, there was a general advance in the price of labor and provisions in that vicinity. This increased the cost of the canal and constituted one of the factors which caused many contractors to lose money.¹⁴

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The laborers were paid by the contractors and not by the State. At times disagreements arose over the payments. A few employers were dishonest and absconded, leaving their workers unpaid. This lack of integrity brought some sections of the canal into disrepute.¹⁵ Nevertheless, when laborers failed to receive their pay, the fault usually lay not with their employers, but with the State. Payments by the State on contracts were usually slow. For several months in 1839, workers were paid with Michigan "wild-cat" bills because of lack of funds. This currency depreciated rapidly and caused a great deal of distress to all concerned.¹⁶

Numerous complaints came to the State officials from contractors who were not receiving their payments. One agent on the Wabash and Erie wrote in 1838 that construction was at a standstill. Men could not be hired, he said, because those who

¹³ *Ibid.*, 1842, 18-19.

¹⁴ Letter, F. D. Cochran to W. Kenedy, September 28, 1838, Canal MSS.; Samuel Hasbeer to Alfred Kelly, February 7, 1829, *ibid.*

¹⁵ "Report of Canal Commissioners," *Journal of the Senate of Ohio*, 1826, 125.

¹⁶ Clark Waggoner, ed., *History of the City of Toledo and Lucas County, Ohio*, (New York, 1888), 595.

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had been working had not been paid for several months.¹⁷ Situations such as this were common much of the time. In a report a few years later, the Board of Public Works stated that for the past fifteen months no money had been available with which to pay the canal contractors.¹⁸

Notwithstanding these financial difficulties, the work of constructing the canal went on. When money was not to be had, promises were made to the laborers. Sometimes, when a contractor was hard-pressed to keep his men on the job, he would offer a keg of whiskey as an inducement to continue work.¹⁹

The Irish canal-laborers lived in camps along the construction line. When a considerable number of men were working on one section, their lines of huts would often resemble the barracks of a fortified post. The Irish digger's chief means of recreation seemed to consist of Sunday drinking carousals and fights. Picks, shovels, clubs, and stones were used freely in these encounters and broken heads resulted frequently.

A great deal of this turbulence was caused by excessive drinking. Indeed, a propensity for ardent spirits seemed to be the Irishman's chief vice. Several factors favored a large per capita consumption of liquor by the canal laborer. In the first place, whiskey was cheap. The best quality cost little and inferior grades could be purchased by even the poorest Irishman. Furthermore, canal contractors of the period often provided their workers with alcoholic beverages. A barrel or two of whiskey would be supplied periodically in the hope of getting more work out of the men.²⁰

Although the canal worker probably drank more whiskey than was necessary for medicinal purposes, one reason for its wide use was a preventive against disease. Sickness among the laborers took a terrible toll of life. Country which is today quite healthy was then just the opposite. This was particularly true of the Maumee Valley and the near-by notorious Black Swamp.

¹⁷ Letter, Oscar White to William Wall, September 15, 1838, Canal MSS.

¹⁸ *Ohio Ex. Docs.*, 1843, 19.

¹⁹ "Receipts of Laborers, 1830," Canal MSS.

²⁰ *Ibid.*

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Contemporary letters from the Maumee district are full of references to sickness.²¹

This prevalence of disease was caused largely by the many swamps and bodies of stagnate water. Morasses and marshes, small lakes and ponds dotted the woods. In places where the canal was not dug but was made by piling up embankments, water would trickle through these walls and gradually flood the surrounding lowlands. Mosquitoes and malaria were notoriously bad throughout the river bottoms, and flat lands. The sun was unable to penetrate the deep foliage down to the swamps and drowned woodlands. During the summer months, the Six Mile Reservoir west of Defiance frequently became little more than a stagnate frog pond. It contributed its share to the prevailing sickliness of the region.

As a result of these conditions, epidemics of smallpox, typhoid, pneumonia, and other diseases frequently ravaged the Maumee Valley. During certain seasons of the year, the ague was very common. Cholera was particularly bad at Toledo in some years.²² It was reported in 1839 that contractors on the canal were operating under unusually difficult conditions because of recurrent epidemics among the workers.²³ Both the Maumee and the Wabash Valleys acquired an unenviable reputation in this respect. Travelers considered themselves fortunate to get through the region without illness.²⁴

The shanties which quartered the laborers were generally unsanitary and the men fell easy victims to epidemics. At regular intervals, a doctor would ordinarily make his rounds of the camp handing out quinine, calomel, and blue mass. Whiskey was used without stint as a protection against malaria. Every few hours during the day, a boy would pass along the line of diggings and give to each man his "jigger full" of whiskey. Still, even the most vigorous were not immune from the fevers, and, notwithstanding all the precautions taken, a great many of the workers died.

²¹ See Canal MSS.

²² "Report on Northern Division of Miami and Erie Canal," 1852, Canal MSS.

²³ "Report of Board of Public Works," *Ohio Ex. Docs.*, 1889, 14.

²⁴ J. Richard Beste, *The Wabash, or Adventures of an English Gentleman's Family in the Interior of America* (London, 1835). II, 220.

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The unhealthful nature of the Maumee Valley made it difficult at times to secure men for the construction gangs. During the summer months, laborers often left the canal to avoid danger of sickness. In some years construction proceeded very slowly because workers, through fear of disease, had kept clear of the region altogether.²⁵ In 1838, a contractor wrote from Maumee City that "here in truth almost everybody is sick and hands are very scarce." In order to secure more laborers, he had "caused a notice to be published editorially in the *Maumee Express* for 2000 hands with a request that other papers in the vicinity of a surplus laboring population would give it an insertion and it has been noticed by nearly all the Eastern papers."²⁶

The Catholic population of Toledo at this time was composed mainly of immigrants who had come to Ohio to work on the canal. Most of these were Irish, although some Germans were included in the group. Catholic priests, working among their people, attempted to improve the social and moral conditions in the construction camps. They were, however, severely handicapped in their efforts by lack of numbers. It often happened that the Catholic laborer on the canal would not see a priest for months at a time. During these years, few were available for work on the frontier and along the canals.²⁷

In 1841, the first definite step was taken toward permanent Catholic work in the Maumee area. Father Rappe was sent to northern Ohio in that year. His parish extended west from Toledo to Indiana and as far south as Allen County. Father Rappe found a difficult task before him. Intemperance was a special vice of the canal workmen. Too often the laborer spent his hard earned money on drink instead of on his family. In addition to the problem of liquor, there was the dreaded "Maumee fever" to cope with.²⁸

Father Rappe worked hard in organizing parish and temperance societies. In 1846, he was joined by another priest who came to aid him in the fight against whiskey and disease. At that time, the outlook at Toledo was anything but hopeful. "At

²⁵ Letter, Oscar White to William Wall, September 15, 1838, Canal MSS.

²⁶ *Ibid.*

²⁷ *Catholic Almanac*, 1833, 32.

²⁸ Waggoner, *History of Toledo*, 595.

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Canals

During the late 1810s, Governor Thomas Worthington and Governor Ethan Allen Brown both supported internal improvements, especially canals. Both men believed that Ohioans needed quick and easy access to the Ohio River and to Lake Erie if they were to profit financially. Farmers and business owners would be able to transport their products much more easily and cheaply with canals rather than turnpikes. Canals would also hopefully open up new markets for Ohio goods.

In 1820, Brown convinced the Ohio legislature to establish the Ohio Canal Commission. Its purpose was to hire an engineer to survey a route for a canal that would connect Lake Erie with the Ohio River. The formation of the board was conditioned on the United States government either donating or selling land to the Ohio government for the canal. The United States government refused, and the Ohio Canal Commission did not complete a survey.

In 1822, the Ohio legislature realized the importance of internal improvements and created a new Ohio Canal Commission. The Commission hired James Geddes, an engineer who had worked on the Erie Canal in New York, to determine the best routes available for a canal from the Ohio River to Lake Erie. Geddes proposed three routes. The first ran along the Miami and Maumee Rivers in western Ohio; the second included the Scioto and Sandusky Rivers in central Ohio; and the final route included the Muskingum and Cuyahoga Rivers in eastern Ohio. The Canal Commission eventually recommended a route starting at Lake Erie, passing through the Cuyahoga Valley, the Muskingum Valley, the Licking Valley, and then to the Ohio River along the Scioto Valley. In essence, this first proposed route included a combination of the central and eastern Ohio routes. The Commission also recommended a western route along the Miami and Maumee Valleys. In 1825, the Ohio legislature approved both routes, and work began immediately. On July 4, 1825, at Licking Summit just south of Newark, Ohio Governor Jeremiah Morrow and New York Governor De Witt Clinton, the man most responsible for New York's Erie Canal, turned over the first shovels of dirt of what would become the Ohio and Erie Canal. On July 21, work began at Middletown on the western canal route. This canal became known as the Miami and Erie Canal.

To finance the canals, the Ohio government relied on loans. The legislature established a Canal Fund Commission to regulate the costs of and the securing of money for the canals. Ohio received its initial loan for construction of the canals from bankers and businessmen living along the East Coast. The initial loan was for 400,000 dollars. The canal commissioners estimated that the Ohio and Erie Canal would cost approximately 2.3 million dollars, while the Miami and Erie would cost 2.9 million. Once construction was completed, the canals combined actually cost 41 million dollars, 25 million dollars of which was interest on loans. The Ohio and Erie Canal cost approximately ten thousand dollars per mile to complete, and the Miami and Erie Canal cost roughly twelve thousand dollars per mile to finish. The canals nearly bankrupted the state government, but they allowed Ohioans to prosper beginning in the 1830s all the way to the Civil War.

Canal construction went quickly but not easily. At the peak of construction, more than four thousand workers were laboring on the canals. Private businesses bid on portions of the canals. The state usually accepted the least expensive bids. Once the trench for the canal was dug, workers usually lined it with sandstone. Canal locks also usually consisted of sandstone lined with wood, but sometimes workers made the locks exclusively from wood. The submerged wood would swell, making a waterproof barrier. Workers generally earned thirty cents per day plus room and board. A typical day began at sunrise and did not end until sunset. While thirty cents per day seems a poor wage in modern money, it was attractive to numerous people. Many recent immigrants to the United States, especially the Irish, survived thanks to jobs on the canals. Other people, like the residents of the communal society at Zoar, also helped construct canals to assist the survival of their community. Many of Ohio's communities today, including Akron, began as towns for the canal workers.

By 1833, the Ohio and Erie Canal was complete. The Miami and Erie Canal would take an additional twelve years to finish, because the state legislature only originally authorized its completion from Cincinnati to just north of Dayton. In 1830, the Ohio legislature earmarked funds for the Miami and Erie Canal's extension to Defiance and Lake Erie. Once completed, thirty-three of Ohio's eighty-eight counties either had portions of canals running through them or quarries to mine rock for construction.

Once completed, the canals still faced numerous difficulties. Flooding could do serious damage to the locks, walls, and towpaths, requiring extensive repairs. Especially in northern Ohio, cold weather would cause the canals to freeze, also causing damage. Usually canals in the northern half of the state were drained dry from November to April. During the winter months, workers would repair any damage that occurred during the earlier part of the year. In southern Ohio, canals generally stayed open the entire year.

The difficulties Ohioans faced with the canals paled in comparison to the advantages that they garnered. Most importantly, the cost to ship goods from the East Coast to Ohio and vice versa declined tremendously from 125 dollars per ton of goods to twenty-five dollars per ton of goods. It took eighty hours to travel from Cleveland to Portsmouth along the Ohio and Erie Canal. While horseback was much quicker, it also cost a great deal more. The cost on the canal boat was \$1.70 per person.

Most canals remained in operation in Ohio until the late 1800s. There is a short stretch in the Muskingum Valley near Zanesville still in operation today. By the 1850s, however, canals were losing business to the railroads. Railroads had several advantages over the canals, which made the railroads much more popular. While railroads cost more to ship people and goods, they could deliver people and items much more quickly than the canals. Railroads also were not limited by a water source like canals were. As a result of these advantages, railroads quickly supplanted the canals.



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WABASH AND ERIE CANAL

207

certain seasons," wrote the new priest, "it was almost impossible to meet a healthy looking person, and frequently entire families were sick and unable to help one another. Apart from the dread malarial fever, we were occasionally visited by such epidemics as erysipelas, and towards the end of 1847 we saw the ship fever emigrants landing on the docks to die among strangers within a few hours after arrival." 29

Many difficulties were encountered in building the Wabash and Erie Canal. Yet, despite the obstacles of local jealousy, financial problems, and disease, the work of construction steadily progressed. By 1843, the Ohio section of the waterway was completed. On July 4 of that year, the canal was opened for navigation from Toledo to Lafayette.³⁰ A great celebration was held at Fort Wayne as part of the festivities. Cannons were fired, bonfires lighted, and speakers proclaimed the arrival of a new day for the Maumee Valley. The future history of that section of Ohio was to prove the validity of their predictions.

²⁹ *Ibid.*, 595-6.

³⁰ Two years later, in 1845, the Miami and Erie Canal was completed from Cincinnati to its junction with the Wabash and Erie in Paulding County, Ohio.

Atkins Div
Lucas Co. O.

1851

STATEMENT OF TITLE

TO

One copy hand m

South side of Madison

and Erie bounded at both

to b. Toledo Ohio

FOR

No. 1321

LENDERSON & LANG,

Nos. 15 & 16 Masonic Temple,

Junior Registrar and Adams Street, **TOLEDO, O.**

The B. F. Wade Co., PRINTERS, Toledo.

LENDERSON & LANG have a complete set of **Abstract Books** of all the Real Estate in the City of Toledo and Lucas County, pertaining to the Records of Deeds, Mortgages, Plats, Liens, Wills, &c., &c.; also, a full list of all existing Judgments rendered in this County, and in the United States Circuit and District Courts at Cleveland. They will furnish Abstracts or Opinions of Title with dispatch and on **Reasonable Terms.**

OLD ASS RACT

Received by Dicke @ D-2

11-15-10 From N&L

NOTE permit issued to
Mail Road to Guild Bridge
UNDER contract in 1853

N. Y. C. R. R. CO. with No. 81
Land & Tax Dep't. -3
Air Line Div.
Lucas Co, O

INDEXED BY THE
BANK VALUE RECORD
PHOTODUPLICATED

Plan of Tracks & Right of
Way near Tunnel at Toledo, O

Abstract of Deeds

A lot in River Street number four (4) of the United States Reserve of twelve (12) miles square at the foot of the Rapids of the Quinim of Lake Erie, in the County of Lucas, and State of Ohio, at Lock number six (6) of the Stark's Erie Canal, beginning at a point fifty (50) feet at right angles from the South East face of the Lock chamber wall and one (1) chain above the head of the lock, thence North $45\frac{3}{4}^{\circ}$ East parallel with said face of wall five (5) chains, thence South $44\frac{1}{4}^{\circ}$ East, two (2) chains, thence South $45\frac{3}{4}^{\circ}$ West, five (5) chains, thence North $44\frac{1}{4}^{\circ}$ West, two (2) chains, to the place of beginning, containing one (1) acre of land

1. Martin Bann, by Assistant Register } Whereas at a session of the
Supreme Court of Michigan
To in Chancery, held at
William Oliver } Detroit, Jan'y. 2 1828, it was

adjudged and decreed by said Court in a certain cause there depending, between William Oliver, complainant; and Martin Bann, that the whole of the mortgage premises mentioned and set forth in the Readings in this Court be sold by the Register of said Supreme Court in Chancery, in Showers, Quilligan, said Register, giving six weeks notice of the time and place of such sale, in the Quilligan

Sentinel, printed at Monroe. And whereas Elias
W. Whipple, Assistant Register in pursuance of the
order and decree of said Court did sell, Sept.
1 1828, at public auction at the Court House
in Monroe, said mortgaged premises hereinafter
described, having first given said notice, at
which sale said premises were struck off to
William Oliver for \$618⁵⁶, it being the highest
sum bidden for the same. Now, therefore, in
order to carry into effect said sale, in pur-
suance of the decree of said Court, and in
consideration of the premises and \$618⁵⁶, Charles
W. Whipple, Assistant Register of the Supreme
Court of Michigan, sitting in Chancery, and at
present vested with the powers of Register of
said Court, as appears by an order entered on
the records of said Court, conveys to William
Oliver and to his heirs and assigns forever
all that tract of land in Erie Township, Monroe
County, Michigan, and in the United States
Reservations of 12 miles square, at the foot of the
Rapids of the Maumee of Lake Erie, as numbered
and sold by the United States at Proctor,
Ohio, in 1817, to wit: River Tracts Nos. 3rd and 4th
on the West side of said Maumee River and
other property, by Deed, dated Sept. 1 1828. Two wit-
nesses, seal and scroll, acknowledged Sept. 11
1828 before B. F. Witherell, Justice of the Peace,
Wayne County, Michigan. Recorded Sept. 17 1828
in Monroe County, Michigan. See Transcript,
page 29.

2.

William Oliver and } General Attorney, dated
 Eliza, his wife, } Jan'y. 19 1831. William
 do } Oliver and Eliza, his wife,
 At. S. Cole } appoint At. S. Cole, their
 true and lawful attorney

for them and in their names to make, execute
 seal and acknowledge and as their act
 deliver all such deeds as shall be necessary
 and proper to transfer and convey to the
 University of Michigan, or to the Trustees of said
 University River tract No. 4, containing 143²⁵
 acres, and other property. Two witnesses,
 two seals and two scrolls, acknowledged
 Jan'y. 10 1831 before Isaac G. Bennett, Mayor,
 Vincennes, seal & wife examined separate
 and apart from her husband and contents
 made known, declared that she signed
 voluntarily and was still satisfied there-
 with. Recorded Apr. 1 1834 in Monro's County,
 Michigan Records. See Transcript, page 215.

3.

William Oliver and } Quit claim Deed, dated
 Eliza, his wife, by } Feby. 7 1831. Consideration
 At. S. Cole, Attorney } \$1000. Leamy River tract
 do } No. 4, containing 143²⁵
 The Trustees of the } acres, more or less, and
 University of Michigan, } other property. Granted
 Successors and assigns. } by Henry S. Cole, then
 attorney, sign with two

seals and two scrolls, in the presence of
 two witnesses, acknowledged Feby. - 1831 by

said Attorney for said Grantors, before A.S. Porter, Notary Public, Wayne County, Michigan. Recorded Nov. 1 1834 in Monroe County, Michigan Records. See transcripts pages 214.

4. William Oliver and Eliza, his wife, } Maranty Deed, (Against
Do } parties claiming by, from
Philander Raymond } or under them, their heirs
Heirs and assigns. } or assigns) dated May 2,
1836. Consideration \$2000.

Levey an undivided $\frac{1}{3}$ part of tracts 3 and 4, excepting 10 acres at the North East corner of tract 3, to be located by said Oliver, and other property.
In consideration of \$1000 Eliza Oliver, wife released down. Two witnesses, two seals and two scrolls, acknowledged May 2 1836 before Henry Rockey, Notary Public, Hamilton County, Ohio, seal. Wife examined separate and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied therewith. Recorded May 28 1836 in Volume 1 of Deeds, page 161.

5 Philander Raymond and wife, } Maranty Deed, dated
Do } Nov. 8 1836. Consideration
Eliza Whittlesey } \$800. Leveys 32 acres
Heirs and assigns. } in common and undi-
vided in said tracts
3 and 4 and other proper-
ty, in trust for Edward Wade $\frac{2}{5}$, John W.

deighton 15 and Eliza Mittleber and Eben Denton 245. In consideration of \$100 Mary B. Raymond, wife, released down. Two witnesses, two scrolls and two scrolls, acknowledged Nov. 8 1836 before Walter Bailey, Justice of the Peace, Aultwater County Ohio. Wife examined separately and apart from her husband and contents made known declared that she signed voluntarily and was still satisfied therewith. Recorded Oct. 30 1836 in Volume 2 of Deeds, page 73.

6. The Trustees of the } Quit Claim Deed dated
University of Michigan, } May 5 1837. Considera-
G. } tion \$5000. Loney
Millions Oliver } tracts 3 and 4 in the
} 12 miles Reclamation at the
} foot of the Rapids of the
} Huron River, near Sable, pursuant to a contract
} between the parties, dated Oct. 25 1834 and other
} property. Signed by A. C. Pring, President pro tem,
} and G. Matt Millions Secretary, corporate seal
} attached in the presence of two witnesses, as
} acknowledged May 5 1837 before A. Sewage, Notary
} Public, Wayne County, Michigan, seal. Recorded
} Quary 8 1837 in Volume 2 of Deeds, page 237.
} no 10000. Loney one witness
} 15 and 2 in the only time.

7. Phileander Raymond. } Warranty Deed, dated Quary
} and Mary B. his wife, } 19 1837. Consideration
} \$10000. Loney one witness
} Daniel Leaveling } adivity fourth part of
} Alvin and assigne. } 3 and 4 excepting 10 acres at

the North East corner of tract 3, to be located by William Oliver) in the 12 mile Reservation, at the foot of the Rapids of the Miami of Lake Erie, and other property. Three witnesses, two seals and two scrolls acknowledged May 19 1837 before S. L. Russell, Justice of the Peace, Wyandot County Ohio. Wife examined separately and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied therewith. Recorded July 3 1837 in Volume 3 of Deeds, page 91.

8. Daniel Leuching } Warranty Deed, dated April
To } 7 1838. Consideration \$8500.
Erastus Bushing }
Heirs and assigns. }
part of tracts 3 and 4

Excepting 10 acres at the North East corner of tract 3, to be located by William Oliver.) and other property in the 12 mile Reservation at the foot of the Rapids of the Miami of Lake Erie. Two witnesses, seal and scroll, acknowledged April 30 1838 before Gordon Fitch, Justice of the Peace, Wyandot County, Ohio. Recorded May 7 1838 in Volume 3 of Deeds, page 347.

9. Philander Raymond } Warranty Deed, dated July
and Mary B., his wife } 30 1838. Consideration
To } \$17000. Convey the Und^{1/2}
Era H. Knapp, } parts of River Tracts 3 and
Heirs and assigns. } 4 Excepting 10 acres at

the north east corner of tract 3 seemed to and to be located by William Oliver) and other property in the be will reservation at the foot of the Rapids of the Miami of Lake Erie. Two minutes, two acs and two scalls, acknowledged July 30 1838 before George A. Benedict's Notary Public, Cayuga County, Ohio, seal. Title examined separate and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied therewith. Recorded Aug. 2 1838 in Volume 3 of Deeds, page 57.

10
Philander Raymond
and Mary R, his wife,

do.
Edmund Mable
heirs and assigns.

Warranty Deed, (against
persons claiming by,
through or under him)

dated July 14 1838.

consideration \$100 money
all that remains to me

of the undivided $\frac{1}{3}$ part of tracts 3 and 4 excepting
10 acres at the north east corner of tract 3 seemed
to William Oliver, after having deeded to Ora A.
through 66 acres in common and undivided in said
tracts and to Elizabeth Whittier in trust, 32 acres in
common and undivided therein, and to Daniel
Quaking $12\frac{1}{2}$ acres in common and undivided,
and other property. Two minutes, two acs and
two scalls, acknowledged July 14 1838 before Walter
Bailey, Justice of the Peace, Cayuga County, O.
Title examined separate and apart from her
husband and contents made known, declared that she

signed voluntarily and was still satisfied therewith. Recorded Aug. 2, 1838 in Volume 3 of Deeds, page 575.

11. William Oliver and Eliza, his wife,
To Isaacah S. Williams
and assigns.

Quit claim Deed, dated Feb. 6, 1839. Consideration \$100.
Conveys the equal undivided 1/5 part of Tracts 3 and 4 (excepting 10 acres off the North East corner of tract 3), and other property in the 12 mile square reservation at the foot of the Rapids of the Miami of Lake Erie. Two witnesses, two seals and two seals, acknowledged Feb. 6, 1839 before Thomas Wood, Justice of the Peace, Franklin County Ohio. Eliza Oliver, examined separately and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied therewith. Official character of Officer certified to by Lyne Starling Jr., Clerk Franklin County Ohio, seal. Recorded May 25, 1839 in Volume 4 of Deeds, page 445.

12. Ora H. Knapp
To Horace Wilder
and assigns.

Warranty Deed, dated Nov. 24, 1838. Consideration \$4000.
Conveys the Und. 1/24 part of River Tracts 3 and 4
Excepting 10 acres in the North East corner of tract 3, and other property, in the 12 mile square Reservation at the foot of the Rapids of the Miami of Lake Erie, in

East Lawrence Township, Lucas County Ohio, in trust that in case said Murphy shall fail to pay a note given by himself and endorsed by Elias Whittney and Henry Keyes for \$4000. to the Ohio Ice Shovance and Canal Company. said grantee shall make sale of the whole or a part of said premises for the purpose of paying the sum due on said note and that in case of the payment of said note by said Murphy, said grantee shall reconvey said premises to said Murphy, or his heirs or assigns. In witness, seal and scroll, do=

knownedged Nov 24 1838 before Samuel M. Davis, Mayor, Leincimati, Hamilton County Ohio, seal.
Recorded March 1 1844 in Volume of Deeds page 159

13

William Owen and
Elias, his wife,
Pl. vs William and
Hannah, his wife,
of Ohio, } Deed, dated Sept. 17 1842
considation \$100
convey to the State
of Ohio, to be used
as hydraulic sites, and
assigns for ever, the
following real estate

lying and being in tracts state and part
of the 12 miles square more or less at the foot
of the Rapids of the Miami of Lake Eric, in
the County of Sucas and State of Ohio, viz:
A lot at Lock No. 6 of the Shoals and Ice Canal
beginning at a point 55 feet at right angles to
the S. & E. face of the lock chamber wall, a
line drawn above the head of the lock.

N. $75\frac{3}{4}^{\circ}$ East parallel with said face,
5 chains, thence S. $44\frac{1}{4}^{\circ}$ E. 2 chains, thence
 $45\frac{3}{4}^{\circ}$ W. 5 chains, thence N. $44\frac{1}{4}^{\circ}$ W. 2 chains
to the place of beginning, containing one acre.
Also a lot at locks 3, 4 and 5 of said Canal, be-
ginning at a point 47 feet at right angles from
the South East face of the lock wall and
one chain above the head of lock No. 5 thence
N. $42\frac{3}{4}^{\circ}$ E. parallel with said face of wall to
the Toledo side cut below lock No. 3, 10 chains
and 86 links, thence S. 89° E. on said Canal
bank 2 $\frac{7}{8}$ chains, thence S. $42\frac{3}{4}^{\circ}$ W. 12 $\frac{6}{8}$ chains,
thence N. $47\frac{1}{4}^{\circ}$ W. 2 chains to the place of begin-
ning, containing 2 $\frac{5}{8}$ acres.

Also at lock No. 2 beginning at a point 72
feet at right angles from the North face of
the chamber of lock No. 2 and opposite the
foot of said lock, thence N. $61\frac{1}{2}^{\circ}$ E. to the
foot of the bank of Snow Creek, thence
Westwardly up Snow Creek to a point
from which a line drawn S. $61\frac{1}{2}^{\circ}$ W. to its
intersection with a line drawn from the
point of beginning N. $83\frac{1}{2}^{\circ}$ W. will include
 $\frac{75}{100}$ of an acre. Two witnesses to each,
four seals and four scrolls, acknowledged
Oct. 19 1842 before P. Critchalt, Notary Public, Ham-
ilton County Ohio, seal. Witnesses examined separately
and apart from their husbands and contents
made known, declared that they signed volun-
tarily and were still satisfied. Herewith. Record
ed Sept. 24 1842, in Volume 7 of Deeds page 486.

14

Oral At Knapp and } Emory of Attorney, dated Sept.
James E., his wife, } 14 1842. Certificate and appoint-
Edward Grade } Edward Grade their true and
lawful attorney for them and
in their names, to convey

lyded to the State of Ohio, all their interest
in and to any quantity of land not exceeding
5 acres in River Gravel No. 3 and 4 in Town 3
United States Range of 12 miles square at the
foot of the Rapids of the Miami of Lake Erie,
hereby ratifying and confirming all such con-
veyances, so made by our said Attorney
the same as if we were personally present
and did the same. Two witnesses, two seals
and two scrolls, acknowledged Sept. 14 1842
Before Sebastian F. Taylor, Justice of the Peace,
Catawba County, Ohio, aal. Wife examined
separate and apart from her husband
and contents made known, declared that
she signed voluntarily and was with other
aid therein. Recorded Dec. 2. 1842 in Volume 7 of
Books, page 579

15

Edward Grade and } Deed, dated Sept. 15 1842.
Donald L., his wife, } Consideration \$100 hereby
Oral At Knapp and } same property as to \$5
James E., his wife, } preceding.
by Edward Grade, } Two witnesses, four seals
them, atty. in fact } and four scrolls
of } acknowledged Sept
The State of Ohio, 4 covering 1842 before James E.

Eriger, Notary Public, Seneca County, Ohio, seal. Mes examined separate and apart from their husbands and contents made known, declared that they signed voluntarily and were still satisfied therewith. Recorded Dec. 2, 1842 in Volume 7 of Deeds, page 600.

16. Rhodolphus Dickinson
Acting Commissioner, for
and in behalf of the
Board of Public Works
of the State of Ohio,

Lease, dated Aug. 8, 1843.

leavens the same
property as in No. 13
preceding, for the
purpose of using hy-
draulic power thereon,
and for no other, so
long as they shall
lease or use the water

To
Micajah T. Williams,
Heir and assignee.

Power heretofore leased to said Micajah T. Williams, from the Board of Public Works aforesaid in behalf of the State of Ohio, to be used on tracts Nos. 3 and 4 in the Town of Toledo, according to the spirit and intention of said lease, and whenever by the provisions of said lease said water power therein granted or leased or any portion of it shall become forfeited to the State of Ohio, this lease or such portion of it as shall be necessary to carry into effect, the provisions contained in that lease shall become void and of no effect.

Signed R. Dickinson (Real) Acting Commissioner

for and in behalf of the Board of Public Works, in the presence of Abner L. Backus and acknowledged Aug. 8 1843 before David Mallery, Jotany Public, Sandusky Co., Ohio's seal. Recorded Sept. 16 1843 in Volume 8 of Deeds, page 426.

17. Edward Trade and Sarah L. his wife } Airt-Blavin deed, dated Feb'y 19 1844. Consideration \$1000 money all their right title and interest in and to said River Tracts 3 and 4 and other property in Port Lawrence Township. Saw witnesses here seal and two seals, acknowledged Feb'y. 19 1844 before Samuel H. Mather, Jotany Public's seal. Ohio County Ohio's seal. Wife examined separate and apart from her husband and contents made known, declared that they agreed voluntarily and free atill satisfied therewith. Recorded Oct. 21 1844 in Volume 9 of Deeds, page 616.

18. Orr H. Knapp and James E. his wife, } Guaranty Deed, dated Sept. 23 1844. Consideration \$475 being the amount of the indebtedness of said Knapp to the Trustees of the Miami and Western President and Directors of the Miami Exporting Company, and the action of which is the consideration of the

reference. Convey the undivided $\frac{1}{4}$ part of the undivided $\frac{1}{2}$ part of said River Tracts 3 and 4 (excepting 10 acres in the North East corner of tract 3) and other property in the 12 mile Reserve at the foot of the Rapids of the Miami of Lake Erie, in Port Lawrence Township, Lucas County Ohio, excepting several lots on the Canal in in River Tracts 3 and 4.

Two witnesses, two seals and two scrolls, acknowledged April 10 1845 before George Huntington Justice of the Peace, Lakatawa County Ohio. Wife examined separate and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied therewith. Recorded April 28 1845 in Volume 10 of Deeds, page 387.

19. James L. Hall and
Harriet C. his wife.

Quit claim Deeds dated
Nov. 4 1844. Consideration.

To
Elisha Whittlesey
Hirs and assigns.

#294. Convey all his
(said Elisha Whittlesey's)
interest acquired by two
several purchases of Edward

Prade in River Tracts 3 and 4 and other

property within and near the limits of Toledo

Two witnesses, two seals and two scrolls,
acknowledged Nov. 4 1844 before Samuel Perry
Justice of the Peace, Hamilton County Ohio.
Wife examined separate and apart from
her husband and contents made known
declared that she signed voluntarily

and was still satisfied therewith. Recorded July 7 1845 in Volume 10 of Deeds, page 546.

20. Ora H. Knapp } Grananty Deed (except
 to } page to James R. Bates
Marce Grilles } dated Jan'y 19 1844 for \$1500.)
 and assigns } dated April 25 1844
 } consideration \$2000.

Gave the undivided 1/4's part of River tracts 3 and 4 (excepting 10 acres in the N. "N" corner of tract 3) and other property in the 12 mile Reclamation at the foot of the Rapids of the Miami of Lake Erie, in Port Lawrence Township, Lucas County Ohio, in trust that in case said Knapp shall fail to pay \$2000, due to said Grilles, and \$649⁰⁰ due to Eliza Whittney, on demand, said granTEE shall sell the whole or a part of said premises to satisfy said debt.

Saw witnesses, no seal and one small acknowledged April 25 1844 before George Winters, Justice of the Peace, Delatavola County Ohio Recorded May 23 1849 in Volume 16 of Deeds page 169

21. Emans Leuling } Grananty Deed (subject to
 and wife, } taxes and tax titles) dated
 } Aug. 25 1849. Consideration
 to } \$1000. Service the usual
William R. Moore } part of River tracts 3 and 4
 and assigns } and other property in

12 mile square Reservation at the foot of the
Spids of the Miami of Lake Erie, in Lucas
County Ohio, the above description being intro-
duced to cover and convey all my right and
title in the above described premises, of all lands
and town lots laid out, including all parcels
in the same either divided or undivided
between me and other co-tenants in said
premises. In consideration of the Quary A. Cusk-
ing, wife, release done. Two witnesses, two
seals and two scrolls, acknowledged Aug.
25 1849 before William Richards, Solary Public
Cuyahoga County Ohio, seal. Wife examined
separate and apart from her husband
and contents made. Known declared that
she signed voluntarily and was still
ratified therewith. Recorded Sept. 10 1849 in
Volume 16 of Deeds, page 382.

22. Joseph Whitehill

vs.

Cra H. Knapp,

Edward L. Stevenson,

Joak H. Smayne,

Abraham H. Pitzer,

Amron H. Tilden,

William Baker,

Elisha Whittsey

Bank of Toledo, William R. Mone.

Abram Wilder and Erict

Kalamazoo Rail Road Co.

April 2 1850, Joseph
Whitehill filed his
petition in the Court
of Common Pleas for
Lucas County Ohio,
describing the mort-
gage from Cra H.
Knapp to James
L. Bates for \$500.
and representing that
said mortgage and
the note secured

thereby were her 5. 1849 duly assigned to
him by said Bates, and that said note
is unpaid.

Also describing Great Deed from Knapp to
Grace ^{2/18} Griddle's mortgage from Knapp to
the ^{11/49} ~~Griddle's~~ ^{Griddle's} Exports Company, Deed from
Knapp to William ^{11/49} ~~Griddle's~~ ^{Griddle's} and several
judgments held by defendants against said
Knapp. Describing partition between the
proprietors of the lands in which said
Knapp held an undivided interest, and
describing the property set off to Knapp,
Wooling and Morris, ^{11/49} ~~Griddle's~~ ^{Griddle's} that the interest
of said Knapp therein, subject to the lien
of plaintiff is $\frac{1}{2}$ of $6\frac{3}{4}\%$, the other half
belonging to said Griddle under said con-
veyance to him, and said Morris owing the
remaining $3\frac{3}{4}\%$. Said plaintiff prays that
subpoena issue against defendants above
named, and that an account be taken
of what is due him and the other defendants
and that the interest of said Knapp in all
said property or so much thereof as is not
included in said conveyance, to said Griddle
be sold to satisfy said claim. ^{11/49} ~~Griddle's~~ ^{Griddle's}
and of defendants entered by Griddle and Morris
Attorneys.

July 2, 1852 Grace Griddle answered stating that
he was not a party to the partition of
lands or ever attempted or consented to
partition or receive any money from the

that all the interest of which said Knapp
remained the owner on April 25 1844 was a
undivided $\frac{1}{48}$ and was the same ident
interest mortgaged to said Bates. Described
second trust deed to him from Knapp, and
states that he is the owner of the interest
thereby conveyed, subject to the mortgage to
Bates, and prays that in case of sale
that the proceeds after satisfying plaintiffs
claim be applied on his. June 28 1850, said
cause came on to be heard, and the Court
found the statements of the petition and an-
swer true, and ordered that the Sheriff of
Lucas County Ohio, proceed to sell the interest
of said Knapp, which remained in him
after the conveyance of $\frac{2}{48}$ of his interest to
Wilder, and the $\frac{1}{48}$ of his original interest
and being $\frac{4}{49}$ th in common with Opp. R. Home
and said Wilder in the several tracts set off
in said partition among the proprietors to said
Knapp (including Wilder's interest) and Home, and
being the proceeds of such sale into Court. Recorded
in Vol. 7 Chancery Records, page 286. An order of sale
was issued Feb. 15 1857 to E. Mack Sheriff, and returned
undressed, that all the property in said order described
was sold to Joseph Mitchell March 20 1857 for \$188. being
more than $\frac{2}{3}$ of the appraised value, and he being the
highest bidder. See execution docket No. 3 page 573.
March 25 1871 said sale was confirmed by said Court and
the Sheriff as a Special Master, ordered to make to the pro-
cessors of said Real Estate deeds for the same. See Journal
No. 7 page 471.

23

Eliza Mack, Sheriff
Lucas County, Ohio;

do

Joseph Whitfill

Heirs and assigns

Sheriff Deed, dated May

10 1857. Consideration

\$2188, and by virtue of

an order and decree set
forth in the foregoing.

Conveys the undivided

1/48 of 48³⁹ acres of land not partitioned into
lots lying on the north west side of
said River tract 4, and other property.

Some witnesses, seal and seals, acknowledged
ed May 10 1857 before Horace Shaker, Notary
Public, Lucas County Ohio, seal. Recorded
May 26 1857 in Volume 18 of Deeds, page 424.

24

Joseph Whitfill

do

William Baker,

Heirs and assigns.

Warranty Deed, dated

June 23 1857. Consideration

\$2200. Conveys

the undivided 1/48 of

48³⁹ acres of land not

partitioned into lots, lying on the north
west side of River tract no. 4, and other

property. Some witnesses, seal and

seals, acknowledged June 23 1857 before

Charles E. Pingo, Notary Public, Lucas

County Ohio, seal. Recorded Sept. 26 1857 in

Volume 30 of Deeds, page 71.

23 John Keese, Augustus Moore, and Charles D.

Anna, Assignees and Trustees of the Miami Exporting Co.

To

William R. Morris, Heirs and assigns

Quit Claim Deed,

Oct. 16 1846. Consideration \$15000. Convey the Undivided $\frac{1}{4}$ part of the Undivided $\frac{1}{20}$ part of River Tract 4, containing 143 acres, adjoining the City, and other

property in said 12 mile square reserve. Two witnesses for each, three seals and three scrolls, acknowledged (individually and not as Trustees) Oct. 24 1846 before C. Singer, Justice of the Peace, Hamilton County Ohio. Recorded Aug. 8 1857 in Volume 18 of Deeds, page 608.

24 William Baker

and wife,

To

William R. Morris,

Heirs and assigns

Maranty Deed, dated

June 23 1857. Consideration

\$1500. Conveys the

Undivided $\frac{1}{48}$ of 48 $\frac{3}{4}$ acres

of land not partitioned

into lots, lying on the

North West side of said River Tract No. 4,

and other property. In consideration of

\$102 Frances G. Baker, wife, releases dower.

Two witnesses, two seals and two scrolls,

acknowledged June 23 1857 before P. C. Latimer, Notary

Public, Lucas County Ohio, (no seals) Wife examined

separate and apart from her husband and con-

tests made known, declared that she signed

voluntarily, and was still satisfied therewith.

Recorded Aug. 8 1857 in Volume 18 of Deeds, page 611.

Horace Wilder
Elisha Whittelsey
and Henry Keyes

Deed (with covenants of warranty
by Whittelsey and Keyes) dated
Oct. 17 1851.

To
William R. Moore
Heirs and assigns.

Whereas Dr. H. Knapp on
Nov. 24 1838, by his deed of that
date conveyed in fee simple
to Horace Wilder the undivided

and 1/2 part of River Tracts 3 and 4, excepting 10
acres in the N.E. corner of said tract 3, and
also excepting the front house square, also 1/24
part of the following lands, the S. W. 1/4 of Sec. 2
and the N. E. 1/2 of Sec. 3 in Twp. 14 N. Range 10 W. 1st
Sec. Bounty Dist. which conveyance was made
in trust; that said Wilder, in case of the
non-payment of a joint note for \$1000. made
by Dr. H. Knapp, Elisha Whittelsey and Henry
Keyes to the Ohio R.R. Insurance and Trust

Company, by Dr. H. Knapp, should sell the
said premises to pay the sum due on said
note. And whereas the whole amount of said
note, and interest remains due and unpaid

And whereas Maria 1847, the joint owner
of River Tracts 3 and 4 and the S. W. 1/4 of Sec. 2
and the N. E. 1/2 of Sec. 3 made partition in part
of said premises. And which partition is of
force and ratified by the said Horace
Wilder, it being understood that as between
said Moore, Knapp and Child, the interest
or proportion of said Knapp, in the pro-
perties set off to them was 5/9 as held
Wilder in trust. And therefore we severally

of the premises and 3000. Convey, etc.
Undivided $\frac{1}{4}$ part of the premises hereinbefore
mentioned as having been set off to said
Purms, Knapp and Cushing, Also the Unde-
rdivided $\frac{1}{24}$ part of about 48 $\frac{39}{100}$ acres of land in-
platted into lots and lying on the
southerly side of River Tract 4 in said
Tatedo Land intended to cover all of said
tract lying East of the Wabash and Erie
Canals not laid into lots. Two witnesses,
Chas. Seale and three scrolls, acknowlegd
ed Oct. 18 1857 before Loomsbury, Justice of
the Peace, Lucas County Ohio. Recorded April
19 1852 in Volume 19 of Deeds, page 570.

28 James L. Hall and
Hannet C., his wife,
Elisha Whittlesey
and Polly, his wife,
William R. Purms and
Sarah L., his wife,
Chas. H. Williams
Adm. with will annexed
and Trustee of Micajah
T. Williams, deceased,

do
The Northern Indiana
Rail Road Company
Successors and assigns.

Warranty Deed, dated
July 10 1858. Consideration
\$908. Convey the following
being part of River Tract
No. 4 United States
Reserve, City of Tatedo,
Lucas County Ohio, as
follows, viz: Commencing
at a stone monument
standing in the south
line of said River
Tract No. 4 at the center
of Whittlesey Street and
from thence running
Westerly in a direct
line to the North Westerly line or side of the

Gravel and Erie Canal and distant from
said tract line north easterly on the line
of said Canal 107 feet and from thence
south westerly along the latter westerly line
or side of said canal to said tract line
and from thence, south along said tract
line to the place of beginning. This convey-
ance is made shewen subject to all right
title or interest which the State of Ohio
or their lessees or assigns may here-
tofore hold or claim to have of in and to said
premises or any part thereof, subject how-
ever to the rights of any of the public in
any public road or canal crossing over or
upon said premises. Said witnesses to each,
severally seals and severally acknowledges
dated July 19 1852 by Geo. R. Thomas and wife
before Charles E. Hamie, Notary Public Hamilton
County Ohio seal. Acknowledged July 23 1875
by James E. and Annist O. Hall, before Geo.
O. Richardson, Notary Public, Hamilton County
Ohio, seal. Acknowledged Aug. 10 1853 by Edward
and Sally Whittney before Platt Bond, Justice
of the Peace, Precinct County Ohio and acknowl-
edges Aug. 10 1853 by Wm. H. Williams Adams
et. before Platt Bond, Justice of the Peace,
Precinct County Ohio. Names examined separately
and apart from their husbands and cer-
tificates made known, declared that their
signs voluntarily and were still authentic there-
with. Recorded Aug 16 1853 in Volume 23 of Books
p. 29.

On H. Knapp and
 Jane E., his wife,
 To
 William R. Morris
 Heirs and assigns } Quit Claim Deed, dated
 March 15 1852, consideration
 \$1000 Loney all or
 right, title and interest
 both present and hereafter
 arising in the following
 Real Estate, viz: River Tracts Nos. 3 and 4 and
 other property in the 12 miles square
 reservation in township 3 at the foot of the
 Rapids of the Miami of Lake Erie.
 Two witnesses, two seals and two scrolls,
 acknowledged March 15 1852 before John Barry
 Justice of the Peace, Cuyahoga County Ohio.
 Wife examined separate and apart from
 her husband and contents made known
 declared that she signed voluntarily
 and was still satisfied therewith. Recorded
 June 14 1854 in Volume 25 of Deeds, page 161.

Elizabeth Whittlesey and
 Pally, his wife,
 To
 Norman C. Baldwin
 Heirs and assigns. } Deed, dated April 26 1854.
 Consideration \$5000. Loney
 the undivided interest
 being 23 1/3 / 100 th parts of
 River tracts Nos. 3 and 4,
 not platted or partitioned
 among the owners and other property, the
 said real estate being the same contracted
 to Norman C. Baldwin, J. W. Scott and John T.
 Denton, by virtue of their proposition bearing
 date Dec. 30 1852. to me made and my
 acceptance thereof bearing date Jan'y 11 1853

to carry out and perform which, said contract
was conveyed in hereby made.
Two witnesses, two reads and two scrolls
acknowledged April 26 1854 before John D.
Randall J. P. F. & Guyon J. P. District of Columbia
Washington County. Wife examined separate
and apart from her husband and con-
tests made known, declared that she
signed voluntarily and was still satisfied
therewith. Recordell Feb'y. 11 1856 in Volume
27 of Books, page 573.

31.

Thomas L. Baldwin } Contract, dated May 13 1854
with } Theresa Thomas L. Baldwin
F. R. L. Whittier, } therefore purchaser of
Elihu Whittier, the
same property, as to above. The whole
entrained all the property conveyed by said
Elihu Whittier to said T. L. Baldwin by
deed bearing date April 26 1854: said
Baldwin now to pay said Whittier
\$5000: \$500 in hand, and the remainder
in ten equal annual payments with
mortgage security as specified in the note
and mortgage.

Be it known that said Baldwin alle to
said F. R. L. Whittier an Undivided 1/3 interest
in said purchase of land for a sum equal
to one third of the purchase money, to
be paid to said Elihu Whittier, said
Baldwin to make the first two payments of

13
1857
1854

and said F. R. L. Whittlesey to pay to
#3333²³ at such time after April 26 1858 as
may be agreed upon, and further to pay
to said Baldwin the $\frac{1}{3}$, every payment
hereafter to be made by said Baldwin
to said Elisha Whittlesey, with interest as
such becomes due. And said F. R. L. Whittlesey
to pay said Baldwin $\frac{1}{3}$ of all expenses taxes
do. to be paid on, or incurred in the improve-
ment and fitting the property for sale,
said Baldwin to hold the legal title until
wholly paid for. And to have the full
control, to sell the whole or any part there-
of at his discretion, and for such price
as he shall see fit ^{fit accounting} to said
Whittlesey for $\frac{1}{3}$ of the proceeds. One witness, two
scals and two scalls, acknowledged May
13 1857 before Charles W. Palmer, Notary Public,
Luyahoga County, Ohio, seal. Recorded Oct. 26
1854 in Volume 25 of Deeds, pages 524.

32

Norman L. Baldwin }
and Mary H., his wife }
and John S. Newton }
to }
Elisha Whittlesey }
Heirs and assigns }
Quit claim deed,
dated June 19 1862.
consideration \$ 45000.
convey all the property
that remains in said
Baldwin of the property
conveyed by said
Whittlesey to him under date of April 26
1854 (except Lot 257 Olivers Division and except
Lot 476 Port Lawrence Division) and other

property. Two witnesses to each, three seals and three seals. N. B. Baldwin and wife acknowledged July 18 1862 before Belton Reynolds, Notary Public, Langaloga County Ohio seal. Wife examined separate and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied there- with. J. J. Preston acknowledged June 20 1862 before J. W. Floyd, Notary Public, Lucas County Ohio seal. Recorded July 15 1862 in Volume 38 of Deeds, page 306.

33 Last Will & Testament } Will dated Feb'y. 21
of } 1863. The duly authen-
Elihu Whittney, decd. } ticated copy of the will
of Elihu Whittney,

protested in Mahoning County Ohio was duly admitted to record in said County on the date above named:
said testator after revoking all former wills bequeathed to his wife Sally, certain personal properties also 1/3 of all real properties and all other property not heretofore disposed of.
All other property bequeathed to his children alive and alive alike, in case of death live to his or her legal heirs. To enable his executors to pay debts, he bequeathed to his executors in trust his lands at Saterwell and disposed of by public or private sale or to arrange with John Reynolds and J. M. Davis

and to make partition thereof among the
propritors, it being my intention so to vest
the said lands in my executors as
shall enable them to arrange the debts
of said Blayton and Oliver, or to pay them
by conveying any part to them or selling
the same and authorizing them to convey
my lands disposed of for the purpose
mentioned, also empower executors to convey
lands sold and not conveyed.
Appointe Fredk. S. and Wm. W. Whittlesy
his executors. Signed by Elisha Whittlesy
in the presence of two witnesses and dated
Oct. 13. 1845.

Afterwards by codicil, testator recites so
much of the above will as applies to the
appointment of Frederick S. Whittlesy as
executor and substitutes John Whittlesy.
States that lands at Toledo have been
sold and Blayton paid and Norman L.
Baldwin, purchaser has covenanted to pay
the mortgage due to William Oliver. That
there was a lien on part of said lands,
but as I have a mortgage for the purchase
money I devise and will my lands in
Toledo and Port Lawrence Township to my
executors or survivors to manage for the
benefit of my children and legal heirs, dated
Aug. 8 1854 and signed in the presence of
two witnesses.

Afterwards a second codicil was added

in which is recited the death of Polly
Whittleary, his wife, but no change is
made affecting said real property, dated
August 1857, duly witnessed. See Volume 3
Records of Mills, page 106.

34

Mill Oliver

Deed, dated Dec. 8 1834.

To
The President
Directors and
Company of the
Eric and Kalamogoo
Rail Road

In consideration that said
President and Directors of
the Eric and Kalamogoo Rail
Road Company, or their
successors in office shall
establish the line of said
Rail Road through or across

any part of my land in the County of Huron,
Port Lawrence Township in the Territory of Michigan
I do hereby give grant to said Company forever
the right of way through and across my said
land, and of taking and conveying to the use
of said Company, all such timber and other
materials, within the limits prescribed by the
statutes for the said road, that are necessary
for the construction of the same, said also
forever release to the said Company, all right
or claim of damages which I might hereafter
prefer against the said Company for construct-
ing the Rail Road through or across my said
premises or using the said timber or other
material as aforesaid without my grant
release. And I do also for the consideration
aforesaid, give grant to the said

and Directors, and their successors in Office, their agents, the right and privilege to enter upon any said land for the construction of said Rail Road without any hindrance or obstruction by me or whosoever.

Two witnesses, seal and scroll, acknowledged Dec. 8 1834 before Henry Rocky Notary Public, Hamilton County Ohio Seal. Recorded May 9 1840 in Volume 5 of Deeds, page 444.

35. Erie and Kalamazoo } Lease or Contract; dated
Rail Road Company by } May 25 1849.
George Lane, Pres. }
with }
The Michigan Southern } respective Charters of
Rail Road, by } the parties hereto from
Charles Noble, President } a junction with each
} other at or near the

Village of Adrian, and whereas said party of the second part intend to extend their line of Rail Road from Hillsdale Mustery through parts of the States of Michigan, Indiana and Illinois to Chicago, and in order to promote the early completion of such extension it is deemed advisable to form a connection between said two Rail Roads in such manner that they shall be managed and run as a continuous line. And whereas it has been agreed by said parties that during the continuance of their respective charters or any renewal or extension of the same, said party of the second part

should have exclusive control of the right of transportation over said Erie and Kalamazoo Rail Road, and that said party of the first part should execute to the party of the second part such a lease or contract as shall be necessary and proper to assume such subject. And that ~~the~~ said party of the second part should provide and run said road for the accommodation of the public and as compensation therefor should pay the party of the first part the rents hereinafter specified.

In consideration of the premises and the rents herein named said party of the first part do grant, lease and demise unto said party of the second part, ~~their~~ successors and assigns, the whole of the Erie and Kalamazoo Rail Road, extending from the village of Adrian Michigan, to ~~the~~ ^{the} ~~village~~ ^{village} of Olivis as the same is now located and constructed together with all the lands, depots, buildings, tracks, fixtures, cars, engines, and other property with the rights, franchises and privileges thereto appertaining or belonging or which may hereafter be purchased or purchased by or be granted to said roads or to said Michigan Southern Rail Road Company, in connection therewith with full right and privilege to use the same, from and after Aug. 1st 1849 and during the full term of the charter of said party of the first part and any renewal or continuance of the same at ~~the~~ ^{the} ~~policy~~ ^{policy} of the first part.

to the said party of the second part their attorneys irrevocably with full power and in the name of the party of the first part otherwise to establish, receive and collect tolls and fares for the transportation of persons, merchandise or mails and every other description of property over and upon said Rail Road for their own benefit and use.

Said rent to be paid to be as follows viz: for the term of five years from Aug. 1. 1849 \$15000. per annum, for the term of 5 years from Aug. 1. 1854 \$24000. per annum, provided said road shall then be extended Westward as far as LaPorte Indiana, or said sum of \$24000. per annum as soon after Aug. 1. 1857 as ~~such~~ extensions shall be made: & in case said road shall be extended to Chicago on the 1st of August 1854, or as soon thereafter as such extension shall be made, and until Aug. 1. 1857, \$27000. per annum, and after Aug. 1. 1857, \$30000 per annum to be paid semiannually in New York at such bank as the party of the first part shall designate. Provision is also made for the issue of the corporate bonds of said party of the first part to sell and provide means for changing the gauge and relaying the track, and that if said party of the second part shall make default in the payment of rent as stipulated, or in the payments of the interest or principal of any bonds issued in the name of said Company for 60 days after said party of the first part may re-enter and take possession of said property, and any improvements or additions made by said party of the second part. Three witnesses to the signature of the party of

the first part and two witnesses to the party of the second part, each to each, acknowledged by each June 9 1849 before J. S. Perkins, Notary Public, Duane County, Michigan. Recorded Sept. 9 1849 in Deeds of Deeds, page 319.

The Erie and Kalamazoo Rail Road Company, by George Blee, President, & Co
The Northern National Rail Road Company, Successors and assigns

Wm. Bellin Deed, dated March 11 1857. Consideration \$1000000 all the right title and interest of the said Erie & Kalamazoo Rail Road Company in and to all of the following lands,

rights and privileges situate and being in the City of Toledo, County of Lucas and State of Ohio, one tract being the widder's ground, as called, secured to the said Erie and Kalamazoo Rail Road Company by process of appropriation and approval under the laws of the State of Ohio, together with a tract of land adjoining thereto containing 14 acres, reference being had to such appropriations of records for a more particular description and the following deeds of conveyance, viz: deed of James Le Hall and Annist D. his wife, Eliza P. Whitting and Polly, his wife, G. W. R. Sumner and Sarah his wife and Maria H. Millhouse Admrs. with the will annexed and trustee of Wm. J. Millhouse, deceased, dated July 10 1843 and Recorded in Vol. 23 of Deeds page 112, 13 & 14. Also deed of Maria Butler and Eliza, his wife dated June 18 1852 and Recorded in Vol. 23 of Deeds, page 177 & 178. Also deed of Alonzo Baldwin and Polly his wife, dated July 22 1858 and Recorded in Vol. 23 of Deeds, page 181.

Also deed of Willard J. Daniels, Mrs. P. Daniels and his wife, dated Oct. 6 1852, and recorded in Vol. 21 of Deeds, page 62400. Also deed of Emery D. Latta dated in 1852. Recorded in Vol. 21 of Deeds, page 63040. Also deed of John Fitch, Elisha Whittlesey and Eben Newton and of Elisha Whittlesey, trustees, dated May 2, 1849. Recorded in Vol. 213 of Deeds, page 88. Also deed of — Knottock of his interest in said middle ground on record in said County of Lucas, as the said granted premises are described, and set forth in said several deeds on record, reference being thereto had for more particular descriptions, including all the right, title and interest of the said Erie and Kalamazoo Rail Road Company to the said middle ground and the said tract of 14 acres adjoining thereto. Also all the right, title and interest of the said Erie and Kalamazoo Rail Road Company to the land taken by, or conveyed to the said Northern Indiana Rail Road Company or the said Erie and Kalamazoo Rail Road Company for the track of a Rail Road from the Middle Ground merely to the point of Junction of the Rail Road of said two companies and all the rights and privileges thereto belonging. Provided always and this grant and conveyance is made subject to the condition that said Erie and Kalamazoo Rail Road Company or their successors and assigns receive

and shall forever enjoy a free and sufficient right of way for their rail road trains upon a tract or tracks to be designated and provided by the said Northern Indiana Rail Road Company from the point of junction of the roads of said two companies above mentioned over the line of the said Northern Indiana Rail Road Company to, upon and over the premises hereby conveyed, and reserving also to said Erie and Kalamazoo Rail Road Company their successors and assigns, the right forever to use and occupy free of charge therefor so much of the depot grounds hereby conveyed and the buildings and tracks thereon as shall be necessary and convenient for the accommodation of passengers, merchandise, produce and other property passing or to pass either way over the said Erie and Kalamazoo Rail Road, and for receiving, discharging and storing the same and for the engine and car and need in and about the same, and for the repairs thereof and proper and convenient accommodations for the transaction of the business of said Erie and Kalamazoo Rail Road Company, as a rail road and transportation Company.

And provided further that this grant shall not in any way or be construed to defect impair or conflict with the rights of the Michigan Southern Rail Road Company or of the legal representatives, successors

or assigns of either of said Companies,
as defined and established in a certain
contract of lease and transportation
made between said Companies,
bearing date May 25 1849.
Signed by The Erie and Kalamazoo
Rail Road Company, by George Bliss
President (seal), in the presence of two
witnesses, acknowledged March 11 1854
before Stanley H. Fleetwood, Ohio
Commissioner for the State, City and
County of New York, seal. And who
certifies that the seal affixed by said
Company by its President is the
corporate seal of said Company.
George Bliss, Charles Butler and Washing-
ton Hunt as a committee appointed
by vote of the Directors of the Erie
and Kalamazoo Rail Road, with the
authority to make and execute the
foregoing deed, assent to and approve
the same March 11 1854.
Recorded March 23 1854 in Volume 214
of Deeds, page 397.

Encumbrances

37

Martin Bann } Mortgages dated Aug. 27
do } 1823. for \$1835⁴² on said
William Oliver } River tract No. 4 and other
Ains and assigns } property to secure \$1835⁴²
payable on or before Jan'y
1 1824 with interest from Sept. 1 1823. Only execut-
ed. Recorded May 12 1824 in Quinn's See Michigan
Record of Utter. See Manuscript's page 1.
This mortgage was foreclosed, see surveyance No. 1.

38. Philander Raymond } Mortgages, dated May 2
do } 1836 for \$1190. on an
William Oliver } and 1/3 of said River
Ains and assigns } tracts 3 and 4 excepting
1 acre at the N. E. corner

of tract 3, and other property, to secure the
payment of \$1190. agreeably with two notes of
this date. One for \$6160 on Jan'y 9 1837 and
one for \$5830 on Jan'y 9 1838.
Only executed. Recorded Sept. 21 1837
in Quinn's See Michigan Record of Utter. See
Manuscript's page 432.
Released March 25 1863 by James E. Hall's Administrator
of the estate of W. Oliver deceased. Release
recorded March 27 1863.

Edward Wade } Mortgage dated April 16 1840
for \$9700. on the Undivided
of said tracts 3 and 4
Elisha Whittlesey } Except 10 acres in the N.E.
and Ebenezer Denton } corner of tract 3) and other
Heirs and assigns) property, excepting from said
lands the Undivided $\frac{1}{2}$ deeded to Knapp and 32
acres in common and undivided deeded to
Whittlesey in trust and about 12 acres deeded to
Daniel Bushings to secure the payment of $\frac{1}{2}$ of
\$9700. to John Clayton and interest from Jan'y
26 1836, for which amount said Whittlesey and
Denton are bound. Duly executed Recorded April
18 1840 in Volume 3 of Tracts, page 188.
Released May 14 1864 by Eber Denton and
William F. Whittlesey, Executor of Elisha Whittlesey
deceased. Release recorded May 28 1864.

40. Ora H. Knapp } Mortgage dated Aug. 27
1840. for \$4848. on the Undivided
The Miami Ex- } $\frac{1}{12}$ part of River Tracts
ecuting Company } 3 and 4 (excepting 10 acres
Successors and assigns.) } in the N.E. corner of tract
3) and other property in
the 12 mile Reserve at the foot of the Rapids
of the Miami of Lake Erie, to secure the pay-
ment of \$4848 as follows: \$130. six months after
this date, \$130. 12 months after date, \$130. 18
months after date, \$130. 2 years after date and
\$4328. 2 years after date according to four prom-
issory notes of even date herewith payable

to the order of the President and Directors of the Miami Exporting Company. Duly executed. Recorded Aug. 27 1840 in Volume 50 of Intgs. page 229. Said Knapp conveyed the premises herein described to Mrs. K. Morris and the assignees of said mortgages also transferred their interest therein to said Morris. See Tras. 18 and 215.

41.

Geo. H. Knapp } Mortgage, dated Jan'y. 19
do } 1841. for \$1500. on the Und. 1/4
James L. Bates } part of the Und. 1/2 part
Aline and assigns } of said River Tracts Tras.
3 and 4 (excepting 10 acres in
the N.E. corner of tract 3) and other properties
to secure the payment of his promissory note
of even date herewith for \$1500. and payable
six months after date with interest. Duly executed.
Recorded May 7 1841 in Volume 30 of Intgs. page 336.
This mortgage was foreclosed and the property
sold to satisfy the same. See Trs. 22.

42.

William R. Morris } Mortgage dated Aug. 27 1849
do } for \$150 on the Und. 1/4
George Louning } part of said River Tracts
Aline and assigns } Tras. 3 and 4 and other property
to secure the payment of
his three promissory notes of even date herewith
as follows: \$250 on Aug. 27 1850 \$250 on Aug. 27 1851
and \$150 on Aug. 27 1852 for part of the Und.
above. Duly executed. Recorded Sept. 10 1849 in
Volume 6 of Intgs. page 161
and Aug. 1 1852. Revised Intgs. 10 1857.

Thomas H. Baldwin

Mortgage, dated May 13

To
 1854 for \$5000. on the same
 property as conveyance No. 20
 Elisha Whittlesey }
 heirs and assigns. }
 foregoing, to secure the
 payment of his ten prom
 isory notes, each for \$500. and payable
 in 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10
 years respectively from
 date, with interest payable annually. Duly
 executed. Recorded May 24 1854 in Volume
 8 of Mtgs. page 557.
 The premises herein, were re-conveyed to said
 Whittlesey. See No. 30.

44 The Erie and Kalamazoo

Mortgage, dated April

20 1852 for \$30000.

Rail Road Company of

George Bliss, President }
 To }
 Agassah W. Stagg, Trustee }
 heirs and assigns. }
 on all the property
 of said Rail Road
 Company, that is to
 say: their roads, made
 or to be made in the

States of Michigan and Ohio, including the right
 of way and land occupied thereby, together
 with the superstructure and tracks thereon,
 and all bridges, viaducts, culverts, fences, depot
 grounds and buildings thereon and all the
 appurtenances belonging thereto and all fran-
 chises, rights and privileges of the said parties
 of the first in and to the same, to secure three
 hundred one thousand dollar bonds to be sold
 and used to improve said rail road.
 Duly executed. Recorded April 29 1852

in Volume 7 of Wags, page 132.
Duly released by Agents L. Stagg, Trustees
Dec. 2 1869 and the release recorded Jan'y. 27
1870 in Volume 30 of Wags, page 608.

45 The Lake Shore and
Michigan Southern
Railway Company
by E. R. Phillips Rec.
and George R. Ely, Secy.
with corporate seal
of said Railway
do
The Union Trust
Company of New York,
Successors and assigns.

Mortgage, dated Oct-2 1869
for \$100 on the railroad
extending from the City
of Buffalo in the State
of New York, to Chicago
in the State of Illinois,
including the right of
way and land occupied
therby, together with the
superstructure and all
rails and other materials
used therein, or that
may be procured therefor, bridges, viaducts, culverts,
fences, depot grounds and buildings, erected or
to be erected thereon, and all franchises, rights
and privileges of said Lake Shore and Michigan
Southern Railway Company, of, in, to or concern-
ing the same, to secure \$200,000. sinking
fund bonds of said Railway Company,
payable in 10 years with interest at 7% per
annum, payable semiannually, and in case
said Railway Company shall for 60 days after
the principal or any of said interest coupons
become due and payable fail to pay the same
~~the said bonds shall be deemed to be paid in full by the~~
said Union Trust Company, may be necessary to
be sold and pay the amounts due. Duly

dated, Recorded March 30 1830 in Volume 33 of
Mags, page 68.

This mortgage remains unrelaxed of record

The Lake Shore and Michi-
gan Southern R. R. Company
by Horace V. Blank, Pres. Ed
George B. Ely, Secretarys
with corporate seal
To
The Union Trust Company
of New York City,
Successors and assigns

Mortgage, dated
July 1 1870 for \$100
on the same property
as the mortgage
above No. 45, to secure
the payment of both
principal and interest
\$2500000⁰⁰ of
bonds of said Rail
way Company issued

for the purposes of consolidating its debt, said bonds
to be payable July 1 1900 with interest at 7%
per annum, and in default of the payment
of interest or principal, or to apply the earnings
to the sinking fund to redeem said bonds,
then said Trust Company, as agent or attorney
may take possession and sell or cause to
be sold sufficient of said property to pay said
indebtedness. Duly executed. Recorded April 13
1871 in Volume 36 of Mags page 366.

This mortgage remains unrelaxed of record

The Lake Shore and Michigan
Southern Railway Company.

Mortgage, dated
Oct. 15 1873 for \$100 on
the same property as

To
The Union Trust Company of N.Y.
Successors, and assigns.

in the two preceding
mortgages, to secure

\$600000. of bonds additional to \$2500000.
accrued by the preceding mortgage. Said bonds
to mature Dec. 1 1903, with semiannual interest
compone at 7% per annum, and in default of
the payment of either principal or interest,
or to apply the earnings to the sinking
fund to redeem said bonds, then said
Trust Company as agent or attorney, may take
possession and sell or cause to be sold
sufficient of said property to pay said in-
debtedness. Duly executed. Recorded Dec. 8 1873 in
Volume 50 of Mtgs; page 315.
This mortgage remains uncancelled of record.

48 Tax Sale: Dec. - 1837. The land $\frac{3}{4}$ of 100 acres of
Rivers tract No. 4. was sold to Elisha Quack for
\$127³⁴. See Volume 1 of Tax Sales page 296.
The above remains uncancelled of record.

49 Tax Sale: Dec. - 1843. The land $\frac{1}{12}$ of said Rivers tract
No. 4 containing 13¹/₂ acres was sold to John Smith for
\$309⁹⁵. See Volume 7 of Tax Sales, page 1.
The above remains uncancelled of records.

50 Tax Sale: Jan'y - 1844, the $\frac{1}{12}$ of said Rivers tract
4, containing 11¹/₂ acres was sold to James Hughes
for \$7²³. See Volume 8 of Tax Sales, page 576.
The above remains uncancelled of records.

51 Page: the tax on said property described on
the south side of said street No. 6, 629.

appearing on the duplicate unpaid amount
#266⁹⁵.

We hereby certify that the foregoing sets forth all the conveyances, mortgages, tax titles and taxes upon the property in question appearing of record in Lucas County Ohio.

The foregoing is made upon the assumption that all of said acre of land is located upon said River Tract number four (4), and an examination of all the conveyances as well as the subdivisions of River tract number five (5) shows no conveyance of any part of said acre to the State of Ohio as a portion of said River Tract No. 5.

All maps and plats to which we have access, including the Hart and Mapotter map of Toledo, made in 1858, and a recent map made by Mr. Fittley, Assistant City Civil Engineer, from actual surveys made by himself, appear to locate the most southerly corner of said acre of land a little north of the line dividing said River Tracts Numbers four (4) and five (5). It is however an accurate survey should determine that part of said acre of land lies in said River tract number five (5), then a further examination is necessary to show the condition of the title of that part of said acre found to be in said River Tract number five (5).

Leander W. Lang

Toledo O. March 27, 1882.

N. Y. C. R. R. CO.
Land & Tax Dept. with No. 81-2
Air Line Div
Lucas Co.

REPRODUCED FROM
RANK VAIL PHOTOGRAPH
PHOTOSTATED

Certified Copy of Petition
April 9, 1890

COURT OF COMMON PLEAS, FRANKLIN COUNTY OHIO.

THE STATE OF OHIO, ----- PLAINTIFF.

-VS-

THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY CO, ----- DEFENDANT.

P E T I T I O N.

PLAINTIFF SAYS THAT THE DEFENDANT IS A CORPORATION DULY INCORPORATED UNDER THE LAWS OF THE STATE OF OHIO WITH ITS PRINCIPAL OFFICE IN THE CITY OF CLEVELAND IN SAID STATE

PLAINTIFF FURTHER SAYS THAT IT HAS A LEGAL ESTATE IN AND IS ENTITLED TO THE POSSESSION OF THE FOLLOWING REAL ESTATE SITUATE IN THE COUNTY OF LUCAS, CITY OF TOLEDO AND STATE OF OHIO AND BOUND-ED AND DESCRIBED AS FOLLOWS TO WIT;

A STRIP OR PARCEL OF LAND ONE HUNDRED AND TWENTY FOUR FEET IN WIDTH BEING SIXTY TWO FEET IN WIDTH ON EACH SIDE OF THE CENTER LINE OF THE TRACKS OF THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANYS RAILROAD EXTENDING FROM THE EAST RAIL OF THE TOLEDO ST. LOUIS AND KANSAS CITY RAILWAY COMPANYS RAILROAD NORTHWESTERLY TO THE FOOT OF THE SLOPE OF THE WESTERLY BANK OF THE MIAMI AND ERIE CANAL AND BEING A PART OF THE FOLLOWING DESCRIBED REAL ESTATE. A LOT AT LOCK NO. 6. OF THE WARSH AND ERIE CANAL BEGINNING AT A POINT FIFTY FEET AT RIGHT ANGLES FROM THE SOUTH EAST FACE OF THE LOCK CHAMBER WALL AND ONE CHAIN ABOVE THE HEAD OF THE LOCK; THENCE NORTH 45 3-4 EAST PARALLEL WITH SAID FACE WALL, FIVE CHAINS; THENCE 44 0-4 EAST TWO CHAINS; THENCE SOUTH 45 3-4 WEST FIVE CHAINS; THENCE NORTH 44 1-4 WEST TWO CHAINS TO THE PLACE OF BEGINNING CONTAINING ONE ACRE.

AND PLAINTIFF FURTHER SAYS THAT THE DEFENDANT UNLAWFULLY KEEPS IT OUT OF THE POSSESSION OF SAID PREMISES.

WHEREFORE PLAINTIFF ASKS JUDGMENT FOR THE POSSESSION OF SAID REAL ESTATE.

DAVID K. WATSON ATTY GENL.

No. 23521

1891-2

The State of Ohio.

Plaintiff.

vs.

The L. & N. M. & O. R. Co.

Defendant.

Certified Copy of

PETITION.

March 31/90

Wm. L. Buchanan/T234

FILED

April 9

1890

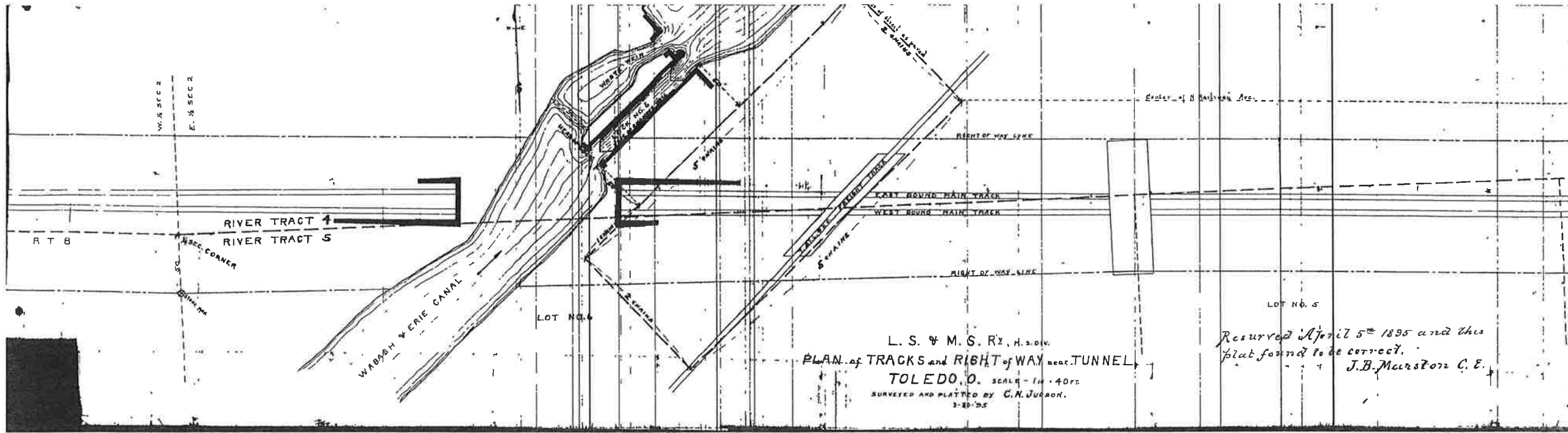
THEO. H. BECK, CLERK,

By *M. M. Montoy*

Deputy.

S. K. Shelton

Attorney.



L. S. & M. S. RY., H. S. DIV.
 PLAN of TRACKS and RIGHT of WAY near TUNNEL
 TOLEDO, O. SCALE - 1" = 40 FT.
 SURVEYED AND PLATTED BY C. N. JURSON.
 3-20-55

Resurveyed April 5th 1895 and this
 plat found to be correct.
 J. B. Marston C. E.

NOTICE

THE PRECEDING PAGE HAS
INFORMATION NOT
PICKED UP BY SCAN. CONTACT
ARCHIVES DEPARTMENT FOR MISSING
INFORMATION.

N. Y. C. R. R. CO.
Land & Tax Dep't. with No, 81
Air Line Div -4-
Lucas Co.

MAILED
MAY 11 1951
FBI - NEW YORK
MULTI RECORD
SERIALIZED

Journal Entry In Case
23521

In the Court of Common Pleas, Franklin County, Ohio.

The State of Ohio,

No. 23521.

Plaintiff,

vs.

~~The Lake Shore & Michigan~~

Southern Railway Company,

Defendant.

Journal Entry.

This day came the plaintiff by Hon. J. K. Richards, Attorney General, and the defendant, by its attorney, E. D. Potter, Jr., and thereupon this cause came on for hearing and was heard to the Court upon the pleadings and evidence, without the intervention of a jury, the same having been waived: On consideration whereof, the Court find, ~~th~~ the issues joined, for the defendant.

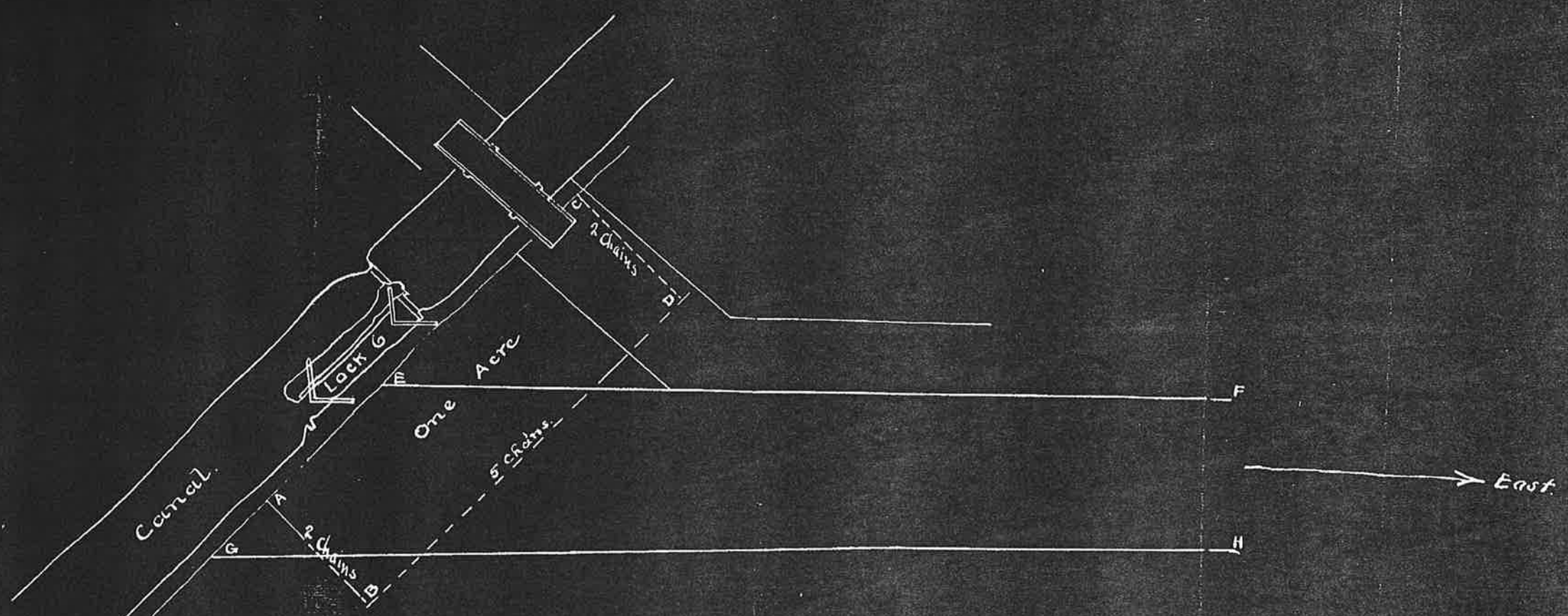
The Court further find that at the time of bringing this action the said defendant The Lake Shore & Michigan Southern Railway Company was in the occupation and possession of the real property described in the petition and that it had the legal title or estate therein and was entitled to the possession of the same; that the said plaintiff had no interest or estate in said premises, nor is entitled to the possession of the same or any part thereof and that the defendant ought to have its title and possession quieted as against the claim and demand of said plaintiff as prayed for in its answer herein.

~~It is therefore ordered, adjudged and decreed that the title and possession of the said The Lake Shore & Michigan Southern Railway Company to all and singular the premises described in the petition, to-wit: situate in the county of Lucas, city of Toledo and State of Ohio and bounded and described as follows, to-wit: A strip or parcel of land one hundred and twenty four feet in width being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east rail of~~

W 81-4-1

the Toledo, St. Louis and Kansas City Railway Company's railroad north-
westerly to the foot of the slope of the westerly bank of the Miami and
Erie canal and being a part of the following described real estate: A
lot at lock No. 6 of the Wabash and Erie Canal, beginning at a point fifty
feet at right angles from the south east face of the lock chamber wall
~~and one chain above the head of the lock;~~ thence north 45 3/4 east par-
allel with said face wall, five chains; thence 44 0/4 east two chains;
thence south 45 3/4 west five chains; thence north 44 1/4 west two chains
to the place of beginning, containing one acre," be and the same hereby
are quieted as against the said plaintiff and all persons claiming under
it, and said plaintiff is hereby forever enjoined from setting up any
claim to said premises or any part thereof adverse to the said title and
possession of said defendant, its successors and assigns thereto. It is
ordered that the said plaintiff pay the costs in this case taxed at \$

1181-A-2



TOLEDO - O.

Piece ABCDA, Claimed by State of Ohio.
 L.S. & M.S. Ry. Right of Way Lines = EF & GH.
 Scale 1" = 100'

5-18-M-81-5

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div.
Lucas Co

-5-

Blue Print Showing Lands
Claimed By State of Ohio

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div. -5-
Lucas Co, O.

PROCESSED

Answer of L.S.& M.S.Ry.Co.
In Case # 23521 Oct. 1894

Franklin Com. Pleas

No. 23571

The State of Ohio

vs.

The C. & M. S. Ry.

Copy of Answers

E. D. POTTER, JR.
ATTORNEY-AT-LAW,
2 13 DRUMMOND BLOCK
TOLEDO, O.

In the Court of Common Pleas of Franklin County, Ohio.

The State of Ohio,

No. 23521.

Plaintiff,

vs.

The Lake Shore & Michigan

Southern Railway Company,

Defendant.

Answer.

FIRST DEFENSE.

The Lake Shore & Michigan Southern Railway Company, still protesting and objecting to the right of the said Plaintiff to maintain this action against it, in this jurisdiction, and not intending hereby to waive the same, now comes and for answer to the petition filed herein, admits:

That it, said defendant is a corporation duly incorporated under and by virtue of the laws of the State of Ohio, having its principal office in the city of Cleveland, in said state.

And said defendant avers that it is not a resident of Franklin County, nor has it any agent in Franklin County upon whom upon said defendant in Lucas County, where the land in controversy is situated.

Admits that it is in the possession and use of a part or portion of the premises set forth in said petition, and which part or portion is more particularly described in its defense herein numbered 5.

Said answering defendant denies each, all and singular

W P-6

the other averments of said petition, not herein specifically admitted or denied.

Second Defense.

Said answering defendant says it is a railway company organized and incorporated under and by virtue of the laws of the State of Ohio, as well as of the several states of New York, Pennsylvania, Michigan, Indiana and Illinois, having for its principal termini Buffalo on the east and Chicago on the west, and as such railroad its main line tracks connect and extend into and through said several states and into and through the City of Toledo and over and upon the lands described in said petition.

That said defendant is extensively engaged in an interstate, as well as local state business in the transportation of United States mails, passengers and freight, both from within and without the said State of Ohio, to points within and without said state, and that all its said traffic, north, south, east and west bound, destined to Toledo or points beyond, either east, west, north or south, pass over and upon its said two main line tracks so situate as aforesaid.

That at said City of Toledo it connects with some fifteen other separate systems of railroad, all engaged in the same traffic and business, and whose cars and traffic, under the laws of said state, it, said defendant, receives and delivers, and is bound to receive and carry, as well as traffic destined or deliverable to said other connecting carriers.

That the lands or premises upon which its said main line tracks are so situated, are absolutely necessary to it in the transaction of its said business and the performance of the obliga-

tions imposed upon ^{by} law, and without which said tracks it would be unable to do and transact its business.

That all its terminal property at Toledo, including warehouses, elevators, freight houses, round houses, station grounds, buildings, bridges, docks and other property, in the ~~the~~ **erection, construction and maintenance** of which it has expended millions of dollars, have been purchased, acquired, built upon and improved with reference and adapted to the location of its said main line tracks over and upon said property; and that to be ejected from the use of said premises would cause irreparable damage, loss and injury to said plaintiff and its property, and seriously interrupt and interfere with, if not stop its traffic and ability to perform its public service.

And said defendant says that it, together with the Erie & ~~the~~ **Yaliamazoo R.R.Co. and the Northern Indiana R.R.Co.**, to whose rights and franchises it succeeded, have claimed title to and have been in the exclusive, uninterrupted occupation, use and enjoyment of said premises with its said main line tracks and operated the same thereon, and engaged continuously in said traffic and business for upwards of forty years last past, and has, during all said time paid semi-annually all the taxes and assessments levied and assessed against said property for all purposes whatsoever, and said state ~~and~~ **retained and received from said defendant** for and during all said period, the taxes so levied and assessed upon said property and collected from said defendant. That said plaintiff made no claim to said premises until on or about the date of the commencement of this action.

Third Defense.

Said answering defendant further says that the Northern Indiana F.F.Co., to all whose rights, privileges and franchises

the said answering defendant succeeded, having prior thereto established, acquired, appropriated and extended its said main line tracks as the same now exist over, upon and across said premises, in order to connect the same with its main line tracks beyond, did ~~upon~~ **upon the 13th day of January, 1853,** make application to the Board of Public Works of the State of Ohio, for permission to construct its said railroad under the canal, just above the upper lock, to-wit; said lock 6, in Toledo, carrying the canal over the said defendant's said railroad by means of a permanent stone abutment, and accompanying such request were plans showing the precise location of said proposed tunnel or aqueduct and the side wings or walls thereto, which side wings or walls were to be and were placed or located upon part of said premises then in the use and occupation of said defendant, and which plaintiff is now seeking to recover.

That upon the 14th day of June, 1853, with full notice and knowledge of all the attending conditions and the effect thereof, an order was made by said Board of Public Works, which is as follows, to-wit:

"WHEREAS, The Northern Indiana Railroad Company has presented to this Board a plan for the erection of a stone structure ~~under the canal at Toledo for the passage of their railroad;~~ and also a plan for a temporary aqueduct of wood to be used during the year 1853, and have asked this Board to approve of the same: **It is hereby ordered that the same be approved with the following** limitations:

First, That the minimum width of the canal at the top water line shall not be reduced to less than forty feet, nor the depth of water to less than four feet by the temporary aqueduct; nor

day of July, 1853, the said Northern Indiana Railroad Company, for the consideration of \$903, bought of then then owners thereof, the following described premises, to-wit:

Lying in the City of Toledo, in the county of Lucas and State of Ohio, and being part of river tract 4, in the 12 Mile Square Reserve, etc. commencing at a stone monument standing in the south line of said river tract 4, at the center of Whittlessey Street and from thence running westerly in a direct line to the north westerly line or side of the Wabash and Erie Canal and distant from said tract line, north easterly on the line of said canal 107 feet and from thence south westerly along the north westerly line or side of said canal to said tract line and from thence east along said tract line to the place of beginning*.

The price paid therefor, being the full, fair value in money at that time.

That upon the 23rd day of April, 1853, the Northern Indiana Railroad Company, by condemnation proceedings in the Probate Court of Lucas County, Ohio, acquired the following described premises, to-wit:

That part of subdivision 6 of river tract 5 in the Twelve Mile Square Reserve at the foot of the rapids of the Miami of Lake Erie, described as commencing at a point in the east line of said subdivision number 6, distant from the north line of said tract 5, sixty five feet, and from thence running westerly on a direct line to a point in the west line of said subdivision, 50 feet south of said tract line, being all of said subdivision situate between said north line of said tract, and said line last above described, and embracing about one acre of land, together with about 5 1/4 acres in the north part of subdivision 2 of said river tract 5, for right of way purposes.

W81-6

The award made by the jury in said proceeding was \$ and the same was paid by said railroad company and possession thereafter awarded to it.

That at the date of said purchase and condemnation proceedings, the said plaintiff was not in the use and occupation of said premises, nor had it ever taken possession thereof.

Sixth Defense.

The said State of Ohio, through its Board of Public Works and legally appointed agents, did on the ___ day of 1853, receive and collect from said Northern Indiana Railroad Company, the sum of \$158, for the license or privilege to said railway company of extending its tracks over and across said premises sought to be recovered in this action, and which said use in no way interfered with or damaged the said canal or canal property for any public use whatsoever. That the said sum so paid was the full and fair market value of the said premises at said date. (aid answering defendant has reason to believe and so charges the fact to be that a valid, good and sufficient deed for said premises was executed and delivered to said Northern Indiana R.R.Co. at or about said date, but the same has been mislaid or lost and defendant has not yet been able to find the same.)

Said defendant hereto attaches a blue print or map marked exhibit "A", which it makes part hereof and to which reference is premised in question and the conditions as they now are and have been for upwards of forty years last past.

Seventh Defense.

And said answering defendant says that the act of the General Assembly, under which this action is prosecuted in the Court of Common Pleas of Franklin County, is unconstitutional and

void, as being contrary to the provision of section 26, of article 2, of the constitution of the State of Ohio, wherein it is provided: "All laws of a general nature shall have a uniform operation throughout the state".

Eight Defense.

~~And said defendant~~ ~~that~~ said act of the General Assembly which authorizes this action to be brought in Franklin County, is unconstitutional and void, and for the reason that the same is in conflict with section 5, article 1, of the constitution of the State of Ohio, which provides: "The right to trial by jury shall be inviolate".

Said defendant says it has the right under the constitution to have said case submitted to a jury selected from the territory of Lucas County, where said property is situate and where where service of summons cannot be made upon it, under the statutes of the state.

And said defendant now having answered fully in the premises, asks that said petition be dismissed and that it recover its costs herein. Said defendant also asks by way of cross petition that its title to the said premises and the use and enjoyment thereof may be forever quieted in it, its successors and assigns.

Here in the premises as is just and equitable.

Attorney for Defendant.

STATE OF OHIO, LUCAS COUNTY, ss.

E.D. Potter, Jr., being duly sworn, says that he is attorney for the defendant in the above action; that said defendant is a corporation and for that reason affiant makes this affidavit.

Affiant says the ~~facts~~ stated in the foregoing answer are true as the

Edwin D. Potter, Jr.

E. D. Potter, Jr.

E. D. Potter, Jr.

E. D. Potter, Jr.

signed in my presence this

day of October 1894

at Lucas County, Ohio

Notary Public, Lucas County, Ohio.

181-6 101-8-10

N. Y. C. R. R. CO.
Land & Tax Dep't. With, 81 - 7 -
Air Line Div.
Lucas Co.

REPRODUCTION
FROM ORIGINAL RECORDS
PHOTODUPLICATION

Decision of State of Ohio
Demurrer to Answer in
Case # 23521
Mar. 1895

The State of Ohio,

vs

The Lake Shore and Michigan Southern
Railway Company.

This action was brought by the State to recover from the defendant the possession of a fraction of an acre of ground, situated in Toledo, Ohio, which has been used by the defendant as its terminal property, and on which are located its warehouses, elevators, freight houses, round houses, station buildings, bridges, docks and other property, costing ~~some~~ several million dollars.

There are eight defenses in the Answer.

The Plaintiff has demurred to all but two.

The defendant is the successor of the Northern Indiana Railroad Company and it succeeds to whatever rights that Company had in the land whose recovery is here sought.

One defense is that the defendant has been in actual, continuous, and adverse possession of the land, under a claim of title, for over forty years. It is a plea of the Statute of Limitations.

There is no merit in this defense.

There is no better settled rule than this, that the bar of the statute of limitations cannot defeat a claim in favor of the State, unless the State is introduced merely as a formal party, and the real remedy sought in its name is but the enforcement of a private right.

in all the Company did at so much expense.

The defense under consideration uses the "slippery" term "acquiesced". Acquiescence which occurs while the transaction is in progress is only estoppel.

De Bussche vs Alt, 9 Ch. D., 514.

It is a quasi estoppel.

2 Pomerooy's Eq., Sec. 917.

To constitute a defense it must have all of the essential elements of an estoppel. Acquiescence which does not come up to this measure cannot deprive a person of his legal rights.

Russell vs. Watts, 25 Ch. D., 585-6;

Menéndez vs Holt, 128 U. S., 524;

Lamotte vs Wisner, 51 Md., 561.

This whole defense is one of equitable estoppel. Is such a defense available against the State?

Unless laches is a form of estoppel, a proposition which might be maintained with some show of reason, this question has not been decided by our Supreme Court.

There is equally as strong ~~reason~~ reason, however, for the ~~conclusion~~ conclusion that the State's rights should not be defeated by estoppel as there is for concluding that the statute of limitations does not foreclose its rights.

The general rule is that a sovereign's claims cannot be defeated by estoppel.

Johnson vs U. S., 5 Mason, 425;

Garr vs U. S., 98 U. S., 455.

Unlike an individual, the State can only get by its agents or officers. There would be

W 81-7-2

U. S. Insley, 130 U. S., 263;

Curtner vs U. S., 149 U. S., 662;

U. S. vs Des Moines, 142 U. S., 510;

U. S. vs Beebe, 127 U. S., 338.

In *Beoley, vs Thomas*, 31 O. S., 308, Judge Gilmore ex-

pressed the rule in this language:-

"The doctrine is well settled, in the absence of a statute to the contrary, that no laches is to be imputed to the government, and against it no time runs so as to bar its rights."

The tract of land in controversy adjoins the canal in Toledo. The tracks of the defendant intersect the canal at the point where the land and the canal adjoin each other.

In obedience to a statute which conferred the authority, the Board of Public Works, in 1853, authorized the Northern Indiana Railroad Company, the predecessor of the defendant, to construct a tunnel under the canal at this point for the passage of its trains to and from either side of it.

At that time, the tracks and other structures of the last named Company were located on the land in question, and the Board had full knowledge and notice of that fact. The map which was then submitted to the Board, showing where the tunnel was to be located, exhibited the land sought to be recovered, and it was on this map that the Company made its proposal as to the tunnel, and on which the Board accepted it. The Board made no objection to that Company placing and constructing its tracks and other structures on the disputed ground, but they permitted it to go on, with full knowledge of the conditions, objects, and purposes, and acquiesced

manifest wisdom and justice in binding the State by their authorized acts; but there would be neither in estopping the State by their unauthorized acts and declarations.

The powers of the Board of Public Works and of the Canal Commissioners were limited. Their only implied powers were such as were essential to the due and sufficient exercise of the powers which were expressly granted.

Mygatt vs Washburn, 15 N. Y., 316.

Holten vs County Commissioners, 55 Ind., 194.

Public officers cannot bind the government they represent by acts beyond and in direct opposition to their express authority but which are within the scope of their implied authority; because they do not possess, and cannot exercise, the last named powers, called apparent powers. In this respect, they are unlike the agents of individuals.

Some Courts have even resolved that the state is not bound by the contract of a public agent which was not specifically authorized, although it related to a subject within the general scope of his powers.

One who deals with such an agent must, at his peril, ascertain the nature and extent of his powers.

Parson vs Barnes, 25 Ark., 201;

25 Ark., 272;

Merchant's Bank vs Bergen Co., 115 U. S., 304;

Splener vs Blanchard, 82 Mich., 254.

Again, it is said by an author whose opinion is equal to

some, and superior to many, judicial opinions, in weight of reason,

that a state is never estopped by the acts of its public agent which are done under ~~and~~ an apparent authority, which is not real.

Bishop's Contracts, Sees. 310, 305 (Revised Edition.)

One of the essential elements of an estoppel is that the agent of the party against whom it is invoked must have acted at least within the "apparent authority contained in, and conferred by, the terms of his commission, or the nature of his official functions, or his employment."

The Board of Public Works had no authority to pass or transfer the title of the land in question; it was outside of the apparent scope of their authority.

In State, &c., vs Railway Co., 37 O. S., 157, the Board was denied the right to grant to a Railroad Company the right to lay its tracks, and maintain and operate a railroad along the berme bank of a canal.

The contention of the Company was that such power followed as a logical corollary of the power of the Board to authorize Railroads to cross the canal.

The case of ground in question was purchased for a hydraulic site in obedience to a statute (Act of February 7th, 1836 (24 O.L., 50), to be used in connection with the canal. The Canal Commissioners were not empowered to sell it. (See second section of same act.) The title in fee was vested in the State, as another statute ordained. Act of February 1825 (25 Ohio Laws, 50).

The power of the Board of Public Works to authorize the Northern Indiana Railway Company to lay its tracks and operate its

road on this ground, by the plainest analogy from this decided case,

had no more legal existence than had the power to authorize the Company to do the same thing on the berms bank of the canal.

This land bought for hydraulic purpose had no closer relation to the canal than had the berm bank:

As was said in that case, it is a question of power, and the Board did not possess the power.

Not having the power, express or implied apparent, no act of the Board can stop the State from asserting its legal title to the land.

It was argued that the right of the Company to lay its tracks on the State's ground was impliedly, or perhaps necessarily, granted by the charter authorizing the Company to build a road from Toledo to another point between which this land was situated, an Indiana case (Indiana ~~State~~ Central Railway Co. vs State of Indiana, 3 Ind., 492) having been appealed to to sustain it.

This was relied upon by the defeated party in the case reported in 37 Ohio State, where the Supreme Court questioned its soundness. When the Northern Indiana Railway Company was granted a charter to locate and build a road between Toledo and any other place, the charter only fixed the termini of the road. It did not attempt to define the location of the road. That could not be done till the Company surveyed and staked the route, and purchased or appropriated, in the exercise of the power of eminent domain, the ground. Will that was done its right did not vest; it did not attach to any particular or definite land. If the State had owned all of the lands between the termini, so that the road could not be

located except by going over it, there might be some plausibility

in the contention.

Another element of estoppel, is either ^{fraud} ~~fraud~~, or its equivalent, in ~~any~~ culpable negligence. If it was negligence, it must have been the proximate cause of the loss, and the neglect must have been of some duty which was owing to the party misled, or to the public.

Leather Mfrs. Bank vs Morgan, 117 U. S., 108;

Hunsboro vs Bissell, 18 Wall., 271;

Lehigh Co. vs Bonford, 150 U. S., 665.

Brown vs Ins. Co., 42 Md., 385.

This defense does not disclose that the Board of Public Works was guilty of any deception or fraud which led the Northern Indiana R. Co. to occupy this land and improve it. It owed no duty to either Railroad Company.

By those Courts which have expressed the doctrine that estoppel may be invoked against a government, it is conceded that it cannot be done when it is that species of estoppel which exists where one party makes an untruthful assertion that misleads a neighbor to his prejudice. They held that it can only be done when one is precluded from taking inconsistent positions; as, "where, having taken one by which he was benefitted at the expense of another, he is not permitted to repudiate that and take another inconsistent position, to the prejudice of that other".

False representation or a misleading statement is not an ingredient of that sort of estoppel.

This is the extreme point to which those Courts have gone

in holding governments bound by estoppel. Making an application

1181-7-6

of the rule to this case, it cannot aid the defendant. Its third defense does not affirm that the State or its agent, the Board, adopted a position which was beneficial to it and expensive to the Northern Indiana Railroad Company. How was the State benefited by the construction of ~~the~~ its tracks, &c., on this ground?

It cannot be said that the benefit will consist of the improvements, because the State will not necessarily acquire them, if it prevails in this action.

But there is another, and a controlling, reason, why the third defense is not invulnerable to the demurrer.

Where the doctrine of estoppel is invoked concerning the title to land, the party misled must not only appear to have been ignorant of the true state of the title, but also without the means of acquiring knowledge.

Brant vs Va. Coal Co.; 93 U. S., 336.

The third defense does not make it appear that the Northern Indiana Railroad Company was thus ignorant and thus without the means of knowledge as to the title.

Both sides of this question were intelligently discussed in Lake Superior Ship Canal, Ry. & Iron Co., vs Cunningham, 24 Fed. Rep., 819, by Judges Jackson, Brown and Severens, the first two deciding that estoppel could not be invoked against a Government, and the latter dissenting.

In the deed by which this acre of ground was conveyed to the State, its use was restricted to a hydraulic site.

Another defense, ~~by~~ taking this as a basis, affirms that the State never in fact took possession of it for the purpose of a hydraulic site; that it cannot be used for that purpose, or for any ~~further~~ ^{public} use in connection with the canal; that it is only valuable for the railroad company, and for the general public as it is now used in the discharge of its public duties by the Company. The conclusion from this one fact and these assumptions, is that the claim of the State is stale.

This is a unique defense against the alleged dissesizin of the State of this land.

The defendant has no shadow of right to insist on a forfeiture of the land, because the State has not used it for the purpose restricted by the deed. That is a purely personal right in the ~~grantor~~ grantor of the State.

As to the defense of staleness or laches, that is denied by the decision in 31 O. S., already cited.

Another defense, bisected into two defenses in form, is that the statute which authorized the Attorney General to institute the action in this county, instead of in Lucas County, is unconstitutional. That question was decided on the defendants' motion to quash the service of summons.

There is no reason for changing the conclusion.

The defendant has no vested right to be sued and to have ^{where} this action tried in Lucas County ~~where~~ the land is situated.

It is matter which it is competent for the Legislature to regulate by statute.

W.P. 1-7-8 It is not obnoxious to the organic law which requires all

Laws of a general nature to have a uniform operation; because it does ~~not~~ operate uniformly upon all railroad corporations, which are in possession of the land, mentioned in this act, and which the State seeks to recover. The act is no more unconstitutional on this ground than is the statute which authorizes service of summons of railroad corporations in a manner different from that by which individuals may be served.

Nor does the act deny to the defendant the right to trial by jury. There is not even a semblance of constitutional right in any person to have the trial of an ejectment case before a jury of the county in which the land is located.

It is not profitable to dwell on either of these defenses.

The demurrer of the State to all of these defenses will be sustained.

The motion against the fifth defense is also sustained.

W 81-7-9

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div.
Lucas Co

-8-

REQUIREMENT FOR
BANK VAULT RECORDS
PHOTOSTATED

Decision of State of Ohio
Demurrer to Answer in
Case # 23521 Mar. 1895

copy

Camel Land case
at Toledo,

Discussion on summer,
March, 1895.

COPY

The State of Ohio,
vs
The Lake Shore and Michigan
Southern Railway Company.

This action is brought by the State to recover from the defendant the possession of a fraction of an acre of ground, situated in the City of Toledo, Ohio, which has been used by the defendant as its terminal property, and on which are located its warehouses, elevators, freight houses, round houses, station buildings, bridges docks and other property costing several million dollars. There are eight defenses in the Answer.

The plaintiff has demurred to all but two.

The defendant is the successor of the Northern Indiana Railroad Company and it succeeds to whatever rights that Company had in the land whose recovery is here sought.

One defense is that the defendant has been in actual possession continuous, and adverse possession of the land, under a claim of title, for over forty years. It is a plea of the Statute of Limitations.

There is no merit in this defense.

There is no better settled rule than this, that the bar of the statute of limitations cannot defeat a claim in favor of the State, unless the State in introduced merely as a formal party, and the real remedy sought in its name is but the enforcement of a private right.

Booth vs. U.S., 11 G. & J 373;

U.S. Insley, 130 U.S., 263;

Gürtner vs. U.S., 149 U.S., 662;

U.S. vs. Des Moines, 142 U.S., 510

U.S. vs. Beebe, 127 U.S., 338.

In Seeley vs. Thomas, 31 O.S. 308, Judge Gilmore expressed the rule in this language:-

"The doctrine is well settled, in the absence of a statute to the contrary that no laches is to be imputed to the government, and against it no time runs so as to bar its rights."

The tract of land in controversy adjoins the canal in Toledo. The tracks of the defendant intersect the canal at the point where the land and the canal adjoin each other.

In obedience to a statute which conferred the authority, the Northern Indiana Railroad company, the predecessor of the defendant, to construct a tunnel under the canal at this point for the passage of its trains to and from either side of it.

At that time, the tracks and other structures of the last named Company were located on the land in question, and the Board had full knowledge and notice of that fact. The map which was then submitted to the Board, showing where the tunnel was to be located, exhibited the land sought to be recovered, and it was on this map that the Company made its proposal as to the tunnel, and on which the Board accepted it. The Board made no objection to that Company placing and constructing its tracks and other structures on the disputed ground, but they permitted it to go on "with full knowledge of the conditions, objects, and purposes", and acquiesced in all the Company did at so much expense.

MS 8-1

The defense under consideration uses the "slippery" term "Acquiesced". Acquiescence which occurs while the transaction is in progress is only estoppel.

De Bussdhe vs Alt, 8 Ch. D. 314.

It is a quasi estoppel.

2 Pomeroy's Eq., Sec. 917.

To constitute a defense it must have all the essential elements of an estoppel. Acquiescence which does not come up to this measure can not deprive a person of his legal rights.

Russell vs. Watts, 25 Ch. D., 585-6;

Menendez vs. Holt, 128 U.S., 524.

Lamotte vs. Wisner, 51 Md., 561.

This whole defense is one of equitable estoppel. Is such a defense available against the State?

Unless laches is a form of estoppel, a proposition which might be maintained with some show of reason, this question has not been decided by our Supreme Court.

There is equally as strong reason, however, for the contention that the State's rights should not be defeated by estoppel as there is for concluding that the statute of limitations does not foreclose its rights.

The general rule is that a sovereign's claims cannot be defeated by estoppel.

Johnson vs. U.S. 5 Mason, 425;

~~Johnson vs. U.S. 5 Mason, 425.~~
Johnson vs. U.S. 5 Mason, 425.

Unlike an individual, the State can only act by its agents or officers. There would be manifest wisdom and justice in binding the State by their authorized acts; but there would be neither in stopping the State by their unauthorized acts and declarations.

The powers of the Board of Public Works and of the Canal Commissioners were limited. Their only implied powers were such as were essential to the due and sufficient exercise of the powers which were expressly granted.

Mygatt vs Washburn, 15 N.Y., 316.

Holton vs County Commissioners, 55 Ind. 194.

Public officers can not bind the government they represent by acts beyond and in direct opposition to their express authority but which are within the scope of their implied authority; because they do not possess, and can not exercise, the last named powers, called appanent powers. In this regard respect they are unlike the agents of individuals.

~~Some courts have even resolved that the state is not bound by the contract of a public agent which was not specifically authorized, although it related to a subject within the general scope of his powers.~~

One who deals with such an agent must, at his peril, ascertain the nature and extent of his powers.

Parrel vs Barnes, 25 Ark., 261;

25 Ark., 272;

Merchant's Bank vs Bergeum Co., 115 U. S., 384;

Spitzer vs Blanchardm 82 Mich., 234.

Again, it is said by an author whose opinion is equal to some, and superior to many, judicial opinions, in weight of reason, that a state is never estopped by the acts of its public agent which are done under an apparent authority, which is not real.

Bishop's Contracts, Secs. 310, 393, (Revised Edition.)

One of the essential elements of an estoppel is that the agent of the party against whom it is invoked must have acted at least within the "apparent authority contained in, and conferred by, the terms of his commission, or the nature of his official functions, or his employment."

The Board of Public Works had no authority to pass or transfer the title of the land in question; it was outside of the apparent scope of their authority.

In State, &c., vs. Railway Co., 37 O.S., 157, the Board was denied the right to grant to a Railroad Company the right to lay its tracks, and maintain and operate a railroad along the berme bank of a canal.

The contention of the company was that such power followed as a logical corollary of the power of the Board to authorize railroads to cross the canals.

The acre of ground in question was purchased for a hydraulic site in obedience to a Statute (Act of February 7th, 1826 (24 O.L. 58), to be used in connection with the canal. The Canal Commissioners were not empowered to sell it. (See second section of same act.) The title in fee was vested in the State, an another statute ordained. Act of February 1825 (23 Ohio Laws, 50).

The power of the Board of Public Works to authorize the Northern Indiana Railway Company to lay its tracks and operate its road on this ground, by the plainest analogy from this decided case had no legal existence ^{than had the power to authorize the} ~~the same thing on the berme bank of the canal~~

This land bought for hydraulic purpose had no closer relation to the canal than had the berme bank:

As was said in that case, it is a question of power, and the Board did possess the power.

Not having the power, express or apparent, no act of the Board can estop the State from asserting its legal title to the land.

It was argued that the right of the company to lay its tracks on the State's ground was impliedly or perhaps necessarily granted by the charter authorizing the Company to build a road from Toledo to another point between which this land was situated, an Indiana case (Indiana Central Railway Co. vs. State of Indiana, 3 Ind. 421) having been appealed to to sustain it.

This was relied upon by the defeated party in the case reported in 37 Ohio State, where the Supreme Court questioned its soundness. When the Northern Indiana Railway Company was granted

~~the same thing on the berme bank of the canal~~ ~~any other~~ place, the charter only fixed the terminal of the road. It did not attempt to define the location of the road. That could not be done until the company surveyed and staked the route, and purchased or appropriated, in the exercise of the power of eminent domain, the ground. Till that was done its right did not vest; it did not attach to any particular or definite land. If the State had owned all of the lands between the termini, so that the road could not be located except by going over it, there might be some plausibility in the contention.

Another element of estoppel, is either fraud or its equivalent in culpable negligence. If it was negligence, it must have been of the proximate cause of the loss, and the neglect must have been of some duty which was owing to the party misled, or to the public.

Leather Mfrs. Bank vs. Morgan, 117 U.S., 108;
Hunnsboro vs Bissell, 18 Wall, 271;
Lehigh Co. vs Bonford, 150 U.S., 665.
Brown vs Ins. Co., 42 Md., 385.

This defense does not disclose that the Board of Public Works was guilty of any deception or fraud which led the Northern Indiana R.Co. to occupy this land and improve it. It owed no duty to ~~either railroad company.~~

By those Courts which have expressed the doctrine that estoppel may be invoked against a government, it is conceded that it cannot be done when it is that species of estoppel which exists where one party makes an untruthful assertion that misleads another to his prejudice. They hold that it can only be done when one is precluded from taking inconsistent positions; as, "where having taken one by which he was benefited at the expense of another, he is not permitted to repudiate that and take another inconsistent position, to the prejudice of that other."

A false representation or a misleading statement is not an ingredient of that sort of estoppel.

This is the extreme point to which those Courts have gone in holding governments bound by estoppel. Making an application of the rule to this case, it cannot aid the defendant. Its third defense does not affirm that the State or its agent, the Board, adopted a position which was beneficial to it and expensive to the northern Indiana Railroad Company. How was the State benefitted ~~by the disposition of its territory, or the grounds~~

It cannot be said that the benefit will consist of the improvements, because the State will not necessarily acquire them, if it prevails in this action.

But there is another, and a controlling, reason, why the third defense is not invulnerable to the demurrer.

Where the doctrine of estoppel is invoked concerning the title to land, the party misled must not only appear to have been ignorant of the true state of the title, but also without the means of acquiring knowledge.

Brant vs Va. Coal Co., 93 U.S., 336/
The third defense does not make it appear that the Northern Indiana Railroad Company was thus ignorant and thus without the means of knowledge as to the title.

Both sides of this question were intelligently discussed in Lake Superior Ship Canal, Ry. & Iron Co., vs Cunningham, 44 Fed.

~~For Judge Jackson, Brown and Seyerens, the first two~~
deciding that estoppel could not be invoked against a government, and the latter dissenting.

In the deed by which this acre of ground was conveyed to the State, its use was restricted to a hydraulic site.

Another defense, taking this as a basis, affirms that the State never in fact took possession of it for the purpose of a hydraulic site; that it can not be used for that purpose, or for any public use in connection with the canal; that it is only valuable for the railroad company, and for the general public as it is now used in the discharge of its public duties by the Company. The conclusion from this one fact and these assumptions, is that the claim of the State is stale.

This is a unique defense against the alleged disseizin of the State of this land.

The defendant has no shadow of right to insist on a forfeiture of the land, because the State has not used it for the purpose restricted by the deed. That is a purely personal right in the grantor of the State.

As to the defense of staleness or laches, that is denied by the decision in 31 O.S., already cited.

~~Another defense, bisected into two defenses~~ in form, is that the statute which authorized the Attorney General to institute the action in this county, instead of Lucas County, is unconstitutional. That question was decided on the defendant's motion to quash the service of summons.

There is no reason for changing the conclusion.

The defendant has no vested right to be sued and to have this action tried in Lucas County where the land is situated. It is matter which it is competent for the Legislature to regulate by statute.

It is not obnoxious to the organic law which requires all laws of a general nature to have a uniform operation; because it does operate uniformly upon all railroad corporations, which are in possession of the land mentioned in this act, and which the State seeks to recover. The act is no more unconstitutional on this ground than is the statute which authorized service of summons on railroad corporations in a manner different from that by which individuals may be served.

~~It does not deny to the defendant the right to trial by jury.~~ There is not even a semblance of constitutional right in any person to have the trial of an ejectment case before a jury of the county in which the land is located.

It is not profitable to dwell on either of these defenses. The demurrer of the State to all of these defenses will be sustained.

The motion against the fifth defense is also sustained.

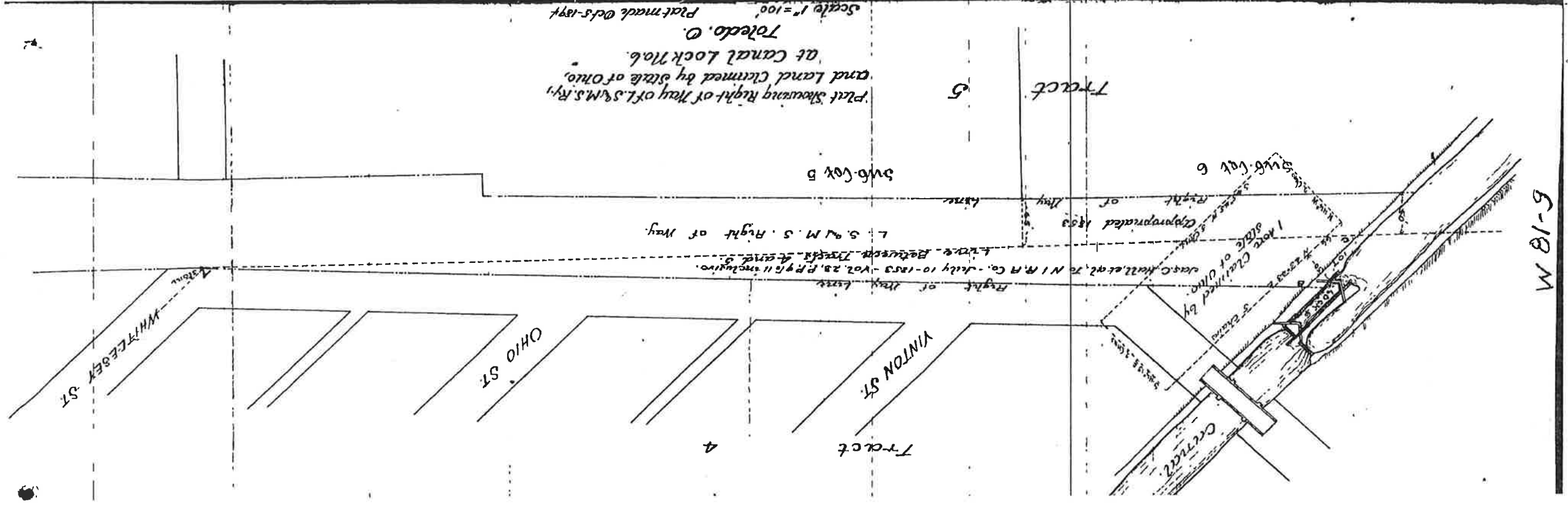
N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div,
Lucas Co. -9-

REGISTERED
GENERAL

plat showing R. of W.
L.S. & W.S. Ry. & land claimed
by The State of Ohio at
Canal Lock # 5

Carroll and
Carroll
Toledo

232



Plot Showing Right of Way of L.S. & M.S. Ry.
and Land Claimed by State of Ohio,
at Canal Lock No. 6,
Toledo, O.
Plat made Oct 5-1897
Scale 1" = 100'

Sub lot 5

L.S. & M.S. Right of Way
Line - Between Tracts 4 and 5

Right of Way Line
N.R. Co. - July 10-1853 - Vol. 28, P. 1211 including
Tracts 4 and 5

Tract 5

Tract 7

Sub lot 6

1 Note Claimed by
State of Ohio

3 Chords

5 Chords

6 Chords

7 Chords

8 Chords

9 Chords

10 Chords

11 Chords

12 Chords

13 Chords

14 Chords

5-18 M

N. Y. C. R. R. CO.
Land & Tax Dep't. with No.81
Air Line Div. -10-
Lucas Co.

FOR
MULTI RECORDS
PAGES 1-10

Journal Entry In Case
23521

W 81-10-2

No. 23521

The State of Ohio

Plaintiff

vs

The I. S. & M. S. R. R. Co.

Defendant

Certified Copy of Petition

Filed

Apr. 9, 1890.

Thos. M. Beck, Clerk

By M. M. Mowbray, Deputy.

W. H. Dutton,

Atty. for R.R.

Court of Common Pleas, Franklin County, Ohio.

The State of Ohio-----Plaintiff.

-vs-

The Lake Shore and Michigan Southern Railway Co.,-----Defendant.

Petition.

Plaintiff says that the Defendant is a corporation duly incorporated under the laws of the State of Ohio, with its principal office in the City of Cleveland in said State.

Plaintiff further says that it has a legal estate in and is entitled to the possession of the following real estate situated in the County of Lucas, City of Toledo and State of Ohio and bounded and described as follows to wit;

A strip or parcel of land one hundred and twenty-four feet in width being sixty-two feet in width on each side of the center line of the tracks of The Lake Shore and Michigan Southern Railway Company's Railroad extending from the east rail of the Toledo St. Louis and Kansas City Railway Company's Railroad northwesterly to the foot of the slope of the westerly bank of the Miami and Erie canal and being a part of the following described real estate.

A lot at lock No. 6 of the Wabash and Erie Canal beginning at a point fifty feet at right angles from the south east face of the lock chamber wall and one chain above the head of the lock; thence north 45 3-4 east parallel with said face wall, five chains; thence 44 1-4 east two chains; thence south 45 3-4 west five chains; thence north 44 1-4 west two chains to the place of beginning containing one acre.

The plaintiff further says that the defendant unlawfully keeps it out of the possession of said premises.

Wherefore plaintiff asks judgement for the possession of said real estate.

David K. Watson, Atty. Gen'l.

1881-10-1

Lucas Co. Air Line Div.

8

State of Ohio

^{vs.} L. S. M. S. Ry. Co.

Copy of Journal Entry

No 23521.

Right of way across state
lands at Canal Lock No. 6.

also @

May 13-1895

Lucas Co., Air Line Div.

Rec 89

RECORDS
AND VALUE RECORDS
INCORPORATED

Page 57 Vol. 14

L. S. M. S. Ry. Recs

Company said 1300 East Lakes of suit. Amended petition as per following decision - 1/11/05. Plat attached was prepared at request of E. D. Potter, Jr. Esq. Attorney at Law, by Judson T. Marston, Judge.

The State of Ohio,)
Plaintiff,)
vs.)
Common Pleas Court.
The Lake Shore and Michigan)
Southern Railway Company,)
Defendant.)
No. 25,581.

This day came the parties by their attorneys and by leave of the Court the petition is amended by striking out the following words in the description of the real estate therein, namely, 'Extending from the east rail of The Toledo, St Louis and Kansas City Railroad Company's Railway' and inserting the following matter, to-wit: 'extending from the east line of the one acre lot herein after described', and by leave of the Court and consent of parties the answer and reply heretofore filed in this cause are amended as referred to the petition as above amended.

Thereupon this day came the plaintiff the State of Ohio, by the Attorney General, and the defendant, The Lake Shore and Michigan Southern Railway Company, by its attorney E.D.Potter, Jr. and there upon this cause came on for hearing and was heard upon the pleadings and the evidence without the intervention of a jury, the same having been waived.

On consideration whereof, the Court finds, on the issue joined, for the defendant.

The Court further finds that at the time of bringing this action the said defendant, The Lake Shore & Michigan Southern Railway Company, was in the occupation and possession of all the real property described in the petition as above amended; and that it has the legal title and fee simple estate therein, and is entitled to the possession of the same; that the said plaintiff has no interest or estate in said premises, nor is it entitled to the possession of the same, or any part thereof; and that the defendant ought now to have its title and possession quieted as against the claim and demand of said plaintiff, as prayed for in the answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of The Lake Shore & Michigan Southern Railway Company to all and singular the premises described in the petition, as above amended, to-wit, the following real estate situate in the County of Lucas, City of Toledo, and State of Ohio, and bounded and described as follows:

A strip or parcel of land one hundred and twenty four feet in width, being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east line of the one acre lot hereinafter described northwesterly to the foot of the slope of the westerly bank of the Miami and Erie Canal and being part of the following described real estate:

A lot at lock six of the Wabash and Erie canal, beginning at a point fifty feet at right angles from the southeast face of lock chamber wall and one chain above the head of the lock; thence north

forty five and three fourths degrees east parallel with said face of well, five chains; thence south forty four and one fourth degrees east, two chains; thence south forty five and three fourths degrees, west five chains; thence north forty four and one fourth degrees west, two chains to the place of beginning, containing one acre; be and the same are hereby quieted as against the said plaintiff and all persons claiming under it; and said plaintiff is hereby forever enjoined from setting up any claim to said strip or any part thereof adverse to said title and possession of said defendant, its grantees, licensees, successors and assigns thereto. It is ordered that the plaintiff pay the costs in this case taxed at \$

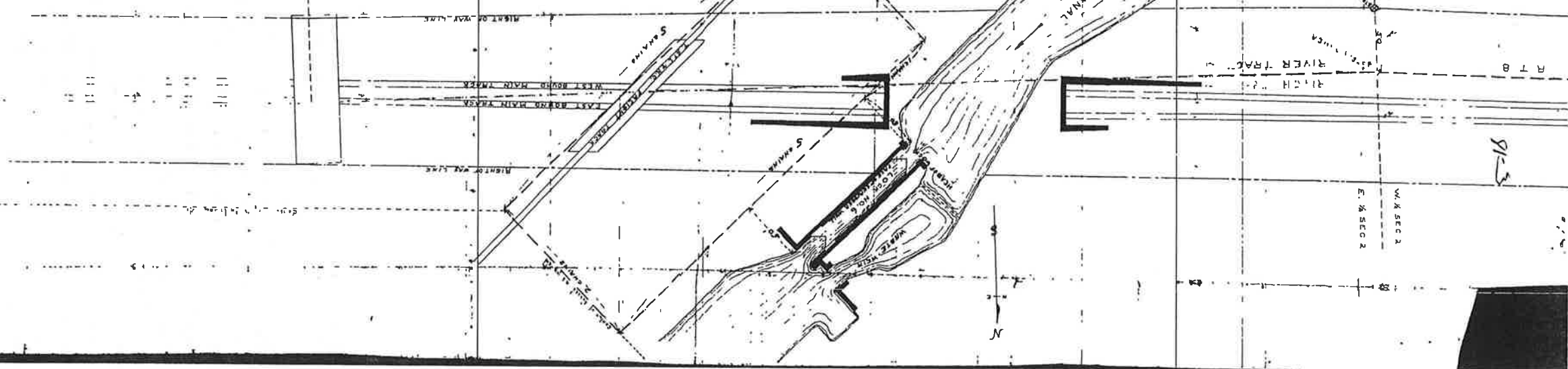
(Decree entered May 15, 1895)

E.D.P.Jr.

81-2

L. S. & M. S. RY. M. & D. V.
 PLAN OF TRACKS AND RIGHT OF WAY TUNNEL
 TOLEDO, O.
 SCALE 1" = 40'
 SURVEYED AND PLATTED BY C. H. JUDSON
 2-10-05

ROSTER & JUDSON
 110 N. 1st St. Toledo, Ohio



81B

91-3

Legal Department

The Toledo, Sandusky and Michigan Southern Railway Co.

Book of Claims
0334
of
of
of

Cleveland, O.

May 14th, 1895.

Mr. E. A. Handy,

Chief Engineer,
Cleveland.

In re State of Ohio against the company Suit brought at
Columbus to obtain possession of land occupied by us in River
Tracts four and five, at Canal Lock Six, Toledo:

This case has been settled by the payment to the State of
Three Hundred Dollars, and the costs of suit, and this company has
obtained a decree finding the title of the property described in
the petition to be in the company and quieting its title to the
same as against the state and all claiming under it.

I enclose you a copy of the decree which was entered in
the Common Pleas Court at Columbus, May 13th, 1895, and will form
a part of the record in the case in the Clerk's office of said
court.

A complete description of the land is given in the decree.

I also enclose you a blue-print of the map prepared at the
request of Mr. Potter by Messrs. Judson and Marston, Engineers
residing in Toledo, showing the exact location of this land to
which our title is now made perfect.

Yours very truly,

W. H. [Signature]

Attorney

NOTICE

THE PRECEDING PAGE HAS
INFORMATION NOT
PICKED UP BY SCAN. CONTACT
ARCHIVES DEPARTMENT FOR MISSING
INFORMATION.

Topography
MIL

Lucas Co. Air-Line Di
Franklin Con Res

No 33521

State of Ohio

vs.

The L.S. and M.S. Ry. Co.

Journal Entry.

May 13-1895

Right of Way as Toled
Agueduch - Book 120.6 -

NOTED FOR
MAY 13 1895
PHOTODUPLICATION

702. AM Reg. 59
L.S. & M.S. Ry. Records

C. A. H. K.

COPY.

The State of Ohio,)
Plaintiff,)
)
vs.)
The Lake Shore & Michigan)
Railway Company,)
Defendant.)

Franklin County, Ohio,
Common Pleas Court.
No. 23, 521.

This day came the parties by their attorneys and by leave of the Court the petition is amended by striking out the following words in the description of the real estate therein, namely, "Extending from the east rail of The Toledo, St. Louis and Kansas City Railroad Company's railway" and inserting the following matter, to-wit: "extending from the east line of the one acre lot hereinafter described", and by leave of the Court and consent of parties the answer and reply heretofore filed in this cause are treated as re-filed to the petition as above amended.

Thereupon this day came the plaintiff the State of Ohio, by the Attorney General, and the defendant, The Lake Shore & Michigan Southern Railway Company, by its attorney E.D. Potter, Jr. and thereupon this cause came on for hearing and was heard upon the pleadings and the evidence without the intervention of a jury, the same having been waived.

~~On consideration thereof, the Court finds, on the issue joined, for the defendant.~~

The Court further finds that at the time of bringing this action the said defendant, The Lake Shore & Michigan Southern Railway Company, was in the occupation and possession of all the real property described in the petition as above amended; and that it has the legal title and fee simple estate therein, and is entitled to the possession of the same; that the said plaintiff has no interest or estate in said premises, nor is it entitled to the possession of the same, or any part thereof; and that the defendant ought now to have its title and possession quieted as against the claim and demand of said plaintiff, as prayed for in the answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of The Lake Shore & Michigan Southern Railway Company to all and singular the premises described in the petition, as above amended, to-wit, the following real estate, situate in the City of Toledo, and State of Ohio, and bounded and described as follows:

A strip or parcel of land one hundred and twenty four feet in width, being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east line of the one acre lot hereinafter described northwesterly to the foot of the slope of the westerly bank of the Miami and Erie canal and being part of the following described real estate:

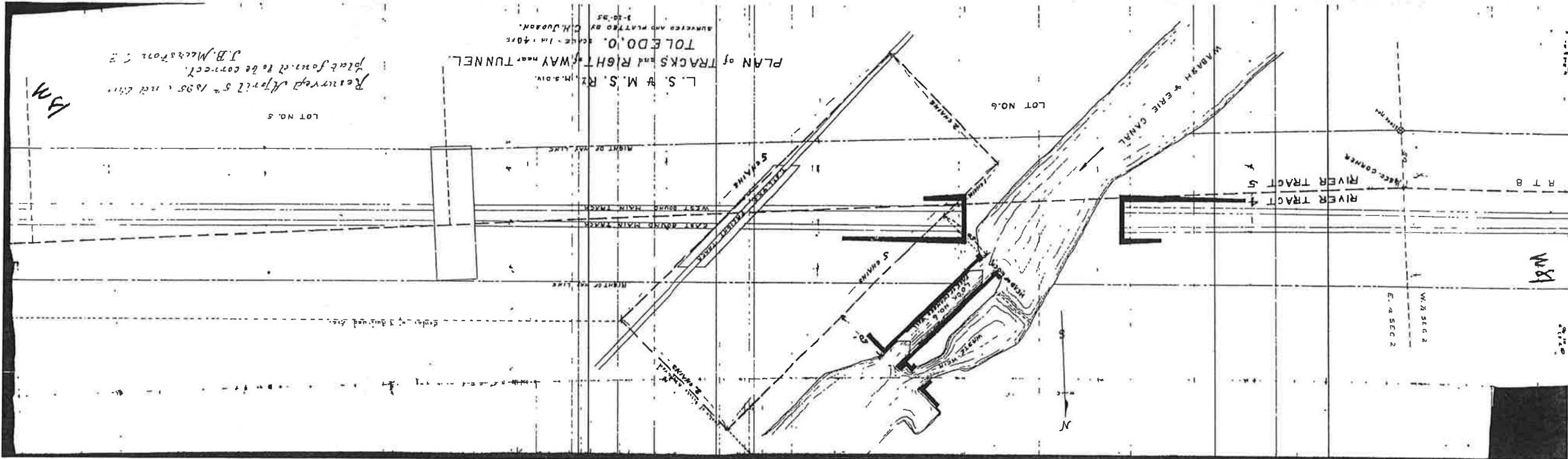
A lot of six of the Wabash and Erie canal, beginning at a point fifty feet at right angles from the southeast face of lock number wall and one chain above the head of the lock; thence north twenty five and three fourths degrees east parallel with said face of wall, five chains; thence south forty four and one fourth de-

Greens east, two chains; thence south forty five and three fourths degrees, west five chains; thence north forty four and one fourth degrees west, two chains to the place of beginning, containing one acre; be and the same are hereby quieted as against the said plaintiff and all persons claiming under it; and said plaintiff is hereby forever enjoined from setting up any claim to said strip or any part thereof adverse to said title and possession of said defendant, its grantees, licensees, successors and assigns thereto. It is ordered that the plaintiff pay the costs in this case taxed at \$

(Decree entered May 13, 1895)

E. D. P. Jr.

W89



PLAN of TRACKS and RIGHT OF WAY near TUNNEL.
 L. S. & M. S. RY. (M.S. DIV.)
 TOLEDO, O.
 SCALE - 1 in = 40 ft.
 SURVEYED AND PLATTED BY C. H. JUDSON.
 1-10-95

Resurveyed April 5th 1895 and this
 plat found to be correct.
 J. B. Meeks Town 5 2

LOT NO. 5

B.M.

W. 8

E. 4

NOTICE

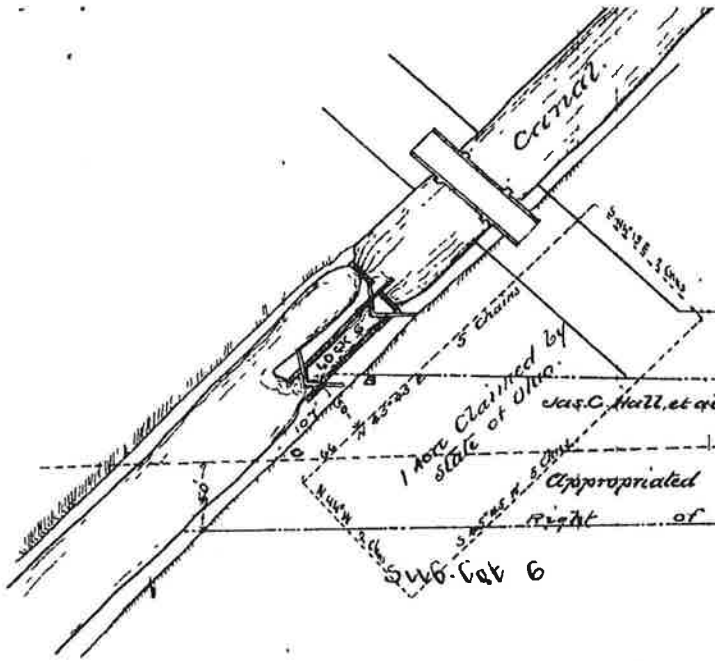
THE PRECEDING PAGE HAS
INFORMATION NOT
PICKED UP BY SCAN. CONTACT
ARCHIVES DEPARTMENT FOR MISSING
INFORMATION.

M. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div. -18-
Lucas Co.

FOR
MULTI RECORDED
INDEXED

Journal Entry In Case
23521

5-18 M



Tract 5

Tract 4

VINTON ST.

OHIO ST.

WHITESEY ST.

Right of Way Line

Jas. C. Hull, et al. to N. I. M. A. Co. - July 10 - 1853 - Vol. 23, P. P. 9 to 11 inclusive.

Line Between Tracts 4 and 5.

L. S. & M. S. Right of Way.

SW 6. Cor 5

Plat Showing Right of Way of L. S. & M. S. Ry.,
and Land Claimed by State of Ohio,
at Canal Lock No. 6.

Toledo, O.

Scale 1" = 100'

Plat made Oct 5 - 1894

Franklin Com. Pleas

No. 23571

The State of Ohio

The 2^d of May, 1887.

Copy of answers

E. D. POTTER, JR.
ATTORNEY-AT-LAW,
2 & 13 DRUMMOND BLOCK,
TOLEDO, O.

N. Y. C. R. R. CO.

Land & Tax Dep't. with No. 81
Air Line Div.
Lucas Co, O.

-6-

RECORDED
INDEXED
FEBRUARY 1904

Answer of L. S. & M. S. Ry. Co.

In Case # 23521 Oct. 1894

In the Court of Common Pleas of Franklin County, Ohio.

The State of Ohio,

No. 23521.

Plaintiff,

vs.

The Lake Shore & Michigan
Southern Railway Company,

Defendant.

Answer.

FIRST DEFENSE.

The Lake Shore & Michigan Southern Railway Company, still protesting and objecting to the right of the said Plaintiff to maintain this action against it, in this jurisdiction, and not intending hereby to waive the same, now comes and for answer to the petition filed herein, admits:

That it, said defendant is a corporation duly incorporated under and by virtue of the laws of the State of Ohio, having its principal office in the city of Cleveland, in said state.

And said defendant avers that it is not a resident of Franklin County, nor has it any agent in Franklin County upon whom upon said defendant in Lucas County, where the land in controversy is situated.

Admits that it is in the possession and use of a part or portion of the premises set forth in said petition, and which part or portion is more particularly described in its defense herein numbered 5.

Said answering defendant denies each, all and singular

the other averments of said petition, not herein specifically admitted or denied.

Second Defense.

Said answering defendant says it is a railway company organized and incorporated under and by virtue of the laws of the State of Ohio, as well as of the several states of New York, Pennsylvania, Michigan, Indiana and Illinois, having for its principal termini Buffalo on the east and Chicago on the west, and as such railroad its main line tracks connect and extend into and through said several states and into and through the City of Toledo and over and upon the lands described in said petition.

That said defendant is extensively engaged in an interstate, as well as local state business in the transportation of United States mails, passengers and freight, both from within and without the said State of Ohio, to points within and without said state, and that all its said traffic, north, south, east and west bound, destined to Toledo or points beyond, either east, west, north or south, pass over and upon its said two main line tracks so situate as aforesaid.

That at said City of Toledo it connects with some fifteen other separate systems of railroad, all engaged in the same traffic and business, and whose cars and traffic, under the laws of said state, it, said defendant, receives and delivers, and is bound to receive and carry, as well as traffic destined or deliverable to said other connecting carriers.

That the lands or premises upon which its said main line tracks are so situated, are absolutely necessary to it in the transaction of its said business and the performance of the obliga-

tions imposed upon ~~it~~^{by} law, and without which said tracks it would be unable to do and transact its business.

That all its terminal property at Toledo, including warehouses, elevators, freight houses, round houses, station grounds, buildings, bridges, docks and other property, in the ~~area~~^{vicinity} of construction and maintenance of which it has expended millions of dollars, have been purchased, acquired, built upon and improved with reference and adapted to the location of its said main line tracks over and upon said property; and that to be ejected from the use of said premises would cause irreparable damage, loss and injury to said plaintiff and its property, and seriously interrupt and interfere with, if not stop its traffic and ability to perform its public service.

And said defendant says that it, together with the Erie & Kalamazoo R.R.Co. and the Northern Indiana R.R.Co., to whose rights and franchises it succeeded, have claimed title to and have been in the exclusive, uninterrupted occupation, use and enjoyment of said premises with its said main line tracks and operated the same thereon, and engaged continuously in said traffic and business for upwards of forty years last past, and has, during all said time paid semi-annually all the taxes and assessments levied and assessed against said property for all purposes whatsoever, and said state ~~has~~^{has} and received from said defendant for and during all said period, the taxes so levied and assessed upon said property and collected from said defendant. That said plaintiff made no claim to said premises until on or about the date of the commencement of this action.

Third Defense.

Said answering defendant further says that the Northern Indiana F.R.Co., to all whose rights, privileges and franchises

the said answering defendant succeeded, having prior thereto established, acquired, appropriated and extended its said main line tracks as the same now exist over, upon and across said premises, in order to connect the same with its main line tracks beyond, did upon the 13th day of January, 1853, make application to the Board of Public Works of the State of Ohio, for permission to construct its said railroad under the canal, just above the upper lock, to-wit; said lock 6, in Toledo, carrying the canal over the said defendant's said railroad by means of a permanent stone abutment, and accompanying such request were plans showing the precise location of said proposed tunnel or aqueduct and the side wings or walls thereto, which side wings or walls were to be and were placed or located upon part of said premises then in the use and occupation of said defendant, and which plaintiff is now seeking to recover.

That upon the 14th day of June, 1853, with full notice and knowledge of all the attending conditions and the effect thereof, an order was made by said Board of Public Works, which is as follows, to-wit:

"WHEREAS, The Northern Indiana Railroad Company has presented to this Board a plan for the erection of a stone structure under the canal at Toledo for the passage of their railroad; and also a plan for a temporary aqueduct of wood to be used during the year 1853, and have asked this Board to approve of the same:

It is hereby ordered that the same be approved with the following limitations:

First. That the minimum width of the canal at the top water line shall not be reduced to less than forty feet, nor the depth of water to less than four feet by the temporary aqueduct; nor

day of July, 1853, the said Northern Indiana Railroad Company, for the consideration of \$903, bought of then then owners thereof, the following described premises, to-wit:

Lying in the City of Toledo, in the county of Lucas and State of Ohio, and being part of river tract 4, in the 12 Mile Square Reserve, etc. commencing at a stone monument standing in the south line of said river tract 4, at the center of Whittlesey Street and from thence running westerly in a direct line to the north westerly line or side of the Wabash and Erie Canal and distant from said tract line, north easterly on the line of said canal 107 feet and from thence south westerly along the north westerly line or side of said canal to said tract line and from thence east along said tract line to the place of beginning*.

The price paid therefor, being the full, fair value in money at that time.

That upon the 23rd day of April, 1853, the Northern Indiana Railroad Company, by condemnation proceedings in the Probate Court of Lucas County, Ohio, acquired the following described premises, to-wit:

That part of subdivision 6 of river tract 5 in the Twelve Mile Square Reserve at the foot of the rapids of the Miami of Lake Erie, described as commencing at a point in the east line of said subdivision number 6, distant from the north line of said tract 5, sixty five feet, and from thence running westerly on a direct line to a point in the west line of said subdivision, 50 feet south of said tract line, being all of said subdivision situate between said north line of said tract, and said line last above described, and embracing about one acre of land, together with about 5 1/4 acres in the north part of subdivision 2 of said river tract 5, for right of way purposes.

W81-6

The award made by the jury in said proceeding was \$ and the same was paid by said railroad company and possession thereafter awarded to it.

That at the date of said purchase and condemnation proceedings, the said plaintiff was not in the use and occupation of said premises, nor had it ever taken possession thereof.

Sixth Defense.

The said State of Ohio, through its Board of Public Works and legally appointed agents, did on the ___ day of 1853, receive and collect from said Northern Indiana Railroad Company, the sum of \$158, for the license or privilege to said railway company of extending its tracks over and across said premises sought to be recovered in this action, and which said use in no way interfered with or damaged the said canal or canal property for any public use whatsoever. That the said sum so paid was the full and fair market value of the said premises at said date. (said answering defendant has reason to believe and so charges the fact to be that a valid, good and sufficient deed for said premises was executed and delivered to said Northern Indiana R.R.Co. at or about said date, but the same has been mislaid or lost and defendant has not yet been able to find the same.)

Said defendant hereto attaches a blue print or map marked exhibit "A", which it makes part hereof and to which reference is premised in question and the conditions as they now are and have been for upwards of forty years last past.

Seventh Defense.

And said answering defendant says that the act of the General Assembly, under which this action is prosecuted in the Court of Common Pleas of Franklin County, is unconstitutional and

void, as being contrary to the provision of section 26, of article 2, of the constitution of the State of Ohio, wherein it is provided: "All laws of a general nature shall have a uniform operation throughout the state".

Right Defense.

~~And said defendant~~ ^{where} that said act of the General Assembly which authorizes this action to be brought in Franklin County, is unconstitutional and void, and for the reason that the same is in conflict with section 5, article 1, of the constitution of the State of Ohio, which provides: "The right to trial by jury shall be inviolate".

Said defendant says it has the right under the constitution to have said case submitted to a jury selected from the territory of Lucas County, where said property is situate and where where service of summons cannot be made upon it, under the statutes of the state.

And said defendant now having answered fully in the premises, asks that said petition be dismissed and that it recover its costs herein. Said defendant also asks by way of cross petition that its title to the said premises and the use and enjoyment thereof may be forever quieted in it, its accessories and assigns.

Relief in the premises as is just and equitable.

Attorney for Defendant.

486 9

STATE OF OHIO, LUCAS COUNTY, ss.

E.D. Potter, Jr., being duly sworn, says that he is attorney for the defendant in the above action; that said defendant is a corporation and for that reason affiant makes this affidavit.

Affiant says the facts stated in the foregoing answer are true as he believes.

William C. ...

John ...

John ...

John ...

Subscribed and sworn to before me and signed in my presence this

OCT 10 1894
NOTARY PUBLIC
LUCAS COUNTY, OHIO

Notary Public, Lucas County, Ohio.

1181-6 111-8-10

N. Y. C. R. R. Co.
Land & Tax Dep't. with, 81 -7-
Air Line Div.
Lucas Co.

RECORDED
INDEXED
MAR 11 1895
PHOTODUPLICATION

Decision of State of Ohio
Demurrer to Answer in
Case # 23521
Mar. 1895

The State of Ohio,

vs

The Lake Shore and Michigan Southern
Railway Company.

This action was brought by the State to recover from the defendant the possession of a fraction of an acre of ground, situated in Toledo, Ohio, which has been used by the defendant as its terminal property, and on which are located its warehouses, elevators, freight houses, round houses, station buildings, bridges, docks and other property, costing ~~some~~ several million dollars.

There are eight defenses in the answer.

The Plaintiff has demurred to all but two.

The defendant is the successor of the Northern Indiana Railroad Company and it succeeds to whatever rights that Company had in the land whose recovery is here sought.

One defense is that the defendant has been in actual, continuous, and adverse possession of the land, under a claim of title, for over forty years. It is a plea of the Statute of Limitations.

There is no merit in this defense.

There is no better settled rule than this, that the bar of the statute of limitations cannot defeat a claim in favor of the State, unless the State is introduced merely as a formal party, and the real remedy sought in its name is but the enforcement of a private right.

in the contention.

Another element of estoppel, is either ^{fraud} ~~fraud~~ or its equivalent, in ~~any~~ culpable negligence. If it was negligence, it must have been the proximate cause of the loss, and the neglect must have been of some duty which was owing to the party misled, or to the public.

Leather Mfrs. Bank vs Morgan, 117 U. S., 108;

Hunaboro vs Bissell, 18 Wall., 271;

Lehigh Co. vs Bonford, 150 U. S., 665.

Brown vs Ins. Co., 42 Md., 385.

This defense does not disclose that the Board of Public Works was guilty of any deception or fraud which led the Northern Indiana R. Co. to occupy this land and improve it. It owed no duty to either Railroad Company.

By those Courts which have expressed the doctrine that estoppel may be invoked against a government, it is conceded that it cannot be done when it is that species of estoppel which exists where one party makes an untruthful assertion that misleads a neighbor to his prejudice. They hold that it can only be done when one is precluded from taking inconsistent positions; as, "whereby having taken one by which he was benefited at the expense of another, he is not permitted to repudiate that and take another inconsistent position, to the prejudice of that other".

False representation or a misleading statement is not an ingredient of that sort of estoppel.

This is the extreme point to which those Courts have gone

in holding governments bound by estoppel. Making an application

had no more legal existence than had the power to authorize the Company to do the same thing on the berme bank of the canal.

This land bought for hydraulic purpose had no closer relation to the canal than had the berme bank:

As was said in that case, it is a question of power, and the Board did not possess the power.

Not having the power, express or implied apparent, no act of the Board can estop the State from asserting its legal title to the land.

It was argued that the right of the Company to lay its tracks on the State's ground was impliedly, or perhaps necessarily, granted by the charter authorizing the Company to build a road from Toledo to another point between which this land was situated, an Indiana case (Indiana ~~State~~ Central Railway Co. vs State of Indiana, 3 Ind., 622) having been appealed to to sustain it.

This was relied upon by the defeated party in the case reported in 37 Ohio State, where the Supreme Court questioned its soundness. When the Northern Indiana Railway Company was granted a charter to locate and build a road between Toledo and any other place, the charter only fixed the termini of the road. It did not attempt to define the location of the road. That could not be done till the Company surveyed and staked the route, and purchased or appropriated, in the exercise of the power of eminent domain, the ground. Till that was done its right did not vest; it did not attach to any particular or definite land. If the State had owned all of the lands between the termini, so that the road could not be located except by going over it, there might be some plausibility

that a state is never estopped by the acts of its public agent which are done under such an apparent authority, which is not real.

Bishop's Contracts, Secs. 510, 508 (Revised Edition.)

One of the essential elements of an estoppel is that the agent of the party against whom it is invoked must have acted at least within the "apparent authority contained in, and conferred by, the terms of his commission, or the nature of his official functions, or his employment."

The Board of Public Works had no authority to pass or transfer the title of the land in question; it was outside of the apparent scope of their authority.

In State, &c., vs Railway Co., 37 O. S., 157, the Board was denied the right to grant to a Railroad Company the right to lay its tracks, and maintain and operate a railroad along the berme bank of a canal.

The contention of the Company was that such power followed as a logical corollary of the power of the Board to authorize railroads to cross the canal.

The gore of ground in question was purchased for a hydraulic mill site in obedience to a statute (Act of February 7th, 1836 (24 O.L., 50)), to be used in connection with the canal. The Canal Commissioners were not empowered to sell it. (See second section of same act.) The title in fee was vested in the State, as another statute ordained. Act of February 1825 (25 Ohio Laws, 50).

The power of the Board of Public Works to authorize the Northern Indiana Railway Company to lay its tracks and operate its road on this ground, by the plainest analogy from this decided case,

manifest wisdom and justice in binding the State by their authorized acts; but there would be neither in stopping the State by their unauthorized acts and declarations.

The powers of the Board of Public Works and of the Canal Commissioners were limited. Their only implied powers were such as were essential to the due and sufficient exercise of the powers which were expressly granted.

Mygatt vs Washburn, 15 N. Y., 316.

Helten vs County Commissioners, 55 Ind., 194.

Public officers cannot bind the government they represent by acts beyond and in direct opposition to their express authority but which are within the scope of their implied authority; because they do not possess, and cannot exercise, the last named powers, called apparent powers. In this respect, they are unlike the agents of individuals.

Some courts have even resolved that the state is not bound by the contract of a public agent which was not specifically authorized, although it related to a subject within the general scope of his powers.

One who deals with such an agent must, at his peril, ascertain the nature and extent of his powers.

Parsel vs Barnes, 25 Ark., 261;

25 Ark., 272;

Merchant's Bank vs Bergen Co., 113 U. S., 304;

Spitzer vs Blanchard, 52 Mich., 234.

Again, it is said by an author whose opinion is equal to some, and superior to many, judicial opinions, in weight of reason,

in all the Company did at so much expense.

The defense under consideration uses the "slippery" term "acquiesced". Acquiescence which occurs while the transaction is in progress is only estoppel.

De Bussche vs Alt, 8 Ch. D., 514.

It is a quasi estoppel.

2 Pomerooy's Eq., Sec. 917.

To constitute a defense it must have all of the essential elements of an estoppel. Acquiescence which does not come up to this measure cannot deprive a person of his legal rights.

Russell vs. Watts, 25 Ch. D., 585-6;

Menéndez vs Holt, 128 U. S., 524;

Lamotte vs Wisner, 51 Md., 561.

This whole defense is one of equitable estoppel. Is such a defense available against the State?

Unless laches is a form of estoppel, a proposition which might be maintained with some show of reason, this question has not been decided by our Supreme Court.

There is equally as strong ~~strong~~ reason, however, for the ~~conclusion~~ ^{fact} that the State's rights should not be defeated by estoppel as there is for concluding that the statute of limitations does not foreclose its rights.

The general rule is that a sovereign's claims cannot be defeated by estoppel.

Johnson vs U. S., 5 Mason, 425;

Garr vs U. S., 98 U. S., 433.

Unlike an individual, the State can only act by its agents or officers. There would be

W 81-7-2

U. S. Insley, 130 U. S., 263;

Curtner vs U. S., 149 U. S., 662;

U. S. vs Des Moines, 142 U. S., 510;

U. S. vs Beebe, 127 U. S., 336.

In *Beoley, vs Thomas*, 31 O. S., 308, Judge Gilmore ex-

pressed the rule in this language:-

"The doctrine is well settled, in the absence of a statute to the contrary, that no laches is to be imputed to the government, and against it no time runs so as to bar its rights."

The tract of land in controversy adjoins the canal in Toledo. The tracks of the defendant intersect the canal at the point where the land and the canal adjoin each other.

In obedience to a statute which conferred the authority, the Board of Public Works, in 1853, authorized the Northern Indiana Railroad Company, the predecessor of the defendant, to construct a tunnel under the canal at this point for the passage of its trains to and from either side of it.

At that time, the tracks and other structures of the last named Company were located on the land in question, and the Board had full knowledge and notice of that fact. The map which was then submitted to the Board, showing where the tunnel was to be located, exhibited the land sought to be recovered, and it was on this map that the Company made its proposal as to the tunnel, and on which the Board accepted it. The Board made no objection to that Company placing and constructing its tracks and other structures on the disputed ground, but they permitted it to go on, with full knowledge of the conditions, objects, and purposes, and acquiesced

Cornwall
and
P.O. Center

2532

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
-9-
Air Line Div,
Lucas Co.

NO. 1000
RECORDED
INDEXED
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Plat showing R. of W.
L.S. & M.S. Ry. & Land Claimed
by The State of Ohio at
Canal Lock # 3

of the rule to this case, it cannot be aid the defendant. Its third defense does not affirm that the State or its agent, the Board, adopted a position which was beneficial to it and expensive to the Northern Indiana Railroad Company. How was the State benefited by the construction of ~~the~~ its tracks, &c., on this ground?

It cannot be said that the benefit will consist of the improvements, because the State will not necessarily require them, if it prevails in this action.

But there is another, and a controlling, reason, why the third defense is not invulnerable to the demurrer.

Where the doctrine of estoppel is invoked concerning the title to land, the party misled must not only appear to have been ignorant of the true state of the title, but also without the means of acquiring knowledge.

Brant vs Va. Coal Co.;, 93 U. S., 336.

The third defense does not make it appear that the Northern Indiana Railroad Company was thus ignorant and thus without the means of knowledge as to the title.

Both sides of this question were intelligently discussed in Lake Superior Ship Canal, Ry. & Iron Co., vs Cunningham, 84 Fed. Rep., 819, by Judges *Jackson*, Brown and Severens, the first two deciding that estoppel could not be invoked against a Government, and the latter dissenting.

In the deed by which this acre of ground was conveyed to the State, its use was restricted to a hydraulic site.

Another defense, ~~by~~ taking this as a basis, affirms that the State never in fact took possession of it for the purpose of a hydraulic site; that it cannot be used for that purpose, or for any ^{public} ~~further~~ use in connection with the canal; that it is only valuable for the railroad company, and for the general public as it is now used in the discharge of its public duties by the Company. The conclusion from this one fact and these assumptions, is that the claim of the State is stale.

This is a unique defense against the alleged disseizin of the State of this land.

The defendant has no shadow of right to insist on a forfeiture of the land, because the State has not used it for the purpose restricted by the deed. That is a purely personal right in the ~~grantor~~ grantor of the State.

As to the defense of staleness or laches, that is denied by the decision in 31 O. S., already cited.

Another defense, bisected into two defenses in form, is that the statute which authorized the Attorney General to institute the action in this county, instead of in Lucas County, is unconstitutional. That question was decided on the defendants' motion to quash the service of summons.

There is no reason for changing the conclusion.

The defendant has no vested right to be sued and to have this action tried in Lucas County ^{where} ~~where~~ the land is situated.

It is ~~matter~~ matter which it is competent for the Legislature to regulate by statute.

WR-7-8 It is not obnoxious to the organic law which requires all

Laws of a general nature to have a uniform operation; because it does ~~not~~ operate uniformly upon all railroad corporations, which are in possession of the lands mentioned in this act, and which the State seeks to recover. The act is no more unconstitutional on this ground than is the statute which authorizes service of summons on railroad corporations in a manner different from that by which individuals may be served.

Nor does the act deny to the defendant ~~the~~ right to trial by jury. There is not even a semblance of constitutional right in any person to have the trial of an ejectment case before a jury of the county in which the land is located.

It is not profitable to dwell on either of these defenses.

The demurrer of the State to all of these defenses will be sustained.

The motion against the fifth defense is also sustained.

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div.
Lucas Co

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RECORDED FOR
BANK VAULT RECORD
PHOTOSTATED

Decision of State of Ohio
Demurrer to Answer in
Case # 23521 Mar. 1895

The State of Ohio,
 vs
 The Lake Shore and Michigan
 Southern Railway Company.

This action is brought by the State to recover from the defendant the possession of a fractional ~~an~~ acre of ground, situated in the City of Toledo, Ohio, which has been used by the defendant as its terminal property, and on which are located its warehouses, elevators, freight houses, round houses, station buildings, bridges docks and other property costing several million dollars.

There are eight defenses in the Answer.

The plaintiff has demurred to all but two.

The defendant is the successor of the Northern Indiana Railroad Company and it succeeds to whatever rights that Company had in the land whose recovery is here sought.

One defense is that the defendant has been in actual possession continuous, and adverse possession of the land, under a claim of title, for over forty years. It is a plea of the Statute of Limitations.

There is no merit in this defense.

There is no better settled rule than this, that the bar of the statute of limitations cannot defeat a claim in favor of the State, unless the State in introduced merely as a formal party, and the real remedy sought in its name is but the enforcement of a private right.

Booth vs. U.S., 11 G. & J 373;

U.S. Insley, 130 U.S., 263;

4 Gyrther vs. U.S., 149 U.S., 662;

U.S. vs. Des Moines, 142 U.S., 510

U.S. vs. Beebe, 127 U.S., 338.

In Seeley vs. Thomas, 31 O.S. 308, Judge Gilmore expressed the rule in this language:-

"The doctrine is well settled, in the absence of a statute to the contrary that no laches is to be imputed to the government, and against it no time runs so as to bar its rights."

The tract of land in controversy adjoins the canal in Toledo. The tracks of the defendant intersect the canal at the point where the land and the canal adjoin each other.

In obedience to a statute which conferred the authority, the Railroad company, the predecessor of the defendant, to construct a tunnel under the canal at this point for the passage of its trains to and from either side of it.

At that time, the tracks and other structures of the last named Company were located on the land in question, and the Board had full knowledge and notice of that fact. The map which was then submitted to the Board, showing where the tunnel was to be located, exhibited the land sought to be recovered, and it was on this map that the Company made its proposal as to the tunnel, and on which the Board accepted it. The Board made no objection to that Company placing and constructing its tracks and other structures on the disputed ground, but they permitted it to go on "with full knowledge of the conditions, objects, and purposes", and acquiesced in all the Company did at so much expense.

Capt

Canal Land Case
at Toledo.

Decision on Damages,
March, 1895.

The defense under consideration uses the "slippery" term "Acquiesced". Acquiescence which occurs while the transaction is in progress is only estoppel.

De Bussdne vs Alt, 8 Oh. D. 314.

It is a quasi estoppel.

2 Pomeroy's Eq., Sec. 917.

To constitute a defense it must have all the essential elements of an estoppel. Acquiescence which does not come up to this measure can not deprive a person of his legal rights.

Russell vs. Watts, 25 Oh. D., 585-6;

Menendez vs. Holt, 128 U.S., 524.

Lamotte vs. Wisner, 51 Md., 561.

This whole defense is one of equitable estoppel. Is such a defense available against the State?

Unless laches is a form of estoppel, a proposition which might be maintained with some show of reason, this question has not been decided by our Supreme Court.

There is equally as strong reason, however, for the contention that the State's rights should not be defeated by estoppel as there is for concluding that the statute of limitations does not foreclose its rights.

The general rule is that a sovereign's claims cannot be defeated by estoppel.

Johnson vs. U.S. 5 Mason, 425;

~~11 S. 2~~ ~~83 U.S. 433.~~

Unlike an individual, the State can only act by its agents or officers. There would be manifest wisdom and justice in binding the State by their authorized acts; but there would be neither in stopping the State by their unauthorized acts and declarations.

The powers of the Board of Public Works and of the Canal Commissioners were limited. Their only implied powers were such as were essential to the due and sufficient exercise of the powers which were expressly granted.

Mygatt vs Washburn, 15 N.Y., 316.

Holton vs County Commissioners, 55 Ind. 194.

Public officers can not bind the government they represent by acts beyond and in direct opposition to their express authority but which are within the scope of their implied authority; because they do not possess, and can not exercise, the last named powers, called apparent powers. In this regard respect they are unlike the agents of individuals.

~~Some courts have even resolved that the state is not bound by the contract of a public agent which was not specifically authorized, although it related to a subject within the general scope of his powers.~~

One who deals with such an agent must, at his peril, ascertain the nature and extent of his powers.

Parsel vs Barnes, 25 Ark., 261;

25 Ark., 272;

Merchant's Bank vs Berghem Co., 115 U. S., 384;

Spitzer vs Blanchardm 82 Mich., 234.

Again, it is said by an author whose opinion is equal to some, and superior to many, judicial opinions, in weight of reason, that a state is never estopped by the acts of its public agent which are done under an apparent authority, which is not real.

Bishop's Contracts, Secs. 310, 393, (Revised Edition.)

W 81-2

2

One of the essential elements of an estoppel is that the agent of the party against whom it is invoked must have acted at least within the "apparent authority contained in, and conferred by, the terms of his commission, or the nature of his official functions, or his employment."

The Board of Public Works had no authority to pass or transfer the title of the land in question; it was outside of the apparent scope of their authority.

In State, &c., vs. Railway Co., 37 O.S., 157, the Board was denied the right to grant to a Railroad Company the right to lay its tracks, and maintain and operate a railroad along the berme bank of a canal.

The contention of the company was that such power followed as a logical corollary of the power of the Board to authorize railroads to cross the canals.

The acre of ground in question was purchased for a hydraulic site in obedience to a Statute (Act of February 7th, 1826(24 O.L. 58), to be used in connection with the canal. The Canal Commissioners were not empowered to sell it. (See second section of same act.) The title in fee was vested in the State, ~~an~~ another statute ordained. Act of February 1825 (23 Ohio Laws, 50).

The power of the Board of Public Works to authorize the Northern Indiana Railway Company to lay its tracks ~~had~~ operate its road on this ground, by the plainest analogy from this decided case had no legal existence ~~than had the power to authorize the~~ ~~to the same thing on the berme bank of the canal.~~

This land bought for hydraulic purpose had no closer relation to the canal than had the berme bank:

As was said in that case, it is a question of power, and the Board did possess the power.

Not having the power, express or apparent, no act of the Board can estop the State from asserting its legal title to the land.

It was argued that the right of the company to lay its tracks on the State's ground was impliedly or perhaps necessarily granted by the charter authorizing the Company to build a road from Toledo to another point between which this land was situated, an Indiana case (Indiana Central Railway Co. vs. State of Indiana, 3 Ind. 421) having been appealed to to sustain it.

This was relied upon by the defeated party in the case reported in 37 Ohio State, where the Supreme Court questioned its soundness. When the Northern Indiana Railway Company was granted

~~any other~~ place, the charter only fixed the terminus of the road. It did not attempt to define the location of the road. That could not be done until the company surveyed and staked the route, and purchased or appropriated, in the exercise of the power of eminent domain, the ground. Till that was done its right did not vest; it did not attach to any particular or definite land. If the State had owned all of the lands between the termini, so that the road could not be located except by going over it, there might be some plausibility in the contention.

Another element of estoppel, is either fraud or its equivalent in culpable negligence. If it was negligence, it must have been the proximate cause of the loss, and the neglect must have been of some duty which was owing to the party misled, or to the public.

Leather Mfrs. Bank vs. Morgan, 117 U.S., 108;
Hunshoro vs Bissell, 18 Wall, 271;
Lehigh Co. vs Bonford, 150 U.S., 665.
Brown vs Ins. Co., 42 Md., 385.

This defense does not disclose that the Board of Public Works was guilty of any deception or fraud which led the Northern Indiana R.Co. to occupy this land and improve it. It owed no duty to either railroad company.

By those Courts which have expressed the doctrine that estoppel may be invoked against a government, it is conceded that it cannot be done when it is that species of estoppel which exists where one party makes an untruthful assertion that misleads another to his prejudice. They hold that it can only be done when one is precluded from taking inconsistent positions; as, "where having taken one by which he was benefited at the expense of another, he is not permitted to repudiate that and take another inconsistent position, to the prejudice of that other."

A false representation or a misleading statement is not an ingredient of that sort of estoppel.

This is the extreme point to which those Courts have gone in holding governments bound by estoppel. Making an application of the rule to this case, it cannot aid the defendant. Its third defense does not affirm that the State or its agent, the Board, adopted a position which was beneficial to it and expensive to the northern Indiana Railroad Company. How was the State benefitted by the construction of its canal, or, on this ground?

It cannot be said that the benefit will consist of the improvements, because the State will not necessarily acquire them, if it prevails in this action.

But there is another, and a controlling, reason, why the third defense is not invulnerable to the demurrer.

Where the doctrine of estoppel is invoked concerning the title to land, the party misled must not only appear to have been ignorant of the true state of the title, but also without the means of acquiring knowledge.

Brant vs Va. Coal Co., 93 U.S., 336/

The third defense does not make it appear that the Northern Indiana Railroad Company was thus ignorant and thus without the means of knowledge as to the title.

Both sides of this question were intelligently discussed in Lake Superior Ship Canal, Ry. & Iron Co., vs Cunningham, 44 Fed.

~~By Judge Jackson, Brown and Severens, the first two~~ deciding that estoppel could not be invoked against a government, and the latter dissenting.

In the deed by which this acre of ground was conveyed to the State, its use was restricted to a hydraulic site.

Another defense, taking this as a basis, affirms that the State never in fact took possession of it for the purpose of a hydraulic site; that it can not be used for that purpose, or for any public use in connection with the canal; that it is only valuable for the railroad company, and for the general public as it is now used in the discharge of its public duties by the Company. The conclusion from this one fact and these assumptions, is that the claim of the State is a tale.

W 81-8

This is a unique defense against the alleged disseizin of the State of this land.

The defendant has no shadow of right to insist on a forfeiture of the land, because the State has not used it for the purpose restricted by the deed. That is a purely personal right in the grantor of the State.

As to the defense of staleness or laches, that is denied by the decision in 31 O.S., already cited.

~~As to the defense of staleness, directed into two defenses in form, is that the statute which authorized the Attorney General to institute the action in this county, instead of Lucas County, is unconstitutional. That question was decided on the defendant's motion to quash the service of summons.~~

There is no reason for changing the conclusion.

The defendant has no vested right to be sued and to have this action tried in Lucas County where the land is situated. It is a matter which it is competent for the Legislature to regulate by statute.

It is not obnoxious to the organic law which requires all laws of a general nature to have a uniform operation; because it does operate uniformly upon all railroad corporations, which are in possession of the land mentioned in this act, and which the State seeks to recover. The act is no more unconstitutional on this ground than is the statute which authorized service of summons on railroad corporations in a manner different from that by which individuals may be served.

~~It does not deny to the defendant the right to trial by jury. There is not even a semblance of constitutional right in any person to have the trial of an ejectment case before a jury of the county in which the land is located.~~

It is not profitable to dwell on either of these defenses. The demurrer of the State to all of these defenses will be sustained.

The motion against the fifth defense is also sustained.

W 81-10-2

No. 23521

The State of Ohio

Plaintiff

vs

The T & M. S. R. R. Co.

Defendant

Verified Copy of Petition

Filed

Apr 9, 1890.

Thos. M. Beck, Clerk.

By M. M. Munnery, Deputy.

W. H. H. Watson.

Atty. for Pff.

Court of Common Pleas, Franklin County, Ohio.

The State of Ohio-----Plaintiff.

--vs--

The Lake Shore and Michigan Southern Railway Co.,-----Defendant.

Petition.

Plaintiff says that the Defendant is a corporation duly incorporated under the laws of the State of Ohio, with its principal office in the City of Cleveland in said State.

Plaintiff further says that it has a legal estate in and is entitled to the possession of the following real estate situate in the County of Lucas, City of Toledo and State of Ohio and bounded and described as follows to wit;

A strip or parcel of land one hundred and twenty-four feet in width being sixty-two feet in width on each side of the center line of the tracks of The Lake Shore and Michigan Southern Railway Company's Railroad extending from the east rail of the Toledo St. Louis and Kansas City Railway Company's Railroad northwesterly to the foot of the slope of the westerly bank of the Miami and Erie canal and being a part of the following described real estate.

A lot at lock No. 6. of the Wabsh. and Erie Canal beginning at a point fifty feet at right angles from the south east face of the lock chamber wall and one chain above the head of the lock; thence north 45 3-4 east parallel with said face wall, five chains; thence 44 1-4 east two chains; thence south 45 3-4 west five chains; thence north 44 1-4 west two chains to the place of beginning containing one acre.

The plaintiff further says that the defendant unlawfully keeps it out of the possession of said premises.

Wherefore plaintiff asks judgement for the possession of said real estate.

David K. Watson, Atty. Gen'l.

1905
1981-40-1

NOTICE

THE PRECEDING PAGE HAS
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ARCHIVES DEPARTMENT FOR MISSING
INFORMATION.

MI

copy

Lucas Co. Air-Line Division
Franklin Co. Files

No. 23521

State of Ohio

vs.

The S.S. and M.S. Ry. Co.

Journal Entry.

May 13-1895.

Right of Way at Toledo
Ageduch - back 72.6 -

MADE FOR
BY THE
PHOTODUPLICATION
SERVICE

702.44 Reg. 59
L.S.T.M. & Ry. Records

C.A.H.K.

COPY.

The State of Ohio,)
Plaintiff,)
vs.)
The Lake Shore & Michigan)
Railway Company,)
Defendant.)

Franklin County, Ohio,
Common Pleas Court.
No. 23, 521.

This day came the parties by their attorneys and by leave of the Court the petition is amended by striking out the following words in the description of the real estate therein, namely, "Extending from the east rail of The Toledo, St. Louis and Kansas City Railroad Company's railway" and inserting the following matter, to-wit: "extending from the east line of the one acre lot hereinafter described", and by leave of the Court and consent of parties the answer and reply heretofore filed in this cause are created as re-filed to the petition as above amended.

Thereupon this day came the plaintiff the State of Ohio, by the Attorney General, and the defendant, The Lake Shore & Michigan Southern Railway Company, by its attorney E.D. Potter, Jr. and thereupon this cause came on for hearing and was heard upon the pleadings and the evidence without the intervention of a jury, the same having been waived.

On consideration thereof, the Court finds, on the issue joined, for the defendant.

The Court further finds that at the time of bringing this action the said defendant, The Lake Shore & Michigan Southern Railway Company, was in the occupation and possession of all the real property described in the petition as above amended; and that it has the legal title and fee simple estate therein, and is entitled to the possession of the same; that the said plaintiff has no interest or estate in said premises, nor is it entitled to the possession of the same, or any part thereof; and that the defendant ought now to have its title and possession quieted as against the claim and demand of said plaintiff, as prayed for in the answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of The Lake Shore & Michigan Southern Railway Company to all and singular the premises described in the petition, as above amended, to-wit, the following real estate situated in the City of Toledo, and State of Ohio, and bounded and described as follows:

A strip or parcel of land one hundred and twenty four feet in width, being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east line of the one acre lot hereinafter described northwesterly to the foot of the slope of the westerly bank of the Miami and Erie canal and being part of the following described real estate:

A lot of lock six of the Wabash and Erie canal, beginning at a point thirty feet at right angles from the southeast face of lock chamber wall and one chain above the head of the lock; thence north forty five and three fourths degrees east parallel with said face of wall, five chains; thence south forty four and one fourth de-

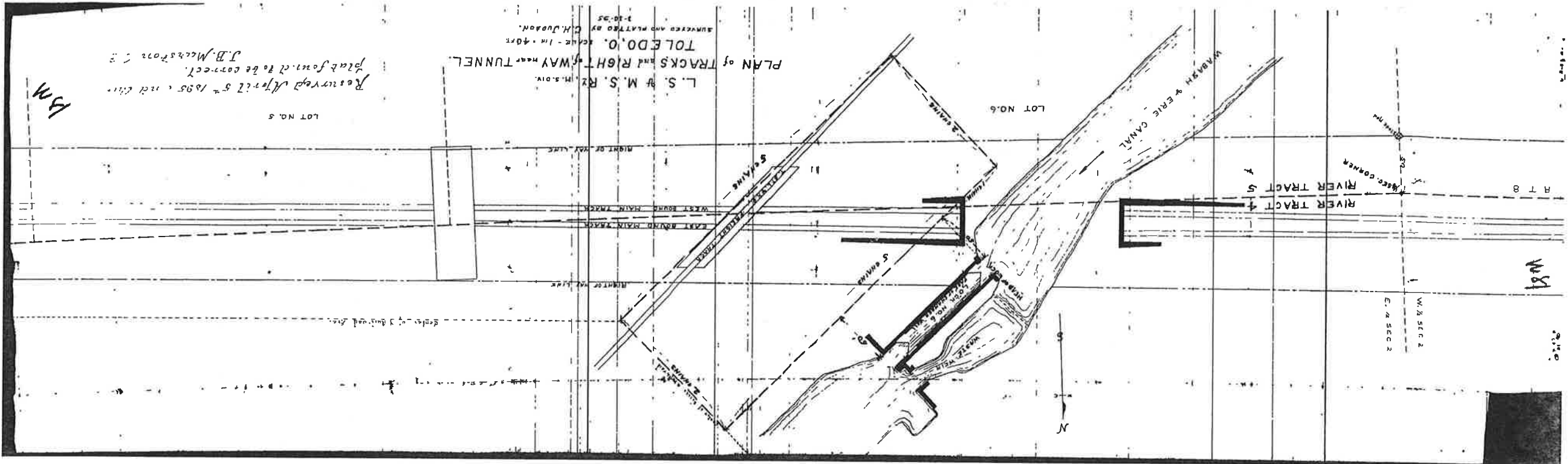
degrees east, two chains; thence south forty five and three fourths degrees, west five chains; thence north forty four and one fourth degrees west, two chains to the place of beginning, containing one acre; be and the same are hereby quieted as against the said plaintiff and all persons claiming under it; and said plaintiff is hereby forever enjoined from setting up any claim to said strip or any part thereof adverse to said title and possession of said defendant, its grantees, licensees, successors and assigns thereto.

It is ordered that the plaintiff pay the costs in this case taxed at \$

(Decree entered May 13, 1895)

E. D. P. Jr.

W89



PLAN of TRACKS and RIGHT OF WAY near TUNNEL.
L. S. & M. S. R.R.
TOLEDO, O.
SCALE - 1 in. = 40 FT.
SURVEYED AND PLATTED BY C. H. JUDSON.
1-30-25

Resurveyed April 25th 1895 and this
plan found to be correct.
J. B. McKeister
J. B. McKeister

1895

1895

2150

NOTICE

THE PRECEDING PAGE HAS
INFORMATION NOT
PICKED UP BY SCAN. CONTACT
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INFORMATION.

Company paid 1300.00 + costs of suit. same case settled as per following decree. *Shops* Plat attached was prepared at request of E. D. Potter, Jr., Atty. at Law, by Judgment & Master, *Shops* Franklin County, Ohio.

The State of Ohio,)
Plaintiff,)
vs.)
The Lake Shore and Michigan)
Southern Railway Company,)
Defendant.)
Common Pleas Court.
No. 25,581.

This day came the parties by their attorneys and by leave of the Court the petition is amended by striking out the following words in the description of the real estate therein, namely, "Extending from the east rail of The Toledo, St Louis and Kansas City Railroad Company's Railway" and inserting the following matter, to-wit: "extending from the east line of the one acre lot herein-after described", and by leave of the Court and consent of parties the answer and reply heretofore filed in this cause are treated as refilled to the petition as above amended.

Thereupon this day came the plaintiff the State of Ohio, by the Attorney General, and the defendant, The Lake Shore and Michigan Southern Railway Company, by its attorney E.D.Potter, Jr. and there upon this cause came on for hearing and was heard upon the pleadings and the evidence without the intervention of a jury, the same having been waived.

On consideration whereof, the Court finds, on the issue joined, for the defendant.

The Court further finds that at the time of bringing this action the said defendant, The Lake Shore & Michigan Southern Railway Company, was in the occupation and possession of all the real property described in the petition as above amended; and that it has the legal title and fee simple estate therein, and is entitled to the possession of the same; that the said plaintiff has no interest or estate in said premises, nor is it entitled to the possession of the same, or any part thereof; and that the defendant ought now to have its title and possession quieted as against the claim and demand of said plaintiff, as prayed for in the answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of The Lake Shore & Michigan Southern ~~Company~~ Railway to all and singular the premises described in the petition, as above amended, to-wit, the following real estate situate in the County of Lucas, City of Toledo, and State of Ohio, and bounded and described as follows:

A strip or parcel of land one hundred and twenty four feet in width, being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east line of the one acre lot hereinafter described northerly to the foot of the slope of the westerly bank of the Miami and Erie ~~Canal~~ Canal and being part of the following described real estate:

A lot at lock six of the Wabash and Erie canal, beginning at a point fifty feet at right angles from the southeast face of lock chamber wall and one chain above the head of the lock; thence north

forty five and threes fourths degrees east parallel with said face of wall, five chains; thence south forty four and one fourth degrees east, two chains; thence south forty five and three fourths degrees, west five chains; thence north forty four and one fourth degrees west, two chains to the place of beginning, containing one acre; be and the same are hereby quieted as against the said plaintiff ~~and~~ all persons claiming under it; and said plaintiff is hereby forever enjoined from setting up any claim to said strip or any part thereof adverse to said title and possession of said defendant, its grantees, licensees, successors and assigns thereto.

It is ordered that the plaintiff pay the costs in this case taxed at \$

(Decree entered May 13, 1896)

E.D.P.Jr.

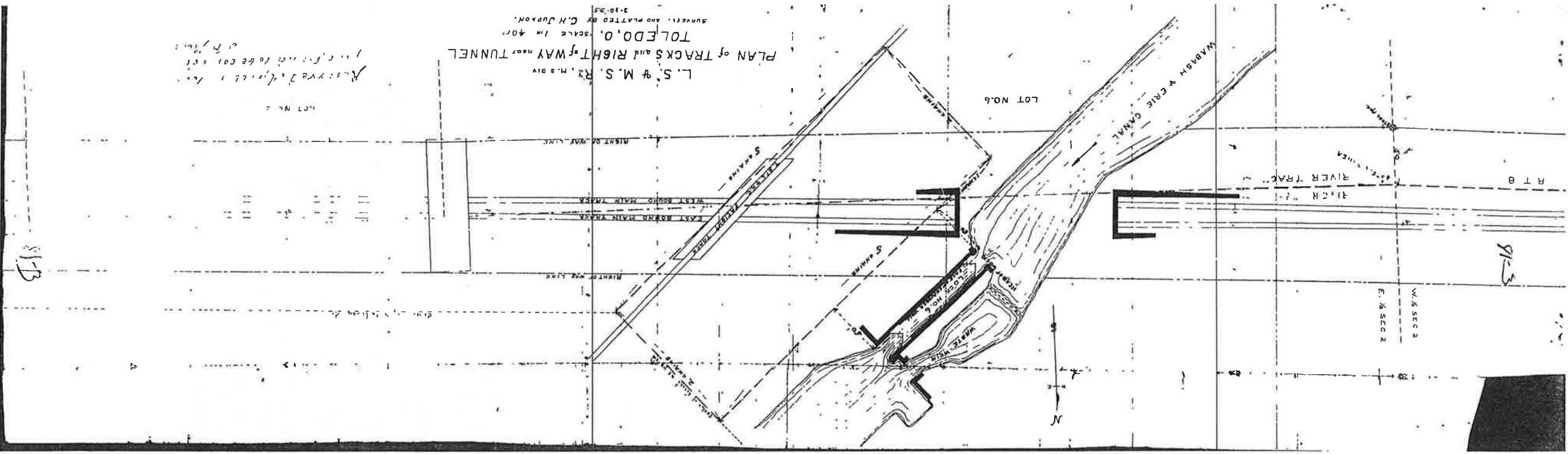
81-2

RESERVED TO BE COLLECTED
BY THE STATE OF OHIO
LOT NO. 2

L.S. & M.S. R.R. 11.5 DIV.
PLAN OF TRACKS and RIGHT OF WAY near TUNNEL
TOLEDO, O. SCALE 1" = 40'
SURVEYED AND PLATTED BY C.H. JUDSON,
3-10-05

81-3

91-3



W. & C. SEC. 2
E. & S. SEC. 2

COPY

RE 46
Rev. AUG. 2007

TITLE REPORT

C/R/S	LUC 25-7.92
PARCEL	1
PID	85266
SJN	

INSTRUCTION:

- (1) R.C. 163.01 (C) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgement creditors, etc.
- (2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (II)(J) of its Real Estate Procedures Manual.

(1) **FEE OR OTHER PRIMARY OWNERS**

Name & Address	Marital Status (Spouse's Name)	Interest
Northern Indiana Railroad Company	N/A	Full Fee

Contact Information:

CSX
500 Water Street #15th
Jacksonville, FL 32202-4423
(904) 359-3200

Please refer to section #4 of the title report for further discussion regarding the history of the Railroad

For information regarding the canal lands-Ohio Department of Natural Resources Division of Engineering Real Estate Section, 2045 Morse Road, Building C-4, Columbus, OH 43229-6693 Jim Ankrom -Real Estate Project Manager (614) 265-7061 or Brian Mitchell Canal Real Estate Program Coordinator (614) 265-6388

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

PT River Tract #4 12 mile square reserve at the foot of the Rapids of Miami of Lake Erie, City of Toledo, Lucas County, State of Ohio.
Clause on deed "...subject however to the rights of way of the Public in any Public Road or Canal crossing over or upon said premises."

Deed Book volume 23 page 9 copy attached

PT River Tract #4 12 mile square reserve at the foot of the Rapids of Miami of Lake Erie, City of Toledo, Lucas County, State of Ohio

Deed Book volume 23 page 6 copy attached

APN 18-99038 it appears this APN is for an entire section of Railroad corridor.

It is believed the portion of the Wabash & Erie Canal that crosses the Railroad is located in River Tract #4 12 mile square reserve at the foot of the Rapids of Miami of Lake Erie, City of Toledo, Lucas County, State of Ohio.
Please see section #4 of the title report for further discussion of this matter.

This title was prepared for District 2 for the purposes of establishing who was at the site first, the State of Ohio or the Railroad.

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

Name & Address	Date Filed	Amount & Type of Lien
----------------	------------	-----------------------

None Noted

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
----------------	------------------------	------

None Noted

(3-C) **EASEMENTS**

Name & Address

Type

None Noted

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

This title was prepared for District 2 for the purposes of establishing who was at the site first, the State of Ohio or the Railroad.

The Lucas County Auditor's Office does not have an APN or tax card for the Railroad corridor in question. Through a thorough search of Lucas County records, I was able to locate deeds to the Northern Indiana Railroad Company. This is the Railroad that currently passes under the Anthony Wayne Trail (aka SR 25) and is part of River Tract #4 12 mile square reserve at the foot of the Rapids of the Miami of Lake Erie. I have included two plat drawings. Plat Book volume 2-A page 37 recorded 7-10-1859, shows River Tracts. Plat Book volume 37 page 24, recorded 9-2-1890, is an assessors plat of River Tracts 3 & 4. This plat shows the Wabash & Erie Canal and the Lake Shore & Michigan Southern Railroad (FKA Northern Indiana Railroad Company). A copy of the Canal map traced on 10-24-1918 and obtained from the Ohio Department of Natural Resources map number M&E 002-48 copy attached shows the area in question as River Tract #4, with Lock #47 on the left side of the Wabash & Erie Canal.

The Northern Indiana Railroad Company obtained a charter from the State of Ohio on March 3, 1851. On July 8, 1853 the Northern Indiana Railroad Company of Ohio and Indiana consolidated into one company name, The Northern Indiana Railroad Company. The deeds for The Northern Indiana Railroad Company located in the subject area in question were signed in 1853. In 1855 The Michigan Southern Railroad consolidated with the Northern Indiana Railroad to become the Michigan Southern and Northern Indiana Railroad. In 1869 The Michigan Southern & Northern Indiana Railroad consolidated with the Lake Shore Railway, becoming the Lake Shore and Michigan Southern Railroad. Lake Shore & Michigan Southern Railroad consolidated with the New York Central Railroad, Inc., in 1915 to become New York Central System. 1968, New York Central System merged with the Pennsylvania Railroad, named the Pennsylvania New York Central Transportation Company, and later renamed the Penn Central Transportation Company. Penn Central filed for bankruptcy in 1970 and later reorganized as Conrail(1976). Conrail was acquired in 1997 by Norfolk Southern Corporation and CSX Corporation through a joint stock purchase. The Surface Transportation Board approved the agreement with Norfolk Southern acquiring 58% of assets, including approximately 6,000 miles of RR corridor and CSX receiving 42% of the assets with 3,600 miles of RR corridor of Conrail.

Ohio became a state in 1803, during the 1820's The United States Congress gave the State of Ohio approximately one million acres of Congress Lands to aid with the construction of canals throughout the State of Ohio. This grant became known as the Canal Lands. The section of canal lands in the subject area in question were purchased by the State of Indiana granted through an act of Congress entitled "*An act to grant a certain quantity of Land to the State of Indiana for the purpose of aiding said State in opening a Canal to connect the wates of the Wabash River with those of Lake Erie*", passed March 1827, which were by the State of Indiana, transferred to the State of Ohio, by a joint resolution of the General Assembly of the said State of Ohio, by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1834:... Indiana began construction on their section of the Wabash & Erie Canal in 1832, beginning in Fort Wayne, with the Canal being opened from the Wabash River to Lake Erie in 1843. A Congressional grant dated May 24, 1828 gave to Ohio 500,000 acres of land to be sold by the State at \$2.50 or more per acre for payment of the canal debt. This Congressional grant also conveyed back to Ohio all the grants of land within the limits of Ohio, made to Indiana in the aid of the Wabash & Erie Canal.

As Ohio was a land grant State it is believed there may not have been any deeds for the Canal Lands. I researched records from the late 1820's through 1880's and was unable to locate any deeds to the State of Ohio for the Canal Lands. Lucas County is a grantor/grantee index system and I researched records any way, any spelling and under various names. What I did locate in the grantor index was a series of deeds recorded, back to back, in 1837 from The State of Ohio to Oliver A. Morse. The deeds all have language in them regarding the Canal Lands and being an Act of Congress. The deed I believe to be in the subject area is known as "Lot number Four in Section number Three, in Township Number Nine South of Range Number Eight East containing Forty Seven, acres, and forty hundreths of an acre of Land more or less." The deed states: "...paid by Oliver A. Morse of Ohio to Timothy Griffith Receiver of Wabash and Erie Lands at Perrysburg O. for the purchase of the tract Land herein described...which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the state of Ohio, entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, location, sale and application of the proceeds of the sales of its lands "passed March 3d 1834: and the Resolution directing the public sales of Canal Lands to be held at certain places" passed 9th March, 1835.

I spoke to Brian Mitchell/ODNR Canal Real Estate Program Coordinator, I was explaining to Mr. Mitchell about the series of deeds I located from the State of Ohio to Oliver A. Morse and if these deeds could be excess land from the Canal. Mr. Mitchell said it was possible the deeds were excess lands. I inquired if ODNR had any records/information regarding the canal lands Mr. Mitchell told me I would get more information from the Ohio Historical Society as they may have surveyor's notes and information from the Canal Commission. I was in Columbus, OH on 3/29/2011, the Historical Society is only open Thursday thru Sunday. I did do an internet search of the Historical Society's website, canal lands and was able to obtain some information. It appears there were no deeds to the State of Ohio for the canal lands, since Ohio was a land grant state. With the information I was able to obtain through Lucas County records and the Ohio Historical Society it appears the Wabash and Erie Canal was in place before the The Northern Indiana Railroad Company, as the Canal was opened in 1843 and the deeds I located for the Railroad were dated in 1853.

Also attached to this title report is a copy of a civil action case filed by the State of Ohio vs The L.S. and M.S. Ry. Co., in Franklin County, OH dated May 16, 1895 case #23521. It appears the property described in the civil case is not part of the subject area in question.

Attached to this title report are numerous supporting documents to aid with the information I obtained while completing this title report.

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Lucas Township: City of Toledo (Port Lawrence Township) School District: Toledo CSD

AUD. PAR. NO(S) Land Building Total Taxes
18-99038 \$-0- \$-0- \$-0- \$-0-

Special Assessments: Lights Basic -Toledo -on 1st & 2nd half taxes -\$465.10/YR
Leaf & Snow Removal -Toledo -on 1st & 2nd half taxes -\$4,236.02/YR
Tree Maintenance -Toledo -on 1st & 2nd half taxes -\$536.96/YR

Special Assessments are delinquent 1st half not paid \$2,619.04 2nd half not paid \$2,619.04 penalty & interest \$261.91

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes: [] No: [x]
Comments:

This Title Report covers the time period from 7-19-1853; 7-23-1853; 8-10-1853 to 3-24-2011. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) 1 and presently standing in the name of The Northern Indiana Railroad Company as the same are entered upon the several public records of Lucas County, Ohio.

Date & Time March 24, 2011 4:30 PM (am/pm)

Signed [Handwritten Signature: Mary Lou Richards]

Print Name Mary Lou Richards

UPDATE TITLE BLOCK

This Title Report covers the time period from _____ to _____. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) _____ and presently standing in the name of _____ as the same are entered upon the several public records of _____.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update

bing

Maps

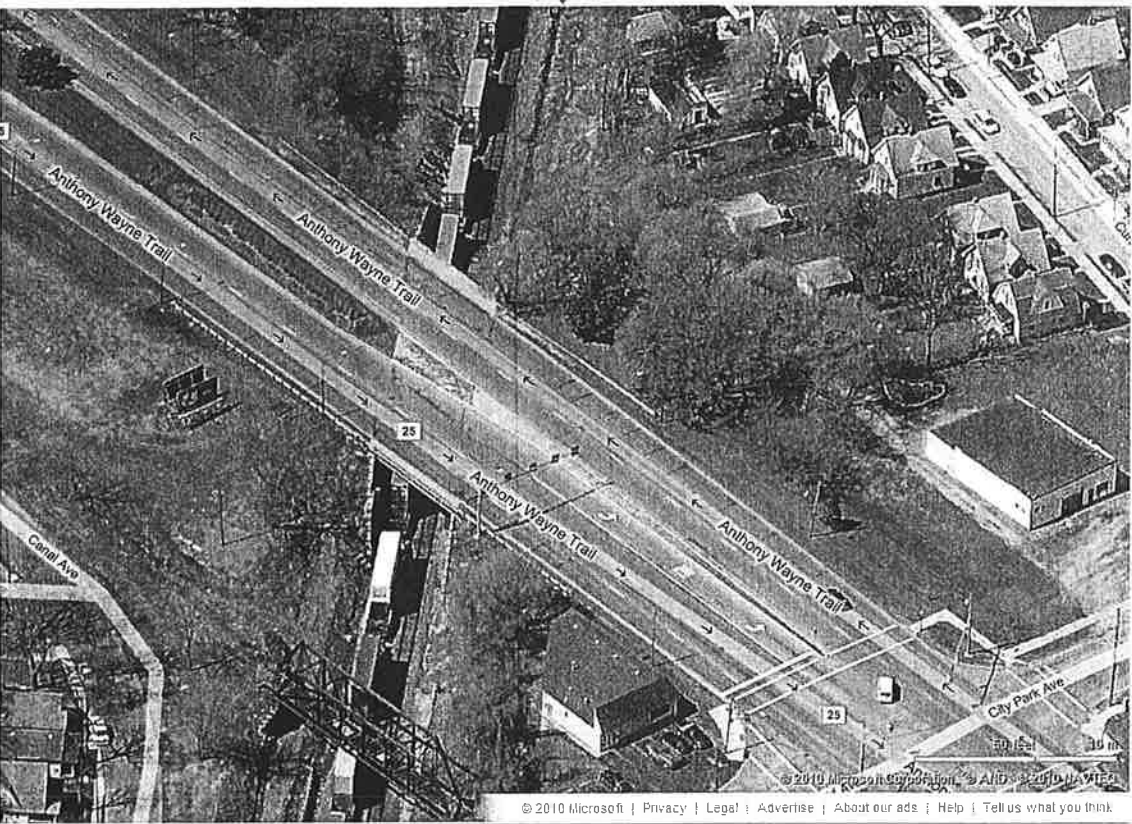
get directions
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Parcel : 18-99038**Assessor : 0--0.0****Address : 0 TOLEDO OH 0****Summary - General**[Print](#)**Split Status:****Flags:** NEW CON.**Tax District :** TOLEDO CITY-TOLEDO CSD**Pro # :** 0211**Bank :** PENNSYLVANIA LINES C/O NORFOLK SOUTHERN**Class/Landuse :** P / 09 **Map No. :****Zoning Code:****Zoning Description:****Owner :** PENNSYLVANIA LINES LLC**Address :**
0
TOLEDO OH 0**Mailing Address :**
PENNSYLVANIA LINES C/O NORFOLK SOUTHERN CORP
ATTN: TAX DEPARTMENT 110 FRANKLIN ROAD SE
ROANOKE VA 24042**Legal Desc. :**
3 2 PT LAWRENCE LANDS IRREG R/ W BET BROADWAY & HAWLEY STINCL S 1/2
LOTS 573 & 574 TO 581 & S 1/2 LOTS 582 & 638...& LOTS 639-646 & S 1/2 LOTS
647 & 704...& ETC**Tax Map :** [Link to Archived Tax Map Viewer](#)**Summary - Attributes****Summary - Most Recent Sale****Prior Owner :** CONSOLIDATED RAIL CORP**Sale Amount :** 0.00**Deed :** QC **Sale Date :** 06/19/2000**Summary - Taxes & Values**

	35% Values	100% Values	35% Roll	100% Roll
Land :	0	0	0	0
Building :	0	0	0	0
Total :	0	0	0	0
Last Val. Chg. :	/0/0		Roll Flag :	
	1st Half	2nd Half		
Homestead Red. :	0.00	0.00		
Net General :	0.00	0.00		
Net Specials :	2,619.04	5,238.08		
Tax Due :	2,619.04	5,499.99		
Collected :	0.00	0.00		
Unpaid :	2,619.04	5,499.99		

[Disclaimer](#)

Parcel : 18-99038**Assessor :****Address : 0 TOLEDO OH 0****General****Print**

Please select a permit to view : 3704A097

Date Permit Printed : 01/30/1999
Permit Issued To : OWEST COMMUNICATIONS
Address : 735 EMERALD AVE
 TOLEDO OH 0
Legal Description : 3 2 PT LAWRENCE LANDS IRREG RW BET BROADWAY & HAWLEY ST

New Construction

	35% Land Value	35% Impr Value	Class/Landuse
Existing :	0	0	P -09
New Construction :	0	0	P
Permit Number :	3704A097	Permit Issue Date :	12/12/1997
Percent Complete :	100	Estimated Cost :	120,000.00
(N)o Value/(V)oid :		Reinspection :	
Year :	1999	Inspection Date :	03/25/1999
Type :	NEW BLDG EQUIPMENT SHELTER		
Appraiser Code :	191		

Disclaimer

Parcel : 18-99038 **Assessor :**
Address : 0 TOLEDO OH 0

Current Taxes Previous Years

	Land	Impr	Total	
35% Assessed :	0	0	0	
Roll :	0	0	0	
Forest Red. Val. :	0	CAUV Red. Val. :		0
Recoupment :	0.00	CAUV Savings :		0.00
	1st Half	2nd Half		
General :	0.00		0.00	
House Bill 920 :	0.00		0.00	
10% Rollback :	0.00		0.00	
2½% Rollback :	0.00		0.00	
Homestead Reduction :	0.00		0.00	
Net General :	0.00		0.00	
Prior General :	0			
Adjustment Gen. :	0.00		0.00	
Pen./Int. General :	0.00		0.00	
Net Specials :	2,619.04		5,238.08	
Prior Specials :	0			
Adjustment Sp. :	0.00		0.00	
Pen./Int. Special :	0.00		261.91	
** TAX DUE ** :	2,619.04		5,499.99	
** COLLECTED ** :	0.00		0.00	
Remaining Unpaid :	2,619.04		5,499.99	
TOTAL COLLECTED :				0.00 Balance does not reflect unapplied payments.
Last Payment Date :				Click Here for complete payment history.

Disclaimer

Parcel : 18-99038 **Assessor :**
Address : 0 TOLEDO OH 0

Special Assessments [<<<Back](#) [Print](#)

Project Number :	2-00-0000			
Project Name :	T.A.S.D.-MOSQUITO			
Delinquency :	0.00	Duplicate Delinquency :	0.00	
Begin Year :	1950	End Year :	2050	
	1st Half Duplicate	1st Half	2nd Half Duplicate	2nd Half
Specials Tax	0.00	0.00	0.00	0.00
Penalty	0.00	0.00	0.00	0.00
Five Pay	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
	1st Half	2nd Half		
Payments Tax	0.00	0.00		
Payments Five Pay	0.00	0.00		
Payments Delinquent	0.00	0.00		

Disclaimer

Parcel : 18-99038 **Assessor :**
Address : 0 TOLEDO OH 0

Special Assessments [<<<Back](#) [Print](#)

Project Number :	9-31-0000				
Project Name :	LIGHTS BASIC-TOLEDO				
Delinquency :	0.00	Duplicate Delinquency :	0.00		
Begin Year :	1979	End Year :	2100		
	1st Half Duplicate	1st Half	2nd Half Duplicate	2nd Half	
Specials Tax	232.55	232.55	232.55	465.10	
Penalty	23.26	23.26	0.00	0.00	
Five Pay	0.00	0.00	0.00	0.00	
Interest	0.00	0.00	0.00	0.00	
	1st Half	2nd Half			
Payments Tax	0.00	0.00			
Payments Five Pay	0.00	0.00			
Payments Delinquent	0.00	0.00			

Disclaimer

Parcel : 18-99038**Assessor :**

Address : 0 TOLEDO OH 0

Special Assessments

<<<Back

Print

Project Number :	9-34-0000			
Project Name :	LEAF & SNOW REMOVAL-TOLEDO			
Delinquency :	0.00	Duplicate Delinquency :	0.00	
Begin Year :	1979	End Year :	2100	
	1st Half Duplicate	1st Half	2nd Half Duplicate	2nd Half
Specials Tax	2,118.01	2,118.01	2,118.01	4,236.02
Penalty	211.80	211.80	0.00	0.00
Five Pay	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
	1st Half	2nd Half		
Payments Tax	0.00	0.00		
Payments Five Pay	0.00	0.00		
Payments Delinquent	0.00	0.00		

Disclaimer

Parcel : 18-99038**Assessor :****Address : 0 TOLEDO OH 0****Special Assessments**

<<<Back

Print

Project Number :	9-37-0000			
Project Name :	TREE MAINTENANCE-TOLEDO			
Delinquency :	0.00	Duplicate Delinquency :	0.00	
Begin Year :	1979	End Year :	2100	
	1st Half Duplicate	1st Half	2nd Half Duplicate	2nd Half
Specials Tax	268.48	268.48	268.48	536.96
Penalty	26.85	26.85	0.00	0.00
Five Pay	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
	1st Half	2nd Half		
Payments Tax	0.00	0.00		
Payments Five Pay	0.00	0.00		
Payments Delinquent	0.00	0.00		

Disclaimer

DEED FROM THE STATE OF OHIO TO OLIVER A. MORSE (ATTACHED ARE SIMILAR DEEDS IN OTHER AREAS OF LUCAS CO.)

DIST 2 CRS LUC 25-7.92 PARCEL 1 PID 85266

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Description & Remarks				
The State of Ohio –by Joseph Vance –Governor	Oliver A. Morse	4-11-1837	7-11-1837 @ no time	DB v3 p115	None Noted	Deed
		<p>All Interest: Lot #4 S3 T9S R8E 47-40/100AC –No township, County or State given</p> <p>It appears this may be excess lands not used by the Wabash & Erie Canal. The deed mentions the Canal was granted by an act of Congress and was purchased by the State of Indiana and transferred to the State of Ohio. Please see Section #4 of the title report for additional information regarding this matter.</p>				

DB V3 P115

DEED.
THE STATE OF OHIO to O. A. MORSE, CONTINUED.

and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, location, sale and application of the proceeds of the sales of its lands" passed March 3, 1834: and the Resolution directing the public sales of Canal Lands to be held at certain places" passed 9th March, 1835, there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever, Lot number Three, in Section Number Three, in Township Number Nine South, of Range Number Eight East containing fifty one acres, and thirteen hundredths of an acre of Land more or less. To Have and to Hold the said fifty one acres and thirteen hundredth of an acre of Land, with the appurtenances thereof unto the said Oliver A. Morse and his heirs and assigns, forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus this Eleventh day of April in the Year of our Lord one thousand eight hundred and thirty seven.

(I.S.)

By the Governor. Joseph Vance.
Garter B. Harlan,
Secretary of State.

Secretarys of States office Columbus O. May 28", 1837, this deed was Recorded in Book No. 1, page 205. Transferred 11" July 1837. S. W. Young, Co. Auditor.
Received for Record July 11", 1837 and Recorded July 14, 1837.

Junius Plegg, Recorder.

DEED.

THE STATE OF OHIO

to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That, in consideration of the sum of One thousand one hundred and eighty five dollars and ---cents, paid by Oliver A. Morse of Ohio to Timothy Griffith Receiver of Wabash and Erie Lands at Perrysburg O. for the purchase of the tract of Land herein described, lying and being in the county of, and granted by an act of Congress entitled "An act to grant a certain quantity of Land to the State of Indiana for the purpose of aiding said State in, opening a Canal to connect the waters of the Wabash River with those of Lake Erie" passed March 1827; and which were by the State of Indiana, transferred to the State of Ohio, by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, location, sale and application of the proceeds of the sales of its lands" passed March 3d 1834; and the "Resolution directing the public sales of Canal Lands to be held at certain places" passed

Continued to page 116.

100

DBV3 P116

DEED.

THE STATE OF OHIO to O. A. MORSE, CONTINUED.

9th March, 1835- there is granted by the State of Ohio, unto the said Oliver A.Morse aforesaid, and to his heirs and assigns forever. Lot number Four in Section Number Three, in Township Number Nine South of Range Number Eight East, containing forty Seven acres, and forty hundredths of an acre of Land more or less. To Have and To Hold, the said Forty seven acres & forty hundredths of an acre of Land, with the appurtenances thereof, unto the said Oliver A.Morse and his heirs and assigns forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be herunto affixed, and signed the same with his hand, at Columbus, this Eleventh day of April in the year of our Lord one thousand eight hundred and thirty seven.

(L.S.) By the Governor. Joseph Vance

Garter B.Harlan, Secretary of State.

Secretary of States office Columbus O May 28, 1837, this deed was recorded in Book No.1, page 206 Transferred 11th July 1837. S.M.Young, C. Auditor..

Received for Record July 11, 1837, and recorded July 14, 1837.

Junius Flegg, Recorder.

DEED.

THE STATE OF OHIO

to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO.

TO ALL TO WHOM THESE PRESENTS SHALL COME, -GREETING:

KNOW YE, That, in consideration of the sum of One thousand five hundred and fifty eight dollars, and seventy five cents, paid by Oliver A.Morse of Ohio to Timothy Griffith, Receiver of Wabash and Erie Lands at Ferrysburg O. for the purchase of the tract of Land herein described, lying and being in the County of and granted by an act of Congress entitled "An act to grant a certain quantity of Land to the State of Indiana for the purpose of aiding said State in opening a canal to connect the waters of the Wabash River with those of Lake Erie," passed March 2, 1827, and which were, by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana approved February 1, 1834: which said tract of Land has been fully paid for agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio, and to authorize the selection, location, sale and application of the proceeds of the sales of its lands" passed March 3, 1834: and the "Resolution directing the public sales of Canal Lands to be held at certain places," passed 9th March, 1835:- there is granted by the State of Ohio, unto the said Oliver A.Morse aforesaid and to his heirs and assigns forever. Lot number Five, in Section number Three, in Township number nine, South of Range Number Eight East, containing Sixty two acres, and thirty five hundredths of an acre of Land more or less. To Have and to Hold, the said Sixty two acres & thirty five hundredths of an acre of Land, with the appurtenances thereof, unto the said Oliver A.Morse and his heirs and assigns forever.

Continued to page 117.

DBV 3 Pg 117

DEED.

THE STATE OF OHIO to O. A. MORSE, CONTINUED.

In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand at Columbus, this Eleventh day of April in the year of our Lord one thousand eight hundred and thirty seven.

(I.S.)

By the Governor:

Joseph Vance.

Garter B. Harlan, Secretary of State.

Secretary of States office, Columbus, O. May 29, 1837, this deed was recorded in Book No. 1, page 207. Transferred 11th July 1837. S. M. Young, Co. Auditor.

Received for Record July 11, 1837, and Recorded July 14, 1837.

Junius Flegg, Recorder.

=====

THE STATE OF OHIO

to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO,

TO ALL TO WHOM THESE PRESENTS SHALL COME: GREETING:

KNOW YE, That, in consideration of the sum of One Thousand five hundred and ninety five dollars and --- cents, paid by Oliver A. Morse of Ohio to Timothy Griffith, Receiver of Wabash and Erie Lands at Perrysburgh O. for the purchase of the tract of land herein described, lying and being in the County of- and granted by an act of Congress entitled, "An act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a canal to connect the waters of the Wabash River with those of Lake Erie," passed March 2, 1827, and which were, by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, location, sale and application of the proceeds of the sales of its lands" passed March 3, 1834: and the Resolution directing the public sales of Canal Lands, to be held at certain places," passed 9th March, 1835: there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever; Lot number Two, in Section Number Four, in Township number nine south of Range number Eight East, containing Sixty three acres, and Eighty hundredths of an acre of land more or less. To Have and To Hold, the said Sixty three acres & Eighty hundredths of an acres of land, with the appurtenances thereof, unto the said Oliver A. Morse and his heirs and assigns forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand at Columbus, this Eleventh day of April in the year of our Lord one thousand eight hundred and thirty seven.

(I.S.)

Continued to page 118.

DBV3 Pg 118

DEED.

THE STATE OF OHIO to O. A. MORSE, CONTINUED.

By the Governor

Joseph Vance.

Carter B. Harlan, Secretary of State.

Secretary of States Office, Columbus, O. May 28, 1837, this deed was Recorded in Book No. 1, page

208. Transferred July 11, 1837. S. M. Young, Co. Auditor.

Received for record July 11, 1837, and Recorded July 14, 1837.

Junius Flagg, Recorder.

DEED.

THE STATE OF OHIO

to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO:

TO ALL TO WHOM THESE PRESENTS SHALL COME - GREETING:

KNOW YE, That in consideration of the sum of One thousand Six hundred dollars and ---cents, paid by Oliver A. Morse of Ohio to Timothy Griffith Receiver of Wabash and Erie Lands at Perrysburg O. for the purchase of the tract of land herein described, lying and being in the County of --- and granted by an act of Congress entitled "An act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a Canal to connect the waters of the Wabash River with those of Lake Erie" passed March 2, 1827:-- and which were, by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General assembly of the said State of Indiana, approved February 1, 1834; which said tract of Land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio, and to authorize the selection, location, sale and application of the proceeds of the sales of its Lands" passed March 3d 1834: and the Resolution directing the public sales of Canal Lands to be held at certain places," passed 9th March 1835:-- there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever, Lot number One, in Section number Nine-in Township No. Nine South of Range No. Eight East, containing Forty acres of Land more or less. To Have and To Hold, the said Forty acres of Land, with the appurtenances thereof, unto the said Oliver A. Morse and his heirs and assigns forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus, this Eleventh day of April in the year of our Lord one thousand eight hundred and thirty seven.

(L.S.)

By the Governor

Carter B. Harlan

Joseph Vance.

Secretary of State.

Secretary of States Office, Columbus O. May 28, 1837, this deed was Recorded in Book No. 1, page

209: Transferred. 11", July 1837. S. M. Young Co. Auditor.

Received for record July 11", 1837, and Recorded July 14", 1837.

Junius Flagg, Recorder.

DBV3 B119

DEED.

THE STATE OF OHIO

to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO,

TO ALL TO WHOM THESE PRESENTS SHALL COME - GREETING:

KNOW YE, That, in consideration of the sum of One thousand three hundred and Sixty dollars and ---cents, paid by Oliver A. Morse of Ohio to Timothy Griffith Receiver of Wabash and Erie Lands at Perrysburg O. for the purchase of the tract of land herein described lying and being in the County of, and granted by an act of Congress entitled "An act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a Canal to connect the waters of the Wabash River with those of Lake Erie" passed March 2, 1837- and which were, by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, location, sale and application of the proceeds of the sales of its lands, passed March 3, 1834; and the Resolution directing the public sales of Canal Lands to be held at certain places passed 9, March, 1835: - there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever, Lot number four, in Section number Four, in Township Number Nine South, of Range Number Eight East, containing fifty four acres and forty hundredths of an acre of Land more or less. To Have and to Hold the said Fifty four acres & forty hundredths acres of Land with the appurtenances thereof, unto the said Oliver A. Morse and his heirs and assigns forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus this Eleventh day of April in the year of our Lord one thousand eight hundred and thirty seven.

Joseph Vance
(I.S.)

By the Governor
Garter B. Harlan, Secretary of State.

Secretary of States office, Columbus O. May 28, 1837, this deed was recorded in Book No. 1 page 210.

Transferred 11th July 1837. S.M. Young, Co. Auditor.

Received for Record July 11", 1837, and Recorded July 14, 1837.

Junius Plogg, Recorder.

THE STATE OF OHIO
to
OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO.

TO ALL TO WHOM THESE PRESENTS SHALL COME: GREETING:

KNOW YE, That, in consideration of the sum of One thousand five hundred and eighteen dollars and ---cents, paid by Oliver A. Morse,

Continued to page 120.

DEED.
THE STATE OF OHIO to O. A. MORSE, CONTINUED.

of Ohio to Timothy Griffith, Receiver of Wabash and Erie Lands at Perrysburgh, O. for the purchase of the tract of land herein described lying and being in the County of and granted by an act of Congress entitled "An act to grant a certain quantity of land to the State of Indiana and for the purpose of aiding said State in opening a Canal to connect the waters of the --- Wabash River with those of Lake Erie" passed March 2d 1837, and which were by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana, approved February 1, 1854: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of Bucyrus Land District made to this office: Therefore in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled "An act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the section location, sale and application of the proceeds of the sales of its lands" passed March 3, 1834: and the resolution directing the public sales of Canal Lands to be held at certain places" passed 9th March, 1835: there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns, forever, Lot number Three, in Section number Four in township number Nine South, of Range Eight East containing Sixty acres and seventy two hundredths of an acre of land, more or less. To Have and To Hold, the said Sixty acres & Seventy two hundredths of an acre of land, with the appurtenances thereof, unto the said Oliver A. Morse and his heirs and assigns, forever. In Witness Whereof, The said Joseph Vance, Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus, this Eleventh day of April in the year of our Lord One thousand eight hundred and thirty seven.

(I. S.)

By the Governor:

Joseph Vance.

Garter B. Harlan, Secretary of State.

secretary of States Office. Columbus, O. May 28, 1837, this deed was recorded in Book No. 1 page 211.

Transferred July 11", 1837. S. M. Young, County Auditor.

Received for Record July 11", 1837, and Recorded July 15th, 1837.

Junius Plegg, Recorder.

QUIT CLAIM DEED.

OLIVER A. MORSE

to

JOHN A. BRYAN.

KNOW ALL MEN BY THESE PRESENTS, That I, Oliver A. Morse of the County of Wood in the State of Ohio, for and in consideration of the sum of Three thousand three hundred and twenty two dollars and Sixty two cents to me in hand paid, or secured to be paid by John A Bryan of the County of Franklin and State aforesaid, the receipt of which is hereby acknowledged have granted bargained sold remised, and quit claimed, and by these presents, do grant bargain sell remise quit claim, unto the Said John A Bryan and to his heirs and assigns forever, the One equal undivided fourth part of the following described Lots or parcels of Land Viz Lot No. Three in Fractional Section No. Three, in Township No. Nine South of Range No. Eight East containing Fifty one acres and thirteen hundredths of an acre= Lot No Four in Fractional Section No.

Continued to page 121-

DEED.
ST. BERNARD to CHASE, CONTINUED.

being the same which was sold by Laurent Durrocher, Monique his wife to Dominique Suzor & Francois Menard, as per deed dated the twenty eighth day of April in the year of our Lord One thousand eight hundred & twenty eight & Recorded in Liber I folio 150 & 151. To have and to hold the before granted premises with the appurtenances and privileges thereto belonging to him the said Daniel Chase his heirs and assigns forever. And I the said Louis for myself my heirs executors, administrators do covenant with the said Daniel his heirs & assigns forever, that before and until the ensembling & delivery hereof I am the lawful owner & possessor of the premises and the appurtenances & privileges thereto belonging, and that I have good right & lawful authority to sell & convey the same as aforesaid that is to say, the half of the said East half of said Lot. And furthermore I the said Louis for myself my heirs executors and administrators, do hereby covenant to Warrant & Defend the above granted premises to the said Daniel his heirs & assigns against the lawful claims & demands of all persons whatsoever. In Witness Whereof I have hereunto set my hand & Seal this twentieth day of September A.D. eighteen hundred & thirty six.
Signed, Sealed & Delivd. in presence of } Louis Sant Bernard (L.S.)
Fredk. Wright. }
Joseph Henderson. }

The State of Ohio, }
SS. } On the 20th day of September A.D. 1836 personally came before me,
Lucas County, } James M. Whitney a Justice of the Peace in & for said County the
above named Louis Sant Bernard known as the person described as
the grantor in the above deed & then & there acknowledged the same to be his free act & deed
for the use & purpose therein expressed. Given under my hand & seal the day and year above
written.

(L.S.) James M. Whitney, Justice of the Peace.

Transferred 11th July 1837. S.M. Young, Co. Auditor .
Received for Record July 11", 1837 and Recorded July 13", 1837.

Junius Flagg, Recorder. 4/6

DB V 3 Pg 113

THE STATE OF OHIO
to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, That in consideration of the sum of Three thousand one hundred & ninety five dollars and Fifty cents, paid by Oliver A. Morse of Ohio to Timothy Griffith Receiver of Wabash and Erie Lands at Perrysburg, O. for the purchase of the tract of land herein described, lying and being in the County of and granted by an Act of Congress entitled "An Act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a canal to connect the waters of the Wabash River with those of Lake Erie," passed March 2d 1827:- and which were by the State of Indiana, transferred to the State of Ohio by a joint resolution of the General Assembly of the said State of Indiana approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the -----

DBV 3 Pg 114

DEED.

THE STATE OF OHIO to O. A. MORSE, CONTINUED.

the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an Act of the General Assembly of the State of Ohio, entitled "An Act to authorize the locating and establishing so much of the line of the Wabash and Erie Canal as lies within the State of Ohio and to authorize the selection, locating, sale and application of the proceeds of the sales of its lands," passed March 3, 1834: and the "Resolution directing the public sales of Canal Lands to be held at certain places" passed 9th March, 1835, there is granted by the State of Ohio, unto the said Oliver A. Morse aforesaid and to his heirs and assigns forever. Fractional Section Number Ten in Section Number Nine South, of Range Number Eight East, containing Sixty three acres, and ninety one hundredths of an acre of Land more or less To Have and To Hold, the said Sixty three acres & ninety one hundredths of an acre of land, with the appurtenances thereof unto the said Oliver A. Morse and his heirs and assigns forever. In Witness Whereof, the said Joseph Vance Governor of the State of Ohio, hath caused the Great Seal of the State to be hereunto affixed, and signed the same with his hand, at Columbus this Eleventh day of April in the year of our Lord One thousand eight hundred & thirty seven. (I.S.)

By the Governor, Joseph Vance

Garner B. Harlan, Secretary of State.

Secretary of States office, Columbus O. May 28, 1837, this deed was recorded in Book No. 1, page 204. Transferred 11th July 1837. S. M. Young, Co. Auditor. /- Received for Record July 11th, 1837, and Recorded July 14th, 1837.

Junius Flagg, Recorder.

DEED.

THE STATE OF OHIO,
to

OLIVER A. MORSE.

JOSEPH VANCE, GOVERNOR OF THE STATE OF OHIO:

TO ALL TO WHOM THESE PRESENTS SHALL COME.-GREETING:

KNOW YE, That, in consideration of the sum of One thousand two hundred and Seventy Eight dollars and Twenty five cents, paid by Oliver A. Morse of Ohio to Timothy Griffith, Receiver of Wabash and Erie Land at Perrysburgh, O. for the purchase of the tract of land herein described lying and being in the County of and granted by an act of Congress entitled "An Act to grant a certain quantity of land to the State of Indiana for the purpose of aiding said State in opening a canal to connect the waters of the Wabash River with those of Lake Erie" passed March 2, 1827: and which were, by the State of Indiana, transferred to the State of Ohio, by a joint resolution of the General Assembly of the State of Indiana, approved February 1, 1834: which said tract of land has been fully paid for, agreeably to the returns of the Register and Receiver of the Bucyrus Land District, made to this office: Therefore, in pursuance of the provisions of an act of the General Assembly of the State of Ohio, entitled "An act to authorize the locating

Continued to page 115.

WM. R. & SARAH L. MORRIS TO NORTHERN INDIANA RAILROAD

DIST 2 CRS LUC 25-7.92 PARCEL 1 PID 85266

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Brief Land Description & Remarks						
William R. Morris & Sarah L. Morris -Husband & wife	Northern Indiana Railroad Company	7-19-1853	8-16-1853 @ No time	DB v23 p6	None Noted	Deed
<p>All Interest: PT River Tract #4 12 mile Square Reserve at the foot of the Rapids of the Miami of Lake Erie .440 AC City of Toledo, Lucas County, State of Ohio</p> <p>Deed does state warrant & defend</p>						

DB V 23 Pg 6
DEED

William R. Morris & wife

to

Northern Indiana R. R. Co.

Know all men, That we William R. Morris and Sarah L. Morris his wife of the City of Cincinnati in the State of Ohio in consideration of Four Hundred and Forty dollars to us paid by the Northern Indiana Rail Road Company the receipt whereof is hereby acknowledged, do hereby Bargain, Sell and Convey to the said Northern Indiana Rail Road Company and their successors in Office and assigns forever, the following Real Estate situate lying and being in the City of Toledo, in the County of Lucas and State of Ohio and being part of River Tract number Four in the twelve miles Square Reserve at the foot of the Rapids of the Miami of Lake Erie to wit: Commencing at the west corner of said River Tract number Four and from thence running East along the South line of said Tract to the westerly line or Side of the Wabash and Erie Canal a distance of about two Hundred and four feet, and from thence North Easterly along the North westerly line or side of said Canal one hundred and Seven feet, and from thence westerly on a direct line to the west line of said Tract at a point in said west line Eighty five feet North of and distant from said South line of said Tract, and from thence South along said west line to the place of Beginning containing Four hundred and forty thousandths of an acre of Land together with all the privileges and appurtenances to the same belonging to have and to hold the same to the said Northern Indiana Rail Road Company and their successors in office and assigns forever hereby covenanting that the title so conveyed is clear free and unincumbered, and that we will Warrant and Defend the same against all claims whatsoever, And the said Sarah L. Morris wife of the said Wm. R. Morris in consideration of One Dollar to her in hand paid doth remise release and forever quit claim unto the said grantee all her right by way of Dower or otherwise in and to the above Granted tenements.

In Witness whereof the said William R. Morris and Sarah L. Morris his wife have hereunto set their hands and seals this day of June the year Eighteen hundred and fifty three.

Signed Sealed and Delivered
in presence of N. B. Raerden
)}
)} Wm. R. Morris (SEAL)
)} Sarah L. Morris (SEAL)
Chas G. Harris)}

The State of Ohio)}
Hamilton County)} SS.
)} day of July in the year of our Lord One Thousand Eight Hundred and fifty three before the

Subscriber a Notary Public

DBV 23 pg 7

of said County personally came William R. Morris and Sarah L. Morris his wife of said County of Hamilton the grantors in the above conveyance and acknowledged the same to be their voluntary act and deed for the purposes therein mentioned, and the said Sarah L. Morris wife of the said William R. Morris being examined by me separate and apart from her said husband and the contents of said deed made known and explained to her declares that she did voluntarily sign seal and acknowledge the same, and that she is still satisfied therewith as her free act and deed for the uses and purposes therein mentioned.

(SEAL) In Testimony Whereof I have hereunto subscribed my name and affixed my Seal on the day and year last aforesaid.

Chas C. Harris, Notary Public

Received for Record August 16, 1853 and Recorded Aug 23, 1853.

Horace Thacher Recorder.

DEED

James C. Hall and wife
to

Northern Indiana R. R. Co.

Know all men That we James C. Hall and Harriet O. Hall his wife of the City of Cincinnati in the State of Ohio in consideration of One thousand two hundred and twenty two dollars and Eighty cents to us paid by the Northern Indiana Rail Road Company the receipt whereof is hereby acknowledged, do hereby bargain sell and convey to the said Northern Indiana Rail Road Company and their successors in office and assigns forever, the following Real Estate, situate lying and being in the County of Lucas and State of Ohio and being part of the South west quarter of Section number two in Township number three of the twelve mile Square reservation at the foot of the Rapids of the Miami of Lake Erie described as follows to wit: Commencing at the South East Corner of said quarter Section and from thence running north along the East line of said quarter Section Eighty five feet and from thence running west on a direct line to a point in the center of Swan Creek north of and distant at right angles from the South line of said quarter Section Seventy feet and from thence southerly along the center of Swan Creek to the said South line of said quarter Section and from thence East along said South line of said quarter Section to the place of Beginning containing two acres and two hundred and thirty three thousandths of an acre of land.

Also all that part of Subdivision Number twenty in River Tract

JAMES C. HALL, ET AL TO NORTHERN INDIANA RAILROAD COMPANY

DIST 2 CRS LUC 25-7.92 PARCEL 1 PID 85266

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Brief Land Description & Remarks						
James C. Hall & Harriet O. Hall -H&W -Und 46/100; William R. Morris & Sarah L. Morris -H&W -Und 10/100; Elisha Whittlesey & Polly Whittlesey - H&W-Und 24/100 and M.T. Williams -deceased by administrator with the will annexed and Trustee	Northern Indiana Rail Road Company	7-19-1853&7-23-1853&8-10-1853	8-16-1853 @ No time	DB v23 p9	None Noted	Deed
<p>All Interest: PT River Tract #4 12 mile square reserve at the foot of the Rapids of the Miami of Lake Erie -City of Toledo, Lucas County, State of Ohio. Deed has a clause -"subject to all right title or interest which the State of Ohio or their lessees or assigns and subject however to the rights of way of the Public in any Public Road or Canal crossing over or upon said premises.</p> <p>Deed does state warrant and defend</p>						

DBV 23 P9

DEED

James C. Hall et als
to

Northern Indiana R. R. Co.

Know all men by these Presents that we James C. Hall and Harriet O. Hall his wife sole heir at law of William Oliver deceased, Elisha Whittlesey and Polly Whittlesey his wife William R. Morris and Sarah L. Morris his wife Charles H. Williams, Administrator with the will annexed and Trustee of Micaiah T. Williams deceased in consideration of nine hundred and three dollars to us in hand paid by the Northern Indiana Rail Road Company the receipt whereof is hereby acknowledged do give, grant, bargain, sell, and convey to the said Northern Indiana Rail Road Company and to their successors in office and assigns forever the following described lands and tenements situate lying and being in the City of Toledo in the County of Lucas and State of Ohio, and being part of River Tract number Four in the Twelve mile Square reserve at the foot of the Rapids of the Miami of Lake Erie to wit:

Commencing at a Stone monument standing in the South line of said River Tract number four at the center of the Whittlesey Street and from thence running westerly in a direct line to the North westerly line or side of the Wabash and Erie Canal and distant from said Tract line North Easterly on the Line of said Canal one Hundred and Seven feet and from thence South westerly along the North Westerly line or side of said Canal to said Tract line and from thence East along said Tract line to the Place of Beginning. This conveyance is made however subject to all right title or interest which the State of Ohio or their lessees or assigns may have hold or claim to have of in and to said premises or any part thereof. To have and to hold said above granted premises with privileges and appurtenances thereunto belonging or in anywise appertaining unto the said Northern Indiana Rail Road Company & their successors in office and assigns forever, to their own use and benefit subject however to the rights of way of the Public in any Public Road or Canal crossing over or upon said premises. And the said James C. Hall, Harriet O. Hall his wife Elisha Whittlesey and William R. Morris for themselves and their heirs do hereby covenant with the said grantees their Successors in office and assigns that they are lawfully seized of said premises and that the same are free from all incumbrances except as above stated and that they will Warrant and Defend said premises, each to the amount of the share interest or proportion owned by each of said grantors respectively and hereby

conveyed against the lawful claims of all persons whomsoever, (Except as against the Rights Interests and Claims herein before Excepted) It being understood between said parties that said Shares and Interests are owned by said Grantors in the following proportions to wit: James C. Hall and Harriet O. Hall his wife an equal undivided forty six one Hundredth parts, Elisha Whittlesey one equal undivided twenty four one Hundredth parts and William R. Morris an equal undivided ten one hundredths parts of said premises.

In witness whereof the said Grantors have hereunto set their hands and seals this tenth day of July in the year of our Lord one thousand Eight Hundred and fifty three.

Signed Sealed and delivered			
In presence of	) as to W. R. M.	)	James C. Hall (L.S.)
N. B. Bairden	) and wife	)	Harriet O. Hall (L.S.)
Chas ^s C. Harris		)	Elisha Whittlesey (L.S.)
Adelaide Hopkins	) as to Jas C	)	Polly Whittlesey (L.S.)
Wm. M. Richardson	) Hall and wife	)	Wm. R. Morris (L.S.)
Wm. W. Whittlesey	) as to the Execution	)	Sarah L. Morris (L.S.)
Jerusha R. Whittlesey	) of E. Whittlesey & wife	)	Chas H. Williams admr with (L.S.)
John Fitch, as to Williams		)	the will annexed and Trustee of the
Platt Gard as to Williams		)	Estate of M. T. Williams deceased

The State of Ohio } Personally came before me a Notary Public of
Hamilton County } Sot. said County of Hamilton W^m R. Morris and Sarah L. Morris
his wife two of the within Grantors and Severally
acknowledged the Signing and Sealing of the within and to be their voluntary acts for the purposes named therein and the said Sarah L. Morris being Examined separate and apart from her said husband and the contents of the Deed made known and Explained to her by me acknowledged the Signing and Sealing of the same to be her act and Deed for the uses named and that she is still satisfied therewith.
(SEAL) In witness whereof I have hereto set my hand and Notarial Seal this
19th day of July 1853 at Cincinnati in said County
Chas^s C. Harris Notary Public

The State of Ohio } Personally came before me the Subscriber
Hamilton County } Sot. a Notary Public in and for said County James C. Hall
and Harriet O. Hall his wife two of the within
Grantors of said County of Hamilton and acknowledged the Signing and Sealing of the within deed as their free and voluntary act for the uses named therein.
And the said Harriet O. Hall being by me examined separate and apart from said husband and the Deed read and explained to her by me acknowledged the Signing and

DBR 23 P 10

DBV 23 Pg 11

sealing thereof as her free and voluntary act for the uses and purposes named therein and that she is still satisfied therewith.

(SEAL) In witness whereof I have hereunto set my hand and seal of

office at Cincinnati this 23 day July A. D. 1853.

Wm. W. Richardson, Notary Public

State of Ohio } August 10th 1853, Port Lawrence.

Lucas County } SS. Personally came Elisha Whittlesey Signer and

Sealer of this Deed and he acknowledged he did sign & Seal the same of his own free will. Mrs. Polly Whittlesey wife of the said Elisha Whittlesey signer and Sealer of this Deed and she being examined separate and apart from her said husband and the contents having been made known to her she did declare that she did sign and Seal the same of her own free will and accord without any coercion or compulsion from her said husband and that she was content therewith.

Before me Before me, Platt Gard J. P. of the aforesaid Township and County.

State of Ohio } Port Lawrence Township, August 10th, 1853.

Lucas County } SS. Personally came Charles H. Williams, adminis-

trator with the will annexed and Trustee of the Estate of M. T. Williams deceased one of the grantors in this conveyance and acknowledged the same to be his free act and Deed for the purposes therein mentioned.

Platt Gard Justice of the Peace (SEAL)

Received for Record August 16, 1853 and Recorded August 23rd A.D. 1853

Horace Thacher, Recorder.

DEED

James C. Hall Et al
to

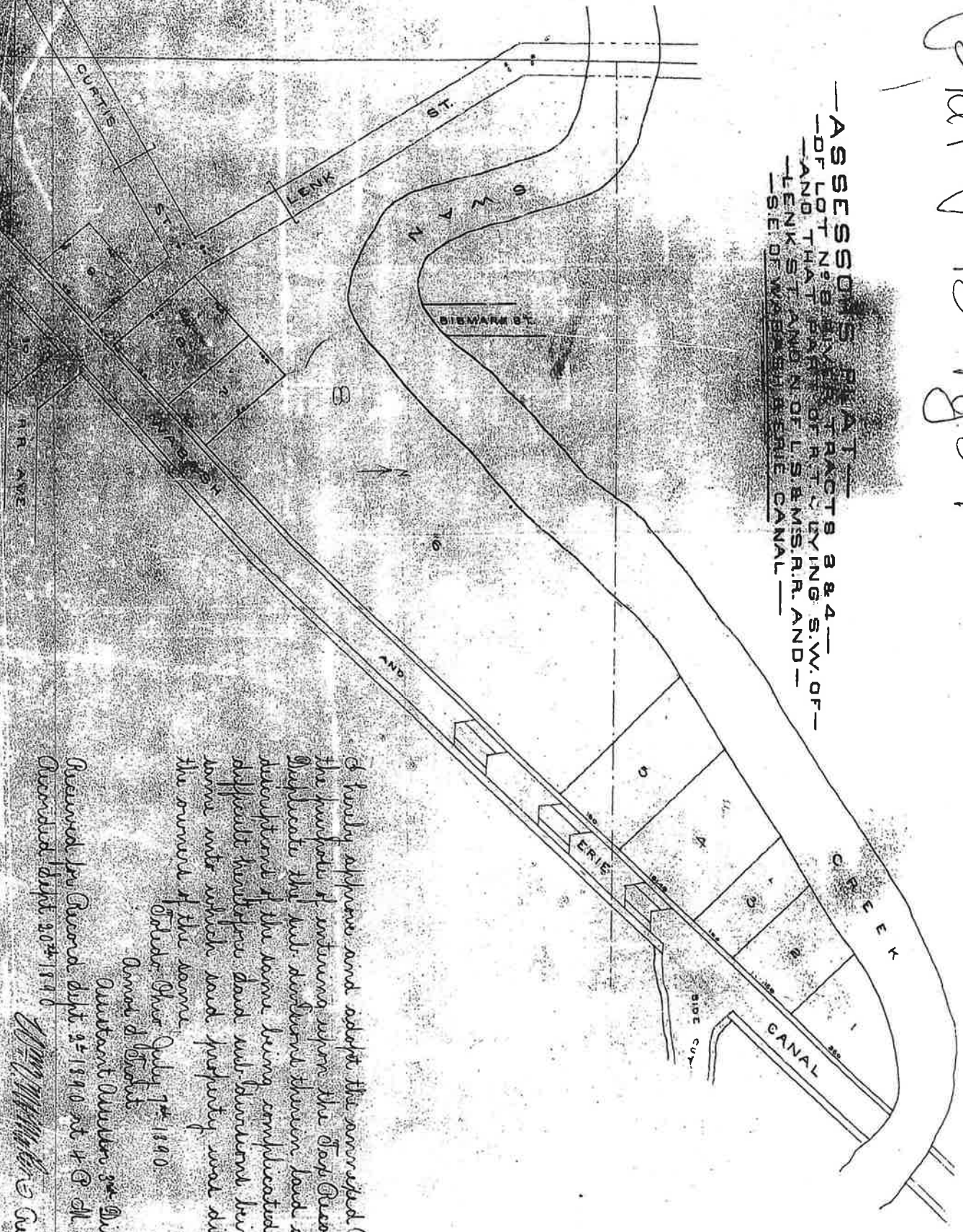
Erie & Kalamazoo; R. R. Co.

~~Now all men by these Presents, That we James C. Hall and Harriet O. Hall his wife sole heir at Law of William Oliver, deceased, Elisha Whittlesey and Polly Whittlesey his wife William R.R. Morris and Sarah L. Morris his wife Charles H. Williams administrator with the will annexed and Trustee of Micaiah T. Williams deceased in consideration of One Dollar to us in hand paid by the Erie and Kalamazoo Rail Road Company the receipt whereof is hereby acknowledged do give Grant bargain sell and convey unto the said Erie and Kalamazoo Rail Road Company and to their successors in office and assigns forever, the following described Lands and tenements situate lying and being in the City of Toledo~~

~~In the County of Lucas and State of Ohio and being part of River Tract number Four in the twelve mile Square Reserve at the foot of the Rapids of the Miami of Lake Erie~~

Plot V 13 Pg 24

ASSESSOR'S PLAT
 OF LOT NO. 8 BLK. 1 TRACTS 2 & 4
 AND THAT PART OF R.T. LYING S.W. OF
 LENK ST. AND N. OF L.S. & M.S. R.R. AND
 SE. OF WARREN & ERIE CANAL



of hereby approve and adopt the annexed plat for the purpose of returning upon the Top Record and declares that all divisions shown hereon the description of the same being complicated and difficult to describe and all divisions being the same into which said land property was divided by the owner of the same.

Order Given July 7th 1890

Amos A. Groat

Assistant Clerk of District

Received for Record this 9th 1890 at 4 P.M.

Recorded this 20th 1890

Wm. H. Miller Recorder

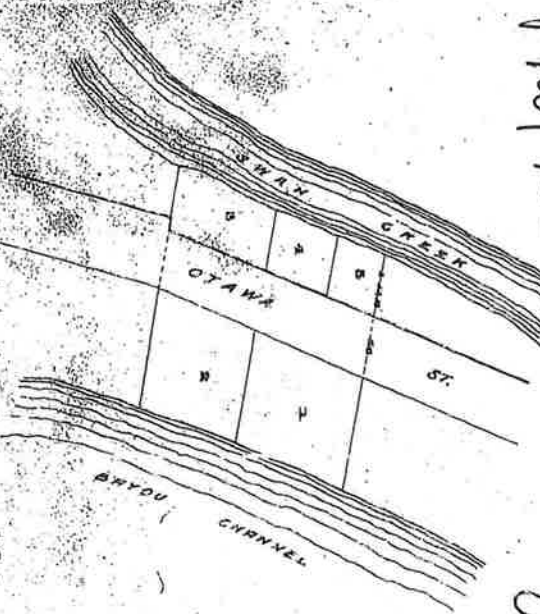
RR LSE MS RR

to make this land division the same as the other, the description of the lands being indistinct and difficult to make division being the same with what was later was divided by the same.
 Deed of Allen Quisenberry of Great Britain
 Deed of the 10th of October

Received and Recorded July 14th 1859

Thomas D. Gophy, Recorder.

Plot Book 2-A Pg 31

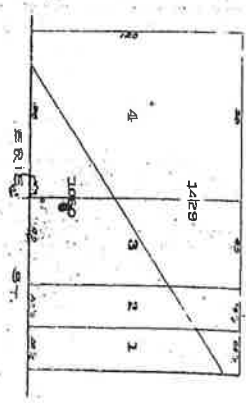


This part of the tract at death of the same of Queen's estate at
 the time of the division and the Bayou Channel of the
 same was divided into five sections by the
 Deed of Allen Quisenberry of Great Britain
 Deed of the 10th of October 1859
 for the same which tract was divided by the
 same as recorded by meter and survey
 for the same division

and also the above plot for the purpose
 of the same as the Deed of Allen Quisenberry of
 Great Britain Deed of the 10th of October
 1859 for the same division
 for the same as recorded by meter and survey
 for the same division
 Deed of Allen Quisenberry of Great Britain
 Deed of the 10th of October 1859

Recorded July 10th 1859

Deed of the 10th of October

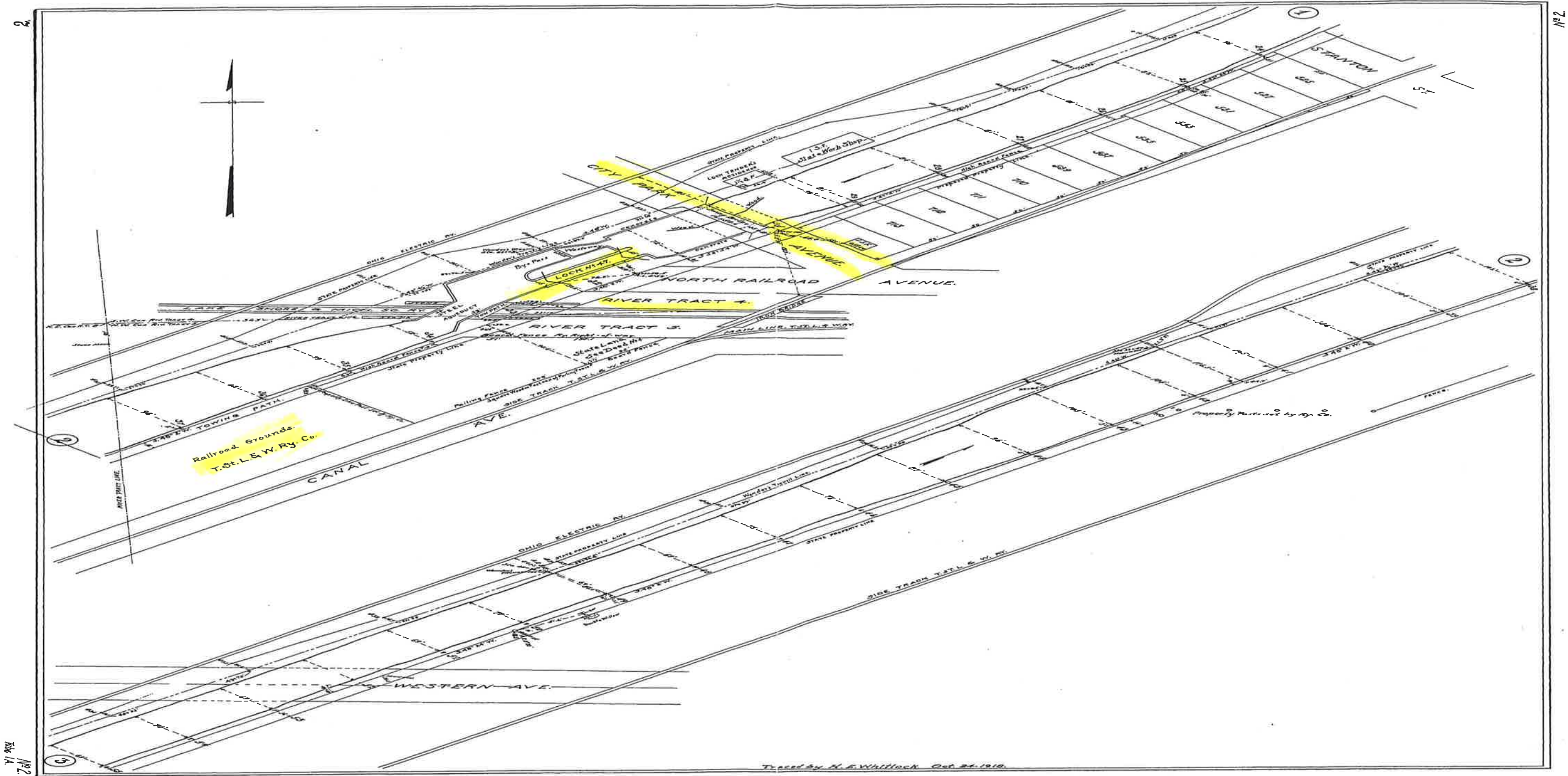


Deed of the division of lots of the 10th of 1859 of the
 Deed of Allen Quisenberry of Great Britain
 Deed of the 10th of October 1859
 for the same which tract was divided by the
 same as recorded by meter and survey
 for the same division
 Deed of Allen Quisenberry of Great Britain
 Deed of the 10th of October 1859

Deed of the division of lots of the 10th of 1859 of the
 Deed of Allen Quisenberry of Great Britain
 Deed of the 10th of October 1859
 for the same which tract was divided by the
 same as recorded by meter and survey
 for the same division
 Deed of Allen Quisenberry of Great Britain
 Deed of the 10th of October 1859

Deed of the division of lots of the 10th of 1859 of the
 Deed of Allen Quisenberry of Great Britain
 Deed of the 10th of October 1859
 for the same which tract was divided by the
 same as recorded by meter and survey
 for the same division
 Deed of Allen Quisenberry of Great Britain
 Deed of the 10th of October 1859

Recorded July 10th 1859



ODNR Canal Map
M&E 002-48

Canal Lands

During the 1820s, the United States Congress gave the State of Ohio approximately one million acres of Congress Lands to facilitate the construction of canals in the state. This grant became known as the Canal Lands.

The Canal Lands were located across Ohio. Completion of canals, especially the Ohio and Erie Canal and the Miami and Erie Canal spurred Ohio's development. The cost to ship goods from the East Coast to Ohio and vice versa declined tremendously from 125 dollars per ton of goods to twenty-five dollars per ton of goods. It took eighty hours to travel from Cleveland to Portsmouth along the Ohio and Erie Canal. While horseback was much quicker, it also cost a great deal more. The cost on the canal boat was \$1.70 per person.



New Map of Ohio with Its Canals, Roads and Distances by H. S. Tanner, 1846.

References and Suggested Reading

- Pearson, F.B., and J.D. Harlor. *Ohio History Sketches*. Columbus, OH: Fred J. Heer, 1903.



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Toledo, Ohio

Toledo, the county seat of Lucas County, is located in the northwestern part of Ohio. It is part of an area known as the Great Black Swamp. Most settlement in this region was delayed until after Ohio obtained statehood because of conflicts with Native Americans. Toledo itself was incorporated in 1836, and it was built on the site of a former stockade, Fort Industry, which was built in 1800. Originally, there were two separate towns named Lawrence and Vistula. When the Wabash and Erie Canal was mapped out in 1836, the location of Toledo was chosen as one of the termination points. The population of the two towns merged and created the new community of Toledo. By 1840, Toledo had a population of 1,322 people.

Although the canal would bring significant business to Toledo, the community still struggled in its early years. Many of its residents suffered from epidemics that spread rapidly in the region in 1838 and 1839. Finally, the canal was opened in 1845. The canal made the town a growing seaport along Lake Erie, and much commerce traveled through Toledo. In addition to the Wabash and Erie Canal, Toledo was connected to the city of Cincinnati by way of the Miami and Erie Canal.

When railroads began to emerge as a key form of transportation in Ohio in the second half of the nineteenth century, Toledo became a destination for a number of railroad lines. In addition, a number of industries began to emerge in the city, including furniture companies, carriage makers, breweries, railroad manufacturing companies, and glass companies, among others. The Libbey Glass Works was located in Toledo and helped to make the community known as the "City of Glass." By 1880, Toledo boasted a population of more than fifty thousand people, making it one of the largest cities in the state.

Many immigrants began to settle in Toledo by the late nineteenth century, attracted to the city because of the factory jobs available and the city's accessibility by rail and by water. Although Toledo offered many economic opportunities, it also illustrated many of the problems associated with urban life during this time. Toledo became the target of Progressive reformers in the late 1800s. Among them was the town's mayor, Samuel M. "Golden Rule" Jones, who was elected in 1897. During his time in office, Jones worked to improve conditions for the working class people of his community. The mayor opened free kindergartens, built parks, instituted an eight-hour day for city workers, and did much to reform the city government. Although Jones was not very popular among businessmen and the wealthier members of Toledo society, he was very popular with the average citizens and was reelected as mayor for three additional terms. Jones died in office in 1904, and his successor, Brand Whitlock, continued his reform efforts.

Toledo continued to grow, both in terms of population and industry, in the early twentieth century. Because of its dependence on manufacturing, the city suffered high unemployment rates during the Great Depression. As World War II began, however, Toledo's industries began to focus on wartime production, and unemployment concerns disappeared. Toledo made a unique contribution to the war effort. Home to the Willys-Overland Company, this firm began producing jeeps in 1941.

In the 2000 census, Toledo's population was 313,619. The city is home to the University of Toledo, the well-known Toledo Zoo, the internationally renowned Toledo Museum of Art, and the Toledo Mud Hens, the Detroit Tigers' triple-A professional baseball affiliate.



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Volume 80

20

OHIO HISTORY

Ohio that Congress had included in the 1827 grant. Thereupon, Ohio residents showed renewed interest in completing the Miami extension.⁵²

Actual construction on the northern extension of the Miami Canal did not begin until 1837. By 1845 the 114 mile canal from Dayton to Toledo was completed.

Indiana began work on the Wabash and Erie Canal several years earlier (1832).

By 1842 the junction with the Miami Extension was completed, and a year later the Wabash Canal was opened from Lake Erie to Lafayette, Indiana. Although the Miami Extension had almost no effect on Cincinnati during the period of this study, it was significant because it was financed in part by a land grant from the national government. This marked a precedent whereby Congress could increase its involvement in internal improvements.⁵³

As soon as the Miami Canal was opened to traffic, newspaper editors assured the public that the project was a success. They pointed out that it had reduced freight rates and increased the volume of produce brought to the city not only from the immediate vicinity but also from the whole Miami Valley. As an example one editor pointed out that in one week in March 1829, more than 575 tons of produce had been brought to the city. The cost of transporting the whole amount for a distance not exceeding twenty-five miles was \$2,800, and it only took ten boats, sixty horses, sixty men, and thirty boys three days to do the job. By comparison, to bring a similar amount by wagon the same distance, it would take 575 wagons, 2,340 horses, and 575 men. And then the cost would have been \$7,200. Moreover, toll receipts indicated the canal would pay for itself in a short time.⁵⁴

Such optimism was only partially justified. Transportation costs declined, and the volume of produce brought to Cincinnati increased. Toll receipts, however, remained disappointingly low. In 1828 the state's entire canal system collected only \$8,570.69 in tolls. By 1832 the amount had increased to \$50,974.73, but this was not enough to pay the interest on the debt the state had incurred in constructing canals. Although toll receipts continued to increase between 1832 and 1840, they did not reach the totals that advocates of the program had promised. This can be explained in part by the fact that traffic remained primarily local.⁵⁵

By 1835 neither the Miami nor the other Ohio canals had made any significant impact on the flow of exports from the area served by Cincinnati. The city still depended almost exclusively on the Ohio River for sending flour, pork, whiskey, corn, and tobacco--the main exports of the region--to the New Orleans market. Likewise, imports received in the city continued to follow established trade routes. Salt and sugar were brought up the river from New Orleans. Iron came down the river from Pittsburgh. Manufactured items, depending on their weight, came from both the eastern and southern routes. One authority concluded that:

In short, the northern part of the Old Northwest and the southern part each had its own commercial outlet or gateway. In fact, the southern part had two, the eastern and southern. While the two parts of the Old Northwest were now connected by a canal that ran from

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[Parks Magazine](#)

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By 1820 the new state of Ohio had grown to a population of 580,000 residents. The main industry of the state was agricultural. It soon became evident that the state suffered from a severe lack of reliable transportation to move its products to eastern markets. The National Road was completed only from Cumberland to Wheeling and was an expensive method of transportation. The Ohio-Mississippi river route was long and dangerous.

The opportunity to connect Ohio with the prosperous eastern markets became a reality in 1817 when New York broke ground on a canal connecting Lake Erie with the Hudson River and New York City. In 1822, the Ohio state legislature commissioned the first canal feasibility survey in an effort to bring a modern reliable transportation system to the growing state.

On July 4, 1825, at Licking Summit south of Newark, work began on the Erie Canal. Two weeks later at Middletown ground breaking was held for the Miami Canal. At the same time work began on the Ohio & Erie Canal from Portage Summit (Akron) to Cleveland.

On July 3, 1827, two years after the ground breaking, Governor Trimble and the canal commission boarded a canal boat in Akron and the next day arrived in Cleveland. By 1832 the entire 308 mile route of the Ohio-Erie was open to traffic.

Unlike the Ohio & Erie, the Miami & Erie Canal was not initially conceived as a route from Lake Erie to the Ohio River. The Miami Canal was in operation from Middletown to Cincinnati in 1828, and in 1830, the 17 miles were completed to Dayton. The "Miami Extension" to Troy was not started until 1833. To satisfy political demands additional segments were parceled out to contractors until 1845 when the entire canal was open to traffic from the Ohio River to Lake Erie.

The canals prospered until 1855, the year revenue receipts were their highest. At its peak, Ohio's canal system consisted of almost 1,000 miles of main line canals, feeders and side cuts. Located in forty-four of Ohio's eighty-eight counties, the canals touched the lives of all the state's citizens. After 1855 the impact of the railroads began to be felt, and by 1903 water sales income from selling canal water to businesses and industries exceeded the income from freight carried on the canal.

Various attempts at restoration were made between 1904 and 1910, however, on March 23, 1913, Ohio's canal system came to an abrupt end. After a winter of record snowfall, storms dumped an abnormally heavy amount of rain on the state. The flood caused the reservoirs to spill over into the canals, destroying aqueducts, washing out banks, and devastating most of the locks.

In the ensuing years most of the canal lands were sold to private individuals or transferred to other public agencies for recreation, roads, and other public uses. Many structures have been transferred to historic groups for protection. Today less than twenty percent of the original canal lands are still owned by the state. Except for the contiguous watered sections discussed in this presentation, the remaining land is in small parcels, most of which are under one acre.

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In 1989 management and operation of the remaining canal system was transferred from the Department of Administrative Services to the Department of Natural Resources. Responsibility for operations of the hydraulics maintenance and water sales was assigned to the Division of Water. The real estate sales and leasing became the responsibility of the Division of Real Estate and Land Management.

2009 brought changes again to the administration of the canal lands. Responsibility for operational management of the canal lands, including real estate sales and leasing, was transferred to the Division of Parks & Recreation. The Division of Soil & Water Conservation retained responsibility for water sales and leases. Hydraulic operations were transferred to the Division of Engineering.

Miami-Erie Canal Today

Of the Miami & Erie Canal's 250 miles that once connected Lake Erie with the Ohio River, approximately 75 miles still remain in state ownership. The largest watered section (44 miles) is located along the Loramie Summit extending from Loramie Creek in Shelby County to Jennings Creek north of Delphos in Allen County. The hydraulics in this section are maintained by Division of Parks & Recreation employees working out of the St. Marys field office.

Another major section of the Miami & Erie Canal is located south of Newport in Shelby County. With the exception of stormwater, the hydraulics are no longer functioning in this section of the canal. In it's current condition, the canal towpath has the potential of being developed into a scenic hiking trail.

Approximately seven miles of watered canal along the Maumee River in Defiance and Henry Counties is under the jurisdiction of the Division of Parks and Recreation.

The Buckeye Trail and The North Country Trail are located on, or near, the towpath from Lucas County to Miami County.

In addition to these major sections, the state still maintains title to hundreds of small tracts of land along the canal and its feeders, most of which are less than one acre. Over the last 80 years, the administrators of the canal lands have sold to private interests, or transferred to other state agencies or historical groups the majority of the original canal land.

The Department of Natural Resources understands the significance of this section of canal land to the local heritage. The department is currently working with local communities and interest groups to develop a long-range strategy for preserving and developing this important heritage corridor.

Ohio-Erie Canal Today

Like its sister canal, the remaining watered section of the Ohio & Erie Canal are located on the summit. The Ohio & Erie Canal is maintained, to this day, as a water supply for local industries. After the flood, a few sections of the canal continued in use hauling cargo to local industries.

The section of the Ohio & Erie Canal from Brecksville Dam (northern Summit Co.) to Rockside Road (southern Cuyahoga Co.) was transferred to the National Park Service in 1989 as part of the Cuyahoga National Recreational Area.

A lease on the canal lands from the Cuyahoga National Recreational Area to the terminus of the canal has been executed with the Cleveland Metro Parks. Metro Parks manages the adjacent real estate and is developing the corridor into the Ohio & Erie Canal Reservation.

The section of the Ohio & Erie Canal still owned and maintained by the Division of Parks & Recreation in southern Summit is referred to as the watered section. This section runs from the north end of Summit Lake south to Barberton, a distance of about 12 miles. Included in this section is the feeder canal from the Tuscarawas River and the hydraulics at the Portage Lakes.

The Ohio & Erie Canal is maintained from Akron by Division of Parks & Recreation employees. Like its sister canal, the Ohio & Erie Canal carries a large amount of stormwater. The canals were not designed to accommodate this great influx of stormwater. Most of the siltation and erosion problems experienced today are the result of stormwater inappropriately piped into the canals over the years.

In late 1996, the canal from Zoar to Cleveland was designated a National Heritage Corridor. This

designation was brought about through the efforts of many communities, civic organizations, businesses and individuals working in partnership. The Department of Natural Resources is working with numerous local communities and organizations to assure the continued development of the Ohio & Erie Canal.

Reference -- "*A Photo Album of Ohio's Canal Era, 1825-1913*", Revised Edition. by Jack Gieck, Introduction by George Knepper, 1992

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By LEE NEWCOMER

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Perhaps the most important event in the early history of northwestern Ohio was the opening, in 1843, of the Wabash and Erie Canal from Toledo to Lafayette, Indiana. During the brief period between that date and the coming of the railroads, this canal was responsible for opening up a large and important agricultural area. Immigrants from the East poured into the Maumee Valley; farms were cleared; and towns and cities sprang up. In the decade following 1843, the amount of corn shipped from Toledo rose from a comparatively insignificant amount to millions of bushels. For a time, Toledo became the chief port in the United States for the shipment of corn.¹ The influence of the Wabash and Erie Canal on the development of the Maumee region is of great significance. An historical study of the development of the Wabash and Erie Canal reveals a multitude of difficulties such as local jealousies, disease and epidemic, labor troubles, financial difficulties, and problems of sanitation. It is the purpose of this paper to discuss some of these non-technical difficulties which were encountered and overcome in the construction of this canal.

For several years prior to 1827, Indiana had contemplated building a waterway to connect the Maumee with the Wabash River. On March 2, of that year, the state secured from Congress a handsome grant of land to help in financing the projected improvement. This federal aid consisted of alternate sections for five miles on each side of a canal that would connect navigable points on the two rivers. Indiana accepted the land grant, but soon found that any navigable canal that was built would have to be extended down the Maumee River through

¹ Elbert J. Benton. *The Wabash Trade Route in the Development of the Old Northwest*, John Hopkins University Studies (Baltimore, 1903), Ser. XXI, nos. 1-2, p. 99.

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Ohio's territory. Accordingly, a conference was held in 1829 between representatives of the two states. The agreement reached at this meeting provided that Ohio should undertake that part of the work within her borders and in return receive a proportionate share of the federal land grant. Indiana assented to the proposal and Congress accepted the transfer of a part of the land grant. For some time, however, the Ohio Legislature delayed in taking action but it finally also ratified the agreement.²

Nevertheless, Ohio hesitated long before she actually began work. It was argued by some that the proposed canal would compete with the Miami Canal, the Ohio Canal, and even draw trade from the National Road.³ Indiana kept urging her neighbor State to begin construction. By 1835, Indiana had completed a considerable part of her section of the canal but it was of very little value since it had no outlet to Lake Erie. It appeared to be to Ohio's advantage to commence digging her portion of the canal immediately. Friends of the waterway pointed out the fact that Indiana was likely to abandon her canal program and concentrate on a system of railroads if Ohio did not begin work soon on the Wabash and Erie.⁴

Ohio, however, was confronted by an obstacle in the form of a boundary dispute with Michigan. It was the rivalry over Toledo Bay and the terminus of the canal that gave to the Ohio-Michigan "war" its intensity. Ohio would not begin construction until she was certain that the entire length of the canal would lie within her borders. In a letter to Indiana, the Board of Canal Commissioners asserted that "we cannot consent to terminate this canal in a neighboring territory or state nor in such a manner that the important commercial emporium consequent upon the improvement may in any event grow up under foreign jurisdiction."⁵

Two years later, after the boundary dispute was out of the

² Ohio, *Joint Resolution Relative to the Construction and Maintenance of the Wabash and Erie Canal*, February 21, 1871.

³ Report of the Board of Canal Commissioners, December 26, 1833, in the collection of documents relating to the Ohio canals in the Archives Division of the Library of the Ohio State Archaeological and Historical Society at Columbus. Hereafter, this collection will be cited as Canal MSS.

⁴ Letter, Canal Commissioners of Indiana to Canal Commissioners of Ohio, June 16 1835, Canal MSS.

⁵ July 26, 1835, *ibid.*



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way, Ohio finally began work on the canal. By the end of 1837, contracts had been let for the construction of the entire line from Toledo to Indiana. At this time, conditions were favorable for the work since there was an abundance of labor available due to the suspension of much business in the East.⁶

As preparations for the canal were going on, the spirit of speculation raged in the Maumee Valley. Although the country was as yet sparsely populated, villages were laid out and cities planned. People in the towns along the route saw a rosy future opening up before them. The prospects for Toledo were bright. When all the canals contemplated by Ohio, Indiana, and Illinois were completed, Toledo would become the center of over one thousand miles of inland navigation. It would be the chief city in the West.⁷ In 1837, the editor of the *Maumee Express* pictured the future effects of the new canal as follows: "A new empire will be opened to the gaze of the admiring world. A new era will commence in agriculture, in the occupation of a soil of untold fertility, by a free, an enlightened, and a happy people. Commerce will learn a new lesson in this vast field of national intercommunication. The arts and sciences will flourish."⁸

Several difficulties were encountered in fixing the exact location of the canal route. In the first place, there was the question as to whether it should end at the foot of the rapids of the Maumee or whether it should be carried a few miles farther to Manhattan on Toledo Bay. Many persons thought that it was unnecessary to extend a canal alongside the river from the rapids to Toledo. Of course the citizens of Maumee City wanted it to terminate at the rapids. That would make their town a great lake port. For several years, the newspapers of Toledo and Maumee carried on a lively dispute over the relative advantages of their respective locations as a terminus for the canal.⁹

This rivalry was settled in 1837 by a report of the chief engineer. Because of some uncertainty in regard to the naviga-

⁶ "Report of Board of Public Works," *Ohio Executive Documents, 1838, 7*.

⁷ *Toledo Gazette*, November 12, 1836.

⁸ *Maumee Express*, June 3.

⁹ See *Toledo Gazette*, July 20, 1836; *Maumee Express*, April 29, 1837.

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tion of lake vessels on the lower Maumee, he advised the continuation of the canal to Manhattan, just below Toledo. This view prevailed and the canal line was extended to the bay.¹⁰

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A typical question connected with the specific location of the canal route concerned the little village of Gilead in Wood County. According to the engineers, it would prove cheaper to construct the Wabash and Erie on the north bank of the river. However, Gilead protested. The town was on the south bank and would lose commerce, water power, and similar privileges if the canal were not built on its side of the river. When the controversy was finally settled, Gilead lost the canal. The route ran along the opposite bank of the river.¹¹

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In 1837, Gilead protested again. This time the engineers had proposed the construction of a feeder dam across the river at the head of the rapids. To do this, it would be necessary to buy considerable land on the Gilead side of the river. Satisfactory arrangements for this purchase could not be carried out. The village was opposed to a dam at that point because it would have meant the destruction of part of the town by backwater. It was not until 1844 that this question was definitely settled. In that year, it was decided to construct the proposed dam farther upstream so as not to interfere with the citizens of Gilead.¹²

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The Wabash and Erie was for size and strength superior to any other canal in the State. It had almost three times the capacity of the Ohio Canal. Consequently, it proved to be comparatively expensive to build. Yet, there does not seem to have been the profligate expenditure of money on this canal that was claimed by some at the time. The whole line was placed under contract to the lowest responsible bidders. Bids were invited by advertisements in a large number of newspapers in both Ohio and neighboring states. As it turned out, many contractors took work at lower prices than were justified by the circumstances. In the years from 1838 to 1841, a number of contracts were abandoned and had to be relet. Most of these failures were due to the high cost of provisions and labor which prevailed during

¹⁰ "Report of Committee on Canals," *Ohio House Journal*, 1837-38, 8 (Appendix).

¹¹ "Report of the Board of Public Works," *ibid.*, 8-9.

¹² "Report of Board of Public Works," *Ohio Ex. Docs.*, 1843, 1-2.

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most of this time. In all probability, more money was lost by the unfortunate contractors than was gained by the more successful ones. The canal cost a good deal to build, but, in the opinion of the Board of Public Works, it could not have been constructed for much less.¹³

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Labor for use on the Wabash and Erie was recruited from two sources, local inhabitants and immigrants. It is impossible to determine the percentage contributed by each source but it seems probable that most of the unskilled workers on this canal were Irish immigrants.

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Wages were generally high. The reports of the Board of Public Works during this period frequently refer to the high cost of labor because of the competition of other public works in the western states. Whenever a section of the canal was put under construction, there was a general advance in the price of labor and provisions in that vicinity. This increased the cost of the canal and constituted one of the factors which caused many contractors to lose money.¹⁴

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The laborers were paid by the contractors and not by the State. At times disagreements arose over the payments. A few employers were dishonest and absconded, leaving their workers unpaid. This lack of integrity brought some sections of the canal into disrepute.¹⁵ Nevertheless, when laborers failed to receive their pay, the fault usually lay not with their employers, but with the State. Payments by the State on contracts were usually slow. For several months in 1839, workers were paid with Michigan "wild-cat" bills because of lack of funds. This currency depreciated rapidly and caused a great deal of distress to all concerned.¹⁶

Numerous complaints came to the State officials from contractors who were not receiving their payments. One agent on the Wabash and Erie wrote in 1838 that construction was at a standstill. Men could not be hired, he said, because those who

¹³ *Ibid.*, 1842, 18-19.

¹⁴ Letter, F. D. Cochran to W. Kenedy, September 28, 1838, Canal MSS.; Samuel Hasbeor to Alfred Kelly, February 7, 1829, *ibid.*

¹⁵ "Report of Canal Commissioners," *Journal of the Senate of Ohio*, 1826, 125.

¹⁶ Clark Waggoner, ed., *History of the City of Toledo and Lucas County, Ohio*, (New York, 1888), 595.

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had been working had not been paid for several months.¹⁷ Situations such as this were common much of the time. In a report a few years later, the Board of Public Works stated that for the past fifteen months no money had been available with which to pay the canal contractors.¹⁸

Notwithstanding these financial difficulties, the work of constructing the canal went on. When money was not to be had, promises were made to the laborers. Sometimes, when a contractor was hard-pressed to keep his men on the job, he would offer a keg of whiskey as an inducement to continue work.¹⁹

The Irish canal-laborers lived in camps along the construction line. When a considerable number of men were working on one section, their lines of huts would often resemble the barracks of a fortified post. The Irish digger's chief means of recreation seemed to consist of Sunday drinking carousals and fights. Picks, shovels, clubs, and stones were used freely in these encounters and broken heads resulted frequently.

A great deal of this turbulence was caused by excessive drinking. Indeed, a propensity for ardent spirits seemed to be the Irishman's chief vice. Several factors favored a large per capita consumption of liquor by the canal laborer. In the first place, whiskey was cheap. The best quality cost little and inferior grades could be purchased by even the poorest Irishman. Furthermore, canal contractors of the period often provided their workers with alcoholic beverages. A barrel or two of whiskey would be supplied periodically in the hope of getting more work out of the men.²⁰

Although the canal worker probably drank more whiskey than was necessary for medicinal purposes, one reason for its wide use was a preventive against disease. Sickness among the laborers took a terrible toll of life. Country which is today quite healthy was then just the opposite. This was particularly true of the Maumee Valley and the near-by notorious Black Swamp.

¹⁷ Letter, Oscar White to William Wall, September 15, 1838, Canal MSS.

¹⁸ *Ohio Ex. Docs.*, 1843, 19.

¹⁹ "Receipts of Laborers, 1830," Canal MSS.

²⁰ *Ibid.*

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Contemporary letters from the Maumee district are full of references to sickness.²¹

This prevalence of disease was caused largely by the many swamps and bodies of stagnate water. Morasses and marshes, small lakes and ponds dotted the woods. In places where the canal was not dug but was made by piling up embankments, water would trickle through these walls and gradually flood the surrounding lowlands. Mosquitoes and malaria were notoriously bad throughout the river bottoms, and flat lands. The sun was unable to penetrate the deep foliage down to the swamps and drowned woodlands. During the summer months, the Six Mile Reservoir west of Defiance frequently became little more than a stagnate frog pond. It contributed its share to the prevailing sickliness of the region.

As a result of these conditions, epidemics of smallpox, typhoid, pneumonia, and other diseases frequently ravaged the Maumee Valley. During certain seasons of the year, the ague was very common. Cholera was particularly bad at Toledo in some years.²² It was reported in 1839 that contractors on the canal were operating under unusually difficult conditions because of recurrent epidemics among the workers.²³ Both the Maumee and the Wabash Valleys acquired an unenviable reputation in this respect. Travelers considered themselves fortunate to get through the region without illness.²⁴

The shanties which quartered the laborers were generally unsanitary and the men fell easy victims to epidemics. At regular intervals, a doctor would ordinarily make his rounds of the camp handing out quinine, calomel, and blue mass. Whiskey was used without stint as a protection against malaria. Every few hours during the day, a boy would pass along the line of diggings and give to each man his "jigger full" of whiskey. Still, even the most vigorous were not immune from the fevers, and, notwithstanding all the precautions taken, a great many of the workers died.

²¹ See Canal MSS.

²² "Report on Northern Division of Miami and Erie Canal," 1852, Canal MSS.

²³ "Report of Board of Public Works," *Ohio Ex. Docs.*, 1889, 14.

²⁴ Richard Beste, *The Wabash, or Adventures of an English Gentleman's Family in the Interior of America* (London, 1835), II, 220.

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The unhealthful nature of the Maumee Valley made it difficult at times to secure men for the construction gangs. During the summer months, laborers often left the canal to avoid danger of sickness. In some years construction proceeded very slowly because workers, through fear of disease, had kept clear of the region altogether.²⁵ In 1838, a contractor wrote from Maumee City that "here in truth almost everybody is sick and hands are very scarce." In order to secure more laborers, he had "caused a notice to be published editorially in the Maumee *Express* for 2000 hands with a request that other papers in the vicinity of a surplus laboring population would give it an insertion and it has been noticed by nearly all the Eastern papers."²⁶

The Catholic population of Toledo at this time was composed mainly of immigrants who had come to Ohio to work on the canal. Most of these were Irish, although some Germans were included in the group. Catholic priests, working among their people, attempted to improve the social and moral conditions in the construction camps. They were, however, severely handicapped in their efforts by lack of numbers. It often happened that the Catholic laborer on the canal would not see a priest for months at a time. During these years, few were available for work on the frontier and along the canals.²⁷

In 1841, the first definite step was taken toward permanent Catholic work in the Maumee area. Father Rappe was sent to northern Ohio in that year. His parish extended west from Toledo to Indiana and as far south as Allen County. Father Rappe found a difficult task before him. Intemperance was a special vice of the canal workmen. Too often the laborer spent his hard earned money on drink instead of on his family. In addition to the problem of liquor, there was the dreaded "Maumee fever" to cope with.²⁸

Father Rappe worked hard in organizing parish and temperance societies. In 1846, he was joined by another priest who came to aid him in the fight against whiskey and disease. At that time, the outlook at Toledo was anything but hopeful. "At

²⁵ Letter, Oscar White to William Wall, September 15, 1838, Canal MSS.

²⁶ *Ibid.*

²⁷ *Catholic Almanac*, 1833, 32.

²⁸ Waggoner, *History of Toledo*, 595.

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certain seasons," wrote the new priest, "it was almost impossible to meet a healthy looking person, and frequently entire families were sick and unable to help one another. Apart from the dread malarial fever, we were occasionally visited by such epidemics as erysipelas, and towards the end of 1847 we saw the ship fever emigrants landing on the docks to die among strangers within a few hours after arrival." 29

Many difficulties were encountered in building the Wabash and Erie Canal. Yet, despite the obstacles of local jealousy, financial problems, and disease, the work of construction steadily progressed. By 1843, the Ohio section of the waterway was completed. On July 4 of that year, the canal was opened for navigation from Toledo to Lafayette.³⁰ A great celebration was held at Fort Wayne as part of the festivities. Cannons were fired, bonfires lighted, and speakers proclaimed the arrival of a new day for the Maumee Valley. The future history of that section of Ohio was to prove the validity of their predictions.

²⁹ *Ibid.*, 595-6.

³⁰ Two years later, in 1845, the Miami and Erie Canal was completed from Cincinnati to its junction with the Wabash and Erie in Paulding County, Ohio.

Canals

During the late 1810s, Governor Thomas Worthington and Governor Ethan Allen Brown both supported internal improvements, especially canals. Both men believed that Ohioans needed quick and easy access to the Ohio River and to Lake Erie if they were to profit financially. Farmers and business owners would be able to transport their products much more easily and cheaply with canals rather than turnpikes. Canals would also hopefully open up new markets for Ohio goods.

In 1820, Brown convinced the Ohio legislature to establish the Ohio Canal Commission. Its purpose was to hire an engineer to survey a route for a canal that would connect Lake Erie with the Ohio River. The formation of the board was conditioned on the United States government either donating or selling land to the Ohio government for the canal. The United States government refused, and the Ohio Canal Commission did not complete a survey.

In 1822, the Ohio legislature realized the importance of internal improvements and created a new Ohio Canal Commission. The Commission hired James Geddes, an engineer who had worked on the Erie Canal in New York, to determine the best routes available for a canal from the Ohio River to Lake Erie. Geddes proposed three routes. The first ran along the Miami and Maumee Rivers in western Ohio; the second included the Scioto and Sandusky Rivers in central Ohio; and the final route included the Muskingum and Cuyahoga Rivers in eastern Ohio. The Canal Commission eventually recommended a route starting at Lake Erie, passing through the Cuyahoga Valley, the Muskingum Valley, the Licking Valley, and then to the Ohio River along the Scioto Valley. In essence, this first proposed route included a combination of the central and eastern Ohio routes. The Commission also recommended a western route along the Miami and Maumee Valleys. In 1825, the Ohio legislature approved both routes, and work began immediately. On July 4, 1825, at Licking Summit just south of Newark, Ohio Governor Jeremiah Morrow and New York Governor De Witt Clinton, the man most responsible for New York's Erie Canal, turned over the first shovels of dirt of what would become the Ohio and Erie Canal. On July 21, work began at Middletown on the western canal route. This canal became known as the Miami and Erie Canal.

To finance the canals, the Ohio government relied on loans. The legislature established a Canal Fund Commission to regulate the costs of and the securing of money for the canals. Ohio received its initial loan for construction of the canals from bankers and businessmen living along the East Coast. The initial loan was for 400,000 dollars. The canal commissioners estimated that the Ohio and Erie Canal would cost approximately 2.3 million dollars, while the Miami and Erie would cost 2.9 million. Once construction was completed, the canals combined actually cost 41 million dollars, 25 million dollars of which was interest on loans. The Ohio and Erie Canal cost approximately ten thousand dollars per mile to complete, and the Miami and Erie Canal cost roughly twelve thousand dollars per mile to finish. The canals nearly bankrupted the state government, but they allowed Ohioans to prosper beginning in the 1830s all the way to the Civil War.

Canal construction went quickly but not easily. At the peak of construction, more than four thousand workers were laboring on the canals. Private businesses bid on portions of the canals. The state usually accepted the least expensive bids. Once the trench for the canal was dug, workers usually lined it with sandstone. Canal locks also usually consisted of sandstone lined with wood, but sometimes workers made the locks exclusively from wood. The submerged wood would swell, making a waterproof barrier. Workers generally earned thirty cents per day plus room and board. A typical day began at sunrise and did not end until sunset. While thirty cents per day seems a poor wage in modern money, it was attractive to numerous people. Many recent immigrants to the United States, especially the Irish, survived thanks to jobs on the canals. Other people, like the residents of the communal society at Zoar, also helped construct canals to assist the survival of their community. Many of Ohio's communities today, including Akron, began as towns for the canal workers.

By 1833, the Ohio and Erie Canal was complete. The Miami and Erie Canal would take an additional twelve years to finish, because the state legislature only originally authorized its completion from Cincinnati to just north of Dayton. In 1830, the Ohio legislature earmarked funds for the Miami and Erie Canal's extension to Defiance and Lake Erie. Once completed, thirty-three of Ohio's eighty-eight counties either had portions of canals running through them or quarries to mine rock for construction.

Once completed, the canals still faced numerous difficulties. Flooding could do serious damage to the locks, walls, and towpaths, requiring extensive repairs. Especially in northern Ohio, cold weather would cause the canals to freeze, also causing damage. Usually canals in the northern half of the state were drained dry from November to April. During the winter months, workers would repair any damage that occurred during the earlier part of the year. In southern Ohio, canals generally stayed open the entire year.

The difficulties Ohioans faced with the canals paled in comparison to the advantages that they garnered. Most importantly, the cost to ship goods from the East Coast to Ohio and vice versa declined tremendously from 125 dollars per ton of goods to twenty-five dollars per ton of goods. It took eighty hours to travel from Cleveland to Portsmouth along the Ohio and Erie Canal. While horseback was much quicker, it also cost a great deal more. The cost on the canal boat was \$1.70 per person.

Most canals remained in operation in Ohio until the late 1800s. There is a short stretch in the Muskingum Valley near Zanesville still in operation today. By the 1850s, however, canals were losing business to the railroads. Railroads had several advantages over the canals, which made the railroads much more popular. While railroads cost more to ship people and goods, they could deliver people and items much more quickly than the canals. Railroads also were not limited by a water source like canals were. As a result of these advantages, railroads quickly supplanted the canals.



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R.Squared Communications.

red and thirty-four (\$134) dollars, it is ordered that the Sheriff cut, of the money in his hands, pay:-

First:- To the Treasurer of this county the taxes, penalty and interest against said property, to-wit:- The sum of four and 79/100 Dollars.

Second:- The costs of this action taxed at sixty-seven and 60/100 Dollars.

Third:- To the plaintiff, Tra H. Crum, as Guardian, the balance of said purchase price, to-wit:- the sum of sixty-one and 61/100.

APRIL TERM, 1895
State of Ohio, Franklin County, SS:-

At a Court of Common Pleas of the Third Subdivision of the Fifth Judicial District of the State of Ohio, begun and held at the Court House in the City of Columbus within and for said County on the 8th day of April in the year of our Lord one thousand eight hundred and ninety-five before His Honor Thomas Duncan, Judge there were among others the following proceedings, to-wit:-

Franklin County Common Pleas Court

State of Ohio,
Plaintiff,
vs.
The L.S. and M.S. Ry. Co.,
Defendant.

Civil Action, No. 23521.

Be it remembered that heretofore to-wit:- on the 16th day of May A.D. 1895 came the plaintiff and filed in the office of the Clerk of said Court its petition against the defendant in the words and figures following to-wit:-

Court of Common Pleas, Franklin County, Ohio.
The State of Ohio, Plaintiff, against The Lake Shore & Michigan Southern Railway Company, Defendant.

--- P E T I T I O N ---

Plaintiff says that the defendant is a corporation duly incorporated under the laws of the State of Ohio with its principal office in the City of Cleveland in said state. Plaintiff further says that it has a legal estate in and entitled to the possession of the following real estate, situate in the County of Lucas, City of Toledo and State of Ohio and bounded and described as follows, to-wit:-

A strip or parcel of land, one-hundred and twenty-four feet in width being sixty-two feet in width on each side of the center line of the tracks of the Lake Shore and Michigan Southern Railway Company's Railroad extending from the East rail to the Toledo St., Louis and Kansas City Railway Company's Railroad

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north-westerly, to the feet of the slops, of the westerly bank of the Miami and Erie Canal,
and being a part of the following described real estate:-

A lot at Lock No. 6 of the Wa-
bash and Erie Canal beginning at a point fifty feet at right angles from the south-east
face of the Lock Chamber wall and one chain above the head of the lock; thence North 45.3/4
East, parallel with said face of wall, five chains; thence 44-1/4 East two chains; thence
South 45-3/4 East, five chains; thence North 44-1/4 West, two chains to the place of be-
ginning containing one acre.

And plaintiff further says that the defendant unlawfully keeps it out of the possession
of said premises.

Therefore, plaintiff asks judgment for the possession of said real estate, David K. Watson,
Attorney-General and Attorney for Plaintiff, Court of Common Pleas, Franklin County, Ohio.
The State of Ohio, Plaintiff, against The Lake Shore and Michigan Southern Railway Comp-
any, Defendant.

— P R E C I P E .—

To the Clerk:-

Issue summons upon the petition in the above named case for the defendant,
the Lake Shore and Michigan Southern Railway Company, directed to the Sheriff of Cuyahoga
County, Ohio, returnable according to law. David K. Watson, Attorney-General and Atty.
for Plaintiff.

Endorsed on the back of said petition is the following to-wit:- Filed April 9, 1890,
Thec. H. Beck, Clerk, Michael Moriarty, Deputy.

And thereupon a summons was issued from the office of the Clerk of said Court directed
to the Sheriff of said County in the words and figures following to-wit:-

— S U M M O N S .—

The State of Ohio, Franklin County, vs:-
To the Sheriff of Cuyahoga County, Greeting:-

You are commanded to Notify The Lake Shore and Michigan Southern Railway Company in the
Court of Common Pleas of Franklin County, and that unless it answer by the 10th day of May
A.D. 1890 the petition of said Plaintiff against it filed in the Clerk's office of said
Court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons, on the 21st day of April A.D. 1890.
Witness my hand and the Seal of said Court this 9th day of April A.D. 1890. Thec. H.
Beck, Clerk of Court of Common Pleas of Franklin County. By M.L. Moriarty, Deputy. (SEAL).

Endorsed on the back of said summons is the following to-wit:- For Possession of Real
Estate. David K. Watson, Atty. Genl.
And afterwards to-wit: on the 14th day of April A.D. 1890 came the sheriff to whom said
summons was issued and directed who returned and filed the same with his return endorsed
thereon in the words and figures following to-wit:-

— SHERIFF'S RETURN.—

The State of Ohio, Cuyahoga County, vs:-

Received this writ 10th A.D. 1890, at 9 o'clock
A.M. And Pursuant to its command, I did on the 11th day of April 1890 serve the same on
the within named The Lake Shore and Michigan Southern Railway Company by delivering a true

and certified copy thereof to E.C. Luce, Assistant General Passenger and Ticket Agent of said Railroad Company the President or other higher officer of said Railroad Company, not found in my county.

Sheriff's Fees Service \$.30, Mileage \$.80, Copy \$.24, Return, Doc. & Postage, \$.25, Total \$1.60. E.D. Sawyer, Sheriff, M.R. Ryan, Deputy.

And afterwards to-wit: on the 19th day of April A.D. 1890 a motion was filed in the office of the clerk of said court in the words and figures following to-wit:-

In the Court of Common Pleas, Franklin County, Ohio.

The State of Ohio, Plaintiff, vs.

The Lake Shore & Michigan Southern Railway Company, Defendant, No. 23521.

--- M O T I O N T O S E E A S I D E S E R V I C E.---

The defendant in said above cause, The Lake Shore & Michigan Southern Railway Company, appearing by its attorney, E.D. Potter, Jr., solely for the purposes of this motion and not intending thereby to enter its appearance herein, moves that the Sheriff's return of service of summons be set aside, and for an order to quash the summons in said cause, for the reason that said defendant is not a resident of Franklin County, and service cannot be made upon it within Franklin County, and there is no provision of law for the service as made in said cause. E.D. Potter, Jr., Atty. for Deft. April 18, 1890.

Endorsed on the back of said motion is the following to-wit:- Filed April 19th, 1890. Theo. H. Beck, Clerk, Michael Herliary, Deputy.

And afterwards to-wit: on the 27th day of Sept. A.D. 1894.

--- D E F E R R Y.---

This cause coming on to be heard on the motion of the defendant to get aside the service of summons, was argued by counsel and submitted to the court; on consideration whereof, the court finds said motion not well taken and overrules the same, to which defendant excepts.

Leave is given the defendant to demur or file its answer within twenty days. Enter J.K. Richards, Atty. Genl.

And afterwards to-wit: on the 25th day of Oct. A.D. 1894 an answer was filed in the office of the clerk of said court which answer is missing from the files.

And afterwards to-wit: on the 30th day of Oct. A.D. 1894.

--- E N T E R Y.---

This day came the plaintiff by its attorney and requested that an order be made dismissing this action without prejudice to cause No. 23521, of the State of Ohio, vs, Lake Shore & Michigan Southern, Railway, Company, pending in this case be and the same is hereby dismissed without prejudice to the subsequent and now pending action No. 23521, Franklin Common Pleas, State of Ohio vs. The Lake Shore & Michigan Southern Railway, Company upon the payment of the costs in said cause No. 23521, by said plaintiff.

And afterwards to-wit: on the 1st day of Dec. A. D. 1894, a reply was filed in the office of the clerk of said court in the words and figures following to-wit:-

Court of Common Pleas, Franklin County, Ohio.

The State of Ohio, vs. The Lake Shore

and Michigan Southern Railway Company. No. 23,521.

--- R E P L Y T O T H E P L A I N T I F S D E M U R O F T H E A N S W E R.---

Plaintiff for a reply to the fifth defense of the answer says that it has no know-

ledge of the tr each and all of Endorsed on F. Galloway, C And afterward of the clerk of court of and Michigan S

To the spac The plaind the answer, at defenses stat Attorney-Gener Endorsed Chas. F. Gail And after of the clerk And after fice of the c Court c

Lake Shore a The plain answer defin liversed to t when the dee conveyed, an practicable. Endorse Chas. F. Gail And afte

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No, Plaintiff, vs.

ledge of the truth of the allegations contained in said defense, and therefore does deny each and all of said allegations. J.K. Richards, Attorney-General.
Endorsed on the back of said reply in the following to-wit:- Filed Dec. 1, 1894. Chas. P. Galloway, Clerk, by Jas. S. Walters, Deputy.
And afterwards to-wit: on the 1st day of Dec. A.D. 1894 a demurrer was filed in the office of the Clerk of said court in the words and figures following to-wit:-
Court of Common Pleas, Franklin County, Ohio.
The State of Ohio, vs. The Lake Shore
and Michigan Southern Railway Company, No. 23,521.

Railway Company,
his motion and
affr'n return of
said cause, for
service cannot be
the service as
fil 19th, 1890.

To the second, third, fourth, sixth, seventh and eighth defenses of the Answer.—
The plaintiff demurs to the second, third, fourth, sixth, seventh and eighth defenses of the answer, and separately to each of said defenses, for the reason that neither of said defenses states facts sufficient to constitute a defense to the petition. J.K. Richards, Attorney-General.
Endorsed on the back of said demurrer is the following to-wit:- Filed Dec. 1, 1894.

Chas. P. Galloway, Clerk, by Jas. S. Walters, Deputy.
And afterwards to-wit: on the 31st day of Jan. A.D. 1895 a motion was filed in the office of the Clerk of said court which motion is missing from the files:
And afterwards to-wit: on the 31st day of Jan. A.D. 1895 a motion was filed in the office of the Clerk of said court in the words and figures following to-wit:-
Court of Common Pleas, Franklin County, Ohio.
The State of Ohio, Plaintiff, vs. The
Lake Shore and Michigan Southern Railway Company, Defendant, No. 23,521.

As aside the ser-
sideration where-
which defendant
days. Enter J.K.
Filed in the office

The plaintiff moves the court to require the defendant to make the sixth defense of its answer definite and certain, by describing the deed which it charges was executed and delivered to the Northern Indiana Railroad Company for the premises referred to: stating by whom the deed was made, the time as near as possible, the date, description of the land conveyed, and of the contents of the deed, and the manner of execution thereof, so far as practicable. J.K. Richards, Attorney-General.
Endorsed on the back of said motion is the following to-wit:- Filed Jan. 31, 1895.

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Chas. P. Galloway, Clerk, by Jas. S. Walters, Deputy.
And afterwards to-wit:- on the 13th day of Mar. A.D. 1895.
--- N E T Y ---
This cause coming on to be heard on the motion of the plaintiff to require the defendant to make the sixth defense of its answer definite and certain, in the reports mentioned in said motion, was argued by counsel and submitted to the court.
On consideration whereof, the court sustains said motion.
Thereupon, by leave of the court, the defendant amends its said sixth defense, by withdrawing and striking out the following averment:-

* Said answering defendant has reason to believe and so charges the fact to be that a valid, good and sufficient deed for said premises was executed and delivered to said Northern Indiana Railroad Company, at or about said date, but the same has been mislaid or lost and defendant has not yet been able to

The Lake Shore

It has no know-

find the same."

And this cause coming on further to be heard on the demurrer of the plaintiff to the second, third, fourth, sixth, seventh and eighth defenses of the answer, and severally to each of said defenses, was argued by counsel and submitted to the Court.

On consideration thereof, the Court sustains said demurrer to each of the defenses of the answer mentioned, to which the defendant excepts.

And afterwards to-wit: on the 15th day of May A.D. 1895.

-- E N T R Y .--

This day came the parties by their attorney and by leave of the Court, the petition is amended by striking out the following words in the description of the real estate therein namely, " extending from the east, rail to the Toledo, St. Louis and Kansas City Railway Company's railway," and inserting the following matter, to-wit, " extending from the east line of the one acre lot hereinafter described", and by leave of the Court and consent of parties the answer and reply heretofore filed in this cause are treated as re-filed to the petition as above amended.

Whereupon this day came the plaintiff the State of Ohio, by the Attorney General, and the defendant, The Lake Shore and Michigan Southern Railway Company, by its attorney E.D. Pether Jr., and thereupon this cause came on for hearing and was heard upon the pleadings and the evidence without the intervention of a jury, the same having been waived.

On consideration thereof, the Court finds, on the issue joined, for the defendant. The Court further finds that at the time of bringing this action the said defendant, The Lake Shore and Michigan Southern Railway Company, was in the occupation and possession of all the real property described in the petition as above amended; and that it has the legal title and fee simple estate therein, and is entitled to the possession of the same; that the said plaintiff has no interest or estate in said premises, nor is it entitled to the possession of the same, or any part thereof, and that the defendant ought now to have its title and possession quieted as against the claim and demand of said plaintiff, as prayed for in the answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of The Lake Shore and Michigan Southern Railway Company to all and singular the premises described in the petition, as above amended, to-wit:-- the following real estate situated in the County of Lucas, City of Toledo, and State of Ohio, and bounded and described as follows:--

" A strip or parcel of land one hundred and twenty-four feet in width, being sixty-two feet in width on each side of the center line of the tracks of The Lake Shore and Michigan Southern Railway Company's railroad, extending from the east line of the one acre lot hereinafter described north-westerly to the foot of the slope of the westerly bank of the Miami and Erie canal and being a part of the following described real estate.

A lot at Lock six of the Vernal and Erie canal, beginning at a point fifty feet at right angles from the south-east face of the lock chamber wall and one chain above the head of the lock; thence north forty-five and three-fourths degrees east parallel with said face of wall, five chains; thence south forty and one-fourth degrees east, two chains; thence south forty-five and three-fourths degrees west five chains; thence north forty-four and one-fourth degrees west, two chains to the place of beginning, containing one acre;" be and the same are hereby quieted as against the said plaintiff and all persons claiming under it; and said plaintiff is hereby forever enjoined from setting up any claim to said strip

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or any part thereof adverse to said title and possession of said defendant, its executors, administrators, successors and assigns thereto.

It is ordered that the plaintiff pay the costs in this case taxed at \$ _____, and the costs are paid.

SEPTEMBER TERM, 1900.

State of Ohio, Franklin County, SS:-

That a Court of Common Pleas of the Third Subdivision of the Fifth Judicial District of the State of Ohio began and held at the Court House in the City of Columbus within and for said County, on the tenth day of September in the year of our Lord one thousand nine hundred before his Honor D.C. Badger, Judge, there were among others the following proceedings to-wit:-

Lida Miller,
 Plaintiff,
 vs.
 Therese G. Evans,
 et al,
 Defendants.
 CIVIL Action. No. 88841.

be it remembered that before to-wit: on the 26th day of May, A.D. 1898 came the plaintiff and filed in the office of the Clerk of said Court her petition against the defendants in the words and figures following to-wit:-
 Court of Common Pleas, Franklin County, Ohio.

Lida Miller, Plaintiff, vs. Therese G. Evans and Frank Weisend, partners doing business in Ohio under the firm name of Evans & Weisend, Defendants.

-- P E T I T I O N --

Defendants are, and were on the 25th day of November, A.D. 1897, the owners and in possession of certain premises located at the North West corner of Third Avenue and Michigan Avenue in the City of Columbus, Ohio, and on said date conducted in and upon said premises a Grocery and General Merchandise business.

Said premises consisted of a two story brick building fronting on said Third Avenue with a vacant lot immediately adjoining on the West side thereof.

On said date and for a long time prior thereto immediately adjacent to said brick building so fronting on Third Avenue as aforesaid and extending out to the edge of the pavement in front thereof, a certain hole or arroyo opened into a cellar belonging to and under and a part of said premises of said defendants.

Said sidewalk or pavement in front of said premises hereinbefore referred to, was a public sidewalk along said Third Avenue which is a public thoroughfare in said City of Columbus, Ohio, and together with said sidewalk was used by the citizens generally as such thoroughfare and was much frequented by them, being in a thickly settled portion of said city.

A traveled walk extended from said sidewalk over said vacant lot immediately west of said opening, and along and apart the same, leading to a side door, opening into said building

DBV 7 Pg 601

Continued of

1) By Mr. Winterstein with a few drawings from the period of beginning of 1837 or '8. will indicate exactly Sir's handwriting that you saw a day or two after the trial. The handwriting is so different from any to the same handwriting; I have read it with the same to the said and also give further. I hereby recommend that the title be changed to each page and written accordingly, accordingly of the greater value; Sir Arthur Mearns, the said document and hand and that it is from the hand of Sir Arthur Mearns in the year eighteen hundred and forty two.

Deputy, Sir Arthur Mearns, David Mearns, } Edward Mearns (page 2)
By A. D. Briggs. Mr. A. Briggs - } Edward Mearns (page 3)
John Mearns (page 4)
John Mearns (page 5)

State of Ohio }
County of Hamilton, }
I, Edward Mearns, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original of the within and foregoing as the same was filed in the Court of the said County of Hamilton, Ohio, on the 15th day of August, 1837.

Witness my hand and seal of office, at Cincinnati, Ohio, this 15th day of August, 1837.
Edward Mearns, Clerk of the Court.
I, James A. Briggs, Attorney at Law, do hereby certify that the within and foregoing is a true and correct copy of the original of the within and foregoing as the same was filed in the Court of the said County of Hamilton, Ohio, on the 15th day of August, 1837.
James A. Briggs, Attorney at Law.
I, James A. Briggs, Attorney at Law, do hereby certify that the within and foregoing is a true and correct copy of the original of the within and foregoing as the same was filed in the Court of the said County of Hamilton, Ohio, on the 15th day of August, 1837.
James A. Briggs, Attorney at Law.
I, James A. Briggs, Attorney at Law, do hereby certify that the within and foregoing is a true and correct copy of the original of the within and foregoing as the same was filed in the Court of the said County of Hamilton, Ohio, on the 15th day of August, 1837.
James A. Briggs, Attorney at Law.

Deeds. Chas. F. Scarborough trustee to Wm. M. Brown Bull

~~The certificate to whom these fragments shall come: (printed) Brown Co, that the Charles Brown & Edward Brown & Henry Brown & John Brown & the City of Cincinnati in the County of Hamilton and State of Ohio, do hereby certify that the within and foregoing is a true and correct copy of the original of the within and foregoing as the same was filed in the Court of the said County of Hamilton, Ohio, on the 15th day of August, 1837.~~

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Deed Richard Matt To Isaac D. Smith.

Two Indenture made the Saintfaith day of August in the year Eighteen hundred and forty six between Richard Matt of said in the County of Lucas State of Ohio of the first part and James D. Smith of the City of Buffalo in the State of New York of the second part, Witnesseth That the said party of the first part for and in consideration of the sum of Five hundred dollars to him in cash paid by the said party of the second part, the receipt whereof is hereby certified and acknowledged by me in and to be read, and duly claimed, and by these presents no more, return, nor any other claim, and the said party of the second part and he his heirs and assigns forever, the equal undivided fourth part of the equal undivided half part of the lot or part of land off from the West side of the South West quarter of section number one Township four North Range one East of range number seven (7) north the said land being situated in the County of Lucas aforesaid, together with all and singular the benefits and advantages to which the same is entitled, together with all and singular the burdens and obligations thereunto, but saving or reserving unto the said party of the first part, his heirs and assigns forever, the said party of the second part, and also all his right title interest claim, privilege and every part thereof, of the said premises, in force and to be had all and singular the aforesaid premises to the said party of the first part his heirs and assigns forever, the whole hereof the said party of the first part, has heretofore and doth hereby and doth seal the day and year first above written.

Signed and sealed in the presence of J. M. Smith, Richard Matt (Seal)

State of Ohio }
James D. Smith }
Lucas County }
I, J. M. Smith, Justice of the Peace in & for Lucas County, Ohio, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing instrument, given under my hand and the seal of this office on the 22^d day of August 1846.

Witness my hand and the seal of this office at Lucas, Ohio, this 23^d day of August 1846.
J. M. Smith, Justice of the Peace.
Received for record at Columbus, Ohio, this 23^d day of August 1846.
James H. Gray, Recorder.

Deed Sam. Adams & Co. To William To the State of Ohio.
There is all men, that William To, of the County of Lucas, Ohio, do hereby certify that the following is a true and correct copy of the original of the foregoing instrument, given under my hand and the seal of this office on the 23^d day of August 1846.
J. M. Smith, Justice of the Peace.
Received for record at Columbus, Ohio, this 23^d day of August 1846.
James H. Gray, Recorder.

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Commenced
 Commenced beginning of report by following
 of the dark chamber wall some chain above the head of the dark Marie N. 45 7/8 E.
 from the north side face of wall face chain, thence South 41 1/2 E. for 1000 ft
 thence South 45 7/8 W. face chain, thence N 40 1/2 W. the chain to the place of
 beginning continuing on same. Also a set of rocks 3. 4 ft 5 of sand bank, begin
 may at a point to the west of the north angle from South east face of the dark bank
 some chain above the head of rock. N 3 E thence N 22 1/2 W. then the north face
 of wall to the south side of river side 3 the chain roughly to the line, thence S 60 E
 Secular toward bank the chain Secular by bank thence S 42 1/2 W. the face chain
 between limits, thence S 77 1/2 W. the chain to the place of beginning, continuing
 by the lower and north face bank (also set of rock S 82 E. beginning
 of a lower side of the wall of right angles from the north face of the chain -
 face of rock No. 2. next opposite the set of said rock thence S 70 E. to the foot of
 the bank of stream creek, thence westwardly up stream creek to report from
 which a chain down S. 70 E. to the lowest point with a line thence, from the
 point of beginning, S. 83 W. 1/2 E. in circle, nearly the same as the
 above together with all the privileges and appurtenances to the same, beginning
 to have and to hold the same to the said the state of Ohio and August forever
 thence evermore, that the said be conveyed in that, free, and unincumbered
 by any set of the grantor herein. In witness whereof, the said Governor of the
 said territory, do hereunto set his hand and seal this 17th day of September
 in the year Eighteen hundred and forty two

Signed Sealed and Delivered
 in presence of John Greer, Frederick
 as to William Howe's on side
 J. W. Williams, as to W. J. Williams, Mark

J. W. Williams
 W. J. Williams
 John Greer
 Frederick

State of Ohio
 I, J. W. Williams, do hereby certify that the above and foregoing thence unincumbered
 and forever before me the Subscribed a Copy Public in Year of County, thence
 only once by the same date, this day and month, and year, and the same
 thence I had set to the grantors in the above commencing and continuing the same
 to better understand and read and give the same and perform thence unincumbered.
 that the said chain of said the said and thence I will of the said thence
 I, the said being examined by me separately and apart from the said thence
 and the contents of said deed, was the same and explained to them, before that
 they did not know the sign, seal and acknowledgment the same, and that they will
 certify the same in a book and read for the same and perform thence unincumbered.

The following entries, thence herein to subscribed my name and of
 the said
 and my Attorney Seal on the day and year last aforesaid.

Secured for Record September 29 1852 J. W. Williams, Secretary Public
 Henry Briggs, Recorder

J. W. Williams
 Henry Briggs
 Recorder

J. W. Williams
 Henry Briggs
 Recorder

J. W. Williams
 Henry Briggs
 Recorder

J. W. Williams
 Henry Briggs
 Recorder

APLIND DIV
Lucas Co. O.

W.S.I.

STATEMENT OF TITLE

TO

One acre of land in

South side of Harrison

and six bars at both

ends Toledo Ohio

FOR

No. 1321

LENDERSON & LANG,

Nos. 15 & 16 Masonic Temple,

Corner Superior and Adams Streets, TOLEDO, O.

The B. F. Wade Co., Printers, Toledo.

LENDERSON & LANG have a complete set of **Abstract Books** of all the Real Estate in the City of Toledo and Lucas County, pertaining to the Records of Deeds, Mortgages, Plats, Liens, Wills, &c., &c.; also, a full list of all existing Judgments rendered in this County, and in the United States Circuit and District Courts at Cleveland. They will furnish Abstracts or Opinions of Title with dispatch and on **Reasonable Terms.**

OLD ABSTRACT

Retired by Dicke @ D-2

11-15-10 From N&S

NOTE permit issued to
Paul Ravel to build Bridge
under construction 1953

N. Y. C. R. R. CO. with No. 81
Land & Tax Dep't. -3
Air Line Div.
Lucas Co, O

INCORPORATED IN
BANK VALLEY BANK
PHOTOGRAPHED

Plan of Tracks & Right of
Way near Tunnel at Toledo, O.

Abstract of Titles

A lot in River Street number four (4) of the United States Reserve of twelve (12) miles square at the foot of the Rapids of the Miami of Lake Erie, in the County of Lucas, and State of Ohio; at lot number six (6) of the Marshal and Erie Canal, beginning at a point fifty (50) feet at right angles from the south east face of the lock chamber wall and one (1) chain above the head of the lock, thence north $45^{\circ}\frac{3}{4}$ East parallel with said face of wall five (5) chains, thence south $44\frac{1}{4}$ East, two (2) chains, thence south $45^{\circ}\frac{3}{4}$ West, five (5) chains, thence south $44\frac{1}{4}$ West, two (2) chains, to the place of beginning, containing one (1) acre of land.

1. Martin Bann, by
Assistant Register } Whereas at a session of the
Supreme Court of Michigan
To in chancery, held at
William Oliver } Detroit, Jan'y 2 1828, it was

adjudged and decreed by said Court in a certain cause there depending, between William Oliver, complainant; and Martin Bann, that the whole of the mortgage premises mentioned and set forth in the Readings in this Court be sold by the Register of said Supreme Court in chancery, in pursuance, Quiclipan, said Register giving six weeks notice of the time and place of such sale, in the Quiclipan

Sentinel, printed at Monroe. And whereas Charles
W. Whipple, Assistant Register in pursuance of the
order and decree of said Court did sell, Sept. 17
1828, at public auction at the Court House
in Monroe, said mortgaged premises hereinafter
described, having first given said notice, at
which sale said premises were struck off to
William Oliver for \$1856, it being the highest
sum bidden for the same. Now, therefore, in
order to carry into effect said sale, in pur-
suance of the decree of said Court, and in
consideration of the premises and \$1856, Charles
W. Whipple, Assistant Register of the Supreme
Court of Michigan, sitting in Chancery, and at
present vested with the powers of Register of
said Court, as appears by an order entered on
the records of said Court, conveys to William
Oliver and to his heirs and assigns forever,
all that tract of land in Erie Township, Monroe
County, Michigan, and in the United States
Reservation of 12 miles square, at the foot of the
Rapids of the Miami of Lake Erie, as numbered
and sold by the United States at Proctor,
Ohio, in 1817, to wit: River Tracts nos. 3rd and 4
on the West side of said Miami River and
other property, by Deed, dated Sept. 11 1828. Two wit-
nesses, seal and scroll, acknowledged Sept. 11
1828 before B. F. Withersell, Justice of the Peace,
Wayne County, Michigan. Recorded Sept. 17 1828
in Monroe County, Michigan. See Transcript,
page 29.

2.

William Oliver and } Power of Attorney, dated
 Eliza, his wife, } Jan'y. 19 1831. William
 H. S. Cole } Oliver and Eliza, his wife,
 } appoint H. S. Cole, their
 true and lawful Attorney
 for them and in their names to make, execute,
 seal and acknowledge and as their act
 deliver all such deeds as shall be necessary
 and proper to transfer and convey to the
 University of Michigan, or to the Trustees of said
 University River tract No. 4, containing 143²⁵
 acres, and other property. Two witnesses,
 two seals and two scrolls, acknowledged
 Jan'y. 10 1831 before Isaac G. Bennett, Mayor,
 Vincennes, seal. I have examined separate
 and apart from her husband and contents
 made known, declared that she signed
 voluntarily and was still satisfied there-
 with. Recorded Nov. 1 1834 in Monroe County,
 Michigan Records. See Manuscript, page 215.

3.

William Oliver and } Quit Claim Deed, dated
 Eliza, his wife, by } Feby. 7 1831. Consideration
 H. S. Cole, Attorney } \$1000. Honey River tract
 } No. 4, containing 143²⁵
 } acres, more or less, and
 } other property. Granted
 } by Henry S. Cole, then
 } attorney, signs with two
 } seals and two scrolls, in the presence of
 } two witnesses, acknowledged Feby. — 1831 by

said Attorney for said Grantors, before A. S. Porter, Notary Public, Wayne County, Michigan Recorded Nov. 1 1834 in Monroe County, Michigan Records. See Transcript, page 214.

4. William Oliver and } Warranty Deeds (Against
Eliza, his wife, } parties claiming bys from
To } or under them, themselves
Philander Raymond } or assigns) dated May 2
Heirs and assigns. } 1836. Consideration \$2000.

Levey an undivided $\frac{1}{3}$ part of tracts 3 and 4, excepting 10 acres at the North East corner of tract 3, to be located by said Oliver, and other property.

In consideration of \$100 Eliza Oliver, wife releases dower. Two witnesses, two seals and two scrolls, acknowledged May 2 1836 before Henry Rockey, Notary Public, Hamilton County, Ohio, seal. Wife Examined separate and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied therewith. Recorded May 28 1836 in Volume 1 of Deeds, page 161.

5 Philander Raymond } Warranty Deed, dated
and wife, } Nov. 8 1836. Consideration
To } *8500. Leveys 32 acres
Elisha Whittlesey } in common and undi-
Heirs and assigns. } vided in said tracts
3 and 4 and other proper-
ty, in trust for Edward Wade $\frac{2}{5}$, John W.

May 15. And Eliza Whittbery and Eben Weston
2/5. In consideration of \$120 Mary B. Raymond,
wife, releaseth down. Two witnesses, two seals
and two seals, acknowledged ser. 8 1836 before
Walter Bailey, Justice of the Peace, Calhoun
County Ohio. Wife examined separate and
apart from her husband and contents made
known declared that she signed voluntarily
and was still satisfied therewith. Recorded
ser. 30 1836 in Volume 2 of Deeds, page 73.

6. The Trustees of the
University of Michigan,
do
William Oliver
Heirs and assigns } Quit Blaine Deed dated
May 5 1837. Considera-
tion \$5000. Loney
tracts 3 and 4 in the
12 mile Reservation at the
foot of the Rapids of the
Miamis River, near Toledo, pursuant to a contract
between the parties, dated Oct. 25 1834, and other
property. Signed by A. C. King, President pro-tem,
and G. Matt Williams Secretary, corporate seal
attached in the presence of two witnesses, ac-
knowledged May 5 1837 before A. S. Goyck, Notary
Public, Wayne County Michigan, real. Recorded
May 8 1837 in Volume 2 of Deeds, page 237.
The should be inserted in the index.

7. Philander Raymond.
and Mary B. his wife, } Marmary Deed, dated May
19 1837. Consideration
\$10000. Loney one undivided
Daniel Leaveling } ad vestry front part of
Heirs and assigns. } 3 and 4 (excepting 10 acres at

the North East corner of tract 3, to be located by William Oliver) in the 12 mile Reservation, at the foot of the Rapids of the Miami of Lake Erie, and other property. Three witnesses, two seals and two scrolls, acknowledged May 19 1837 before S. L. Russell, Justice of the Peace, Wyandoga County Ohio. Wife examined separate and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied therewith. Recorded July 3 1837 in Volume 3 of Deeds, page 91.

8. Daniel Cushing } Maranty Deed, dated April
To } 7 1838. Consideration \$8500.
Erastus Cushing } conveyance undivided $\frac{1}{64}$
Heirs and assigns. } part of tracts 3 and 4.

Excepting 10 acres at the North East corner of tract 3, to be located by William Oliver.) and other property in the 12 mile Reservation at the foot of the Rapids of the Miami of Lake Erie. Two witnesses, seal and scrolls, acknowledged April 30 1838 before Gordon Fitch, Justice of the Peace, Wyandoga County Ohio. Recorded May 7 1838 in Volume 3 of Deeds, page 347.

9. Philander Raymond } Maranty Deed, dated July
and Mary B., his wife } 30 1838. Consideration
To } \$17000. conveyance undivided
Ora H. Knapp, } parts of River Tracts 3 and
Heirs and assigns. } 4 Excepting 10 acres at

the north east corner of tract 3 seemed to and to be located by William Oliver) and other property in the 1/2 mile recreation at the foot of the Rapids of the Miami of Lake Erie. Two witnesses, two seals and two scrolls, acknowledged July 30 1838 before George A. Benedict's Notary Public, Seneca County Ohio; seal. Dife examined separate and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied therewith. Recorded Aug. 2 1838 in Volume 3 of Deeds, page 571.

10
Philander Raymond
and Mary E. his wife,

Edmond Noble
heirs and assigns.

Warranty Deed, (against
persons claiming by,
through or under him)

dated July 14 1838.

Consideration \$1000 money
all that remains to me

of the undivided 1/3 part of tracts 3 and 4 excepting 10 acres at the North East corner of tract 3 reserved to William Oliver, after having deeded to Ora A. Shaffer 66 acres in common and undivided in said tracts and to Shelia Plittberg in trust; 32 acres in common and undivided therein, and to David Quailing 12 1/2 acres in common and undivided, and other property. Two witnesses, two seals and two scrolls, acknowledged July 14 1838 before Charles Bailey, Justice of the Peace Seneca County Ohio. Dife examined separate and apart from her husband and contents made known, declared that she

signed voluntarily and was still satisfied with
with. Recorded Aug 2 1838 in Volume 3 of Deeds,
page 575.

11. William Oliver and
Eliza, his wife,
To
Micajah S. Williams
Heir and assigns.

Quit Claim Deed, dated Feb.
6 1839. Consideration \$100.
Conveys the equal undivided
1/5 part of Tracts 3 and 4
(excepting 10 acres off the
North East corner of tract
3), and other property in the 12 mile square
reservation at the foot of the Rapids of the
Miami of Lake Erie. Two witnesses, two seals
and two scrolls, acknowledged Feb. 6 1839
before Thomas Wood, Justice of the Peace, Frank
lin County Ohio. Eliza Oliver, examined separate
and apart from her husband and contents
made known, declared that she signed voluntar-
ily and was still satisfied therewith.
Official character of Officer certified to by Lyne
Starling Jr., Clerk Franklin County Ohio, seal.
Recorded May 25 1839 in Volume 4 of Deeds, page 445.

12. Ora H. Knapp
To
Horace Wilder
Heirs and assigns

Warranty Deed, dated Nov. 24
1838. Consideration \$4000.
Conveys the Und. 1/24 part
of River Tracts 3 and 4
Excepting 10 acres in the
North East corner of tract 3, and other property,
in the 12 mile square Reservation at the foot
of the Rapids of the Miami of Lake Erie, in

Port Lawrence Cornwallis, Quebec County Ohio, in
test that in case said Murphy shall fail
to pay a note given by himself and endors-
ed by Elisha Whittney and Henry Keyes
for \$4000. to the Erie & E. Insurance and Canal
Company. said grantee shall make sale of the
whole or a part of said premises for the pur-
pose of paying the sum due on said notes,
and that in case of the payment of said notes
by said Murphy, said grantee shall reconvey
said premises to said Murphy, or his heirs or
assignes. In witness, seal and scroll, as=
knownget ser. 24 1838 before Samuel M. Davis,
Mayor, Leisvinnette, Hamilton County Ohio, seal.
Recorded March 1 1844 in Volume 9 of Deeds, page 159.

13

William Oliver and
Elior, his wife,
Wm. S. Williams and
Annah's, his wife,
to

The State of Ohio

Deed, dated Sept. 17 1842
Reconsideration #122
convey to the State
of Ohio, to be used
as hydraulic sites, and
assigne forever, the
following real estate

lying and being in tracts lands and part
of the 12 miles square reserve at the foot
of the Rapids of the Miami of Lake Erie, in
the County of Lucas and State of Ohio, orig-
inal at lot No. 6 of the Gravel and Lime Canal
beginning at a point 57 feet at right angles
the S. E. face of the lock chamber wall, a
one chain above the head of the lock.

N. $45\frac{3}{4}^{\circ}$ East parallel with said face,
5 chains, thence S. $44\frac{1}{4}^{\circ}$ E. 2 chains, thence
 $45\frac{3}{4}^{\circ}$ W. 5 chains, thence N. $44\frac{1}{4}^{\circ}$ W. 2 chains
to the place of beginning, containing one acre.
Also a lot at locks 3, 4 and 5 of said Canal, be-
ginning at a point 47 feet at right angles from
the South East face of the lock wall and
one chain above the head of lock No. 5 thence
N. $42\frac{3}{4}^{\circ}$ E. parallel with said face of wall to
the Toledo side cut below lock No. 3, 10 chains
and 86 links, thence S. 89° E. on said Canal,
bank 27⁶ chains, thence S. $42\frac{3}{4}^{\circ}$ W. 12⁶⁷ chains,
thence N. $47\frac{1}{4}^{\circ}$ W. 2 chains to the place of begin-
ning, containing 2⁰⁵ acres.

Also at lock No. 2 beginning at a point 72
feet at right angles from the North face of
the chamber of lock No. 2 and opposite the
foot of said lock, thence N. $67\frac{1}{2}^{\circ}$ E. to the
foot of the bank of Snow Creek, thence
Westwardly up Snow Creek to a point
from which a line drawn S. $61\frac{1}{2}^{\circ}$ W. to its
intersection with a line drawn from the
point of beginning N. $83\frac{1}{2}^{\circ}$ W. will include
 $\frac{75}{100}$ of an acre. Two witnesses to each,
four seals and four scrolls, acknowledged
Oct. 19 1842 before P. Chitcalt, Notary Public, Ham-
ilton County Ohio, seal. Witnesses examined separately
and apart from their husbands and contents
made known, declared that they signed volun-
tarily and were still satisfied therewith. Record-
ed Sept. 24 1842 in Volume 7 of Deeds page 486.

14

Oral A. Knapp and } Men of Attorney, dated Sept-
Jane E., his wife, } 14 1842. Legitimate and appoint-

Edward Grade } ^{to} Edward Grade their true and
lawful attorney for them and
in their names, to convey

by deed to the State of Ohio, all their interest
in and to any quantity of land not exceeding
5 acres in Runn's tract No. 3 and 4 in Town 3
North State Reserve of 12 miles square at the
foot of the Rapids of the Miami of Lake Erie,
lawfully sitting and confirming all such con-
veyances, so made by or said Attorney
the same as if we were personally present
and did the same. Jno witnesses, two seals
and two scrolls, acknowledged Sept. 14 1842
before Sebastian F. Taylor, Justice of the Peace
Catawba County, Ohio, seal. Wife examined
separate and apart from her husband
and contents made known, declared that
she signed voluntarily and was with out
aid or constraint. Recorded Dec. 2. 1842 in Volume 7 of
Deeds, page 579

15

Edward Grade and } Deed, dated Sept. 15 1842.
Sarah E., his wife } Consideration 1/20 land
and H. Knapp and } same property as No. 13
Jane E., his wife } preceding.

by Edward Grade, } Jno witnesses, four seals
them, atty. in fact } and four scrolls
do } acknowledged Sept

The State of Ohio, 4 August 1842 before James O'G

Engge, Notary Public, Lucas County, Ohio, seal. Wives examined separate and apart from their husbands and contents made known, declared that they signed voluntarily and were still satisfied therewith. Recorded Dec. 2, 1842 in Volume 7 of Deeds, page 600.

16. Rhodolphus Dickinson
Acting Commissioner, for
and in behalf of the
Board of Public Works
of the State of Ohio,

Lease, dated Aug. 8, 1843.

knows the same
property as in No. 13
preceding, for the
purpose of using hy-
draulic power thereon,
and for no other, so
long as they shall
lease or use the Water

To
Micajah T. Williams,
Heir and assignee.

Power heretofore leased to said Micajah T. Williams, from the Board of Public Works aforesaid in behalf of the State of Ohio, to be used on tracts Nos. 3 and 4 in the Town of Toledo, according to the spirit and intention of said lease, and whenever by the provisions of said lease said Waterpower therein granted or leased or any portion of it shall become forfeited to the State of Ohio this lease or such portion of it as shall be necessary to carry into effect, the provisions contained in that lease shall become void and of no effect.

Signed R. Dickinson (Seal) Acting Commissioner

for and in behalf of the Board of Public Works, in the presence of Abner L. Bockius and acknowledged Aug. 8 1843 before David Snalley, Jotony Public, Sandusky Co., Ohio seal. Recorded Sept. 16 1843 in Volume 8 of Deeds page 426.

17. Edward Trade and Sarah L. his wife } quit claim deed, dated Feb'y 19 1844. Consideration \$1000 convey all their right, title and interest in and to said River Tracts 3 and 4 and other property in Port Lawrence Township. Two witnesses were seen and two scrolls, acknowledged Feb'y 19 1844 before Samuel H. Quatten, Jotony Public, Sandusky County Ohio, seal. Wife examined separate and apart from her husband and contents made known, declared that they agreed voluntarily and was still satisfied therewith. Recorded Oct. 21 1844 in Volume 9 of Deeds page 616.

18. Ora H. Knapp and James E. his wife, } Guaranty Deed, dated Sept. 23 1844. Consideration \$4725 being the amount of the indebtedness of said Knapp to the Trustees of the Miami Experting Company, and the President and Directors of said Company, and the action of which is the consideration of the

expense. Convey the undivided $\frac{1}{4}$ part of the undivided $\frac{1}{2}$ part of said River Tracts 3 and 4 (excepting 10 acres in the North East corner of tract 3) and other property in the 12 mile Reserve at the foot of the Rapids of the Miami of Lake Erie, in Port Lawrence Township Lucas County Ohio, excepting several lots on the Canal in the River Tracts 3 and 4.

Two witnesses, two seals and two scrolls, acknowledged April 10 1845 before George Burtons Justice of the Peace, Ashatula County Ohio. Wife examined separate and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied therewith. Recorded April 28 1845 in Volume 10 of Deeds, page 387.

19. James L. Hall and
Harriet C., his wife,

Quit claim deed, dated
Nov. 4 1844. Consideration

To
Elisha Whittlesey
Hers and assigns.

294. Convey all his
(said Elisha Whittlesey's)
interest acquired by two

several purchases of Edward

Prade in River Tracts 3 and 4 and other
property within and near the limits of Toledo

Two witnesses, two seals and two scrolls,
acknowledged Nov. 4 1844 before Samuel Perry,
Justice of the Peace, Hamilton County Ohio.
Wife examined separate and apart from
her husband and contents made known
declared that she signed voluntarily

and was still satisfied therewith. Recorded July 7 1845 in Volume 10 of Deeds, page 576.

20. Ora H. Knapp } Grananty Deed, (except
do } pgs. to James R. Bates
Marce Spiller } dated Jan'y 19 1840 for \$1500.
do and assigns } dated April 25 1844
} consideration \$2000.

Covers the undivided $\frac{1}{4}$ s part of River tracts 3 and 4 (excepting 10 acres in the N. W. corner of tract 3) and other property in the 12 mile Reclamation at the foot of the Rapids of the Prairie of Lake Erie, in Port Lawrence Township, Lucas County Ohio, in trust that in case said Knapp shall fail to pay \$2000, due to said Spiller, and \$649⁵¹ due to Eliza Maitney, on demand, said grantee shall sell the whole or a part of said premises to satisfy said debt.

Two witnesses, no seal and one seal, acknowledged April 25 1844 before George Denton, Justice of the Peace, Ashland County Ohio. Recorded May 23 1849 in Volume 16 of Deeds, page 169.

21. Emma Leuling } Grananty Deed (subject to
and wife, } taxes and tax titles) dated
do } Aug. 25 1849. Consideration
William R. Morris } \$1000. Lemery, the husband
and assigns } part of River tracts 3 and 4
and other property and

123 one square Reservation at the foot of the Rapids of the Miami of Lake Erie, in Lucas County Ohio, The above description being intended to cover and convey all my right and title in the above described premises, of all land and town lots laid out including all parcels in the same either divided or undivided between me and other co-tenants in said premises. In consideration of the sum of \$1000.00 to me, wife, release do over. Two witnesses, two seals and two scrolls, acknowledged Aug. 25 1849 before William Richards, Solary Public Notary of Lucas County Ohio, seal. Wife examined separate and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied therewith. Recorded Sept. 10 1849 in Volume 16 of Deeds, page 382.

22. Joseph Whitcomb

vs.

Era A. Knapp,

Edward L. Stevenson,

Isaac A. Smaynes,

Abraham H. Pison,

Amos H. Tilden,

William Baker,

Eliza Whittey

Banks of Toledo, William R. Moma

George Wilder and Eriest

Kalamazoo Rail Road Co.

April 2 1850, Joseph Whitcomb filed his petition in the Court of Common Pleas for Lucas County Ohio, describing the mortgage from Era A. Knapp to James L. Bates for \$500. and representing that said mortgage and the note secured

that all the interest of which said Knapp
remained the owner on April 25 1844 was an
undivided $\frac{1}{48}$ and was the same ident
interest mortgaged to said Bates. Describes
second trust deed to him from Knapp, and
states that he is the owner of the interest
thereby conveyed, subject to the mortgage to
Bates, and prays that in case of sale
that the proceeds after satisfying plaintiffs
claim be applied on his. June 28 1850, said
cause came on to be heard, and the Court
found the statements of the petition and an-
swer true, and ordered that the Sheriff of
Lucas County Ohio, proceed to sell the interest
of said Knapp, which remained in him
after the conveyance of $\frac{2}{48}$ of his interest to
Wilder, and the $\frac{1}{48}$ of his original interest
and being $\frac{4}{19}$ ^{to} in common with Opp. R. Home
and said Wilder in the several tracts set off
in said partition among the proprietors to said
Knapp (including Wilder's interest) and Home, and
being the proceeds of such sale into Court. Recorded
in Vol. 7 Chancery Records, page 286. An order of sale
was issued Feb. 15 1857 to E. Mack Sheriff, and returned
undrossed, that all the property in said order described
was sold to Joseph Whitwell March 20 1857 for \$188. being
more than $\frac{2}{3}$ of the appraised value, and he being the
highest bidder. See execution Docket No. 3 page 573.
March 25 1871 said sale was confirmed by said Court and
the Sheriff as a Special Master, ordered to make to the pur-
chasers of said Real Estate deeds for the same. See Journal
No. 7 page 471.

23

Eliza Mack, Sheriff
Lucas County, Ohio

To

Joseph Whitfill
Heirs and assigns

Sheliff's Deed, dated May

10 1857. Consideration

\$2188, and by virtue of

an order and decree set
forth in the foregoing.

Among the undivided

1/48 of 48³⁹ acres of land not partitioned into
lots lying on the north west side of
said River tract 4, and other property.
Some witnesses, seal and scrolls, acknowl-
edged May 10 1857 before Horace Straker, Notary
Public, Lucas County Ohio, seal. Recorded
May 26 1857 in Volume 18 of Deeds, page 424.

24

Joseph Whitfill

To

William Baker,
Heirs and assigns,

Granty Deed, dated

June 25 1857. Consideration

\$2200. Among

the undivided 1/48 of

48³⁹ acres of land not

partitioned into lots, lying on the north
west side of River tract no. 4, and other
property. Some witnesses, seal and
scrolls, acknowledged June 25 1857 before
Charles E. Pingo, Notary Public, Lucas
County Ohio, seal. Recorded Sept. 26 1857 in
Volume 30 of Deeds, page 71.

20 Lewis Keesee, Augustus Moore, and Charles S.

Lana, Assignees and Trustees of the Miami Exporting Co.

To

William R. Hume, Heirs and assigns

Quit Claim Deed,

Oct. 16 1846. Consideration \$15000. Convey the Undivided $\frac{1}{4}$ part of the Undivided $\frac{1}{20}$ part of River Tract 4, containing 143 acres, adjoining the City, and other

property in said 12 mile square reserve. Two witnesses for each, three seals and three scrolls, acknowledged (individually and not as Trustees) Oct. 24 1846 before C. Singer, Justice of the Peace, Hamilton County Ohio. Recorded Aug. 8 1857 in Volume 18 of Deeds, page 608.

21 William Baker and wife,

To

William R. Hume, Heirs and assigns

Maranty Deed, dated June 28 1857. Consideration \$1500. Conveys the Undivided $\frac{1}{48}$ of 48 $\frac{3}{4}$ acres of land not partitioned into lots, lying on the

North West side of said River Tract No. 4, and other property. In consideration of \$100 Frances C. Baker, wife, releases down.

Two witnesses, two seals and two scrolls, acknowledged June 28 1857 before P. C. Latimer, Notary Public, Lucas County Ohio, (no seals) Wife examined separate and apart from her husband and contents made known, declared that she signed voluntarily, and was still satisfied therewith. Recorded Aug. 8 1857 in Volume 18 of Deeds, page 611.

Horace Grider
Elizabeth Whittlesey
and Henry Keyes

Deed (with covenants of warranty
by Whittlesey and Keyes) dated
Oct-17 1851.

To
William R. Moore
Heirs and assigns.

Whereas Orr H. Knapp on
Nov 24 1838, by his deed of that
date conveyed in fee simple
to Horace Grider the undivided

and 1/2 part of River tracts 3 and 4, excepting 10
acres in the S.E. corner of said tract 3, and
also excepting the South-west corner square, also 1/2
part of the following lands, to wit 8 1/4 of Sec. 2
and the N.E. 1/4 of Sec. 3 in Twp. Lawrence Township
Linn Co. Mo. which conveyance was made
in trust that said Grider, in case of the
non-payment of a joint note for \$4000. made
by Orr H. Knapp, Elizabeth Whittlesey and Henry
Keyes to the Oliver S. Lawrence and Trust
Company, by Orr H. Knapp, should sell the
said premises to pay the sum due on said
note. And whereas the whole amount of said
note, and interest remains due and unpaid
And whereas March 1847, the joint owners
of River tracts 3 and 4 and the 8 1/4 of Sec. 2
and the N.E. 1/4 of Sec. 3 made partition in part
of said premises. And which partition is of
force and ratified by the said Horace
Grider, it being understood that as between
said Moore, Knapp and Grider, the interest
or proportion of said Knapp, in the fee
then set off to them was 5/9 as held
between in trust. And therefore in said

of the premises and \$3000. Convey, etc.
Undivided $\frac{1}{4}$ part of the premises hereinbefore
mentioned as having been set off to said
Purms, Knapp and Cushing; Also the undi-
vided $\frac{1}{24}$ part of about 48³⁹/₁₀₀ acres of land in-
platted into lots and lying on the
southerly side of River Tract 4 in said
Tateds land intended to cover all of said
tract lying East of the Mabash and Erie
Rivers not laid into lots. Two witnesses,
three seals and three scrolls, acknowl-
ed Oct. 18 1857 before Loomsbury, Justice of
the Peace, Lucas County Ohio. Recorded April
19 1858 in Volume 19 of Deeds, page 570.

28 James L. Hall and
Hannet C., his wife,
Eliha Whittlesey
and Polly, his wife,
William R. Morris and
Sarah L., his wife,
Chas. A. Williams
Adm. with will annexed
and Trustee of Micajah
P. Williams, deceased,

to
The Northern Indiana
Rail Road Company
Successors and assigns

Warranty Deed, dated
July 10 1858. Consideration
\$900. Loney the following
being part of River Tract
No. 4 United States
Reserve, City of Tateds,
Lucas County Ohio, as
follows, viz: Commencing
at a stone monument
standing in the south
line of said River
Tract No. 4 at the center
of Whittlesey Street and
from thence running
Westerly in a direct
line to the North Westerly line or side of the

Oraback and Eric Rowal and distant from
said tract line starts easterly on the line
of said Rowal 107 feet and from thence
South westerly along the starts westerly line
or side of said canal to said tract line
and from thence East along said tract
line to the place of beginning. This convey-
ance is made however subject to all right-
title or interest which the State of Ohio
or their lessees or assigns may have
held or claim to have of in and to said
premises or any part thereof, subject how-
ever to the rights of any of the public in
any public road or canal crossing over or
upon said premises. Two witnesses to each,
seven seals and seven oaths. Acknowl-
edged July 19 1852 by Geo. R. Thomas and wife
before Charles E. Hamie, Notary Public Hamilton
County Ohio seal. Acknowledged July 23 1875
by James E. and Annist O'Hall, before Geo.
W. Richardson, Notary Public, Hamilton County
Ohio seal. Acknowledged Aug. 10 1853 by Elizabeth
and Polly Whittney before Platt Bond, Justice
of the Peace, Lucas County Ohio and acknowl-
edged Aug. 10 1853 by Maria H. Milliano Adama
se. before Platt Bond, Justice of the Peace,
Lucas County Ohio. Names examined separate
and apart from their husbands and cer-
tificates made by them, declared that they
signed voluntarily and were still satisfied ther-
with. Recorded Aug 16 1853 in Volume 23 of Books
1029

Ora H. Knapp and
 Jane E., his wife,
 To
 William Rhoms
 Heirs and assigns

Quit Claim Deeds, dated
 March 15 1852, consideration
 \$100 convey all our
 right, title and interest
 both present and reserved
 in the following
 Real Estate, viz: River Tracts Nos. 3 and 4 and
 other property in the 12 miles square
 reservation in township 3 at the foot of the
 Rapids of the Miami of Lake Erie.
 Two witnesses, two seals and two scrolls,
 acknowledged March 15 1852 before John Barr,
 Justice of the Peace, Guyahoga County Ohio.
 Wife examined separately and apart from
 her husband and contents made known
 declared that she signed voluntarily
 and was still satisfied therewith. Recorded
 June 14 1854 in Volume 25 of Deeds, page 161.

30
 *
 Elisha Whittlesey and
 Polly, his wife,
 To
 Norman C. Baldwin
 Heirs and assigns.

Deed, dated April 26 1854.
 Consideration \$5000. Convey
 the Undivided interest
 being $2\frac{3}{8}/100^{\text{th}}$ parts of
 River Tracts Nos. 3 and 4,
 not platted or partitioned
 among the owners and other property, the
 said real estate being the same contracted
 to Norman C. Baldwin, J. W. Scott and John S.
 Stewart, by virtue of their proposition bearing
 date Dec. 30 1852. to me made and my
 acceptance thereof, bearing date Jan'y 11 1853

to carry out and perform which, said Contract
this conveyance is hereby made.
Two witnesses, two seals and two scrolls
acknowledged April 26 1854 before John D.
Bardays J. P. of District of Columbia
Washington County. Info examined separate
and apart from her husband and con-
tests made known, declared that she
signed voluntarily and was still satisfied
therewith. Recorded Feb'y. 11 1856 in Volume
27 of Deeds, page 543.

31.

Thomas W. Baldwin } Contract, dated May 18 1854.
with } Thomas Thomas W. Baldwin
S. R. S. Whittney. } heretofore purchaser of
} Eliza Whittney, the

same property, as to above. She make
entraced all the property conveyed by said
Eliza Whittney to said S. R. Baldwin, by
deed bearing date April 26 1854: said
Baldwin now to pay said Whittney
\$55000: \$5000 in hand, and the remainder
in ten equal annual payments with
mortgage security as specified in the notes
and mortgage.

Be it known that said Baldwin elle to
said S. R. S. Whittney an Undivided 1/8 interest
in said purchase, it and for a sum equal
to one third of the purchase money, to
be paid to said Eliza Whittney, said
Baldwin to make the first two payments of ten

13333²³ each and said F. R. L. Whittlesey to pay 1857
may be agreed upon, and further to pay
to said Baldwin the 1/3, every payment
hereafter to be made by said Baldwin
to said Elisha Whittlesey, with interest as
such becomes due. And said F. R. L. Whittlesey
to pay said Baldwin 1/3 of all expenses taxes
&c. to be paid on, or incurred in the improve-
ment and fitting the property for sale,
said Baldwin to hold the legal title until
wholly paid for. And to have the full
control, to sell the whole or any part there-
of at his discretion, and for such price
as he shall see fit ^{accounting} to said
Whittlesey for 1/3 of the proceeds. One witness, two
seals and two scrolls acknowledged May
13 1857 before Charles W. Palmer, Notary Public,
Luyahoga County, Ohio, seal. Recorded Oct-26
1857 in Volume 25 of Deeds, page 524.

32 Norman L. Baldwin } Quit claim deed,
and Mary H., his wife, } dated June 19 1862.
and John S. Newton } consideration \$45000.
To }
Elisha Whittlesey } convey all the property
Hers and assigns } that remains in said
Baldwin of the property
conveyed by said
Whittlesey to him under date of April 26
1857 (except Lot 257 Chivers Division and except
Lot 476 Port Lawrence Division) and other

property. Two witnesses to each, three seals and three scrolls. N. B. Baldwin and wife acknowledged July 18 1862 before Beldern Seymour, Notary Public, Cayuga County Erie seal. Wife examined separately and apart from her husband and contents made known, declared that she signed voluntarily and was still satisfied there with. J. J. Brewster acknowledged June 20 1862 before J. W. Floyd, Notary Public, Seneca County Erie seal. Recorded July 15 1862 in Volume 38 of Deeds, page 306.

33 Last Will and Testament } Will dated Feb'y 21
of } 1863. The duty author
Elihu Whittney, decd. } treated copy of the will
of Elihu Whittney,

proved in Onondaga County Erie was duly admitted to record in said County on the date above named.

Said testator after receiving all former wills bequeathed to his wife Polly, certain personal property also 1/3 of all real property and all other property not heretofore disposed of. All other property bequeathed to his children share and share alike, in case of death to his or her legal heirs. To enable his executors to pay debts, he bequeathed to his executors in trust his lands at Sackettville and diocese of his public or private sales to arrange with John W. Stone and J. M. Clin

and to make partition thereof among the
proprietors, it being my intention so to vest
the said lands in my executors as
shall enable them to arrange the debts
of said Blayton and Oliver, or to pay them
by conveying any part to them or selling
the same and authorizing them to convey
my lands disposed of for the purpose
mentioned, also empower executors to convey
lands sold and not conveyed.
Appoints Fredk. S. and Wm. W. Whittlesy
his executors. Signed by Elisha Whittlesy
in the presence of two witnesses and dated
Oct. 13. 1845.

Afterwards by codicil, testator recites so
much of the above will as applies to the
appointment of Frederick S. Whittlesy as
executor and substitutes John Whittlesy.
States that lands at Toledo have been
sold and Blayton paid and Norman L.
Baldwin, purchaser has covenanted to pay
the mortgage due to William Oliver. That
there was a lien on part of said lands,
but as I have a mortgage for the purchase
money I devise and will my lands in
Toledo and Port Lawrence Township to my
executors or survivors to manage for the
benefit of my children and legal heirs, dated
Aug. 9 1854 and signed in the presence of
two witnesses.

Afterwards a second codicil was added

in which is recited the death of Polly
Whitteley, his wife, but no change is
made affecting said real property, dated
May 6 1857, duly witnessed. See Volume 3
Records of Mills, page 106.

34

Mill Oliver

Deeds, dated Dec. 8 1834.

To

The President
Directors and
Company of the
Eric and Kalamago
Rail Road

In consideration that said
President and Directors of
the Eric and Kalamago Rail
Road Company, or their
successors in office shall
establish the line of said
Rail Road through or across

any part of my land in the County of Monroe,
Parish of Louisiana in the Territory of Louisiana,
I do hereby give and grant to said Company forever
the right of way through and across my said
land, and of taking and carrying to the use
of said Company, all such timber and other
materials, within the limits prescribed by the
statutes for the said road, that are necessary
for the construction of the same, and also
forever release to the said Company, all right
or claim of damages which I might hereafter
prefer against the said Company for construct-
ing the Rail Road through or across my said
premises or using the said timber or other
material as aforesaid, without my grant
or assent. And I do also for the consideration
aforesaid, give and grant to the said

and Directors and their successors in Office, their agents, the right and privilege to enter upon any said land for the construction of said Rail Road without any hindrance or obstruction by me or whomever.

Two witnesses, seal and scroll, acknowledged Dec. 8 1834 before Henry Rocky's Notary Public, Hamilton County Ohio Seal. Recorded May 9 1840 in Volume 5 of Deeds, page 444.

35. Erie and Kalamazoo
Rail Road Company by
George Lorange, Pres.

Lease or Contract, dated
May 25 1849.
Whereas the rail roads

constructed under the
respective Charters of
the parties hereto from
a junction with each
other at or near the

Village of Adrian, and whereas said party of the
second part intend to extend their line of
Rail Road from Hillsdale Westerly through parts
of the States of Michigan, Indiana and Illinois
to Chicago, and in order to promote the early
completion of such extension it is deemed ad-
visable to form a connection between said two
Rail Roads in such manner that they shall
be managed and run as a continuous line.
And whereas it has been agreed by said
parties that during the continuance of their
respective charters or any renewal or extension
of the same, said parties of the second part

should have exclusive control of the right of transportation over said Erie and Kalamazoo Rail Road, and that said party of the first part should execute to the party of the second part such a lease or contract as shall be necessary and proper to secure such object. And that the said party of the second part should provide and run said road for the accommodation of the public and as compensation therefor should pay the party of the first part the rents hereinafter specified.

In consideration of the premises and the covenants herein recited said party of the first part do grant, lease and demise unto said party of the second part, their successors and assigns, the whole of the Erie and Kalamazoo Rail Road, extending from the Village of Adrian Michigan, to Toledo Ohio as the same is now located and constructed together with all the lands, depots, buildings, tracks, fixtures, cars, engines, and other property with the rights, franchises and privileges thereto appertaining or belonging or which may hereafter be purchased or purchased by or be granted to said party of the second part Michigan Southern Rail Road Company, in connection therewith with full right and privilege to use the same, from and after Aug. 1 1849 and during the full term of the charter of said party of the first part and any renewal or continuance of the same and hereby do hereby certify that the validity of this instrument is hereby certified.

17
If said party of the second part their attorneys irrevocably with full power and in the name of the party of the first part otherwise to establish, receive and collect tolls or fares for the transportation of persons, merchandise or mails and every other description of property over and upon said Rail Road for their own benefit and use.

Said rent to be paid to be as follows viz: for the term of five years from Aug. 1. 1849 \$15000. per annum, for the term of 5 years from Aug. 1. 1854 \$24000. per annum, provided said road shall then be extended Westward as far as Laporte Indiana, or said sum of \$24000. per annum as soon after Aug. 1. 1857 as ~~such~~ extension shall be made: & in case said road shall be extended to Chicago on the 1st of August 1854, or as soon thereafter as such extension shall be made, and until Aug. 1. 1857, \$27000. per annum, and after Aug. 1. 1857, \$30000 per annum to be paid semiannually in New-York at such bank as the party of the first part shall designate. Provision is also made for the issue of the corporate bonds of said party of the first part, to sell and provide income for changing the gauges and relaying the track, and that if said party of the second part shall make default in the payment of rent as stipulated, or in the payments of the interest or principal of any bonds issued in the name of said Company for 60 days after said party of the first part may re-enter and take possession of said property, and any improvements or additions made by said party of the second part. Three witnesses to the signature of the party of

the first part and two witnesses to the party of
the second part, seals to each, acknowledged
by each June 9 1849 before J. S. Perkins, Notary Public,
Genesee County, Livingston. Recorded Sept. 9 1849 in
Return of Deeds, page 319.

The Erie and Kalawagoe
Rail Road Company, by
George Shier, President,
do
The Northern National
Rail Road Company,
Successors and assigns

Deed William Sued, dated
March 11 1857. Considera-
tion \$1000 conveyed all
the right-tittle and in-
terest of the said Erie &
Kalawagoe Rail Road
Company in and to all
of the following lands,

rights and privileges situate and being in the City
of Toledo, County of Lucas and State of Ohio, one tract
being the middle ground, so called, bounded to the said
Erie and Kalawagoe Rail Road Company by force of
appropriation and approval under the laws of the
State of Ohio, together with a tract of land adjoining
tracts containing 14 acres, reference being had to such
appropriations of record for more particular descrip-
tion and the following deeds of conveyance, viz: deed
of James Le Hall and Anniet D., his wife, Elizabeth
Whitting and Polly, his wife, Mrs. R. Sumner and Sarah L.
his wife and Maria H. Williams Admrs. with the will au-
thorized trustee of Wm. S. Williams, deceased, dated July
10 1843 and Recorded in Vol. 23 of Deeds page 112, 13 & 14
Also deed of Maria Butler and Eliza, his wife dated
June 18 1852 and Recorded in Vol. 23 of Deeds, page 17 & 18
Also deed of Noah Butner and Polly, his wife, dated
June 23 1853 and Recorded in Vol. 23 of Deeds, page 18

1849
1852
1857
1849

Wife of Willard J. Daniels, nee P. Daniels and to

his wife, dated Oct. 6 1852, and recorded in Vol. 51 of Deeds, page 6240. Also deed of Emery D. Patten dated in 1852 Recorded in Vol. 21 of Deeds, page 6300. Also deed of John Fitch, Elisha Whittlesey and Eben Newton and of Elisha Whittlesey, trustee, dated May 22, 1849, Recorded in Vol. 23 of Deeds, page 88. Also deed of — Knutstock of his interest in said middle ground on record in said County of Lucas, as the said granted premises are described and set forth in said several deeds on record, reference being thereto had for all the right, title and interest of the said Erie and Kalamazoo Rail Road Company to the said middle ground and the said tract of 14 acres adjoining West.

Also all the right, title and interest of the said Erie and Kalamazoo Rail Road Company to the land taken by, or conveyed to the said Northern Indiana Rail Road Company or the said Erie and Kalamazoo Rail Road Company for the track of a Rail Road from the Middle Ground merely to the point of Junction of the Rail Road of said two companies and all the rights and privileges thereto belonging.

Provided always and this grant and conveyance is made subject to the condition that said Erie and Kalamazoo Rail Road Company or their successors and assigns reserve

and shall forever enjoy a free and sufficient right of way for their rail road trains upon a track or tracks to be designated and provided by the said Northern Indiana Rail Road Company from the point of junction of the roads of said two companies above mentioned over the line of the said Northern Indiana Rail Road Company to, upon and over the premises hereby conveyed, and reserving also to said Erie and Kalamazoo Rail Road Company their successors and assigns, the right forever to use and occupy free of charge therefor so much of the depot grounds hereby conveyed and the buildings and tracks thereon as shall be necessary and convenient for the accommodation of passengers, merchandise, produce and other property passing or to pass either way over the said Erie and Kalamazoo Rail Road, and for receiving, discharging and storing the same and for the engine and car and road in and about the same, and for the repairs thereof and proper and convenient accommodations for the transaction of the business of said Erie and Kalamazoo Rail Road Company, as a rail road and transportation company.

And provided further that this grant shall not in any way be construed to defeat or impair or conflict with the rights of the Michigan Southern Rail Road Company or of the legal representatives, successors

or assigns of either of said companies
as defined and established in a certain
contract of lease and transportation
made between said companies,

bearing date May 25 1849.

Signed by The Erie and Kalamagoo
Rail Road Company, by George Bliss
President (seal), in the presence of two
witnesses, acknowledged March 11 1854
before Stanley H. Fleetwood, Ohio
Commissioner for the State, City and
County of New York, seal. And who
certifies that the seal affixed by said
Company by its President is the
corporate seal of said Company.

George Bliss, Charles Butler and Washing-
ton Hunt as a committee appointed
by vote of the Directors of the Erie
and Kalamagoo Rail Road, with the
authority to make and execute the
foregoing deed, assent to and approve
the same March 11 1854.

Recorded March 23 1854 in Volume 24
of Deeds page 297.

Encumbrances

37

Martine Bann } Mortgages dated Aug. 27
do } 1823. for \$1835⁴² on said
William Oliver } Rines tract No. 4 and other
Aine and assigns } property to secure \$1835⁴²
payable on or before Jan'y
1 1824 with interest from Sept. 1 1823. Only execut-
ed. Recorded May 12 1824 in Quinn's see Quichiqua
Record of Outgo. See Manuscript, page 1.
This mortgage was foreclosed, see conveyance No. 1.

38. Philander Raymond } Mortgages, dated May 2
do } 1836 for \$1190. on and
William Oliver } Wm's of said Rines
Aine and assigns } tracts 3 and 4 excepting
1 acre at the N. E. corner

of tract 3, and other property, to secure the
payment of \$1190. agreedly with two notes of
this date. One for \$616 on Jan'y. 9 1837 and
one for \$583 on Jan'y 9 1838.
Duly executed. Recorded Sept. 21 1837
in Quinn's see Quichiqua Record of Outgo. See
Manuscript, page 432.

Released March 25 1863 by James W. Hall Administrator
of the estate of W. Oliver deceased Release
recorded March 27 1863.

and made } Mortgage, dated April 16 /
to } for \$9700. on the Und. 1/2
Elisha Whittlesey } of said Tracts 3 and 4
and Ebenezer } Except 10 acres in the N.E.
Heirs and assigns } corner of tract 3) and other
lands the Undivided 1/2 } property, excepting from said
deeded to Knapp and 32 }
acres in common and undivided deeded to }
Whittlesey in trust and about 12 acres deeded to }
Daniel Bushing, to secure the payment of 1/2 of }
\$9700. to John Clayton and interest from Jan'y }
26 1836, for which amount said Whittlesey and }
Newton are bound. Duly executed Recorded April }
18 1840 in Volume 3 of Vtgs. page 188. }
Released May 14 1864 by Eber Newton and }
William F. Whittlesey, Executor of Elisha Whittlesey }
deceased. Release recorded May 28 1864.

40. Ora H. Knapp } Mortgage, dated Aug. 27
to } 1840. for \$4848. on the Und.
The Miami Ex- } 1/12 part of River Tracts
porting Company, } 3 and 4 (excepting 10 acres
Successors and assigns. } in the N.E. corner of tract
3) and other property in }
the 12 mile Reserve at the foot of the Rapids }
of the Miami of Lake Erie, to secure the pay- }
ment of \$4848 as follows: \$130. six months after }
this date, \$130. 12 months after date, \$130. 18 }
months after date, \$130. 2 years after date and }
\$4328. 2 years after date according to four prom- }
issory notes of even date herewith payable

to the order of the President and Directors of the Miami Exporting Company. Duly executed. Recorded Aug. 27 1840 in Volume 50 of Integ. page 229. Said Knapp conveyed the premises herein described to Mrs. K. Sumner and the assignees of said mortgages also transferred their interest therein to said Sumner. See Mrs. 18 and 25.

41. Mrs. M. Knapp } Mortgage, dated Jan'y. 19
do } 1841 for \$1500. on the Und. 1/4
James L. Bates } part of the Und. 1/20 part
Heire and assigns } of said River Tracts Mrs. 3 and 4 (excepting 10 acres in the N.E. corner of tract 3) and other property, to secure the payment of his promissory note of even date herewith for \$1500. and payable six months after date with interest. Duly executed. Recorded May 7 1841 in Volume 30 of Integ. page 326. Said mortgage was foreclosed and the property sold to satisfy the same. See No. 22.

42. William R. Sumner } Mortgage dated Aug. 27 1849
do } for \$750. on the Und. 1/64
Estate Knelling } part of said River Tracts
Heire and assigns } Mrs. 3 and 4 and other property
to secure the payment of
his three promissory notes of even date herewith
as follows: \$250 on Aug. 27 1850. \$250 on Aug. 27 1851
and \$250 on Aug. 27 1852 for part of the purchase
money Duly executed. Recorded Sept. 10 1849 in
Volume 6 of Integ. page 161
and Aug. 1852. See Volume 30 of Integ. page 1867.

Remond & Baldwin

Mortgage, dated May 13

To
1854 for \$5000. on the same
property as conveyance to
Elisha Whittlesey }
Heirs and assigns. }
foregoing, to secure the
payment of his ten prom-
issory notes, each for \$500. and payable
in 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 years respectively from
date, with interest payable annually. Duly
executed. Recorded May 24 1854 in Volume
2 of Wtgs. page 57.
The premises herein, were re-conveyed to said
Whittlesey. See No. 30.

44 The Erie and Kalamazoo

Mortgage, dated April

Rail Road Company by 20 1852 for \$30000.

George Bliss, President }
To }
of said Rail Road

Aganah W. Stagg, Trustee }
Heirs and assigns. }
Company, that is to
say: their road, made
or to be made in the

States of Michigan and Ohio, including the right
of way and land occupied thereby, together
with the superstructure and tracks thereon,
and all bridges, viaducts, culverts, fences, depot
grounds and buildings thereon and all the
appurtenances belonging thereto and all fran-
chises, rights and privileges of the said parties
of the first in and to the same, to secure three
hundred one thousand dollar bonds to be sold
and used to improve said rail road.
Duly executed. Recorded April 29 1852

in Volume 7 of Wags, page 132.
Duly released by Agents L. Stagg, Master,
Dec. 2, 1869 and the release recorded Jan'y. 27
1870 in Volume 30 of Wags, page 608.

45 The Lake Shore and
Michigan Southern
Railway Company
by E. R. Phillips Rec.
and George R. Ely, Secy.
with corporate seal
of said Railway

The Union Smelt
Company of New York,
successors and assigns.

Mortgage, dated Oct. 2, 1869
for \$100 on its rail road
extending from the City
of Buffalo in the State
of New York, to Chicago
in the State of Illinois,
including the right of
way and land occupied
therby, together with the
superstructure and all
rails and other materials
needed therein, or that

may be procured therefor, bridges, marducts, culverts,
fences, depot grounds and buildings, erected or
to be erected thereon, and all franchises, rights
and privileges of said Lake Shore and Michigan
Southern Railway Company, of us, to or concern-
ing the same, to secure ^{to} ~~the~~ sinking
fund bonds of said Railway Company,
payable in 10 years with interest at 7% per
annum, payable semiannually, and in case
said Railway Company shall for 60 days after
the principal or any of said interest coupons
become due and payable fail to pay the same
~~the principal or any of said interest coupons~~ ^{the same}
and Union Smelt Company, may be necessary to
be sold and pay the amount due. Duly

dated, Recorded March 30 1830 in Volume 33 of

Page, page 68.

This mortgage remains unleased of record

46

The Lake Shore and Michigan
Southern R. R. Company
by Horace S. Blank, Pres. Ad.
George B. Ely, Secretarys
with corporate seal

To
The Union Trust Company
of New York City,
successors and assigns

Mortgage, dated
July 1 1870 for \$1,000,000
on the same property
as the mortgage
above No. 45, to secure
the payment of both
principal and interest
\$2,500,000 of
bonds of said Rail
way Company issued

for the purpose of consolidating its debt, said bonds
to be payable July 1 1900 with interest at 7%
per annum, and in default of the payment
of interest or principal, or to apply the earnings
to the sinking fund to redeem said bonds,
then said Trust Company, as agent or attorney
may take possession and sell or cause to
be sold sufficient of said property to pay said
indebtedness. Duly executed. Recorded April 13
1871 in Volume 36 of Wigs. page 366.

This mortgage remains unleased of record

47

The Lake Shore and Michigan
Southern Railway Company.

To
The Union Trust Company of NY
successors and assigns.

Mortgage, dated
Oct. 15 1873 for \$1,000,000 on
the same property as
in the two preceding
mortgages, to secure

This mortgage remains unleased of record

\$600000. of bonds additional to \$2500000.
accrued by the preceding mortgage. said bonds
to mature Dec. 1 1908, with semiannual interest
thereon at 7% per annum, and in default of
the payment of either principal or interest
or to apply the earnings to the sinking
fund to redeem said bonds, then said
Trust Company as agent or attorney, may take
possession and sell or cause to be sold
sufficient of said property to pay said in-
debtedness. Suly executed. Recorded Dec. 8 1873 in
Volume 50 of Maps, page 315.
This mortgage remains unrecorded of records

48 Tax Sale: Dec. - 1837. The Und. $\frac{3}{4}$ of 100 acres of
River tract No. 4. was sold to Elizabeth Mack for
127³⁴. See Volume 1 of Tax Sales page 296.
The above remains uncancelled of records

49 Tax Sale: Dec. - 1843. The Und. $\frac{1}{12}$ of said River tract
No. 4 containing 131²¹ acres was sold to John Smith for
309⁹⁵. See Volume 7 of Tax Sales, page 1.
The above remains uncancelled of records

50 Tax Sale: Jan'y 1844. The Und. $\frac{1}{12}$ of said River tract
No. 4, containing 11⁰⁰ acres was sold to James Baynes
for # 7²³. See Volume 8 of Tax Sales, page 576.
The above remains uncancelled of records.

51 Pages: the lower or said property described as
on both side of said at last No. 629

appearing on the duplicate unpaid amount

2,66.95

5. We hereby certify that the foregoing sets forth all the conveyances, mortgages, tax titles and taxes upon the property in question appearing of record in Lucas County Ohio.

The foregoing is made upon the assumption that all of said acre of land is located upon said River Tract number four (4), and an examination of all the conveyances as well as the subdivisions of River Tract number five (5) shows no conveyance of any part of said acre to the State of Ohio as a portion of said River Tract No. 5.

All maps and plats to which we have access, including the Hart and Napotter map of Toledo, made in 1858, and a recent map made by Mr. Filler, assistant City Civil Engineer, from actual surveys made by himself, appear to locate the most southerly corner of said acre of land a little north of the line dividing said River Tracts numbers four (4) and five (5). It is however, an accurate survey should determine that part of said acre of land lies in said River Tract number five (5), then a further examination is necessary to show the condition of the title of that part of said acre found to be in said River Tract number five (5).

Filed 8. March 27. 1882.

Leander W. Lang.

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81-2
Air Line Div
Lucas Co.

BEING A COPY OF THE
LAND VALUE RECORD
FOR THE YEAR 1930

PHOTOSTATIC

Certified Copy of Petition
April 9, 1930

COURT OF COMMON PLEAS, FRANKLIN COUNTY OHIO.

THE STATE OF OHIO, ----- PLAINTIFF.

-VS-

THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY CO, ----- DEFENDANT.

P E T I T I O N.

PLAINTIFF SAYS THAT THE DEFENDANT IS A CORPORATION DULY INCORPORATED UNDER THE LAWS OF THE STATE OF OHIO WITH ITS PRINCIPAL OFFICE IN THE CITY OF CLEVELAND IN SAID STATE

PLAINTIFF FURTHER SAYS THAT IT HAS A LEGAL ESTATE IN AND IS ENTITLED TO THE POSSESSION OF THE FOLLOWING REAL ESTATE SITUATE IN THE COUNTY OF LUCAS, CITY OF TOLEDO AND STATE OF OHIO AND BOUNDED AND DESCRIBED AS FOLLOWS TOWIT;

A STRIP OR PARCEL OF LAND ONE HUNDRED AND TWENTY FOUR FEET IN WIDTH BEING SIXTY TWO FEET IN WIDTH ON EACH SIDE OF THE CENTER LINE OF THE TRACKS OF THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANYS RAILROAD EXTENDING FROM THE EAST RAIL OF THE TOLEDO ST. LOUIS AND KANSAS CITY RAILWAY COMPANYS RAILROAD NORTHWESTERLY TO THE FOOT OF THE SLOPE OF THE WESTERLY BANK OF THE MIAMI AND ERIE CANAL AND BEING A PART OF THE FOLLOWING DESCRIBED REAL ESTATE. A LOT AT LOCK NO. 6. OF THE WABSH AND ERIE CANAL BEGINNING AT A POINT FIFTY FEET AT RIGHT ANGLES FROM THE SOUTH EAST FACE OF THE LOCK CHAMBER WALL AND ONE CHAIN ABOVE THE HEAD OF THE LOCK; THENCE NORTH 45 3-4 EAST PARALLEL WITH SAID FACE WALL, FIVE CHAINS; THENCE 44 0-4 EAST TWO CHAINS; THENCE SOUTH 45 3-4 WEST FIVE CHAINS; THENCE NORTH 44 1-4 WEST TWO CHAINS TO THE PLACE OF BEGINNING CONTAINING ONE ACRE.

AND PLAINTIFF FURTHER SAYS THAT THE DEFENDANT UNLAWFULLY KEEPS IT OUT OF THE POSSESSION OF SAID PREMISES.

WHEREFORE PLAINTIFF ASKS JUDGMENT FOR THE POSSESSION OF SAID REAL ESTATE.

DAVID K. WATSON ATTORNEY GENERAL.

W 81-2-1

No. 23581

1891-2

The State of Ohio.
Plaintiff.

vs.

The L. & N. M. & O. R. R. Co.
Defendant.

Certified Copy of

PETITION.

Mch 31/90
Wm. L. Sullivan, T23

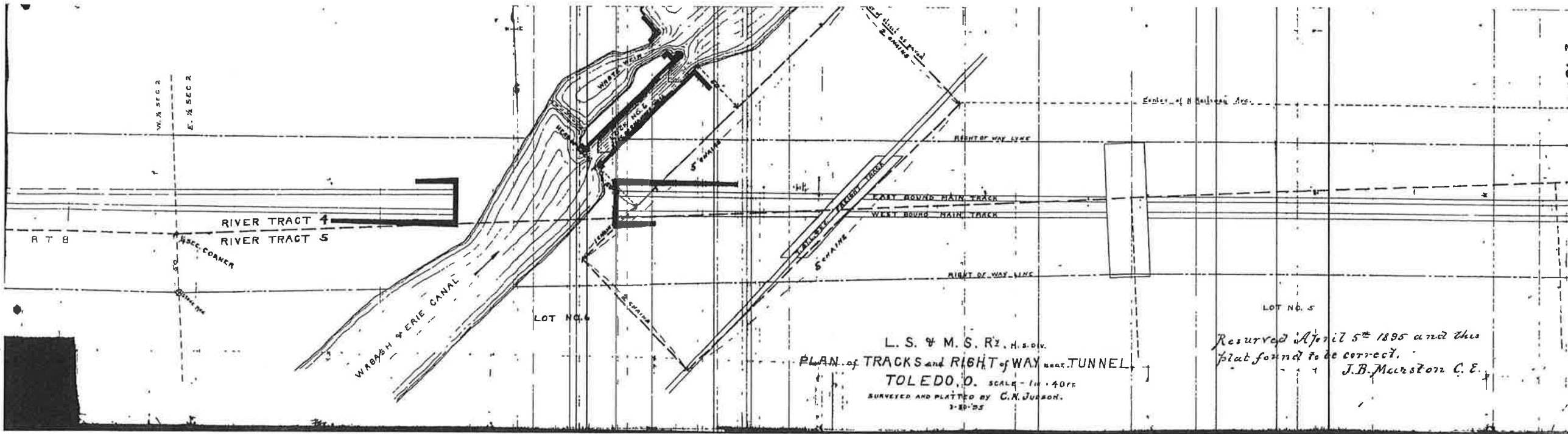
FILED

April 9 1891

THEO. H. BECK, CLERK,

By *M. M. Mearns* Deputy.

S. K. Shelton
Attorney.



L. S. & M. S. RY., H. S. DIV.
 PLAN of TRACKS and RIGHT of WAY near TUNNEL
 TOLEDO, O. SCALE - 1 in = 40 ft.
 SURVEYED AND PLATTED BY C. N. JURON.
 3-20-55

Resurveyed April 5th 1895 and this
 plat found to be correct.
 J. B. Macdonald C. E.

W. 1/4 SEC 2
 E. 1/4 SEC 2

RIVER TRACT 4
 RIVER TRACT 5

R T B

1/4 SEC CORNER
 300 FT
 100 FT

WABASH & ERIE CANAL

LOT NO. 4

5 CHAINS
 5 CHAINS
 5 CHAINS

EARLY BOARD MAIN TRACK
 WEST BOARD MAIN TRACK

RIGHT OF WAY LINE

RIGHT OF WAY LINE

Center of Railroad Ave.

LOT No. 5

NOTICE

THE PRECEDING PAGE HAS
INFORMATION NOT
PICKED UP BY SCAN. CONTACT
ARCHIVES DEPARTMENT FOR MISSING
INFORMATION.

N. Y. C. R. R. CO.
Land & Tax Dep't. with No, 81
Air Line Div
Lucas Co.

-4-

SEARCHED INDEXED
SERIALIZED FILED
FBI - NEW YORK

Journal Entry In Case
23521

In the Court of Common Pleas, Franklin County, Ohio.

The State of Ohio,

No. 23521.

Plaintiff,

vs.

~~The Lake Shore & Michigan~~

Southern Railway Company,

Defendant.

Journal Entry.

This day came the plaintiff by Hon. J. K. Richards, Attorney General, and the defendant, by its attorney, E. D. Potter, Jr., and thereupon this cause came on for hearing and was heard to the Court upon the pleadings and evidence, without the intervention of a jury, the same having been waived: On consideration whereof, the Court find, on the issues joined, for the defendant.

The Court further find that at the time of bringing this action the said defendant The Lake Shore & Michigan Southern Railway Company was in the occupation and possession of the real property described in the petition and that it had the legal title or estate therein and was entitled to the possession of the same; that the said plaintiff had no interest or estate in said premises, nor is entitled to the possession of the same or any part thereof and that the defendant ought to have its title and possession quieted as against the claim and demand of said plaintiff as prayed for in its answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of the said The Lake Shore & Michigan Southern Railway Company to all and singular the premises described in the petition, to-wit: "situate in the county of Lucas, city of Toledo and State of Ohio and bounded and described as follows, to-wit: A strip or parcel of land one hundred and twenty four feet in width being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east rail of

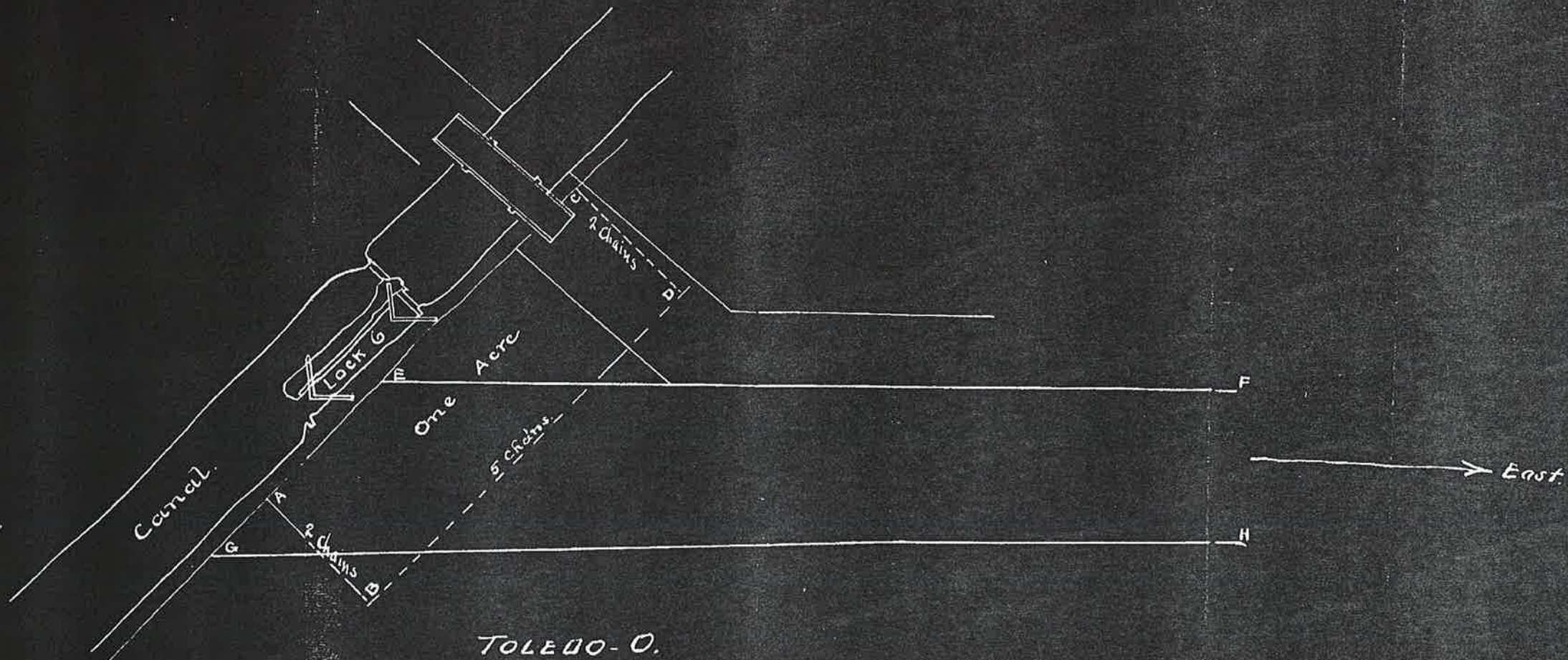
W 81-4-1

the Toledo, St. Louis and Kansas City Railway Company's railroad north-
westerly to the foot of the slope of the westerly bank of the Miami and
Erie canal and being a part of the following described real estate: A
lot at lock No. 6 of the Wabash and Erie Canal, beginning at a point fifty
feet at right angles from the south east face of the lock chamber wall

and one chain above the head of the lock; thence north 45 3/4 east par-

allel with said face wall, five chains; thence 44 0/4 east two chains;
thence south 45 3/4 west five chains; thence north 44 1/4 west two chains
to the place of beginning, containing one acre," be and the same hereby
are quieted as against the said plaintiff and all persons claiming under
it, and said plaintiff is hereby forever enjoined from setting up any
claim to said premises or any part thereof adverse to the said title and
possession of said defendant, its successors and assigns thereto. It is
ordered that the said plaintiff pay the costs in this case taxed at \$

1181-A-2



Piece ABCDA, Claimed by State of Ohio.
 L.S. and M.S. Ry. Right of Way Lines = EF and GH.
 Scale 1" = 100'

5-18-M-5



N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div.
Lucas Co

-5-

PHOTODUPE

Blue Print Showing Lands
Claimed By State of Ohio

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div. -5-
Lucas Co, O.

PHOTODUPLICATION

Answer of L.S.& M.S.Ry.Co.
In Case # 23521 Oct. 1894

Franklin Com. Pleas

No. 23571

The State of Ohio

vs.

The C. & M. A. Ry.

Copy of Answer

E. D. POTTIER, JR.
ATTORNEY-AT-LAW,
12 & 13 DRUMMOND BLOCK,
TOLEDO, O.

In the Court of Common Pleas of Franklin County, Ohio.

The State of Ohio,

No. 23521.

Plaintiff,

vs.

The Lake Shore & Michigan
Southern Railway Company,

Defendant.

Answer.

FIRST DEFENSE.

The Lake Shore & Michigan Southern Railway Company, still protesting and objecting to the right of the said plaintiff to maintain this action against it, in this jurisdiction, and not intending hereby to waive the same, now comes and for answer to the petition filed herein, admits:

That it, said defendant is a corporation duly incorporated under and by virtue of the laws of the State of Ohio, having its principal office in the city of Cleveland, in said state.

And said defendant avers that it is not a resident of Franklin County, nor has it any agent in Franklin County upon whom it lawfully made service, but that service can be made upon said defendant in Lucas County, where the land in controversy is situated.

Admits that it is in the possession and use of a part or portion of the premises set forth in said petition, and which part or portion is more particularly described in its defense herein numbered 5.

Said answering defendant denies each, all and singular

the other averments of said petition, not herein specifically admitted or denied.

Second Defense.

Said answering defendant says it is a railway company organized and incorporated under and by virtue of the laws of the State of Ohio, as well as of the several states of New York, Pennsylvania, Michigan, Indiana and Illinois, having for its principal termini Buffalo on the east and Chicago on the west, and as such railroad its main line tracks connect and extend into and through said several states and into and through the City of Toledo and over and upon the lands described in said petition.

That said defendant is extensively engaged in an interstate, as well as local state business in the transportation of United States mails, passengers and freight, both from within and without the said State of Ohio, to points within and without said state, and that all its said traffic, north, south, east and west bound, destined to Toledo or points beyond, either east, west, north or south, pass over and upon its said two main line tracks so situate as aforesaid.

That at said City of Toledo it connects with some fifteen other separate systems of railroad, all engaged in the same traffic and business, and whose cars and traffic, under the laws of said state, it, said defendant, receives and delivers, and is bound to receive and carry, as well as traffic destined or deliverable to said other connecting carriers.

That the lands or premises upon which its said main line tracks are so situated, are absolutely necessary to it in the transaction of its said business and the performance of the obliga-

tions imposed upon ^{by} law, and without which said tracks it would be unable to do and transact its business.

That all its terminal property at Toledo, including warehouses, elevators, freight houses, round houses, station grounds, buildings, bridges, docks and other property, in the ~~construction, construction and maintenance of which it has expended~~ millions of dollars, have been purchased, acquired, built upon and improved with reference and adapted to the location of its said main line tracks over and upon said property; and that to be ejected from the use of said premises would cause irreparable damage, loss and injury to said plaintiff and its property, and seriously interrupt and interfere with, if not stop its traffic and ability to perform its public service.

And said defendant says that it, together with the Erie & Kalamazoo R.R.Co. and the Northern Indiana R.R.Co., to whose rights and franchises it succeeded, have claimed title to and have been in the exclusive, uninterrupted occupation, use and enjoyment of said premises with its said main line tracks and operated the same thereon, and engaged continuously in said traffic and business for upwards of forty years last past, and has, during all said time paid semi-annually all the taxes and assessments levied and assessed against said property for all purposes whatsoever, and said state ~~and~~ ~~and~~ ~~received from said defendant for and during all~~ said period, the taxes so levied and assessed upon said property and collected from said defendant. That said plaintiff made no claim to said premises until on or about the date of the commencement of this action.

Third Defense.

Said answering defendant further says that the Northern Indiana F.R.Co., to all whose rights, privileges and franchises

the said answering defendant succeeded, having prior thereto established, acquired, appropriated and extended its said main line tracks as the same now exist over, upon and across said premises, in order to connect the same with its main line tracks beyond, did upon the 13th day of January, 1853, make application to the Board of Public Works of the State of Ohio, for permission to construct its said railroad under the canal, just above the upper lock, to-wit; said lock 6, in Toledo, carrying the canal over the said defendant's said railroad by means of a permanent stone abutment, and accompanying such request were plans showing the precise location of said proposed tunnel or aqueduct and the side wings or walls thereto, which side wings or walls were to be and were placed or located upon part of said premises then in the use and occupation of said defendant, and which plaintiff is now seeking to recover.

That upon the 14th day of June, 1853, with full notice and knowledge of all the attending conditions and the effect thereof, an order was made by said Board of Public Works, which is as follows, to-wit:

"WHEREAS, The Northern Indiana Railroad Company has presented to this Board a plan for the erection of a stone structure under the canal at Toledo for the passage of their railroad; and also a plan for a temporary aqueduct of wood to be used during the year 1853, and have asked this Board to approve of the same: It is hereby ordered that the same be approved with the following limitations:

First, That the minimum width of the canal at the top water line shall not be reduced to less than forty feet, nor the depth of water to less than four feet by the temporary aqueduct; nor

day of July, 1853, the said Northern Indiana Railroad Company, for the consideration of \$903, bought of then then owners thereof, the following described premises, to-wit:

Lying in the City of Toledo, in the county of Lucas and State of Ohio, and being part of river tract 4, in the 12 Mile Square Reserve, etc. commencing at a stone monument standing in the south line of said river tract 4, at the center of Whittlesey Street and from thence running westerly in a direct line to the north westerly line or side of the Wabash and Erie Canal and distant from said tract line, north easterly on the line of said canal 107 feet and from thence south westerly along the north westerly line or side of said canal to said tract line and from thence east along said tract line to the place of beginning*.

The price paid therefor, being the full, fair value in money at that time.

That upon the 23rd day of April, 1853, the Northern Indiana Railroad Company, by condemnation proceedings in the Probate Court of Lucas County, Ohio, acquired the following described premises, to-wit:

That part of subdivision 6 of river tract 5 in the Twelve Mile Square Reserve at the foot of the rapids of the Miami of Lake Erie, described as commencing at a point in the east line of said subdivision number 6, distant from the north line of said tract 5, sixty five feet, and from thence running westerly on a direct line to a point in the west line of said subdivision, 50 feet south of said tract line, being all of said subdivision situate between said north line of said tract, and said line last above described, and embracing about one acre of land, together with about 5 1/4 acres in the north part of subdivision 2 of said river tract 5, for right of way purposes.

The award made by the jury in said proceeding was \$ and the same was paid by said railroad company and possession thereafter awarded to it.

That at the date of said purchase and condemnation proceedings, the said plaintiff was not in the use and occupation of said premises, nor had it ever taken possession thereof.

Sixth Defense.

The said State of Ohio, through its Board of Public Works and legally appointed agents, did on the ___ day of 1853, receive and collect from said Northern Indiana Railroad Company, the sum of \$158, for the license or privilege to said railway company of extending its tracks over and across said premises sought to be recovered in this action, and which said use in no way interfered with or damaged the said canal or canal property for any public use whatsoever. That the said sum so paid was the full and fair market value of the said premises at said date. (said answering defendant has reason to believe and so charges the fact to be that a valid, good and sufficient deed for said premises was executed and delivered to said Northern Indiana R.R.Co. at or about said date, but the same has been mislaid or lost and defendant has not yet been able to find the same.)

Said defendant hereto attaches a blue print or map marked exhibit "A", which it makes part hereof and to which reference is premises in question and the conditions as they now are and have been for upwards of forty years last past.

Seventh Defense.

And said answering defendant says that the act of the General Assembly, under which this action is prosecuted in the Court of Common Pleas of Franklin County, is unconstitutional and

void, as being contrary to the provision of section 26, of article 2, of the constitution of the State of Ohio, wherein it is provided: "All laws of a general nature shall have a uniform operation throughout the state".

Eight Defense.

~~And, as is defendant's case~~ ^{where} said act of the General Assembly which authorizes this action to be brought in Franklin County, is unconstitutional and void, and for the reason that the same is in conflict with section 5, article 1, of the constitution of the State of Ohio, which provides: "The right to trial by jury shall be inviolate".

Said defendant says it has the right under the constitution to have said case submitted to a jury selected from the territory of Lucas County, where said property is situate and where ~~where service of summons cannot be made upon it, under the statutes of the state.~~

And said defendant now having answered fully in the premises, asks that said petition be dismissed and that it recover its costs herein. Said defendant also asks by way of cross petition that its title to the said premises and the use and enjoyment thereof may be forever quieted in it, its successors and assigns.

Herein the premises as is just and equitable.

Attorney for Defendant.

STATE OF OHIO, LUCAS COUNTY, ss.

E.D. Potter, Jr., being duly sworn, says that he is attorney for the defendant in the above action; that said defendant is a corporation and for that reason affiant makes this affidavit.

Affiant says the facts stated in the foregoing answer are true as he believes.

E. D. Potter, Jr.

E. D. Potter, Jr.
Sworn to before me
this 20th day of October
1894.

E. D. Potter, Jr.

Witness my hand and
signature this
20th day of October
1894.

Notary Public, Lucas County, Ohio.

181-6 101-9-10

N. Y. C. R. R. CO.
Land & Tax Dep't. With, 81 - 7 -
Air Line Div.
Lucas Co.

REPRODUCTION OF
ORIGINAL DOCUMENT
PHOTODUPLICATION

Decision of State of Ohio
Demurrer to Answer in
Case # 23521
Mar. 1995

The State of Ohio,

vs

The Lake Shore and Michigan Southern
Railway Company.

This action was brought by the State to recover from the defendant the possession of a fraction of an acre of ground, situated in Toledo, Ohio, which has been used by the defendant as its terminal property, and on which are located its warehouses, elevators, freight houses, round houses, station buildings, bridges, docks and other property, costing ~~some~~ several million dollars.

There are eight defenses in the answer.

The Plaintiff has demurred to all but two.

The defendant is the successor of the Northern Indiana Railroad Company and it succeeds to whatever rights that Company had in the land whose recovery is here sought.

One defense is that the defendant has been in actual, continuous, and adverse possession of the land, under a claim of title, for over forty years. It is a plea of the Statute of Limitations.

There is no merit in this defense.

There is no better settled rule than this, that the bar of the statute of limitations cannot defeat a claim in favor of the State, unless the State is introduced merely as a formal party, and the real remedy sought in its name is but the enforcement of a private right.

Booth vs U. S., 11 G. & J., 373;

181-7-1

in all the Company did at so much expense.

The defense under consideration uses the "slippery" term "acquiesced". Acquiescence which occurs while the transaction is in progress is only estoppel.

De Bussehe vs Alt, 9 Ch. De., 314.

It is a quasi estoppel.

2 Pomeroy's Eq., Sec. 917.

To constitute a defense it must have all of the essential elements of an estoppel. Acquiescence which does not come up to this measure cannot deprive a person of his legal rights.

Russell vs. Watts, 25 Ch. D., 585-6;

Menéndez vs Holt, 128 U. S., 824;

Lamotte vs Wisner, 51 Md., 561.

This whole defense is one of equitable estoppel. Is such a defense available against the States?

Unless Leches is a form of estoppel, a proposition which might be maintained with some show of reason, this question has not been decided by our Supreme Court.

There is equally as strong ~~strong~~ reason, however, for the ~~conviction~~ ^{belief} that the State's rights should not be defeated by estoppel as there is for concluding that the statute of limitations does not foreclose its rights.

The general rule is that a sovereign's claims cannot be defeated by estoppel.

Johnson vs U. S., 5 Mason, 425;

Garr vs U. S., 98 U. S., 435.

Unlike an individual, the State can only get by its agents or officers. There would be

W 81-7-2

U. S. Insley, 130 U. S., 263;

Curtner vs U. S., 149 U. S., 662;

U. S. vs Des Moines, 142 U. S., 510;

U. S. vs Beebe, 127 U. S., 338.

In Beoley, vs Thomas, 31 O. S., 308, Judge Gilmore ex-

pressed the rule in this language:-

"The doctrine is well settled, in the absence of a statute to the contrary, that no laches is to be imputed to the government, and against it no time runs so as to bar its rights."

The tract of land in controversy adjoins the canal in Toledo. The tracks of the defendant's intersect the canal at the point where the land and the canal adjoin each other.

In obedience to a statute which conferred the authority, the Board of Public Works, in 1853, authorized the Northern Indiana Railroad Company, the predecessor of the defendant, to construct a tunnel under the canal at this point for the passage of its trains to and from either side of it.

At that time, the tracks and other structures of the last named Company were located on the land in question, and the Board had full knowledge and notice of that fact. The map which was then submitted to the Board, showing where the tunnel was to be located, exhibited the land sought to be recovered, and it was on this map that the Company made its proposal as to the tunnel, and on which the Board accepted it. The Board made no objection to that Company placing and constructing its tracks and other structures on the disputed ground, but they permitted it to go on, with full knowledge of the conditions, objects, and purposes, and acquiesced

manifest wisdom and justice in binding the State by their authorized acts; but there would be neither in stopping the State by their unauthorized acts and declarations.

The powers of the Board of Public Works and of the Canal Commissioners were limited. Their only implied powers were such as were essential to the due and sufficient exercise of the powers which were expressly granted.

Mygatt vs Washburn, 15 N. Y., 316.

Holten vs County Commissioners, 55 Ind., 194.

Public officers cannot bind the government they represent by acts beyond and in direct opposition to their express authority but which are within the scope of their implied authority; because they do not possess, and cannot exercise, the last named powers, called apparent powers. In this respect, they are unlike the agents of individuals.

Some courts have even resolved that the state is not bound by the contract of a public agent which was not specifically authorized, although it related to a subject within the general scope of his powers.

One who deals with such an agent must, at his peril, ascertain the nature and extent of his powers.

Parson vs Barnes, 25 Ark., 301;

25 Ark., 272;

Merchant's Bank vs Bergen Co., 115 U. S., 304;

Splitzer vs Blanshard, 82 Mich., 234.

Again, it is said by an author whose opinion is equal to some, and superior to many, judicial opinions, in weight of reason,

that a state is never estopped by the acts of its public agent which are done under ~~and~~ an apparent authority, which is not real.

Bishop's Contracts, Sees. 310, 308 (Revised Edition.)

One of the essential elements of an estoppel is that the agent of the party against whom it is invoked must have acted at least within the "apparent authority contained in, and conferred by, the terms of his commission, or the nature of his official functions, or his employment."

The Board of Public Works had no authority to pass or transfer the title of the land in question; it was outside of the apparent scope of their authority.

In State, &c., vs Railway Co., 37 O. S., 157, the Board was denied the right to grant to a Railroad Company the right to lay its tracks, and maintain and operate a railroad along the berme bank of a canal.

The contention of the Company was that such power followed as a logical corollary of the power of the Board to authorize railroads to cross the canals.

The acre of ground in question was purchased for a hydraulic site in obedience to a statute (Act of February 7th, 1826 (24 O.L., 50), to be used in connection with the canal. The Canal Commissioners were not empowered to sell it. (See second section of same act.) The title in fee was vested in the State, as another statute ordained. Act of February 1825 (25 Ohio Laws, 50).

The power of the Board of Public Works to authorize the Northern Indiana Railway Company to lay its tracks and operate its

road on this ground, by the plainest analogy from this decided case,

had no more legal existence than had the power to authorize the Company to do the same thing on the berme bank of the canal.

This land bought for hydraulic purpose had no closer relation to the canal than had the berme bank:

As was said in that case, it is a question of power, and the Board did not possess the power.

Not having the power, express or implied apparent, no act of the Board can estop the State from asserting its legal title to the land.

It was argued that the right of the Company to lay its tracks on the State's ground was impliedly, or perhaps necessarily, granted by the charter authorizing the Company to build a road from Toledo to another point between which this land was situated, an Indiana case (Indiana Park Central Railway Co. vs State of Indiana, 3 Ind., 221) having been appealed to to sustain it.

This was relied upon by the defeated party in the case reported in 37 Ohio State, where the Supreme Court questioned its soundness. When the Northern Indiana Railway Company was granted a charter to locate and build a road between Toledo and any other place, the charter only fixed the termini of the road. It did not attempt to define the location of the road. That could not be done till the Company surveyed and staked the route, and purchased or appropriated, in the exercise of the power of eminent domain, the ground. Will that was done its right did not vest; it did not attach to any particular or definite land. If the State had owned all of the lands between the termini, so that the road could not be

located except by going over it, there might be some plausibility

in the contention.

Another element of estoppel, is either ^{fraud} ~~fraud~~, or its equivalent, in ~~any~~ culpable negligence. If it was negligence, it must have been the proximate cause of the loss, and the neglect must have been of some duty which was owing to the party misled, or to the public.

Leather Mfrs. Bank vs Morgan, 117 U. S., 108;

Hunsboro vs Bissell, 18 Wall., 271;

Lehigh Co. vs Bonford, 150 U. S., 665.

Brown vs Ins. Co., 42 Md., 385.

This defense does not disclose that the Board of Public Works was guilty of any deception or fraud which led the Northern Indiana R. Co. to occupy this land and improve it. It owed no duty to either Railroad Company.

By those Courts which have expressed the doctrine that estoppel may be invoked against a government, it is conceded that it cannot be done when it is that species of estoppel which exists where one party makes an untruthful assertion that misleads a neighbor to his prejudice. They hold that it can only be done when one is precluded from taking inconsistent positions; as, "where, having taken one by which he was benefitted at the expense of another, he is not permitted to repudiate that and take another inconsistent position, to the prejudice of that other".

A false representation or a misleading statement is not an ingredient of that sort of estoppel.

This is the extreme point to which those Courts have gone

in holding governments bound by estoppel. Making an application

1181-7-6

of the rule to this case, it cannot be aid the defendant. Its third defense does not affirm that the State or its agent, the Board, adopted a position which was beneficial to it and expensive to the Northern Indiana Railroad Company. How was the State benefited by the construction of ~~the~~ its tracks, ~~etc.~~, on this ground?

It cannot be said that the benefit will consist of the improvements, because the State will not necessarily require them, if it prevails in this action.

But there is another, and a controlling, reason, why the third defense is not invulnerable to the demurrer.

Where the doctrine of estoppel is invoked concerning the title to land, the party misled must not only appear to have been ignorant of the true state of the title, but also without the means of acquiring knowledge.

Brant vs Va. Coal Co.;, 93 U. S., 336.

The third defense does not make it appear that the Northern Indiana Railroad Company was thus ignorant and thus without the means of knowledge as to the title.

Both sides of this question were intelligently discussed in Lake Superior Ship Canal, Ry. & Iron Co., vs Cunningham, 84 Fed. Rep., 819, by Judges *Jackson*, Brown and Severens, the first two deciding that estoppel could not be invoked against a government, and the latter dissenting.

In the deed by which this acre of ground was conveyed to the State, its use was restricted to a hydraulic site.

Another defense, ~~my~~ taking this as a basis, affirms that the State never in fact took possession of it for the purpose of a hydraulic site; that it cannot be used for that purpose, or for any ~~further~~ ^{public} use in connection with the canal; that it is only valuable for the railroad company, and for the general public as it is now used in the discharge of its public duties by the Company. The conclusion from this one fact and these assumptions, is that the claim of the State is stale.

This is a unique defense against the alleged disseizin of the State of this land.

The defendant has no shadow of right to insist on a forfeiture of the land, because the State has not used it for the purpose restricted by the deed. That is a purely personal right in the ~~grantor~~ grantor of the State.

As to the defense of staleness or laches, that is denied by the decision in 31 O. S., already cited.

Another defense, bisected into two defenses in form, is that the statute which authorized the Attorney General to institute the action in this county, instead of in Lucas County, is unconstitutional. That question was decided on the defendants' motion to quash the service of summons.

There is no reason for changing the conclusion.

The defendant has no vested right to be sued and to have this action tried in Lucas County ^{where} ~~where~~ the land is situated.

It is matter which it is competent for the Legislature to regulate by statute.

W 11-7-8 It is not obnoxious to the organic law which requires all

laws of a general nature to have a uniform operation; because it does ~~not~~ operate uniformly upon all railroad corporations, which are in possession of the land, mentioned in this act, and which the State seeks to recover. The act is no more unconstitutional on this ground than is the statute which authorizes service of summons of railroad corporations in a manner different from that by which individuals may be served.

Nor does the act deny to the defendant the right to trial by jury. There is not even a semblance of constitutional right in any person to have the trial of an ejection case before a jury of the county in which the land is located.

It is not profitable to dwell on either of these defenses.

The demurrer of the State to all of these defenses will be sustained.

The motion against the fifth defense is also sustained.

W 81-7-9

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div.
Lucas Co

-8-

REQUIREMENT FOR
BANK VAULT RECORD
PHOTOSTATED

Decision of State of Ohio
Demurrer to Answer in
Case # 23521 Mar. 1895

Copy

Canal Land case
at Toledo.

Discussion on documents,
March, 1895.

COPY

The State of Ohio,
vs
The Lake Shore and Michigan
Southern Railway Company.

This action is brought by the State to recover from the defendant the possession of a fraction of an acre of ground, situated in the City of Toledo, Ohio, which has been used by the defendant as its terminal property, and on which are located its warehouses, elevators, freight houses, round houses, station buildings, bridges docks and other property costing several million dollars. There are eight defenses in the Answer.

The plaintiff has demurred to all but two.

The defendant is the successor of the Northern Indiana Railroad Company and it succeeds to whatever rights that Company had in the land whose recovery is here sought.

One defense is that the defendant has been in actual possession continuous, and adverse possession of the land, under a claim of title, for over forty years. It is a plea of the Statute of Limitations.

There is no merit in this defense.

There is no better settled rule than this, that the bar of the statute of limitations cannot defeat a claim in favor of the State, unless the State in introduced merely as a formal party, and the real remedy sought in its name is but the enforcement of a private right.

Booth vs. U.S., 11 G. & J 373;

U.S. Insley, 130 U.S., 263;

Churtner vs. U.S., 149 U.S., 662;

U.S. vs. Des Moines, 142 U.S., 510

U.S. vs. Beebe, 127 U.S., 338.

In Seeley vs. Thomas, 31 O.S. 308, Judge Gilmore expressed the rule in this language:-

"The doctrine is well settled, in the absence of a statute to the contrary that no laches is to be imputed to the government, and against it no time runs so as to bar its rights."

The tract of land in controversy adjoins the canal in Toledo. The tracks of the defendant intersect the canal at the point where the land and the canal adjoin each other.

In obedience to a statute which conferred the authority, the Northern Indiana Works in 1855 authorized the Northern Indiana Railroad company, the predecessor of the defendant, to construct a tunnel under the canal at this point for the passage of its trains to and from either side of it.

At that time, the tracks and other structures of the last named Company were located on the land in question, and the Board had full knowledge and notice of that fact. The map which was then submitted to the Board, showing where the tunnel was to be located, exhibited the land sought to be recovered, and it was on this map that the Company made its proposal as to the tunnel, and on which the Board accepted it. The Board made no objection to that Company placing and constructing its tracks and other structures on the disputed ground, but they permitted it to go on "with full knowledge of the conditions, objects, and purposes", and acquiesced in all the Company did at so much expense.

W 188-1

The defense under consideration uses the "slippery" term "Acquiesced". Acquiescence which occurs while the transaction is in progress is only estoppel.

De Bussdhe vs Alt, 8 Ch. D. 314.

It is a quasi estoppel.

2 Pomeroy's Eq., Sec. 917.

To constitute a defense it must have all the essential elements of an estoppel. Acquiescence which does not come up to this measure can not deprive a person of his legal rights.

Russell vs. Watts, 25 Ch. D., 585-6;

Menendez vs. Holt, 128 U.S., 524.

Lamotte vs. Wisner, 51 Md., 561.

This whole defense is one of equitable estoppel. Is such a defense available against the State?

Unless laches is a form of estoppel, a proposition which might be maintained with some show of reason, this question has not been decided by our Supreme Court.

There is equally as strong reason, however, for the contention that the State's rights should not be defeated by estoppel as there is for concluding that the statute of limitations does not foreclose its rights.

The general rule is that a sovereign's claims cannot be defeated by estoppel.

Johnson vs. U.S. 5 Mason, 425;

~~Johnson vs. U.S. 5 Mason, 425.~~

Unlike an individual, the State can only act by its agents or officers. There would be manifest wisdom and justice in binding the State by their authorized acts; but there would be neither in stopping the State by their unauthorized acts and declarations.

The powers of the Board of Public Works and of the Canal Commissioners were limited. Their only implied powers were such as were essential to the due and sufficient exercise of the powers which were expressly granted.

Mygatt vs Washburn, 15 N.Y., 316.

Holton vs County Commissioners, 55 Ind. 194.

Public officers can not bind the government they represent by acts beyond and in direct opposition to their express authority but which are within the scope of their implied authority; because they do not possess, and can not exercise, the last named powers, called apparent powers. In this regard respect they are unlike the agents of individuals.

~~Some courts have even resolved that the state is not bound by the contract of a public agent which was not specifically authorized, although it related to a subject within the general scope of his powers.~~

One who deals with such an agent must, at his peril, ascertain the nature and extent of his powers.

Parssel vs Barnes, 25 Ark., 261;

25 Ark., 272;

Merchant's Bank vs Bergeon Co., 115 U. S., 384;

Spitzer vs Blanchardm 82 Mich., 234.

Again, it is said by an author whose opinion is equal to some, and superior to many, judicial opinions, in weight of reason, that a state is never estopped by the acts of its public agent which are done under an apparent authority, which is not real.

Bishop's Contracts, Secs. 310, 393, (Revised Edition.)

1181-2

One of the essential elements of an estoppel is that the agent of the party against whom it is invoked must have acted at least within the "apparent authority contained in, and conferred by, the terms of his commission, or the nature of his official functions, or his employment."

The Board of Public Works had no authority to pass or transfer the title of the land in question; it was outside of the apparent scope of their authority.

In State, &c., vs. Railway Co., 37 O.S., 157, the Board was denied the right to grant to a Railroad Company the right to lay its tracks, and maintain and operate a railroad along the berme bank of a canal.

The contention of the company was that such power followed as a logical corollary of the power of the Board to authorize railroads to cross the canals.

The acre of ground in question was purchased for a hydraulic site in obedience to a Statute (Act of February 7th, 1826 (24 O.L. 58), to be used in connection with the canal. The Canal Commissioners were not empowered to sell it. (See second section of same act.) The title in fee was vested in the State, ~~an~~ another statute ordained. Act of February 1825 (23 Ohio Laws, 50).

The power of the Board of Public Works to authorize the Northern Indiana Railway Company to lay its tracks ~~had~~ operate its road on this ground, by the plainest analogy from this decided case had ~~no~~ legal existence ~~than had the power to authorize the~~

~~to the canal than had the berme bank of the canal~~
This land bought for hydraulic purpose had no closer relation to the canal than had the berme bank:

As was said in that case, it is a question of power, and the Board did possess the power.

Not having the power, express or apparent, no act of the Board can estop the State from asserting its legal title to the land.

It was argued that the right of the company to lay its tracks on the State's ground was ~~implied~~ or perhaps necessarily granted by the charter authorizing the Company to build a road from Toledo to another point between which this land was situated, an Indiana case (Indiana Central Railway Co. vs. State of Indiana, 3 Ind. 421) having been appealed to to sustain it.

This was relied upon by the defeated party in the case reported in 37 Ohio State, where the Supreme Court questioned its soundness. When the Northern Indiana Railway Company was granted

~~any other~~
place, the charter only fixed the terminal of the road. It did not attempt to define the location of the road. That could not be done until the company surveyed and staked the route, and purchased or appropriated, in the exercise of the power of eminent domain, the ground. Till that was done its right did not vest; it did not attach to any particular or definite land. If the State had owned all of the lands between the termini, so that the road could not be located except by going over it, there might be some plausibility in the contention.

Another element of estoppel, is either fraud or its equivalent in culpable negligence. If it was negligence, it must have been the proximate cause of the loss, and the neglect must have been of some duty which was owing to the party misled, or to the public.

Leather Mfrs. Bank vs. Morgan, 117 U.S., 108;
Hunnsboro vs Bissell, 18 Wall, 271;
Lehigh Co. vs Bonford, 150 U.S., 665.
Brown vs Ins. Co., 42 Md., 385.

This defense does not disclose that the Board of Public Works was guilty of any deception or fraud which led the Northern Indiana R. Co. to occupy this land and improve it. It owed no duty to either railroad company.

By those Courts which have expressed the doctrine that estoppel may be invoked against a government, it is conceded that it cannot be done when it is that species of estoppel which exists where one party makes an untruthful assertion that misleads another to his prejudice. They hold that it can only be done when one is precluded from taking inconsistent positions; as, "where having taken one by which he was benefited at the expense of another, he is not permitted to repudiate that and take another inconsistent position, to the prejudice of that other."

A false representation or a misleading statement is not an ingredient of that sort of estoppel.

This is the extreme point to which those Courts have gone in holding governments bound by estoppel. Making an application of the rule to this case, it cannot aid the defendant. Its third defense does not affirm that the State or its agent, the Board, adopted a position which was beneficial to it and expensive to the northern Indiana Railroad Company. How was the State benefited by the Board's violation of its contract, or, on this ground?

It cannot be said that the benefit will consist of the improvements, because the State will not necessarily acquire them, if it prevails in this action.

But there is another, and a controlling, reason, why the third defense is not invulnerable to the demurrer.

Where the doctrine of estoppel is invoked concerning the title to land, the party misled must not only appear to have been ignorant of the true state of the title, but also without the means of acquiring knowledge.

Brant vs Va. Coal Co., 93 U.S., 336/
The third defense does not make it appear that the Northern Indiana Railroad Company was thus ignorant and thus without the means of knowledge as to the title.

Both sides of this question were intelligently discussed in Lake Superior Ship Canal, Ry. & Iron Co., vs Cunningham, 44 Fed.

~~See also~~ Judge Jackson, Brown and Severns, the first two deciding that estoppel could not be invoked against a government, and the latter dissenting.

In the deed by which this acre of ground was conveyed to the State, its use was restricted to a hydraulic site.

Another defense, taking this as a basis, affirms that the State never in fact took possession of it for the purpose of a hydraulic site; that it can not be used for that purpose, or for any public use in connection with the canal; that it is only valuable for the railroad company, and for the general public as it is now used in the discharge of its public duties by the Company. The conclusion from this one fact and these assumptions, is that the claim of the State is stale.

W 81-8

This is a unique defense against the alleged disseizin of the State of this land.

The defendant has no shadow of right to insist on a forfeiture of the land, because the State has not used it for the purpose restricted by the deed. That is a purely personal right in the grantor of the State.

As to the defense of staleness or laches, that is denied by the decision in 31 O.S., already cited.

~~Another defense, bisected into two defenses in form, is that the statute which authorized the Attorney General to institute the action in this county, instead of Lucas County, is unconstitutional. That question was decided on the defendant's motion to quash the service of summons.~~

There is no reason for changing the conclusion.

The defendant has no vested right to be sued and to have this action tried in Lucas County where the land is situated. It is a matter which it is competent for the Legislature to regulate by statute.

It is not obnoxious to the organic law which requires all laws of a general nature to have a uniform operation; because it does operate uniformly upon all railroad corporations, which are in possession of the land mentioned in this act, and which the State seeks to recover. The act is no more unconstitutional on this ground than is the statute which authorized service of summons on railroad corporations in a manner different from that by which individuals may be served.

~~nor does the act deny to the defendant the right to trial by jury.~~ There is not even a semblance of constitutional right in any person to have the trial of an ejectment case before a jury of the county in which the land is located.

It is not profitable to dwell on either of these defenses.

The demurrer of the State to all of these defenses will be sustained.

The motion against the fifth defense is also sustained.

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div,
Lucas Co.

-9-

Plat showing R. of W.
L.S. & W.S. Ry. & Land Claimed
by The State of Ohio at
Canal Lock # 3

Carroll J. and

Carroll

Toledo

232

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div. -10-
Lucas Co.

RECORDED FOR
MULTI RECORD
PATENT OFFICE

Journal Entry In Case
23521

W 81-10-2

No. 23521

The State of Ohio

Plaintiff

vs

The T. & M. S. R. R. Co.

Defendant

Certified Copy of Petition

Filed

Apr. 9, 1890.

Thos. W. Beck, Clerk

By M. M. Mumrith, Deputy

D. S. Watson,

Atty. for Plff.

Court of Common Pleas, Franklin County, Ohio.

The State of Ohio-----Plaintiff.

-vs-

The Lake Shore and Michigan Southern Railway Co.,-----Defendant.

Petition.

Plaintiff says that the Defendant is a corporation duly incorporated under the laws of the State of Ohio, with its principal office in the City of Cleveland in said State.

Plaintiff further says that it has a legal estate in and is entitled to the possession of the following real estate situated in the County of Lucas, City of Toledo and State of Ohio and bounded and described as follows to wit;

A strip or parcel of land one hundred and twenty-four feet in width being sixty-two feet in width on each side of the center line of the tracks of The Lake Shore and Michigan Southern Railway Company's Railroad extending from the east rail of the Toledo St. Louis and Kansas City Railway Company's Railroad northwesterly to the foot of the slope of the westerly bank of the Miami and Erie canal and being a part of the following described real estate.

A lot at lock No. 6 of the Wabash and Erie Canal beginning at a point fifty feet at right angles from the south east face of the lock chamber wall and one chain above the head of the lock; thence north 45 3-4 east parallel with said face wall, five chains; thence 44 1-4 east two chains; thence south 45 3-4 west five chains; thence north 44 1-4 west two chains to the place of beginning containing one acre.

The plaintiff further says that the defendant unlawfully keeps it out of the possession of said premises.

Wherefore plaintiff asks judgement for the possession of said real estate.

David K. Watson, Atty. Gen'l.

1181-20-1

Lucas Co. Air Line Div.

8

State of Ohio

^{vs.} L. S. M. S. Ry. Co.

Copy of Journal Entry

No 23521.

Right of way across State
lands at Canal Lock No. 6.

Also @

May 13-1895

Sween Lee, Air Line Div.

Rec'd

RECORDED IN
THE VAIL RECORDS
IMMEDIATELY

Page 59 Vol. A
L.S. M. S. Ry. Records

Company said 1300 East Court of suit. Amended petition and for following decree - 11/11/95

Plat attached was prepared at request of E. D. Potter Jr. Esq. Atty at Law, 140 E. Bay Street, Newark, N. J.

Franklin County, Ohio,

The State of Ohio,)
Plaintiff,)
vs.)
The Lake Shore and Michigan)
Southern Railway Company,)
Defendant.)

Common Pleas Court.

No. 25, 581.

This day came the parties by their attorneys and by leave of the Court the petition is amended by striking out the following words in the description of the real estate therein, namely, "Extending from the east rail of The Toledo, St Louis and Kansas City Railroad Company's Railway" and inserting the following matter, to-wit: "extending from the east line of the one acre lot herein-after described", and by leave of the Court and consent of parties the answer and reply heretofore filed in this cause are treated as refiled to the petition as above amended.

Thereupon this day came the plaintiff the State of Ohio, by the Attorney General, and the defendant, The Lake Shore and Michigan Southern Railway Company, by its attorney E.D.Potter, Jr. and there upon this cause came on for hearing and was heard upon the pleadings and the evidence without the intervention of a jury, the same having been waived.

On consideration whereof, the Court finds, on the issue joined, for the defendant.

The Court further finds that at the time of bringing this action the said defendant, The Lake Shore & Michigan Southern Railway Company, was in the occupation and possession of all the real property described in the petition as above amended; and that it has the legal title and fee simple estate therein, and is entitled to the possession of the same; that the said plaintiff has no interest or estate in said premises, nor is it entitled to the possession of the same, or any part thereof; and that the defendant ought now to have its title and possession quieted as against the claim and demand of said plaintiff, as prayed for in the answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of The Lake Shore & Michigan Southern ~~Company~~ Railway ~~Company~~ to all and singular the premises described in the petition, as above amended, to-wit, the following real estate situate in the County of Lucas, City of Toledo, and State of Ohio, and bounded and described as follows:

A strip or parcel of land one hundred and twenty four feet in width, being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east line of the one acre lot hereinafter described northerly to the foot of the slope of the westerly bank of the Miami and Erie ~~Canal~~ Canal and being part of the following described real estate:

A lot at lock six of the Wabash and Erie canal, beginning at a point fifty feet at right angles from the southeast face of lock chamber wall and one chain above the head of the lock; thence north

forty five and ~~three~~ fourths degrees east parallel with said face of well, five chains; thence south forty four and one fourth degrees east, two chains; thence south forty five and three fourths degrees, west five chains; thence north forty four and one fourth degrees west, two chains to the place of beginning, containing one acre; be and the same are hereby quieted as against the said plaintiff ~~and~~ all persons claiming under it; and said plaintiff is hereby forever enjoined from setting up any claim to said strip or any part thereof adverse to said title and possession of said defendant, its grantees, licensees, successors and assigns thereto. ✓

It is ordered that the plaintiff pay the costs in this case taxed at \$

(Decree entered May 15, 1896)

H.D.P., Jr.

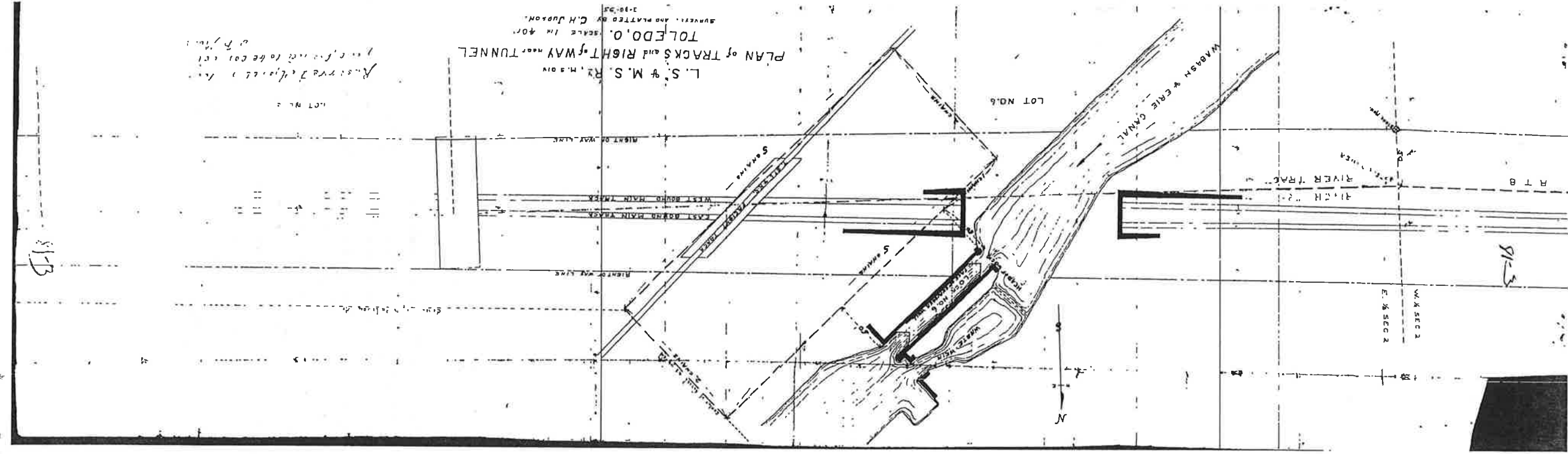
81-2

L.S. & M.S. R.R. 11.3 DIV.
 PLAN OF TRACKS AND RIGHTWAY NEAR TUNNEL
 TOLEDO, O.
 SCALE IN 40 FT.
 SURVEYED AND PLATTED BY C.H. JUDSON.
 2-18-25

RIVERSIDE DEVELOPMENT
 1/2 AC. FINISHED TO BE COLLECTED
 AT POINT
 LOT NO. 2

81-B

91-3



Legal Department

The Erie Railroad, Michigan Southern & Northern Railway Co.

0334
of
of

Cleveland O

May 14th, 1895.

Mr. R.A. Handy,

Chief Engineer,
Cleveland.

In re State of Ohio against the company Suit brought at
Columbus to obtain possession of land occupied by us in River
Tracts four and five, at Canal Lock Six, Toledo:

This case has been settled by the payment to the State of
Three Hundred Dollars, and the costs of suit, and this company has
obtained a decree finding the title of the property described in
the petition to be in the company and quieting its title to the
same as against the state and all claiming under it.

I enclose you a copy of the decree which was entered in
the Common Pleas Court at Columbus, May 13th, 1895, and will form
a part of the record in the case in the Clerk's office of said
court.

A complete description of the land is given in the decree.
I also enclose you a blue-print of the map prepared at the
request of Mr. Potter by Messrs. Judson and Marston, Engineers
residing in Toledo, showing the exact location of this land to
which our title is now made perfect.

Yours very truly,
W. H. Judson
Attorney



NOTICE

THE PRECEDING PAGE HAS
INFORMATION NOT
PICKED UP BY SCAN. CONTACT
ARCHIVES DEPARTMENT FOR MISSING
INFORMATION.

Top
MIL

Lucas Co. Air-Line Di
Franklin Con Pies

No 23521

State of Ohio

no.

The S. S. and M. S. Ry. Co.

Journal Entry

May 13-1895

Right of Way at Toledo
Aqueduct - back 72.6 -

NOT TO BE USED FOR
REPRODUCTION
PHOTOCOPIED

702.44 Page 59
L. S. T. M. & Ry. Records

C. A. P. K.

COPY.

The State of Ohio,)
Plaintiff,)
vs.)
The Lake Shore & Michigan)
Southern Railway Company,)
Defendant.)

Franklin County, Ohio,
Common Pleas Court.
No. 23, 521.

This day came the parties by their attorneys and by leave of the Court the petition is amended by striking out the following words in the description of the real estate therein, namely, "Extending from the east rail of The Toledo, St. Louis and Kansas City Railroad Company's railway" and inserting the following matter, to-wit: "extending from the east line of the one acre lot hereinafter described", and by leave of the Court and consent of parties the answer and reply heretofore filed in this cause are created as re-filed to the petition as above amended.

Thereupon this day came the plaintiff the State of Ohio, by the Attorney General, and the defendant, The Lake Shore & Michigan Southern Railway Company, by its attorney E.D. Potter, Jr. and thereupon this cause came on for hearing and was heard upon the pleadings and the evidence without the intervention of a jury, the same having been waived.

On consideration of the facts, the Court finds, on the issue joined, for the defendant.

The Court further finds that at the time of bringing this action the said defendant, The Lake Shore & Michigan Southern Railway Company, was in the occupation and possession of all the real property described in the petition as above amended; and that it has the legal title and fee simple estate therein, and is entitled to the possession of the same; that the said plaintiff has no interest or estate in said premises, nor is it entitled to the possession of the same, or any part thereof; and that the defendant ought now to have its title and possession quieted as against the claim and demand of said plaintiff, as prayed for in the answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of The Lake Shore & Michigan Southern Railway Company to all and singular the premises described in the petition, as above amended, to-wit, the following real estate situated in the City of Toledo, and State of Ohio, and bounded and described as follows:

A strip or parcel of land one hundred and twenty four feet in width, being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east line of the one acre lot hereinafter described northwesterly to the foot of the slope of the westerly bank of the Miami and Erie canal and being part of the following described real estate:

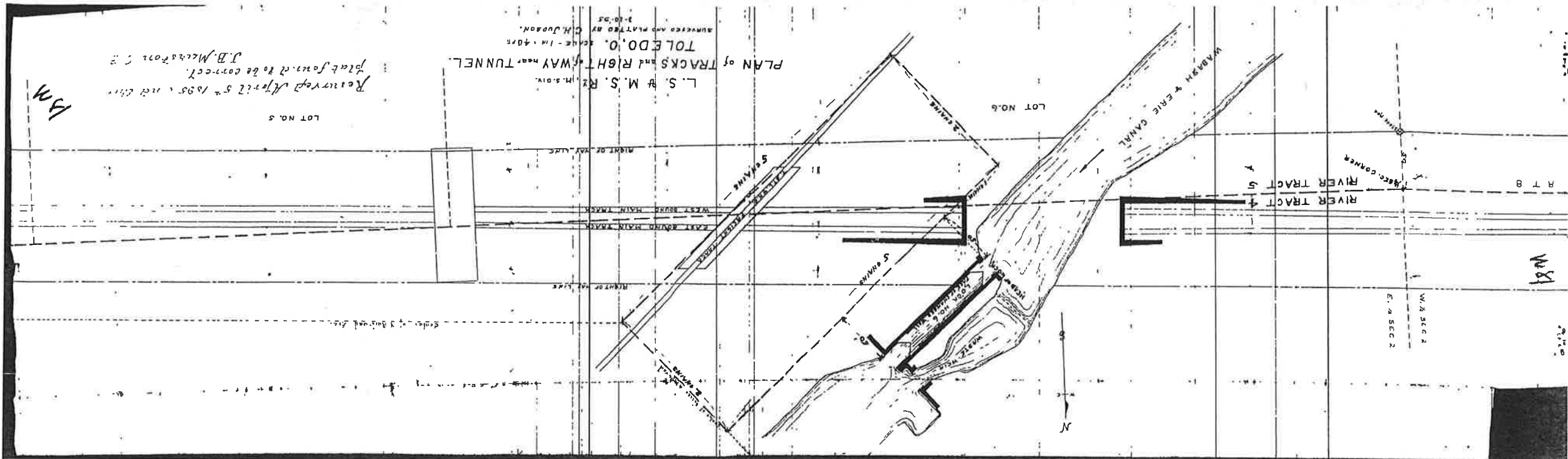
A lot of six of the Wabash and Erie canal, beginning at a point fifty feet at right angles from the southeast face of lock chamber wall and one chain above the head of the lock; thence north forty five and three fourths degrees east parallel with said face of wall, five chains; thence south forty four and one fourth de-

Greens east, two chains; thence south forty five and three fourths degrees, west five chains; thence north forty four and one fourth degrees west, two chains to the place of beginning, containing one acre; be and the same are hereby quieted as against the said plaintiff and all persons claiming under it; and said plaintiff is hereby forever enjoined from setting up any claim to said strip or any part thereof adverse to said title and possession of said ~~land~~ ~~land~~. Its Grantees, licensees, successors and assigns thereto. It is ordered that ~~the~~ plaintiff pay the costs in this case taxed at \$

(Decree entered May 13, 1895)

E.D.P.Jr.

WSY



PLAN of TRACKS and RIGHT OF WAY near TUNNEL.
 L. S. & M. S. R.R. M.S. DIV.
 TOLEDO, O. SCALE - 1 in = 40 ft
 SURVEYED AND PLATTED BY C.H. HUDSON.
 1-30-25

Resurveyed April 5th 1895, and other
 data found to be correct.
 J.B. Meeks 2002 C 2

LOT NO. 5

BM

W&E

1895

NOTICE

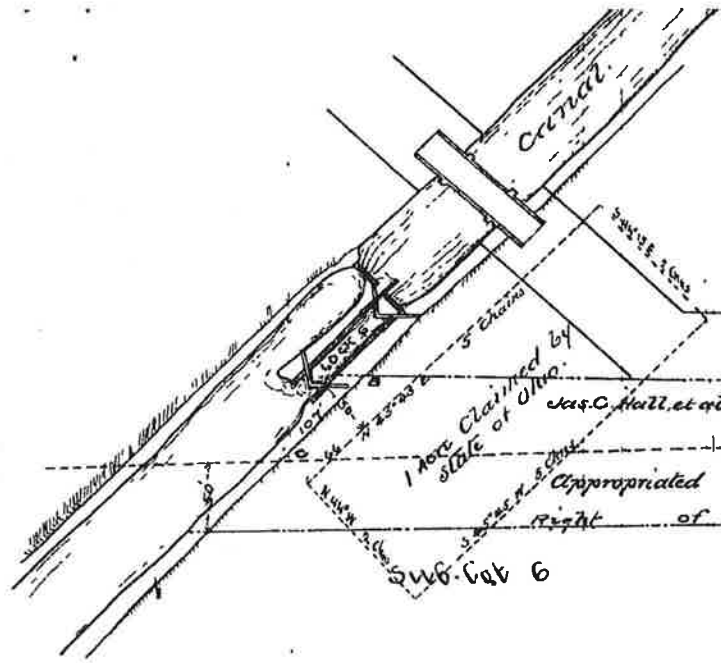
THE PRECEDING PAGE HAS
INFORMATION NOT
PICKED UP BY SCAN. CONTACT
ARCHIVES DEPARTMENT FOR MISSING
INFORMATION.

M. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div. -10-
Lucas Co.

RECORDED FOR
INDEXED RECORDS
REGISTERED

Journal Entry In Case
23521

W 81-9



1 acre claimed by
State of Ohio

Appropriated 1853

Sub. Lot 6

Tract 5

Tract 4

VINTON ST.

OHIO ST.

WHITESEY ST.

Right of Way Line
Jas. C. Hall, et al. To N. I. R. Co. - July 10-1853 - Vol. 23, P. 96 11 inclusive.
Line Between Tracts 4 and 5.

L. S. & M. S. Right of Way.

SW 6. Cox 5

Plat Showing Right of Way of L. S. & M. S. Ry.,
and Land Claimed by State of Ohio,
at Canal Lock No. 6.
Toledo, O.

Scale 1" = 100' Plat made Oct 5-1874

Franklin Conn. Pleas

No. 23573

The State of Ohio

vs.

The C. & O. M. & Ry.

Copy of answers

F. D. POTTER, JR.
ATTORNEY-AT-LAW,
2 & 13 DRUMMOND BLOCK,
TOLEDO, O.

N. Y. C. R. R. CO.

Land & Tax Dep't. with No. 81
Air Line Div. -6-
Lucas Co, O.

PHOTODUPLICATION

Answer of L. S. & M. S. Ry. Co.

In Case # 23521 Oct. 1894

In the Court of Common Pleas of Franklin County, Ohio.

The State of Ohio,

No. 23521.

Plaintiff,

vs.

The Lake Shore & Michigan

Southern Railway Company,

Defendant.

Answer.

FIRST DEFENSE.

The Lake Shore & Michigan Southern Railway Company, still protesting and objecting to the right of the said Plaintiff to maintain this action against it, in this jurisdiction, and not intending hereby to waive the same, now comes and for answer to the petition filed herein, admits:

That it, said defendant is a corporation duly incorporated under and by virtue of the laws of the State of Ohio, having its principal office in the city of Cleveland, in said state.

And said defendant avers that it is not a resident of Franklin County, nor has it any agent in Franklin County upon whom legal service can be made upon said defendant in Lucas County, where the land in controversy is situated.

Admits that it is in the possession and use of a part or portion of the premises set forth in said petition, and which part or portion is more particularly described in its defense herein numbered 5.

Said answering defendant denies each, all and singular

W-81-6

the other averments of said petition, not herein specifically admitted or denied.

Second Defense.

Said answering defendant says it is a railway company organized and incorporated under and by virtue of the laws of the State of Ohio, as well as of the several states of New York, Pennsylvania, Michigan, Indiana and Illinois, having for its principal termini Buffalo on the east and Chicago on the west, and as such railroad its main line tracks connect and extend into and through said several states and into and through the City of Toledo and over and upon the lands described in said petition.

That said defendant is extensively engaged in an interstate, as well as local state business in the transportation of United States mails, passengers and freight, both from within and without the said State of Ohio, to points within and without said state, and that all its said traffic, north, south, east and west bound, destined to Toledo or points beyond, either east, west, north or south, pass over and upon its said two main line tracks so situate as aforesaid.

That at said City of Toledo it connects with some fifteen other separate systems of railroad, all engaged in the same traffic and business, and whose cars and traffic. under the laws of said state, it, said defendant, receives and delivers, and is bound to receive and carry, as well as traffic destined or deliverable to said other connecting carriers.

That the lands or premises upon which its said main line tracks are so situated, are absolutely necessary to it in the transaction of its said business and the performance of the obliga-

tions imposed upon ^{by} law, and without which said tracks it would be unable to do and transact its business.

That all its terminal property at Toledo, including warehouses, elevators, freight houses, round houses, station grounds, buildings, bridges, docks and other property, in the ~~erect~~ ^{erection, construction and maintenance of which it has expended} millions of dollars, have been purchased, acquired, built upon and improved with reference and adapted to the location of its said main line tracks over and upon said property; and that to be ejected from the use of said premises would cause irreparable damage, loss and injury to said plaintiff and its property, and seriously interrupt and interfere with, if not stop its traffic and ability to perform its public service.

And said defendant says that it, together with the Erie & Kalamazoo R.R.Co. and the Northern Indiana R.R.Co., to whose rights and franchises it succeeded, have claimed title to and have been in the exclusive, uninterrupted occupation, use and enjoyment of said premises with its said main line tracks and operated the same thereon, and enjoyed continuously in said traffic and business for upwards of forty years last past, and has, during all said time paid semi-annually all the taxes and assessments levied and assessed against said property for all purposes whatsoever, and said state ~~and~~ ^{and} ~~rescinded~~ ^{rescinded} ~~from~~ ^{from} said defendant for and during all said period, the taxes so levied and assessed upon said property and collected from said defendant. That said plaintiff made no claim to said premises until on or about the date of the commencement of this action.

Third Defense.

Said answering defendant further says that the Northern Indiana F.R.Co., to all whose rights, privileges and franchises

the said answering defendant succeeded, having prior thereto established, acquired, appropriated and extended its said main line tracks as the same now exist over, upon and across said premises, in order to connect the same with its main line tracks beyond, did upon the 13th day of January, 1853, make application to the Board of Public Works of the State of Ohio, for permission to construct its said railroad under the canal, just above the upper lock, to-wit; said lock 6, in Toledo, carrying the canal over the said defendant's said railroad by means of a permanent stone abutment, and accompanying such request were plans showing the precise location of said proposed tunnel or aqueduct and the side wings or walls thereto, which side wings or walls were to be and were placed or located upon part of said premises then in the use and occupation of said defendant, and which plaintiff is now seeking to recover.

That upon the 14th day of June, 1853, with full notice and knowledge of all the attending conditions and the effect thereof, an order was made by said Board of Public Works, which is as follows, to-wit:

"WHEREAS, The Northern Indiana Railroad Company has presented to this Board a plan for the erection of a stone structure under the canal at Toledo for the passage of their railroad; and also a plan for a temporary aqueduct of wood to be used during the year 1853, and have asked this Board to approve of the same:

It is hereby ordered that the same be approved with the following limitations:

First, That the minimum width of the canal at the top water line shall not be reduced to less than forty feet, nor the depth of water to less than four feet by the temporary aqueduct; nor

day of July, 1853, the said Northern Indiana Railroad Company, for the consideration of \$903, bought of then then owners thereof, the following described premises, to-wit:

"Lying in the City of Toledo, in the county of Lucas and State of Ohio, and being part of river tract 4, in the 12 Mile Square Reserve, etc. commencing at a stone monument standing in the south line of said river tract 4, at the center of Whittlesay Street and from thence running westerly in a direct line to the north westerly line or side of the Wabash and Erie Canal and distant from said tract line, north easterly on the line of said canal 107 feet and from thence south westerly along the north westerly line or side of said canal to said tract line and from thence east along said tract line to the place of beginning".

The price paid therefor, being the full, fair value in money at that time.

That upon the 23rd day of April, 1853, the Northern Indiana Railroad Company, by condemnation proceedings in the Probate Court of Lucas County, Ohio, acquired the following described premises, to-wit:

"That part of subdivision 6 of river tract 5 in the Twelve Mile Square Reserve at the foot of the rapids of the Miami of Lake Erie, described as commencing at a point in the east line of said subdivision number 6, distant from the north line of said tract 3, sixty five feet, and from thence running westerly on a direct line to a point in the west line of said subdivision, 50 feet south of said tract line, being all of said subdivision situate between said north line of said tract, and said line last above described, and embracing about one acre of land, together with about 5 1/4 acres in the north part of subdivision 2 of said river tract 5, for right of way purposes".

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The award made by the jury in said proceeding was \$ and the same was paid by said railroad company and possession thereafter awarded to it.

That at the date of said purchase and condemnation proceedings, the said plaintiff was not in the use and occupation of said premises, nor had it ever taken possession thereof.

Sixth Defense.

The said State of Ohio, through its Board of Public Works and legally appointed agents, did on the ___ day of 1853, receive and collect from said Northern Indiana Railroad Company, the sum of \$158, for the license or privilege to said railway company of extending its tracks over and across said premises sought to be recovered in this action, and which said use in no way interfered with or damaged the said canal or canal property for any public use whatsoever. That the said sum so paid was the full and fair market value of the said premises at said date. (said answering defendant has reason to believe and so charges the fact to be that a valid, good and sufficient deed for said premises was executed and delivered to said Northern Indiana R.R.Co. at or about said date, but the same has been mislaid or lost and defendant has not yet been able to find the same.)

Said defendant hereto attaches a blue print or map marked exhibit "A", which it makes part hereof and to which reference is premises in question and the conditions as they now are and have been for upwards of forty years last past.

Seventh Defense.

And said answering defendant says that the act of the General Assembly, under which this action is prosecuted in the Court of Common Pleas of Franklin County, is unconstitutional and

void, as being contrary to the provision of section 26, of article 2, of the constitution of the State of Ohio, wherein it is provided: "All laws of a general nature shall have a uniform operation throughout the state".

Eight Defense.

~~And said defendant~~ that said act of the General Assembly which authorizes this action to be brought in Franklin County, is unconstitutional and void, and for the reason that the same is in conflict with section 5, article 1, of the constitution of the State of Ohio, which provides: "The right to trial by jury shall be inviolate".

Said defendant says it has the right under the constitution to have said case submitted to a jury selected from the territory of Lucas County, where said property is situate and where where service of summons cannot be made upon it, under the statutes of the state.

And said defendant now having answered fully in the premises, asks that said petition be dismissed and that it recover its costs herein. Said defendant also asks by way of cross petition that its title to the said premises and the use and enjoyment thereof may be forever quieted in it, its successors and assigns.

11ef in the premises as is just and equitable.

Attorney for Defendant.

1886

STATE OF OHIO, LUCAS COUNTY, ss.

E.D. Potter, Jr., being duly sworn, says that he is attorney for the defendant in the above action; that said defendant is a corporation and for that reason affiant makes this affidavit.

Affiant says the facts stated in the foregoing answer are true as

Wm. D. Williams
Wm. D. Williams
 he believes.
 Sworn to before me on this *10th* day of *October* 18*94*.
E. D. Potter, Jr.
E. D. Potter, Jr.
 signed in my presence this
 day of *October* 18*94*.
E. D. Potter, Jr.
 Notary Public, Lucas County, Ohio.

NOTARY PUBLIC
 E. D. POTTER, JR.
 LUCAS COUNTY, OHIO.

1894-10-10

N. Y. C. R. R. CO.
Land & Tax Dep't. with, 81 - 7 -
Air Line Div.
Lucas Co.

PHOTODUPLICATION
SERVICES
PHOTODUPLICATION

Decision of State of Ohio
Demurrer to Answer in
Case # 23521
Mar. 1895

The State of Ohio,

vs

The Lake Shore and Michigan Southern
Railway Company.

This action was brought by the State to recover from the defendant the possession of a fraction of an acre of ground, situated in Toledo, Ohio, which has been used by the defendant as its terminal property, and on which are located its warehouses, elevators, freight houses, round houses, station buildings, bridges, docks and other property, costing ~~some~~ several million dollars.

There are eight defenses in the Answer.

The Plaintiff has demurred to all but two.

The defendant is the successor of the Northern Indiana Railroad Company and it succeeds to whatever rights that Company had in the land whose recovery is here sought.

One defense is that the defendant has been in actual, continuous, and adverse possession of the land, under a claim of title, for over forty years. It is a plea of the Statute of Limitations.

There is no merit in this defense.

There is no better settled rule than this, that the bar of the statute of limitations cannot defeat a claim in favor of the State, unless the State is introduced merely as a formal party, and the real remedy sought in its name is but the enforcement of a private right.

In the contention.

Another element of estoppel, is either ^{fraud} ~~fraud~~ or its equivalent, in ~~any~~ culpable negligence. If it was negligence, it must have been the proximate cause of the loss, and the neglect must have been of some duty which was owing to the party misled, or to the public.

Leather Mfrs. Bank vs Morgan, 117 U. S., 108;

Hunnsboro vs Bissell, 18 Wall., 271;

Lehigh Co. vs Bonford, 150 U. S., 665.

Brown vs Ins. Co., 42 Md., 385.

This defense does not disclose that the Board of Public Works was guilty of any deception or fraud which led the Northern Indiana E. Co. to occupy this land and improve it. It owed no duty to either Railroad Company.

By those Courts which have expressed the doctrine that estoppel may be invoked against a government, it is conceded that it cannot be done when it is that species of estoppel which exists where one party makes an untruthful assertion that misleads a neighbor to his prejudice. They hold that it can only be done when one is precluded from taking inconsistent positions; as, "where, having taken one by which he was benefitted at the expense of another, he is not permitted to repudiate that and take another inconsistent position, to the prejudice of that other".

A false representation or a misleading statement is not an ingredient of that sort of estoppel.

This is the extreme point to which those Courts have gone

in holding governments bound by estoppel. Making an application

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had no more legal existence than had the power to authorize the Company to do the same thing on the berms bank of the canal.

This land bought for hydraulic purpose had no closer relation to the canal than had the berms bank:

As was said in that case, it is a question of power, and the Board did not possess the power.

Not having the power, express or implied apparent, no act of the Board can estop the State from asserting its legal right title to the land.

It was argued that the right of the Company to lay its tracks on the State's ground was impliedly, or perhaps necessarily, granted by the charter authorizing the Company to build a road from Toledo to another point between which this land was situated, an Indiana case (Indiana ~~State~~ Central Railway Co. vs State of Indiana, 3 Ind., 222) having been appealed to to sustain it.

This was relied upon by the defeated party in the case reported in 37 Ohio State, where the Supreme Court questioned its soundness. When the Northern Indiana Railway Company was granted a charter to locate and build a road between Toledo and any other place, the charter only fixed the termini of the road. It did not attempt to define the location of the road. That could not be done till the Company surveyed and staked the route, and purchased or appropriated, in the exercise of the power of eminent domain, the ground. Till that was done its right did not vest; it did not attach to any particular or definite land. If the State had owned all of the lands between the termini, so that the road could not be located except by going over it, there might be some plausibility

that a state is never estopped by the acts of its public agent which are done under such an apparent authority, which is not real.

Bishop's Contracts, Secs. 510, 508 (Revised Edition.)

One of the essential elements of an estoppel is that the agent of the party against whom it is invoked must have acted at least within the "apparent authority contained in, and conferred by, the terms of his commission, or the nature of his official functions, or his employment."

The Board of Public Works had no authority to pass or transfer the title of the land in question; it was outside of the apparent scope of their authority.

In State, &c., vs Railway Co., 37 O. S., 157, the Board was denied the right to grant to a Railroad Company the right to lay its tracks, and maintain and operate a railroad along the berms bank of a canal.

The contention of the Company was that such power followed as a logical corollary of the power of the Board to authorize railroads to cross the canals.

This case of ground in question was purchased for a hydraulic saw site in obedience to a statute (Act of February 7th, 1836 (24 O.L., 50)), to be used in connection with the canal. The Canal Commissioners were not empowered to sell it. (See second section of same act.) The title in fee was vested in the State, as another statute ordained. Act of February 1825 (25 Ohio Laws, 50).

The power of the Board of Public Works to authorize the Northern Indiana Railway Company to lay its tracks and operate its road on this ground, by the plainest analogy from this decided case,

manifest wisdom and justice in binding the State by their authorized acts; but there would be neither in stopping the State by their unauthorized acts and declarations.

The powers of the Board of Public Works and of the Canal Commissioners were limited. Their only implied powers were such as were essential to the due and sufficient exercise of the powers which were expressly granted.

Mygatt vs Washburn, 15 N. Y., 316.

Holten vs County Commissioners, 55 Ind., 194.

Public officers cannot bind the government they represent by acts beyond and in direct opposition to their express authority but which are within the scope of their implied authority; because they do not possess, and cannot exercise, the last named powers, called apparent powers. In this respect, they are unlike the agents of individuals.

Some courts have even resolved that the state is not bound by the contract of a public agent which was not specifically authorized, although it related to a subject within the general scope of his powers.

One who deals with such an agent must, at his peril, ascertain the nature and extent of his powers.

Parsel vs Barnes, 25 Ark., 261;

25 Ark., 272;

Merchant's Bank vs Bergen Co., 113 U. S., 304;

Spitzer vs Blanchard, 92 Mich., 234.

Again, it is said by an author whose opinion is equal to

some, and superior to many, judicial opinions, in weight of reason,

in all the Company did at so much expense.

The defense under consideration uses the "slippery" term "acquiesced". Acquiescence which occurs while the transaction is in progress is only estoppel.

De Bussche vs Alt, 8 Ch. D., 314.

It is a quasi estoppel.

2 Pomeroy's Eq., Sec. 917.

To constitute a defense it must have all of the essential elements of an estoppel. Acquiescence which does not come up to this measure cannot deprive a person of his legal rights.

Russell vs. Watts, 25 Ch. D., 585-6;

Méndez vs Holt, 128 U. S., 524;

Lamotte vs Wisner, 51 Md., 561.

This whole defense is one of equitable estoppel. Is such a defense available against the States?

Unless laches is a form of estoppel, a proposition which might be maintained with some show of reason, this question has not been decided by our Supreme Court.

There is equally as strong ~~strong~~ reason, however, for the ~~conclusion~~ ^{fact} that the State's rights should not be defeated by estoppel as there is for concluding that the statute of limitations does not foreclose its rights.

The general rule is that a sovereign's claims cannot be defeated by estoppel.

Johanson vs U. S., 5 Mason, 425;

Garr vs U. S., 98 U. S., 453.

Unlike an individual, the State can only get by its agents or officers. There would be

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U. S. Insley, 130 U. S., 263;

Curtner vs U. S., 149 U. S., 662;

U. S. vs Des Moines, 142 U. S., 510;

U. S. vs Beebe, 127 U. S., 338.

In Seeley, vs Thomas, 31 O. S., 308, Judge Gilmore expressed the rule in this language:-

"The doctrine is well settled, in the absence of a statute to the contrary, that no laches is to be imputed to the government, and against it no time runs so as to bar its rights."

The tract of land in controversy adjoins the canal in Toledo. The tracks of the defendant intersect the canal at the point where the land and the canal adjoin each other.

In obedience to a statute which conferred the authority, the Board of Public Works, in 1853, authorized the Northern Indiana Railroad Company, the predecessor of the defendant, to construct a tunnel under the canal at this point for the passage of its trains to and from either side of it.

At that time, the tracks and other structures of the last named Company were located on the land in question, and the Board had full knowledge and notice of that fact. The map which was then submitted to the Board, showing where the tunnel was to be located, exhibited the land sought to be recovered, and it was on this map that the Company made its proposal as to the tunnel, and on which the Board accepted it. The Board made no objection to that Company placing and constructing its tracks and other structures on the disputed ground, but they permitted it to go on, with full knowledge of the conditions, objects, and purposes, and acquiesced

Cornell Land
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of Cornell

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N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
-9-
Air Line Div,
Lucas Co.

NEW YORK RECORD
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Plat showing R. of W.
L.S. & M.S. Ry. & Land Claimed
by The State of Ohio at
Canal Lock # 3

of the rule to this case, it cannot aid the defendant. Its third defense does not affirm that the State or its agent, the Board, adopted a position which was beneficial to it and expensive to the Northern Indiana Railroad Company. How was the State benefited by the construction of ~~the~~ its tracks, *etc.*, on this ground?

It cannot be said that the benefit will consist of the improvements, because the State will not necessarily require them, if it prevails in this action.

But there is another, and a controlling, reason, why the third defense is not invulnerable to the demurrer.

Where the doctrine of estoppel is invoked concerning the title to land, the party misled must not only appear to have been ignorant of the true state of the title, but also without the means of acquiring knowledge.

Brant vs Va. Coal Co.; 93 U. S., 336.

The third defense does not make it appear that the Northern Indiana Railroad Company was thus ignorant and thus without the means of knowledge as to the title.

Both sides of this question were intelligently discussed in *Lake Superior Ship Canal, Ry. & Iron Co., vs Cunningham*, 84 Fed. Rep., 819, by Judges *Footner*, *Brown* and *Severens*, the first two deciding that estoppel could not be invoked against a government, and the latter dissenting.

In the deed by which this acre of ground was conveyed to the State, its use was restricted to a hydraulic site.

Another defense, ~~by~~ taking this as a basis, affirms that the State never in fact took possession of it for the purpose of a hydraulic site; that it cannot be used for that purpose, or for any ~~further~~ ^{public} use in connection with the canal; that it is only valuable for the railroad company, and for the general public as it is now used in the discharge of its public duties by the Company. The conclusion from this one fact and these assumptions, is that the claim of the State is stale.

This is a unique defense against the alleged disseizin of the State of this land.

The defendant has no shadow of right to insist on a forfeiture of the land, because the State has not used it for the purpose restricted by the deed. That is a purely personal right in the ~~grantor~~ grantor of the State.

As to the defense of staleness or laches, that is denied by the decision in 31 O. S., already cited.

Another defense, bisected into two defenses in form, is that the statute which authorized the Attorney General to institute the action in this county, instead of in Lucas County, is unconstitutional. That question was decided on the defendants' motion to quash the service of summons.

There is no reason for changing the conclusion.

The defendant has no vested right to be sued and to have this action tried in Lucas County ^{where} ~~where~~ the land is situated.

It is matter which it is competent for the Legislature to regulate by statute.

WR-7-8 It is not obnoxious to the organic law which requires all

laws of a general nature to have a uniform operation; because it does ~~not~~ operate uniformly upon all railroad corporations, which are in possession of the lands mentioned in this act, and which the State seeks to recover. The act is no more unconstitutional on this ground than is the statute which authorizes service of summons on railroad corporations in a manner different from that by which individuals may be served.

Nor does the act deny to the defendant ~~the~~ right to trial by jury. There is not even a semblance of constitutional right in any person to have the trial of an ejectment case before a jury of the county in which the land is located.

It is not profitable to dwell on either of these defenses.

The demurrer of the State to all of these defenses will be sustained.

The motion against the fifth defense is also sustained.

N. Y. C. R. R. CO.
Land & Tax Dep't. with No. 81
Air Line Div.
Lucas Co

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Decision of State of Ohio
Demurrer to Answer in
Case # 23521 Mar. 1895

The State of Ohio,
 vs
 The Lake Shore and Michigan
 Southern Railway Company.

This action is brought by the State to recover from the defendant the possession of a fraction of an acre of ground, situated in the City of Toledo, Ohio, which has been used by the defendant as its terminal property, and on which are located its warehouses, elevators, freight houses, round houses, station buildings, bridges docks and other property costing several million dollars.

There are eight defenses in the Answer.

The plaintiff has demurred to all but two.
 The defendant is the successor of the Northern Indiana Railroad Company and it succeeds to whatever rights that Company had in the land whose recovery is here sought.

One defense is that the defendant has been in actual possession continuous, and adverse possession of the land, under a claim of title, for over forty years. It is a plea of the Statute of Limitations.

There is no merit in this defense.

There is no better settled rule than this, that the bar of the statute of limitations cannot defeat a claim in favor of the State unless the State in introduced merely as a formal party, and the real remedy sought in its name is but the enforcement of a private right.

Booth vs. U.S., 11 G. & J 373;
 U.S. Insley, 130 U.S., 263;

Quarner vs. U.S., 149 U.S., 662;

U.S. vs. Des Moines, 142 U.S., 510

U.S. vs. Beebe, 127 U.S., 338.

In Seeley vs. Thomas, 31 O.S. 308, Judge Gilmore expressed the rule in this language:--

"The doctrine is well settled, in the absence of a statute to the contrary that no laches is to be imputed to the government, and against it no time runs so as to bar its rights."

The tract of land in controversy adjoins the canal in Toledo. The tracks of the defendant intersect the canal at the point where the land and the canal adjoin each other.

In obedience to a statute which conferred the authority, the ~~State~~ ^{Board} ~~authorized~~ ^{in 1855} ~~the~~ ^{authorized} ~~Northern Indiana~~ ^{the} ~~Railroad~~ ^{company}, the predecessor of the defendant, to construct a tunnel under the canal at this point for the passage of its trains to and from either side of it.

At that time, the tracks and other structures of the last named Company were located on the land in question, and the Board had full knowledge and notice of that fact. The map which was then submitted to the Board, showing where the tunnel was to be located, exhibited the land sought to be recovered, and it was on this map that the Company made its proposal as to the tunnel, and on which the Board accepted it. The Board made no objection to that Company placing and constructing its tracks and other structures on the disputed ground, but they permitted it to go on "with full knowledge of the conditions, objects and purposes", and acquiesced in all the Company did at so much expense.

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COPY

Canal Land Case
at Toledo.

Decision on Demurrer,
March, 1895.

The defense under consideration uses the "slippery" term "Acquiesced". Acquiescence which occurs while the transaction is in progress is only estoppel.

De Bussdhe vs Alt, 8 Ch. D. 314.

It is a quasi estoppel.

2 Pomeroy's Eq., Sec. 917.

To constitute a defense it must have all the essential elements of an estoppel. Acquiescence which does not come up to this measure can not deprive a person of his legal rights.

Russell vs. Watts, 25 Ch. D., 585-6;

Menendez vs. Holt, 128 U.S., 524.

Lamotte vs. Wisner, 51 Md., 561.

This whole defense is one of equitable estoppel. Is such a defense available against the State?

Unless laches is a form of estoppel, a proposition which might be maintained with some show of reason, this question has not been decided by our Supreme Court.

There is equally as strong reason, however, for the contention that the State's rights should not be defeated by estoppel as there is for concluding that the statute of limitations does not foreclose its rights.

The general rule is that a sovereign's claims cannot be defeated by estoppel.

Johnson vs. U.S. 5 Mason, 425;

~~Johnson vs. U.S. 5 Mason, 435.~~

Unlike an individual, the State can only act by its agents or officers. There would be manifest wisdom and justice in binding the State by their authorized acts; but there would be neither in stopping the State by their unauthorized acts and declarations.

The powers of the Board of Public Works and of the Canal Commissioners were limited. Their only implied powers were such as were essential to the due and sufficient exercise of the powers which were expressly granted.

Mygatt vs Washburn, 15 N.Y., 316.

Holton vs County Commissioners, 55 Ind. 194.

Public officers can not bind the government they represent by acts beyond and in direct opposition to their express authority but which are within the scope of their implied authority; because they do not possess, and can not exercise, the last named powers, called apparent powers. In this regard respect they are unlike the agents of individuals.

~~One who deals with such an agent must, at his peril, ascertain the nature and extent of his powers.~~ ~~the state is not bound by the contract of a public agent which was not specifically authorized, although it related to a subject within the general scope of his powers.~~

One who deals with such an agent must, at his peril, ascertain the nature and extent of his powers.

Parsel vs Barnes, 25 Ark., 261;

25 Ark., 272;

Merchant's Bank vs Bergen Co., 115 U. S., 384;

Spitzer vs Blanchardm 82 Mich., 234.

Again, it is said by an author whose opinion is equal to some, and superior to many, judicial opinions, in weight of reason, that a state is never estopped by the acts of its public agent which are done under an apparent authority, which is not real.

Bishop's Contracts, Secs. 310, 393, (Revised Edition.)

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One of the essential elements of an estoppel is that the agent of the party against whom it is invoked must have acted at least within the "apparent authority contained in, and conferred by, the terms of his commission, or the nature of his official functions, or his employment."

The Board of Public Works had no authority to pass or transfer the title of the land in question; it was outside of the apparent scope of their authority.

In State, &c., vs. Railway Co., 37 O.S., 157, the Board was denied the right to grant to a Railroad Company the right to lay its tracks, and maintain and operate a railroad along the berme bank of a canal.

The contention of the company was that such power followed as a logical corollary of the power of the Board to authorize railroads to cross the canals.

The acre of ground in question was purchased for a hydraulic site in obedience to a Statute (Act of February 7th, 1826(24 O.L. 58), to be used in connection with the canal. The Canal Commissioners were not empowered to sell it. (See second section of same act.) The title in fee was vested in the State, and another statute ordained. Act of February 1825 (23 Ohio Laws, 50).

The power of the Board of Public Works to authorize the Northern Indiana Railway Company to lay its tracks and operate its road on this ground, by the plainest analogy from this decided case had no legal existence ^{than had the power to authorize the} ~~the same thing on the berme bank of the canal.~~

This land bought for hydraulic purpose had no closer relation to the canal than had the berme bank:

As was said in that case, it is a question of power, and the Board did possess the power.

Not having the power, express or apparent, no act of the Board can estop the State from asserting its legal title to the land.

It was argued that the right of the company to lay its tracks on the State's ground was impliedly or perhaps necessarily granted by the charter authorizing the Company to build a road from Toledo to another point between which this land was situated, an Indiana case (Indiana Central Railway Co. vs. State of Indiana, 3 Ind. 421) having been appealed to to sustain it.

This was relied upon by the defeated party in the case reported in 37 Ohio State, where the Supreme Court questioned its soundness. When the Northern Indiana Railway Company was granted

~~the same thing on the berme bank of the canal.~~
place, the charter only fixed the terminal of the road. It did not attempt to define the location of the road. That could not be done until the company surveyed and staked the route, and purchased or appropriated, in the exercise of the power of eminent domain, the ground. Till that was done its right did not vest; it did not attach to any particular or definite land. If the State had owned all of the lands between the termini, so that the road could not be located except by going over it, there might be some plausibility in the contention.

Another element of estoppel, is either fraud or its equivalent in culpable negligence. If it was negligence, it must have been the proximate cause of the loss, and the neglect must have been of some duty which was owing to the party misled, or to the public.

Leather Mfrs. Bank vs. Morgan, 117 U.S., 108;
Hunshoro vs Bissell, 18 Wall, 271;
Lehigh Co. vs Bonford, 150 U.S., 665.
Brown vs Ins. Co., 42 Md., 385.

This defense does not disclose that the Board of Public Works was guilty of any deception or fraud which led the Northern Indiana R.Co. to occupy this land and improve it. It owed no duty to ~~other railroad company.~~

By those Courts which have expressed the doctrine that estoppel may be invoked against a government, it is conceded that it cannot be done when it is that species of estoppel which exists where one party makes an untruthful assertion that misleads another to his prejudice. They hold that it can only be done when one is precluded from taking inconsistent positions; as, "where having taken one by which he was benefited at the expense of another, he is not permitted to repudiate that and take another inconsistent position, to the prejudice of that other."

A false representation or a misleading statement is not an ingredient of that sort of estoppel.

This is the extreme point to which those Courts have gone in holding governments bound by estoppel. Making an application of the rule to this case, it cannot aid the defendant. Its third defense does not affirm that the State or its agent, the Board, adopted a position which was beneficial to it and expensive to the northern Indiana Railroad Company. How was the State benefited ~~by the construction of the bridge, etc., on this ground?~~

It cannot be said that the benefit will consist of the improvements, because the State will not necessarily acquire them, if it prevails in this action.

But there is another, and a controlling, reason, why the third defense is not invulnerable to the demurrer.

Where the doctrine of estoppel is invoked concerning the title to land, the party misled must not only appear to have been ignorant of the true state of the title, but also without the means of acquiring knowledge.

Brant vs Va. Coal Co., 93 U.S., 336/

The third defense does not make it appear that the Northern Indiana Railroad Company was thus ignorant and thus without the means of knowledge as to the title.

Both sides of this question were intelligently discussed in Lake Superior Ship Canal, Ry. & Iron Co., vs Cunniffham, 44 Fed.

cases by Judges Jackson, Brown and Severens, the first two deciding that estoppel could not be invoked against a government, and the latter dissenting.

In the deed by which this acre of ground was conveyed to the State, its use was restricted to a hydraulic site.

Another defense, taking this as a basis, affirms that the State never in fact took possession of it for the purpose of a hydraulic site; that it can not be used for that purpose, or for any public use in connection with the canal; that it is only valuable for the railroad company, and for the general public as it is now used in the discharge of its public duties by the Company. The conclusion from this one fact and these assumptions, is that the claim of the State is stale.

This is a unique defense against the alleged disseizin of the State of this land.

The defendant has no shadow of right to insist on a forfeiture of the land, because the State has not used it for the purpose restricted by the deed. That is a purely personal right in the grantor of the State.

As to the defense of staleness or laches, that is denied by the decision in 31 O.S., already cited.

~~Another defense, bisected into two defenses in form, is that the statute which authorized the Attorney General to institute the action in this county, instead of Lucas County, is unconstitutional. That question was decided on the defendant's motion to quash the service of summons.~~

There is no reason for changing the conclusion.

The defendant has no vested right to be sued and to have this action tried in Lucas County where the land is situated. It is matter which it is competent for the Legislature to regulate by statute.

It is not obnoxious to the organic law which requires all laws of a general nature to have a uniform operation; because it does operate uniformly upon all railroad corporations, which are in possession of the land mentioned in this act, and which the State seeks to recover. The act is no more unconstitutional on this ground than is the statute which authorized service of summons on railroad corporations in a manner different from that by which individuals may be served.

~~It does not deny to the defendant the right to trial by jury.~~ There is not even a semblance of constitutional right in any person to have the trial of an ejectment case before a jury of the county in which the land is located.

It is not profitable to dwell on either of these defenses. The demurrer of the State to all of these defenses will be sustained.

The motion against the fifth defense is also sustained.

W 81-10--2

No. 23521

The State of Ohio

Plaintiff

vs

The T. & M. S. R. R. Co.

Defendant

Certified Copy of Petition

Filed

Apr. 9, 1890.

Thos. M. Beck, Clerk

By M. M. Munnery, Deputy.

R. H. Dratton.

Att. for Off.

Court of Common Pleas, Franklin County, Ohio.

The State of Ohio-----Plaintiff.

-vs-

The Lake Shore and Michigan Southern Railway Co.,-----Defendant.

Petition.

Plaintiff says that the Defendant is a corporation duly incorporated under the laws of the State of Ohio, with its principal office in the City of Cleveland in said State.

Plaintiff further says that it has a legal estate in and is entitled to the possession of the following real estate situate in the County of Lucas, City of Toledo and State of Ohio and bounded and described as follows to wit;

A strip or parcel of land one hundred and twenty-four feet in width being sixty-two feet in width on each side of the center line of the tracks of The Lake Shore and Michigan Southern Railway Company's Railroad extending from the east rail of the Toledo St. Louis and Kansas City Railway Company's Railroad northwesterly to the foot of the slope of the westerly bank of the Miami and Erie canal and being a part of the following described real estate.

A lot at lock No. 6. of the Wabash and Erie Canal beginning at a point fifty feet at right angles from the south east face of the lock chamber wall and one chain above the head of the lock; thence north 45 3-4 east parallel with said face wall, five chains; thence 44 1-4 east two chains; thence south 45 3-4 west five chains; thence north 44 1-4 west two chains to the place of beginning containing one acre.

The plaintiff further says that the defendant unlawfully keeps it out of the possession of said premises.

Wherefore plaintiff asks judgement for the possession of said real estate.

David K. Watson, Atty. Gen'l.

1881-10-1

NOTICE

THE PRECEDING PAGE HAS
INFORMATION NOT
PICKED UP BY SCAN. CONTACT
ARCHIVES DEPARTMENT FOR MISSING
INFORMATION.

copy
MIL

Lucas Co. Air-Line Div
Franklin Co. Recs

No. 33521

State of Ohio
no.

The S. and M. S. Ry. Co.

Journal Entry.

May 13-1895.

Right of Way at Toledo
Aqueduct - back 12.6 -

MADE FOR
BY THE
PHOTODUPLICATION SERVICE
OF THE NATIONAL ARCHIVES

702.44 Reg. 59
L.S. & M. S. Ry. Recs

C. A. R. H.

COPY.

The State of Ohio,)
Plaintiff,)
vs.)
The Lake Shore & Michigan)
Railway Company,)
Defendant.)

Franklin County, Ohio,
Common Pleas Court.
No. 23, 521.

This day came the parties by their attorneys and by leave of the Court the petition is amended by striking out the following words in the description of the real estate therein, namely, "Extending from the east rail of The Toledo, St. Louis and Kansas City Railroad Company's railway" and inserting the following matter, to-wit: "extending from the east line of the one acre lot hereinafter described", and by leave of the Court and consent of parties the answer and reply heretofore filed in this cause are treated as re-filed to the petition as above amended.

Thereupon this day came the plaintiff the State of Ohio, by the Attorney General, and the defendant, The Lake Shore & Michigan Southern Railway Company, by its attorney E.D. Potter, Jr. and thereupon this cause came on for hearing and was heard upon the pleadings and the evidence without the intervention of a jury, the same having been waived.

~~On consideration of the facts, the Court finds, on the issue joined, for the defendant.~~

The Court further finds that at the time of bringing this action the said defendant, The Lake Shore & Michigan Southern Railway Company, was in the occupation and possession of all the real property described in the petition as above amended; and that it has the legal title and fee simple estate therein, and is entitled to the possession of the same; that the said plaintiff has no interest or estate in said premises, nor is it entitled to the possession of the same, or any part thereof; and that the defendant ought now to have its title and possession quieted as against the claim and demand of said plaintiff, as prayed for in the answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of The Lake Shore & Michigan Southern Railway Company to all and singular the premises described in the petition, as above amended, to-wit, the following real estate situate in the City of Toledo, and State of Ohio, and bounded and described as follows:

A strip or parcel of land one hundred and twenty four feet in width, being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east line of the one acre lot hereinafter described northwesterly to the foot of the slope of the westerly bank of the Miami and Erie canal and being part of the following described real estate:

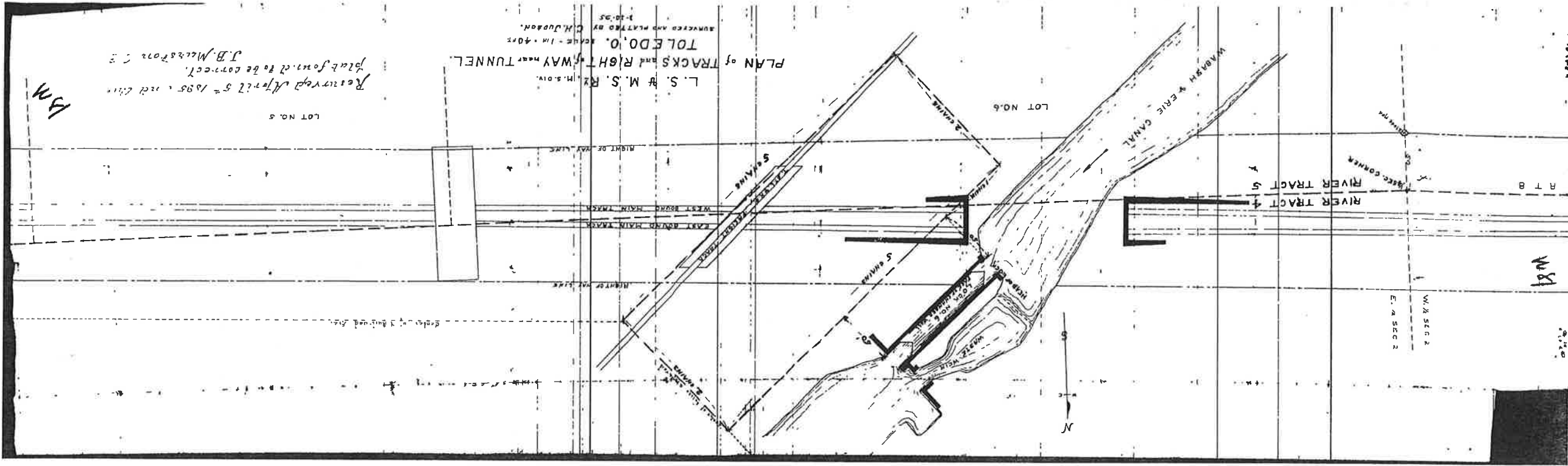
A lot of lock six of the Wabash and Erie canal, beginning at a point thirty feet at right angles from the southeast face of lock chamber wall and one chain above the head of the lock; thence north forty five and three fourths degrees east parallel with said face of wall, five chains; thence south forty four and one fourth de-

greens east, two chains; thence south forty five and three fourths degrees, west five chains; thence north forty four and one fourth degrees west, two chains to the place of beginning, containing one acre; be and the same are hereby quieted as against the said plaintiff and all persons claiming under it; and said plaintiff is hereby forever enjoined from setting up any claim to said strip or any part thereof adverse to said title and possession of said defendant, its grantees, licensees, successors and assigns thereto. It is ordered that the plaintiff pay the costs in this case taxed at \$

(Decree entered May 13, 1895)

E.D.P.Jr.

W84



L.S. & M.S. R.R.
 PLAN of TRACKS and RIGHT OF WAY TUNNEL.
 TOLEDO, O.
 SCALE - 1 in = 40 ft.
 SURVEYED AND PLATTED BY
 CH. JUDSON.

Reurveyed April 5th 1895 and this
 plat found to be correct.
 J.B. Melsthorpe S.E.

LOT NO. 5

LOT NO. 6

RIVER TRACT 4
RIVER TRACT 5

W. 1/2 SEC. 2
 E. 1/4 SEC. 2

BM

WB

N
S

NOTICE

THE PRECEDING PAGE HAS
INFORMATION NOT
PICKED UP BY SCAN. CONTACT
ARCHIVES DEPARTMENT FOR MISSING
INFORMATION.

Company joined. Books + Certs of such cases referred as per following decision. *St. Louis* 790. Plat attached was for papers at request of E. D. Potter, Jr., Co. Atty. of Toledo, by Judson F. Marston, Judge.

The State of Ohio,)
Plaintiff,)
vs.)
The Lake Shore and Michigan)
Southern Railway Company,)
Defendant.)
Franklin County, Ohio,
Common Pleas Court.
No. 25, 881.

This day came the parties by their attorneys and by leave of the Court the petition is amended by striking out the following words in the description of the real estate therein, namely, 'Extending from the east rail of The Toledo, St Louis and Kansas City Railroad Company's Railway' and inserting the following matter, to-wit: "extending from the east line of the one acre lot herein after described", and by leave of the Court and consent of parties the answer and reply heretofore filed in this cause are treated as refiled to the petition as above amended.

Thereupon this day came the plaintiff the State of Ohio, by the Attorney General, and the defendant, The Lake Shore and Michigan Southern Railway Company, by its attorney E.D. Potter, Jr. and there upon this cause came on for hearing and was heard upon the pleadings and the evidence without the intervention of a jury, the same having been waived.

On consideration whereof, the Court finds, on the issue joined, for the defendant.

The Court further finds that at the time of bringing this action the said defendant, The Lake Shore & Michigan Southern Railway Company, was in the occupation and possession of all the real property described in the petition as above amended; and that it has the legal title and fee simple estate therein, and is entitled to the possession of the same; that the said plaintiff has no interest or estate in said premises, nor is it entitled to the possession of the same, or any part thereof; and that the defendant ought now to have its title and possession quieted as against the claim and demand of said plaintiff, as prayed for in the answer herein.

It is therefore ordered, adjudged and decreed that the title and possession of The Lake Shore & Michigan Southern Railway Company to all and singular the premises described in the petition, as above amended, to-wit, the following real estate situate in the County of Lucas, City of Toledo, and State of Ohio, and bounded and described as follows:

A strip or parcel of land one hundred and twenty four feet in width, being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east line of the one acre lot hereinafter described northwesterly to the foot of the slope of the westerly bank of the Miami and Erie Canal and being part of the following described real estate:

A lot of less six of the Wabash and Erie canal, beginning at a point fifty feet at right angles from the southeast face of lock chamber wall and one chain above the head of the lock; thence north

forty five and ~~thence~~ fourths degrees east parallel with said face of wall, five chains; thence south forty four and one fourth degrees east, two chains; thence south forty five and three fourths degrees, west five chains; thence north forty four and one fourth degrees west, two chains to the place of beginning, containing one acre; be and the same are hereby quieted as against the said plaintiff ~~and~~ all persons claiming under it; and said plaintiff is hereby forever enjoined from setting up any claim to said strip or any part thereof adverse to said title and possession of said defendant, its grantees, licensees, successors and assigns thereto.

It is ordered that the plaintiff pay the costs in this case taxed at \$

(Decree entered May 15, 1886)

E.D.P.Jr.

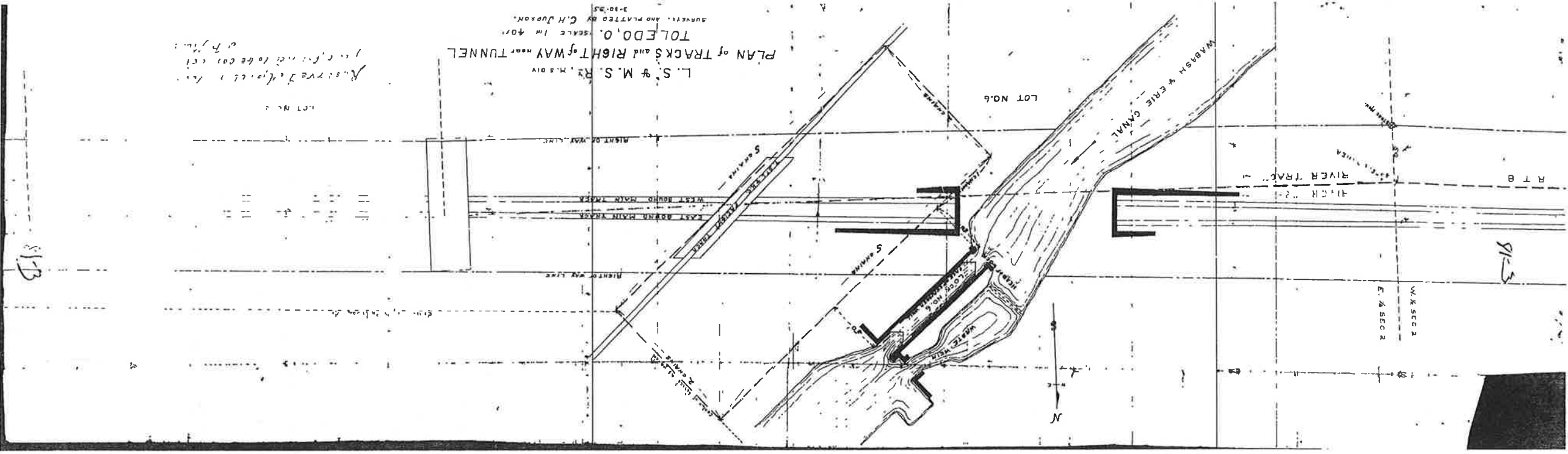
81-2

L.S. & M.S. R.R. M.S. DIV.
 PLAN of TRACKS and RIGHT of WAY TUNNEL
 TOLEDO, O. SCALE 1" = 40'
 SURVEYED AND PLATTED BY C.H. JUDSON.
 2-10-25

ROUTE 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 LOT NO. 6

81-B

91-3



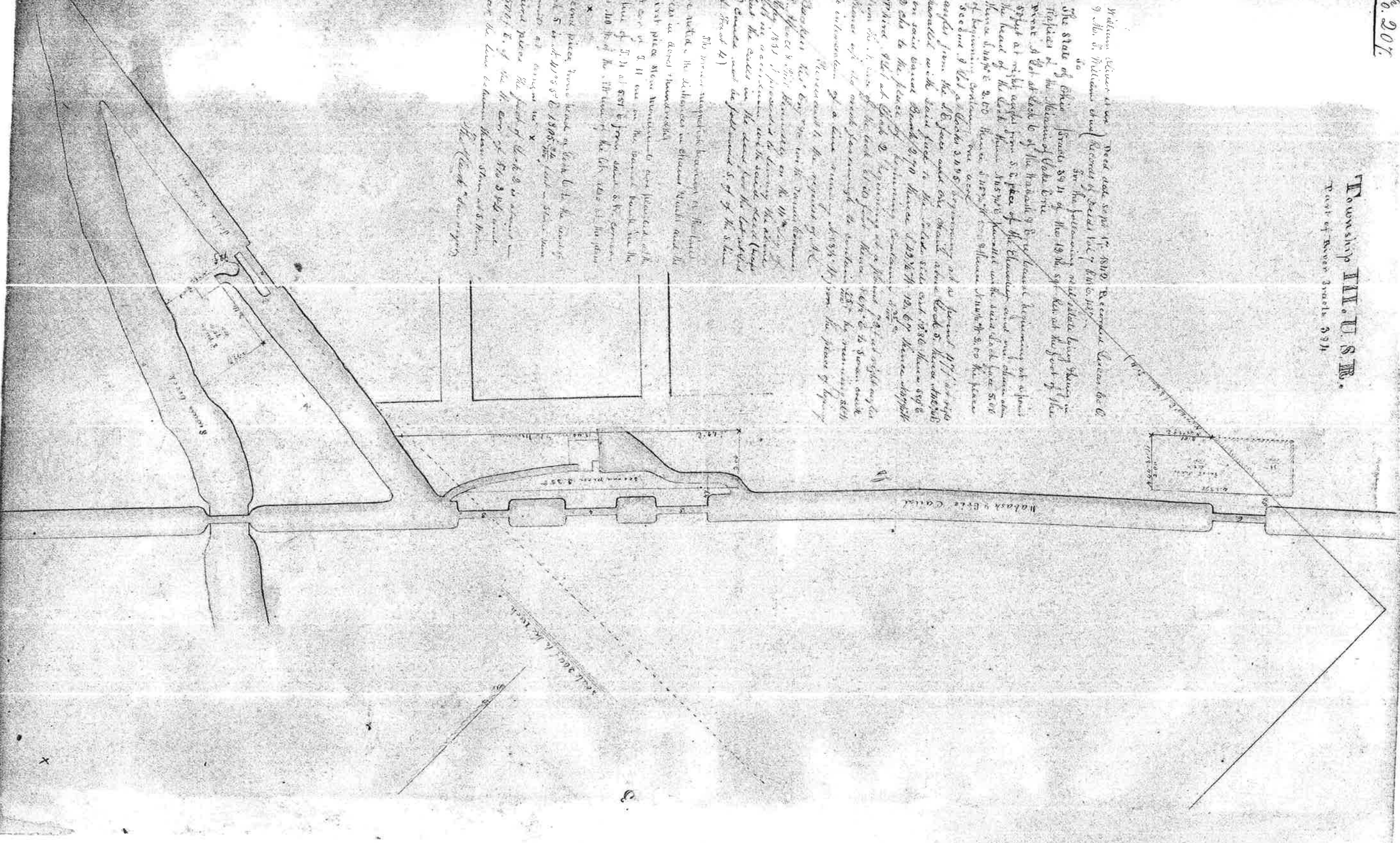
Township III. U. S. R.
Part of Range 3rd 3rd

William Dever et al Decd decd says 17 1842 Recogm Dever et al
9. Th. S. Williams et al Recogm of Dever et al 1842

The State of Ohio Grant 8911 of the 19th Sept 1841 at the foot of the
maples of the township of Lake Erie
were shot at back 6 of the third of 8
8911 at night says from S. E. piece of the township and was shown on
the head of the creek then 1857 with the said back face 5.00
thence S. 110° E. 2.50 thence S. 112° W. 1.00 thence S. 110° E. 2.50
of beginning section one acre
second of lot 10 2000 2000 beginning at a point 177' at
angles from the 18 feet and one should show back 5. thence S. 110° E. 2.50
parallel with said feet to the 18 feet and 1880 thence S. 110° E. 2.50
on said corner 1880 2.50 thence S. 110° E. 2.50 thence S. 110° E. 2.50
to the place of beginning containing 2.00
of third of lot 10 2000 2000 beginning at a point 177' at
angles from the 18 feet and one should show back 5. thence S. 110° E. 2.50
parallel with said feet to the 18 feet and 1880 thence S. 110° E. 2.50
on said corner 1880 2.50 thence S. 110° E. 2.50 thence S. 110° E. 2.50
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However it is the request of the
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on said corner 1880 2.50 thence S. 110° E. 2.50 thence S. 110° E. 2.50
to the place of beginning containing 2.00

The river...
First piece...
Second piece...
Third piece...
Fourth piece...
Fifth piece...
Sixth piece...
Seventh piece...
Eighth piece...
Ninth piece...
Tenth piece...
Eleventh piece...
Twelfth piece...
Thirteenth piece...
Fourteenth piece...
Fifteenth piece...
Sixteenth piece...
Seventeenth piece...
Eighteenth piece...
Nineteenth piece...
Twentieth piece...
Twenty-first piece...
Twenty-second piece...
Twenty-third piece...
Twenty-fourth piece...
Twenty-fifth piece...
Twenty-sixth piece...
Twenty-seventh piece...
Twenty-eighth piece...
Twenty-ninth piece...
Thirtieth piece...
Thirty-first piece...
Thirty-second piece...
Thirty-third piece...
Thirty-fourth piece...
Thirty-fifth piece...
Thirty-sixth piece...
Thirty-seventh piece...
Thirty-eighth piece...
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Forty-sixth piece...
Forty-seventh piece...
Forty-eighth piece...
Forty-ninth piece...
Fiftieth piece...
Fifty-first piece...
Fifty-second piece...
Fifty-third piece...
Fifty-fourth piece...
Fifty-fifth piece...
Fifty-sixth piece...
Fifty-seventh piece...
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Eighty-second piece...
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Eighty-fourth piece...
Eighty-fifth piece...
Eighty-sixth piece...
Eighty-seventh piece...
Eighty-eighth piece...
Eighty-ninth piece...
Ninetieth piece...
Ninety-first piece...
Ninety-second piece...
Ninety-third piece...
Ninety-fourth piece...
Ninety-fifth piece...
Ninety-sixth piece...
Ninety-seventh piece...
Ninety-eighth piece...
Ninety-ninth piece...
Hundredth piece...

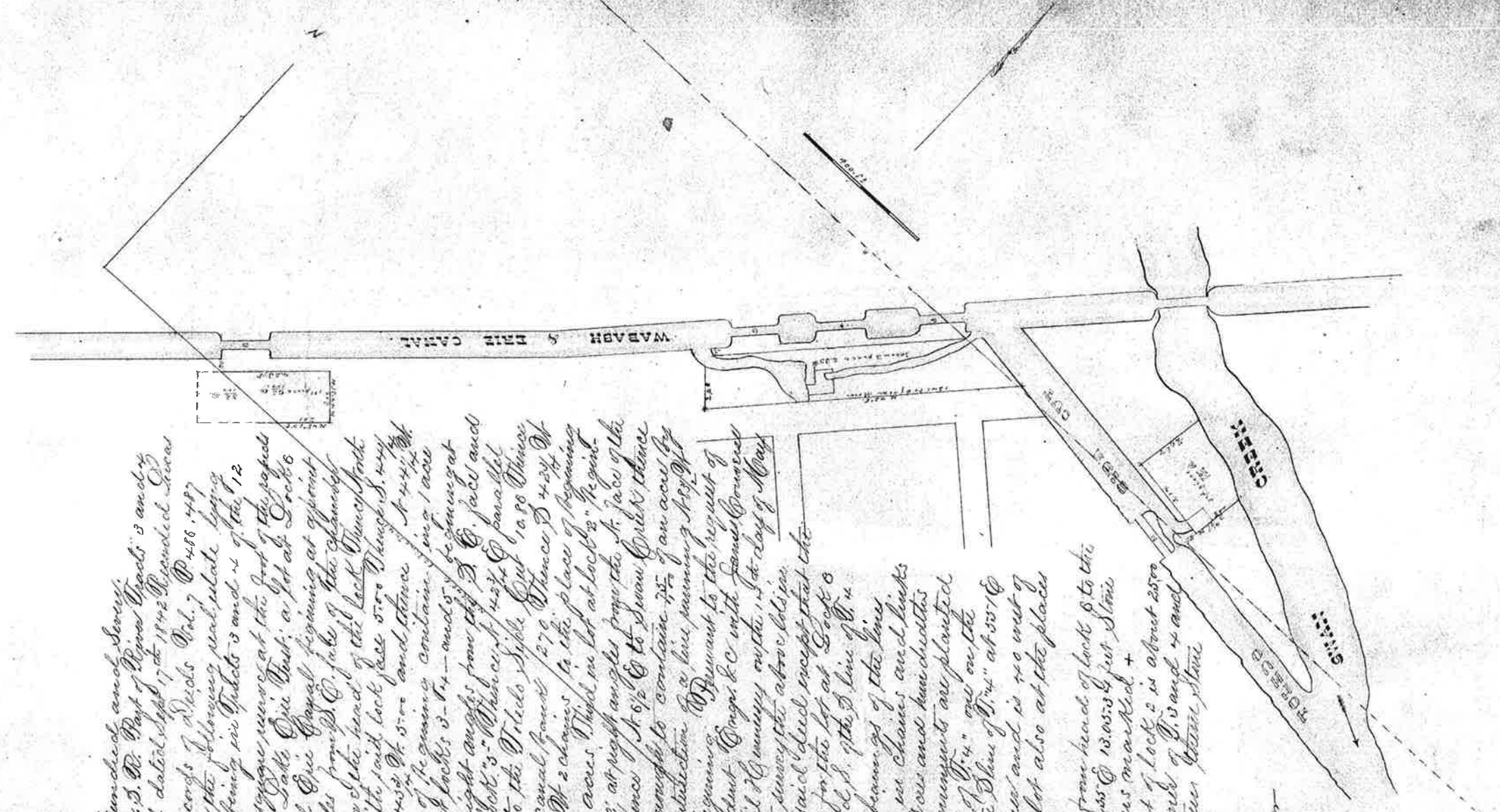


Survey No. 2 Two Hundred and seven.
 Dec 3 1813. Part of Ripon Tract's 3 and 4
 Wm. Williams } Deed dated Sept 17, 1842 Mended Survey
 N. Williams } C. Records of Deeds Vol. 7 P. 456, 487
 & etc. } For the following real estate lying
 State of Ohio } and being in Tracts 3 and 4 of the 12

mile square more at the foot of the paper
 of the Grant of Lot's One West: a lot at Lot 6
 of the Warab and One Canal beginning at about
 50' at right angles from D. C. side of the channel
 and 1 chain above the head of the last Church tract
 40 1/2' C parallel with said lot face 500' Thence S. 44 1/2' W
 C 200' Thence S. 45 1/2' W 500' and thence N. 44 1/2' W
 200' to the place of beginning contain 1 acre
 More or a lot at lot's 3-7-1- and 5 of beginning at
 a point 47' at right angles from the D. C. face and
 1 chain above lot's 3-7-1- Thence N. 42 1/2' E parallel
 with said face to the Toledo Siple Cut 10 20 Thence
 S. 89 1/2' W 100' and canal front 270' Thence S. 44 1/2' W
 1257' Thence N. 47 1/4' W 2 chains to the place of beginning
 contain 12 1/2 acres Thence in lot at lot's 3-7-1-
 100' at a point 22' at right angles from the N. face of the
 Lot at 15 feet Thence N. 6 1/2' E to some other place
 up the City to some place to contain 1/2 of an acre by
 running S. 8 W. to intersection of a line running N. 83 1/2' W
 from the place of beginning. Pursuant to the request of
 A. L. Dactus resident Cingo & C with James Conover
 R. Alcott and Phil Conroy on the 1st day of May
 1857 I proceeded to survey the above lots in
 accordance with said deed except that the
 call in the deed for the lot at Lot 6
 could not be followed. S. of the D. line of D. 4
 The present org. bearings of the line
 are noted. the S. W. corners and links
 and the areas in Rows and boundaries
 First piece shown monuments are planted
 at the S. W. corner of D. 4. one on the
 Canal bank in the form of D. 4. at 557' E
 from Paul D. W. corner and is 400 west of
 the S. W. line of the lot also at the place
 marked +

Second piece from head of lot 8 to the
 head of lot 5 is 455' C 13,000 1/2 per line
 monuments at corners marked +
 Third piece the foot of lot 2 is about 250'
 S. E. of the W. corner of D. 3 and 4 and
 may be line between them stone
 at Paul D. corner

Thos. G. Smith
 Surveyor



STATE OF OHIO
DEPARTMENT OF HIGHWAYS

U-1120(5)

FED. RD. DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO	U-1120(5)	

LUC. 24-24.30
LUCAS COUNTY

LUC. 24-24.30 ANTHONY WAYNE TRAIL
CITY OF TOLEDO LUCAS COUNTY
RECONSTRUCTION OF EXISTING GRADE SEPARATED
CROSSING WITH THE NEW YORK CENTRAL RAILROAD

The Standard Specifications of the State of Ohio, Department of Highways, including changes and Supplemental Specifications listed in the proposal shall govern this improvement.

The right of Way for this improvement will be provided by the State of Ohio

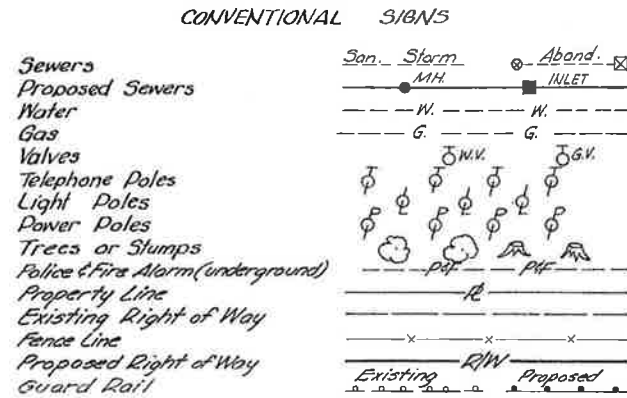
I hereby approve these plans and declare that the making of this improvement will not require the closing to traffic of the highway and that provisions for the maintenance and safety of traffic will be as set forth on the plans and estimates.

1967 SPECIFICATIONS

DESIGN DESIGNATIONS

Current ADT (1967)	23,000
Design Year ADT (1987)	37,360
DHV	3,230
D (Directional Distribution)	51% Northbound
T (Per Cent B+C Trucks)	12% Southbound
V (Design Speed)	45 mph

- Approved Thomas Baird
Date 9-11-67 Director of Public Service - City of Toledo
- Approved Frank H. Bader
Date 9-11-67 City Manager - City of Toledo
- Approved R. H. Rice
Date 9-20-67 Division Deputy Director
- Approved C. H. Altwater
Date 1-25-68 Engineer of Bridges
- Approved R. E. Galt
Date 1-25-68 Engineer of Location and Design
- Approved R. E. Galt
Date 1-25-68 Deputy Director of Design and Construction
- Approved T. H. Brown
Date 2-5-68 Deputy Director of Right of Way
- Approved Thomas Miller
Date 2-5-68 Deputy Director of Planning and Programming
- Approved S. W. Wilson
Date 2-5-68 First Assistant Director
- Approved P. E. Madigan
Date 2-5-68 Director of Highways



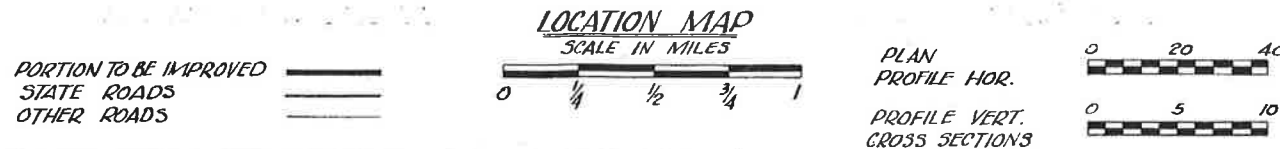
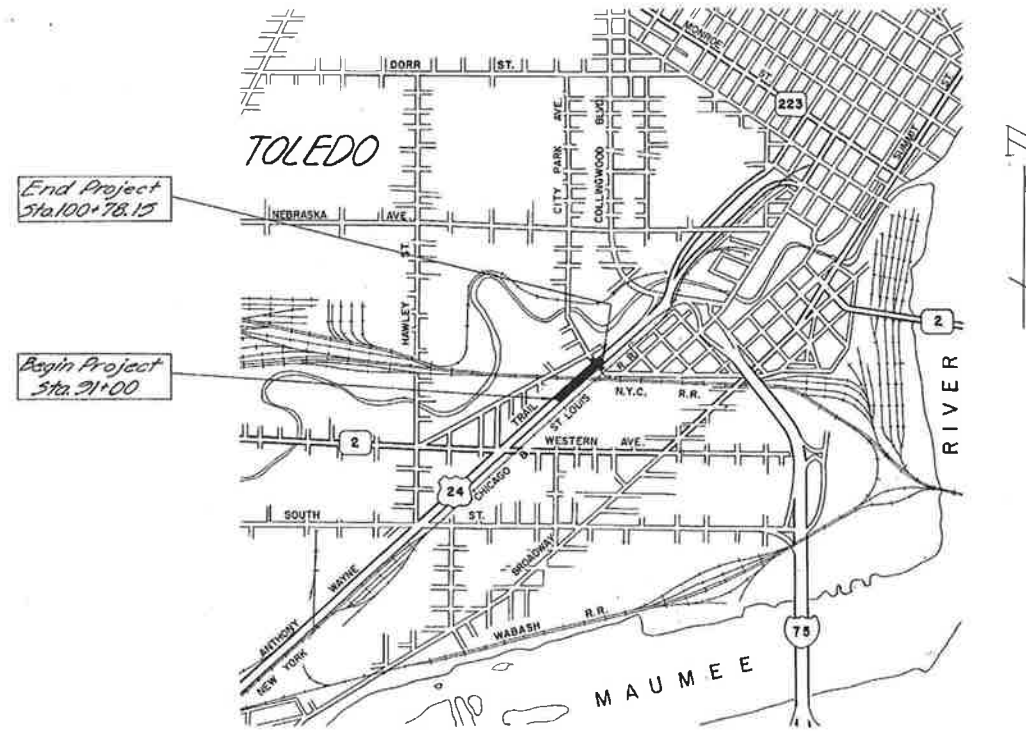
INDEX OF SHEETS

Title Sheet	1
Typical Section Manhole & Guard Rail Details	2-3, 3A & 3B
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Sub-Summaries, Calculations & General Summary	6
Plan & Profile	7-8
Cross Sections	9-12
Structure over 20' Span	
U.S. 24 over New York Central Railroad	13-24
Right of Way Plans	25-28

Sheet Nos. 15 & 16 revised 5-3-68 EBL

LINE DATA

Begin Project	Sta. 31+00
End Project	Sta. 100+78.15
Length of Project	= 78.15 Lin. Ft. or 0.185 Miles
Begin Work	Sta. 89+00
End Work	Sta. 100+78.15
Length of Project	= 78.15 Lin. Ft. or 0.185 Miles
Length of Work	= 1178.15 Lin. Ft. or 0.223 Miles



FILE NO.	LUCAS COUNTY	LUC. 24-24.30
508	11-3-67	832
825	1-1-67	931
1001	3-21-66	
811	1-1-67	
812	1-1-67	
DATE OF LETTING	19__	
CONTRACT NO.	19__	

STANDARD CONSTRUCTION DRAWINGS
AS-1-54 8-10-63 CB-3 6-1-65 MC-4 6-1-65
BR-1-65(2012) 11-28-62 CB-3A 6-1-65 MC-6 6-1-65
FACT-1 9-15-67 MH-1 6-1-65
BP-3 1-10-67 FACT-2 6-1-65
BP-4 1-10-67 GR-1 1-1-67 CB-22-A+B 6-1-65
BP-5 6-1-65 GR-2A 1-1-67 L-1 6-1-65
BP-6 6-1-65 MC-1 10-1-67
BP-7 1-1-66 MC-5 5-1-66

SURVEY & PLANS BY
SANZENBACHER, MILLER, BRIGHAM & SCOTT
TOLEDO, OHIO

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

APPROVED _____ DATE _____
DIVISION ENGINEER

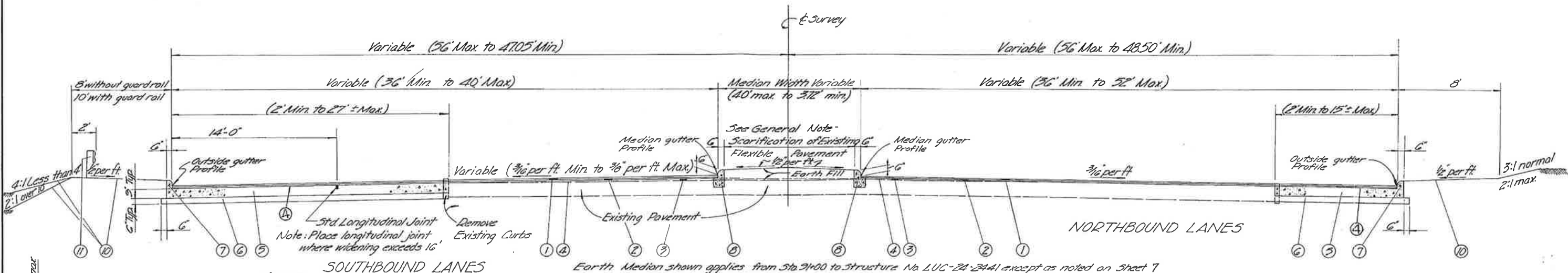
Existing Pavement: Asphalt Concrete on Waterbound Macadam with cut Stone Curbs

TYPICAL SECTION

404
TYPE CODE G201

FED. RD. DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO		

LUC. 24-2430

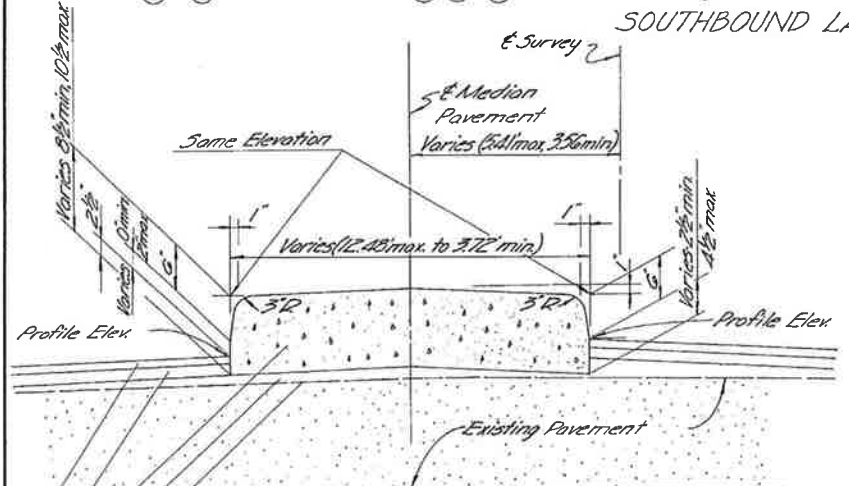


Earth Median shown applies from Sta. 91+00 to Structure No. LUC-24-2441 except as noted on Sheet 7 For Median Typical from Structure No. LUC-24-2441 to Sta. 99+32, see detail this sheet.

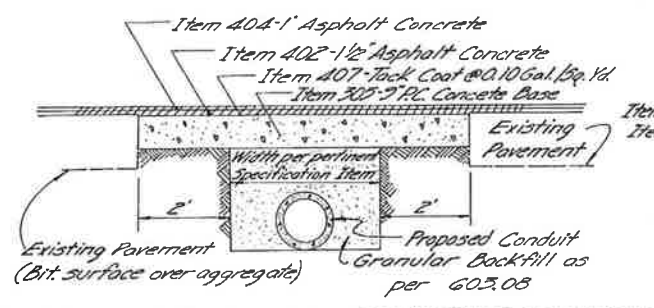
SALVAGE PAVEMENT & WIDENING
Applies from Sta. 92+00 Southbound Lanes & Sta. 93+27 Northbound Lanes to Sta. 99+27.31 Northbound Lanes and Sta. 99+52 Southbound Lanes

- LEGEND**
- ① 404 1" Asphalt Concrete (70-85)
 - ② 402 1 1/2" Asphalt Concrete (70-85)
 - ③ 402 0" Minimum Thickness Pre-leveling Asphalt Concrete (70-85) (See Note in Proposal)
 - ④ 407 Tack Coat: 702.0d, MS-2 or RS-1; or 702.02 RC-70 or RC-250; applied at the rate of 0.10 gal. per sq. yd.
 - ⑤ 305 3" Portland Cement Concrete Base
 - ⑥ 310 6" Subbase, Grading Cord
 - ⑦ 609 Curb, Type E-B
 - ⑧ 609 Curb, Type G, Modified as per plan
 - ⑨ 612 Concrete Median, Modified as per plan
 - ⑩ 659 Seeding and Mulching (See General Notes)
 - ⑪ 606 Guard Rail, Type 4, Modified, As Per Plan

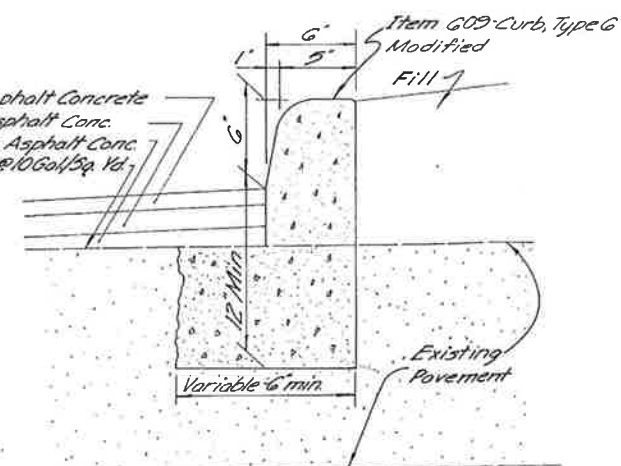
Note: See Plan and Profile sheets for curb and median alignments



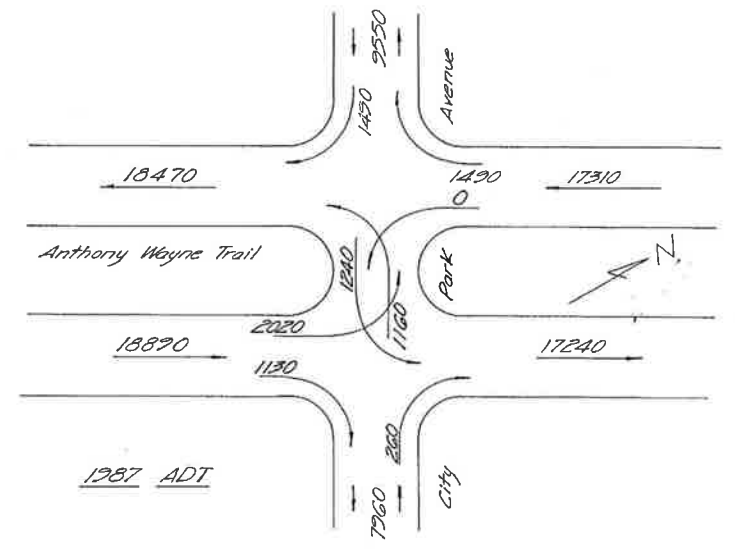
TYPICAL SECTION OF CONCRETE MEDIAN
Applies from Structure No. LUC-24-2441 to Sta. 99+32



DETAIL OF REPLACEMENT OF EXISTING PAVEMENT



STANDARD TYPE G CURB, MODIFIED

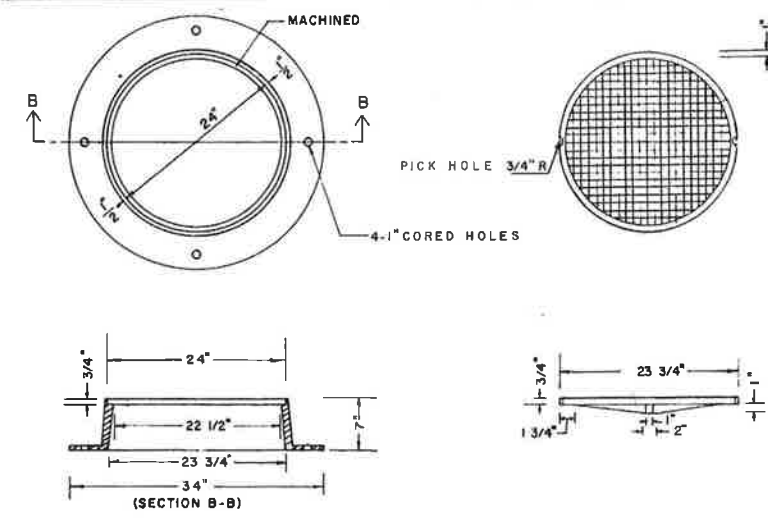


DESIGN YEAR TRAFFIC

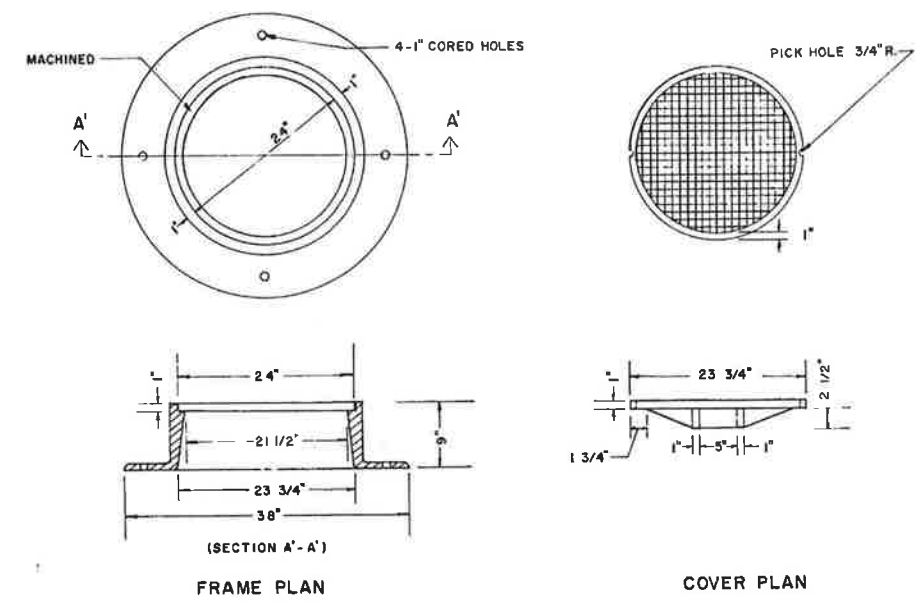
FED. RD. DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO		

3
28

LUC-24-24.30



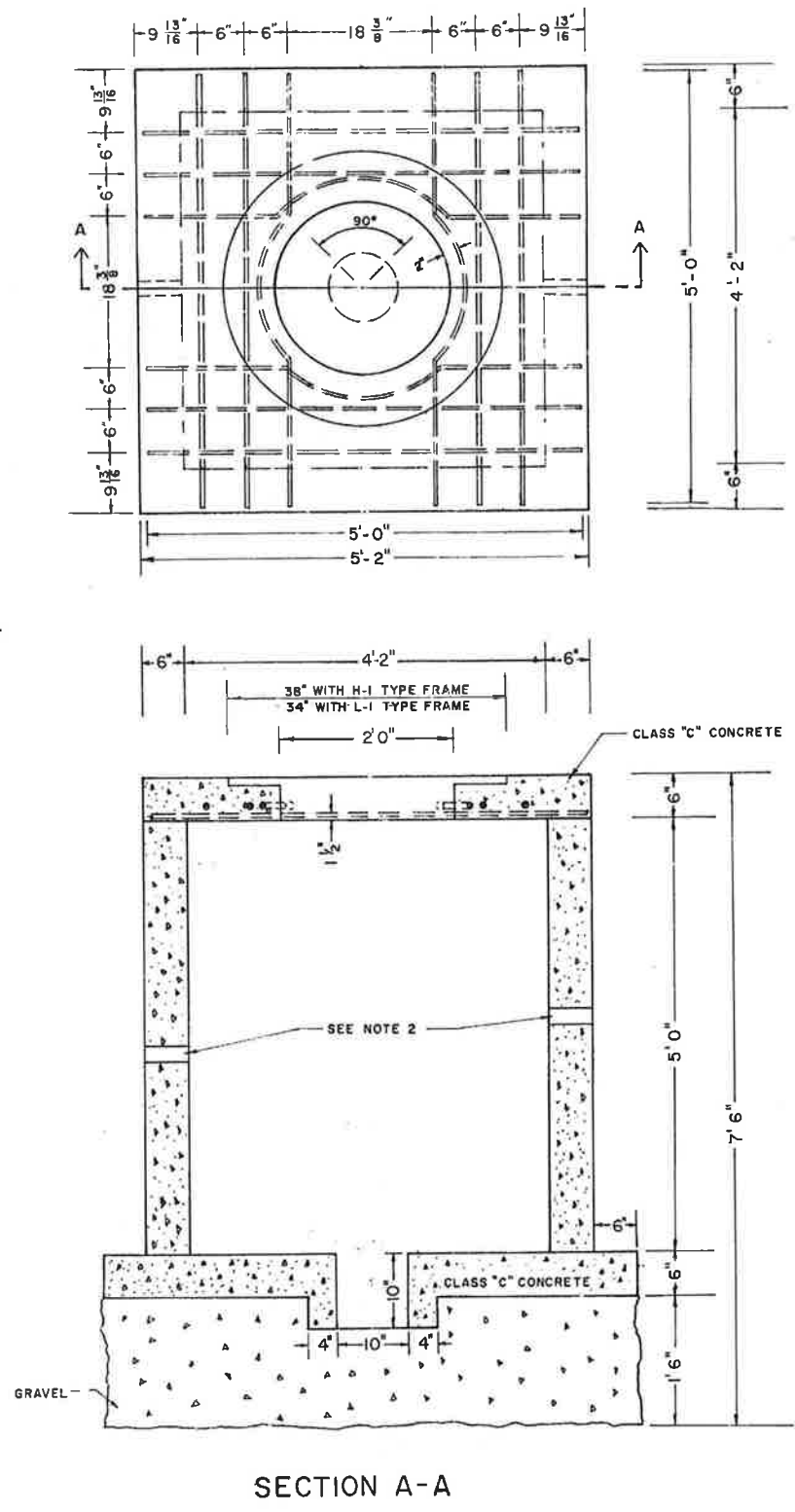
L-I MANHOLE FRAME & COVER DETAIL



H-I MANHOLE FRAME & COVER DETAIL

NOTES:

- CASTING SHALL BE LAID TO GRADE ON A FULL BED OF MORTAR SET ON ONE OR MORE COURSES OF BRICK LAID IN FULL CIRCULAR RING.
- SIDES SHALL BE FORMED AROUND NEW AND EXISTING CONDUIT PER SIGNAL PLANS.
- A. WHEN MANHOLE IS LOCATED WITHIN THE PAVEMENT AREA, THE BACKFILL MATERIAL SHALL BE GRANULAR AND IT SHALL BE TAMPED IN PLACE AND INUNDATED. GRANULAR MATERIAL IS CONSTRUED TO MEAN SAND, SCREENINGS, GRAVEL OR SIMILAR SUITABLE MATERIAL, AND IS TO BE APPROVED BY THE ENGINEER.
B. WHEN MANHOLE IS LOCATED OUTSIDE OF THE PAVEMENT AREA, EARTH BACKFILL MAY BE USED.
- ALL RE-BARS SHALL BE NO. 6 REINFORCING STEEL.
- CAUTION SHOULD BE EXERCISED IN SETTING THE BASIN CASTING ON A FRESH MORTAR BED TO INSURE UNIFORM SUPPORT FOR THE CASTING.



SECTION A-A

NOTES:

- ALL CASTINGS MUST:
 - MEET A.S.T.M. SPECIFICATIONS.
 - BE POURED IN CLOSED MOULD AND SHALL BE TRUE TO PATTERN.
 - BE FREE OF BLOWS, POROSITY, BURRS AND OTHER DEFECTS AND SHALL NOT UNDER ANY CIRCUMSTANCES BE PLUGGED.
 - BE OF A GOOD GRADE OF MACHINABLE GREY IRON USED IN COMMERCIAL CASTINGS.
- ALL BEARING BASES SHALL BE MACHINED WHEN USED BY TRAFFIC.
- ALLOY NO. 1 HEAVY, NEENAH R-1785 OR EQUAL, MINIMUM WEIGHT 475 LBS. FRAME AND COVER, TO BE USED WITH H-I FRAME & COVER.
- ALLOY NO. 58, NEENAH R-1786 OR EQUAL, MINIMUM WEIGHT 275 LBS. FRAME AND COVER, TO BE USED WITH L-I FRAME & COVER.

6-14-66	DML
REVISIONS	

CITY OF TOLEDO
DEPT. OF PUBLIC SAFETY
DIV. OF TRAFFIC ENGINEERING

MANHOLE
FOR
TRAFFIC SIGNAL INSTALLATIONS

SCALE: 1" = 1'	DESIGN: F.G.V.
DWG. NO.: SD-2-66	DRAWN: DML
DATE: 5-4-66	CHECKED: C.E.R.

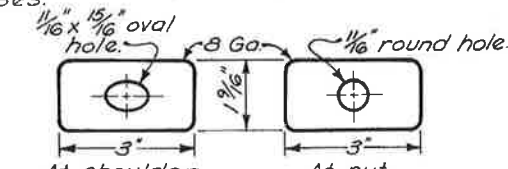
DETAIL-TRAFFIC SIGNAL MANHOLE

FED. RD. DIVISION	STATE	PROJECT	3A 2B
2	OHIO		

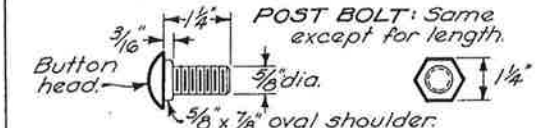
LUC-24-24:30

NOTES

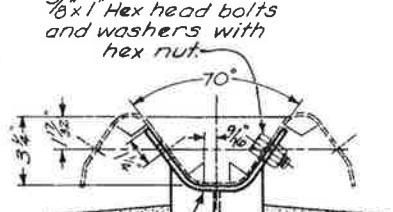
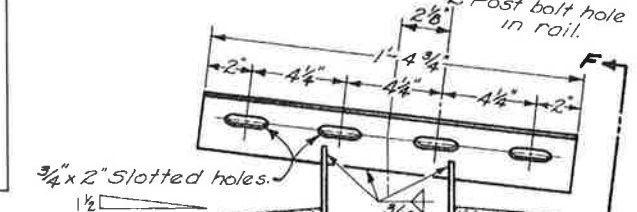
For details not shown, see Standard Drawings GR-1 and GR-2A.
All steel parts shall be galvanized in accordance with ASTM A123, A153 or A525, whichever may apply.
This drawing shall govern where a conflict arises.



POST BOLT WASHERS



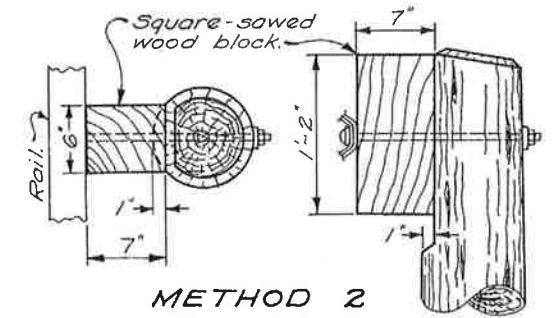
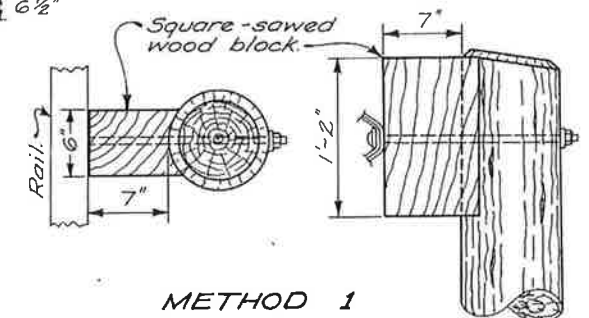
SPLICE BOLT & NUT



ELEVATION

SECTION F-F

TERMINAL ANCHOR DETAIL

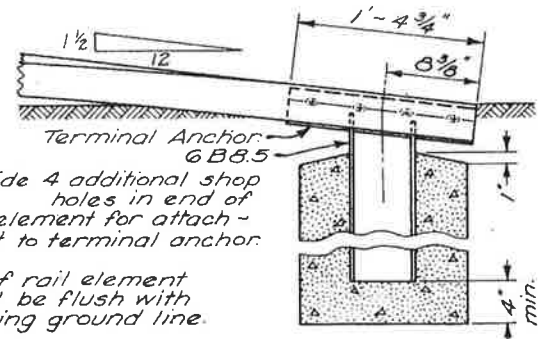


METHOD 1

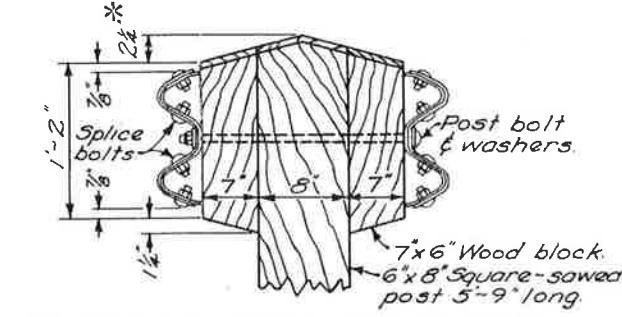
METHOD 2

ROUND WOOD POSTS*

Alternate methods of placing the spacer blocks on the round posts may be submitted for consideration and approval by the Engineer.

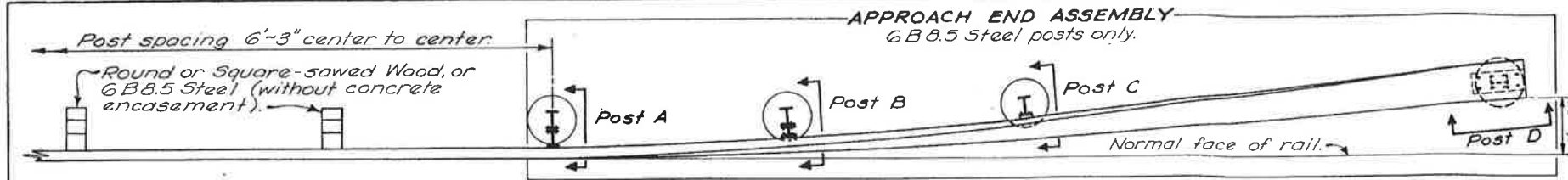


POST D

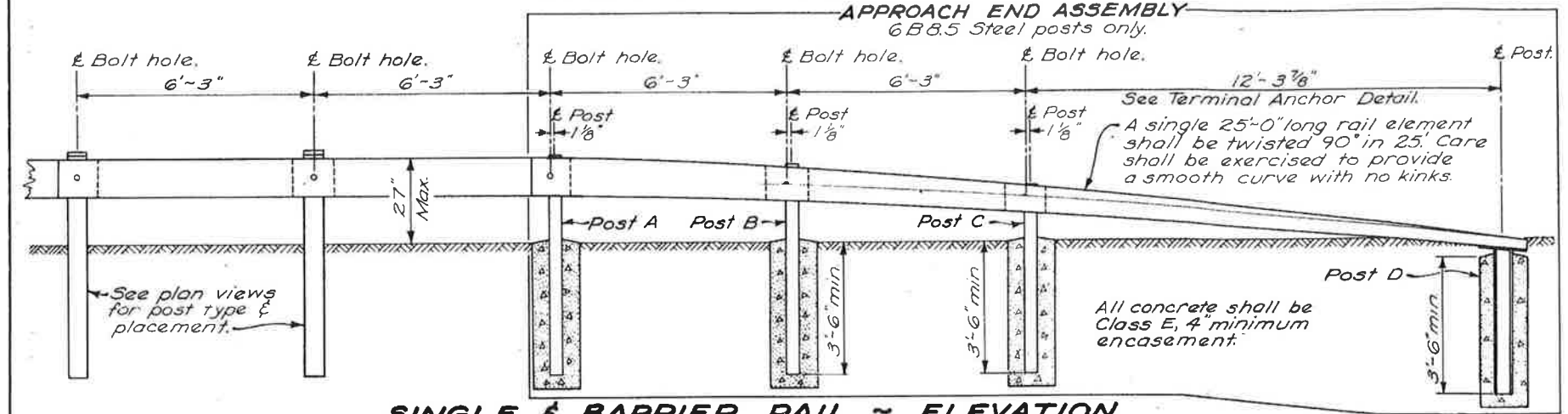


POST E

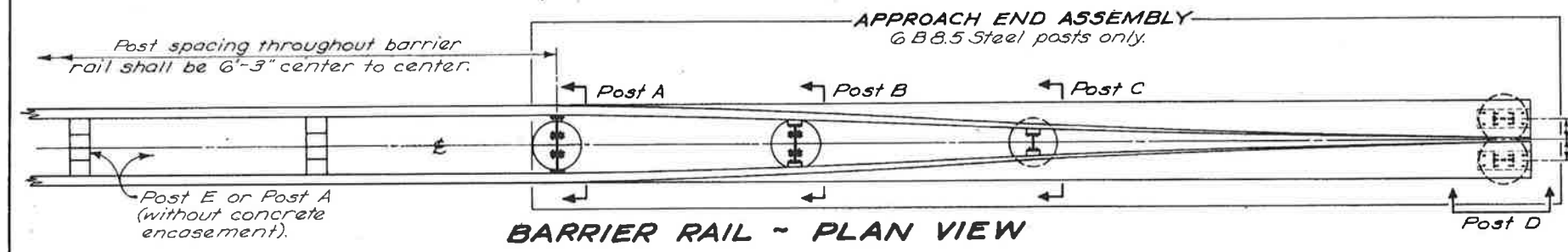
* Tops of driven posts need not be trimmed.



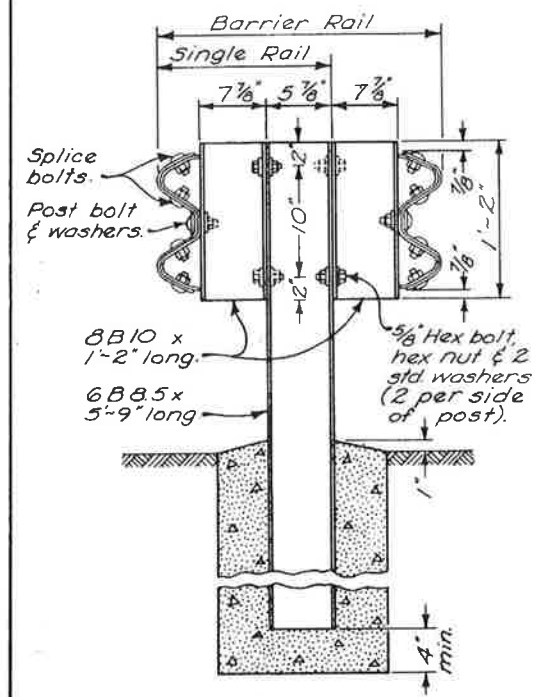
SINGLE RAIL - PLAN VIEW



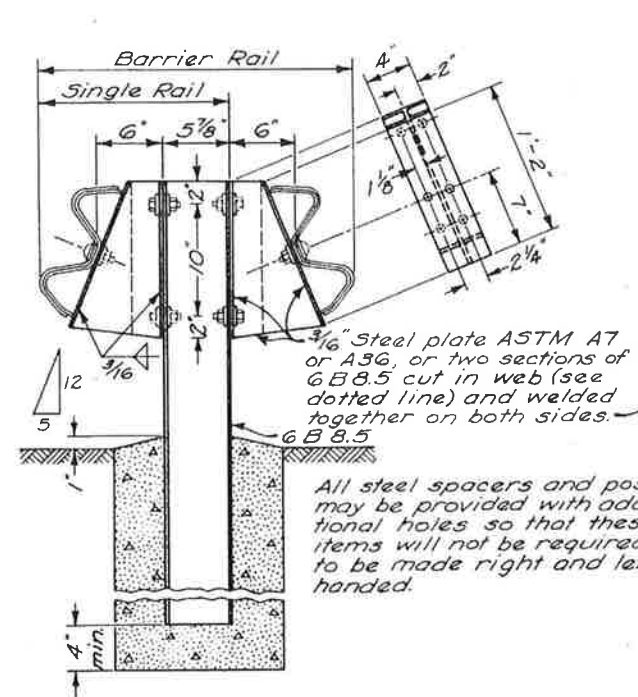
SINGLE & BARRIER RAIL - ELEVATION



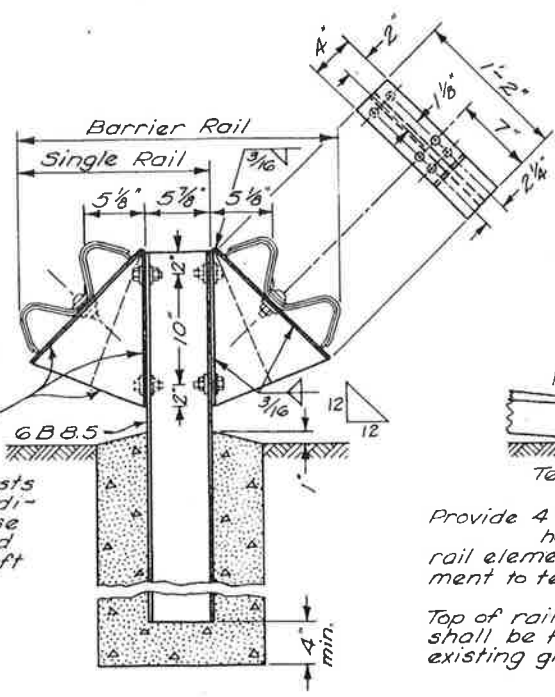
BARRIER RAIL - PLAN VIEW



POST A



POST B



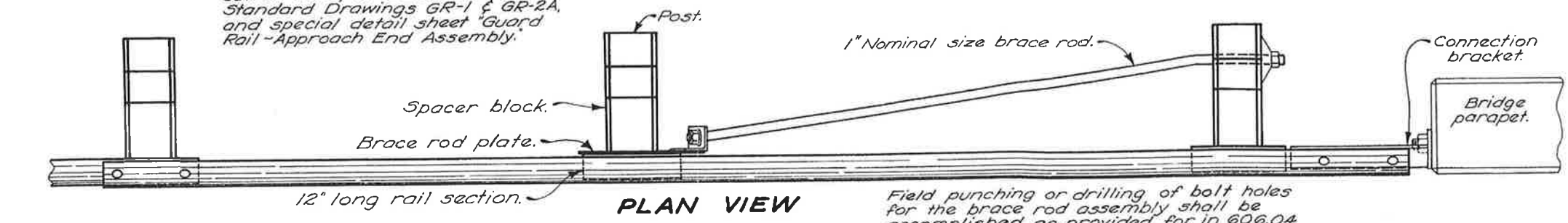
POST C

Provide 4 additional shop holes in end of rail element for attachment to terminal anchor.
Top of rail element shall be flush with existing ground line.

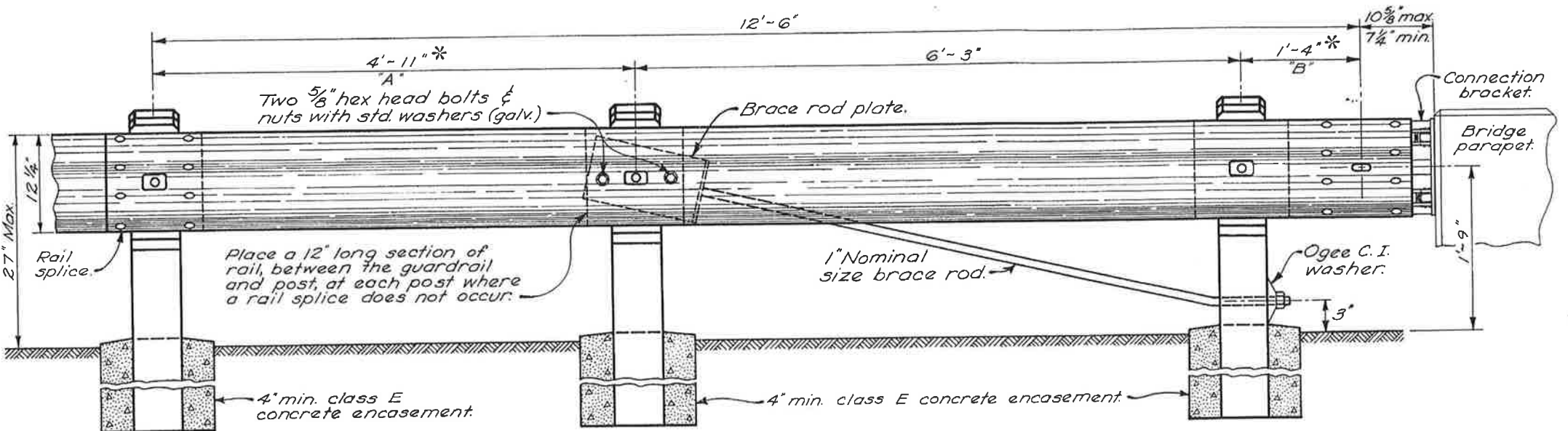
GUARD RAIL - APPROACH END ASSEMBLY

LUC-24-24.30

Posts may be round or square-sawed wood, or 6B&S steel. See Standard Drawings GR-1 & GR-2A, and special detail sheet "Guard Rail - Approach End Assembly."

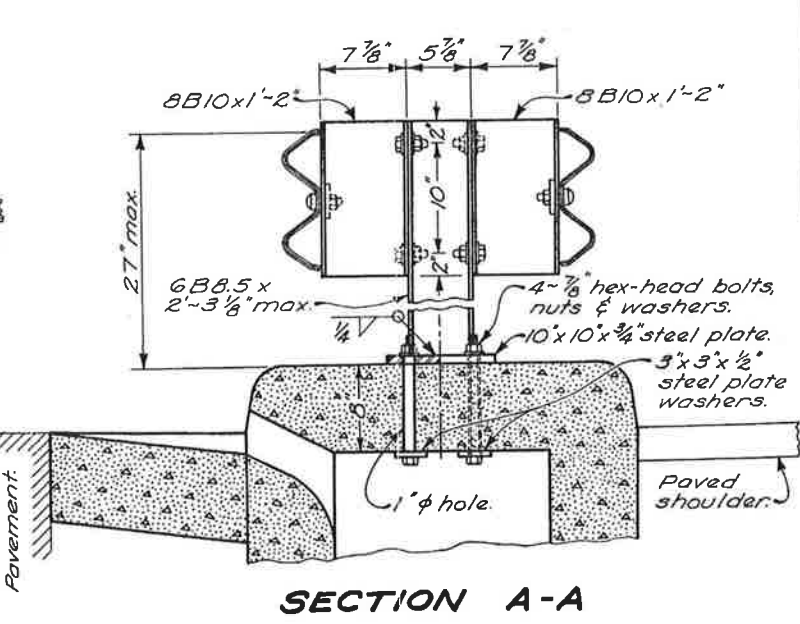
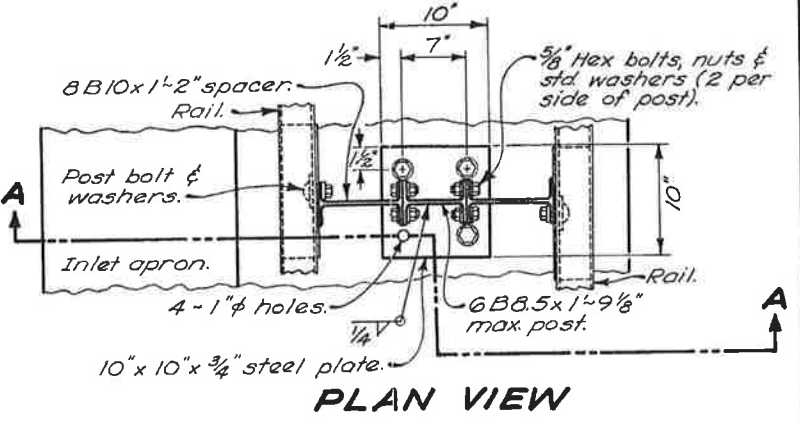
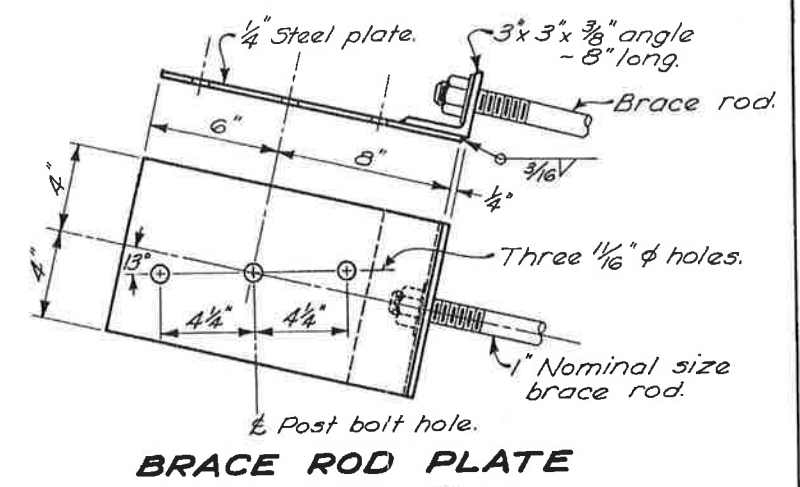


Field punching or drilling of bolt holes for the brace rod assembly shall be accomplished as provided for in 606.04.



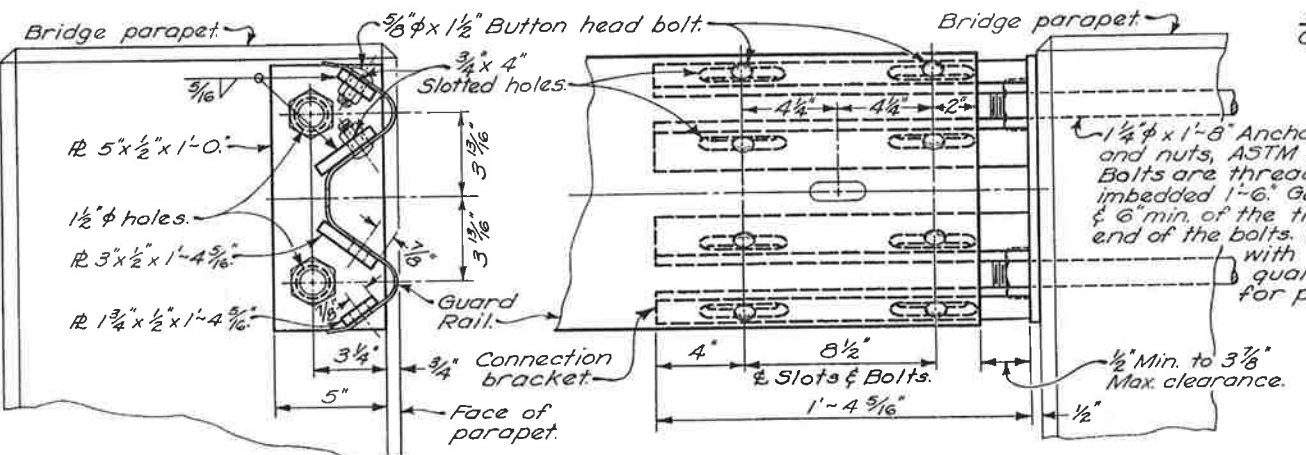
GUARDRAIL TERMINAL AT BRIDGE

* Dimension "A" shall decrease as dimension "B" increases to accommodate interference by the bridge substructure.

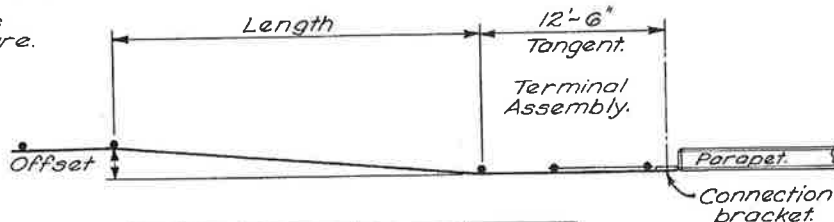


BARRIER RAIL MOUNTED ON MEDIAN INLET
This design shall be used for posts located over inlets regardless of the type of post used on the approaches.

Rev. 12-19-67
BRIDGE TERMINAL ASSEMBLY



CONNECTION BRACKET DETAIL GUARDRAIL ~ BRIDGE CONNECTION
The connection bracket shall be galvanized after welding and shall be included with guardrail for payment.



Offset	Length	Offset	Length
1'-0"	25.00'	5'-0"	100.00'
2'-0"	50.00'	6'-0"	100.00'
4'-0"	100.00'	7'-0"	100.00'

GUARDRAIL OFFSET DETAIL

1/4" x 1-8" Anchor bolts and nuts, ASTM A-325. Bolts are threaded 3" & imbedded 1-6". Galv nuts & 6" min. of the threaded end of the bolts. (Include with bridge quantities for payment.)

1/2" Min. to 3 7/8" Max. clearance.

EXPANSION JOINTS ~

Although specific locations of certain expansion joints have been detailed on this plan, no waiver of the specifications is intended and expansion joints shall be provided at all major structures as required.

GENERAL NOTES

ESTIMATED QUANTITIES

SPECIFIC LOCATIONS AND USAGE OF ESTIMATED QUANTITIES SET UP ON THIS PLAN TO BE USED "AS DIRECTED BY THE ENGINEER" SHALL BE MADE A MATTER OF RECORD BY INCORPORATION INTO THE FINAL CHANGE ORDER GOVERNING COMPLETION OF THIS PROJECT.

CENTERLINE REFERENCE MONUMENTS, AS PER PLAN

MONUMENTS SHALL BE CONSTRUCTED OF CLASS C CONCRETE, CAST-IN-PLACE IN A CIRCULAR HOLE EIGHT (8) INCHES IN DIAMETER AND FORTY-FOUR (44) INCHES IN DEPTH. TOP OF CONCRETE SHALL BE FINISHED AT THE GROUND LEVEL, AND THE UPPER SIX (6) INCH PORTION OF THE CONCRETE SHALL BE FORMED. A ONE-HALF (1/2) INCH STEEL ROD SIX (6) INCHES LONG SHALL BE EMBEDDED IN THE WET CONCRETE AS DIRECTED BY THE ENGINEER TO MARK THE CENTERLINE AND STATION. FOR LOCATIONS, SEE SHEET NO. 27 For detail see Std. Dwg. MC-1.

GUARDRAIL, MODIFIED AS PER PLAN ~

TYPE 4 ~

(1) The post spacing for all Type 4 guard rail shall be of 6'-5" intervals with spacer blocks attached between the posts and rail element instead of 12'-6" spacing without spacer blocks as indicated on the plans.

(2) All approach (entrance) ends of Type 4 guard rail on divided lane highways shall be constructed with the new guard rail approach end assemblies as detailed on plan page No. 3B. Where either end is adjacent to proposed bridges, the new bridge connector assembly will apply unless otherwise detailed on the plans. The exit (trailing) ends of Type 4 guard rail shall be as detailed on Standard Drawing GR-2A.

BASIS OF PAYMENT ~

Type 4 guard rail with post spacing at 6'-5" spacer blocks, and new approach end assemblies will be paid for as 606 Guard Rail, Type 4, modified as per plan, complete in place.

FIELD OFFICE

THE CONTRACTOR SHALL, IN ADDITION TO THE REQUIREMENTS OF 105.152 PROVIDE FOR THE EXCLUSIVE USE OF THE DEPARTMENT, A SUITABLE FIELD OFFICE HAVING A MINIMUM OF 300 SQ. FT. OF FLOOR SPACE. THE CONTRACTOR SHALL HAVE A TELEPHONE INSTALLED AND MAINTAINED IN THIS FIELD OFFICE DURING THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL ALSO PROVIDE AND MAINTAIN SANITARY PROVISIONS AS PER 107.06. THE CONTRACTOR SHALL ALSO PROVIDE AND INSTALL WIRING AND OUTLETS SUITABLE FOR CONNECTING ELECTRIC LIGHTS AND OFFICE EQUIPMENT IN THE FIELD OFFICE AND PROVIDE 110-VOLT ALTERNATING CURRENT TO THE OFFICE DURING THE ENTIRE PERIOD OF CONSTRUCTION OF THIS PROJECT. ALL OF THE ABOVE IS TO BE INCLUDED IN THE LUMP SUM BID FOR FIELD OFFICE.

ELEVATION DATUM

ALL ELEVATIONS ARE BASED ON U. S. C. S. DATUM.

ADJUSTING GUARD RAIL LOCATIONS ~

Prior to staking the guard rail, the Engineer shall make a field inspection and, if necessary, adjust the stations of the end posts to accommodate field conditions and to provide better protection for traffic.

UTILITY OWNERSHIP:

COLUMBIA GAS OF OHIO, INC.	GAS LINES
TOLEDO EDISON COMPANY	POWER STREET LIGHTING
CITY OF TOLEDO	POLICE AND FIRE ALARM TRAFFIC SIGNALS WATER LINES

THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS HAVE BEEN OBTAINED BY DILIGENT FIELD CHECKS AND SEARCHES OF AVAILABLE RECORDS. IT IS BELIEVED THAT THEY ARE ESSENTIALLY CORRECT, BUT THE STATE OF OHIO DOES NOT GUARANTEE THEIR ACCURACY OR COMPLETENESS.

SIGNS

THE CONTRACTOR SHALL NOTIFY, AT LEAST 5 WORKING DAYS BEFORE BREAKING GROUND, THE CITY OF TOLEDO SO THAT THEIR LABOR FORCES MAY REMOVE AND DISPOSE OF ALL STREET AND TRAFFIC SIGNS THAT MAY BE AFFECTED BY THESE OPERATIONS.

FEDERAL AID CONSTRUCTION IDENTIFICATION SIGNS

THE CONTRACTOR SHALL FURNISH, ERECT, MAINTAIN AND SUBSEQUENTLY REMOVE FEDERAL AID CONSTRUCTION IDENTIFICATION SIGNS AT EACH OF THE FOLLOWING APPROXIMATE LOCATIONS:

1. RIGHT OF STATION 90 + 00
2. LEFT OF STATION 100 + 75

SIGN DETAILS SHALL BE AS SPECIFIED ON STANDARD DRAWING FACI-1, "CODE N-54(1)-96(3)".

THE SIGNS SHALL BE ERECTED IN ACCORDANCE WITH STANDARD DRAWING FACI-2. ADDITIONAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH NOTES IN THE PROPOSAL.

REMOVAL OF TREES AND STUMPS

THERE ARE NO TREES OVER 12" DIAMETER REQUIRING REMOVAL.

CONSTRUCTION LAYOUT STAKES

SEE NOTE IN PROPOSAL DESCRIBING THE WORK INCLUDED IN THIS LUMP SUM PAY ITEM.

ROUNDING OF CORNERS SHOWN ON CROSS SECTIONS

THE ROUNDED CORNERS SHOWN ON STANDARD DRAWING MC-1 APPLY TO ALL CROSS SECTIONS, EVEN THOUGH OTHERWISE SHOWN ON THESE PLANS.

REVIEW OF PROJECT SEWERS

BEFORE ANY WORK IS STARTED ON THE PROJECT, REPRESENTATIVES OF THE STATE, THE CITY AND THE CONTRACTOR SHALL MAKE A VISUAL INSPECTION OF THE EXISTING STORM, SANITARY, AND COMBINED SEWERS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. A RECORD OF THE INSPECTION SHALL BE KEPT IN WRITING BY THE STATE. ALL NEW SEWERS, INLETS AND MANHOLES CONSTRUCTED AS A PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER AND IN A CLEAN CONDITION BEFORE THE PROJECT WILL BE ACCEPTED BY THE STATE. ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE MENTIONED PARTIES SHALL BE MAINTAINED AND LEFT IN THE SAME CONDITION AS DETERMINED BY THE ORIGINAL INSPECTION. ANY CHANGE IN THE CONDITION RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER AT NO COST TO THE STATE. THE COST OF MAKING INSPECTIONS SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE RESPECTIVE CONDUIT ITEMS OF THE CONTRACT.

EXISTING SEWERS

THE CONTRACTOR SHALL SO CONDUCT HIS OPERATIONS THAT THE FLOW OF ALL SEWERS WHICH ARE TO REMAIN IN SERVICE SHALL BE MAINTAINED AT ALL TIMES. ANY ADDITIONAL COST OR LABOR INVOLVED IN MAINTAINING THIS FLOW, BY PUMPING OR ANY OTHER APPROVED METHOD, SHALL BE INCLUDED IN THE UNIT PRICE BID PER LINEAL FOOT OF 603 CONDUITS.

WHEN WORKING IN THE AREA ADJACENT TO EXISTING SEWERS, THE CONTRACTOR SHALL PROCEED WITH CAUTION IN ORDER THAT NO DAMAGE IS DONE TO THE EXISTING SEWERS. ANY DAMAGE TO EXISTING SEWERS RESULTING FROM THE CONTRACTOR'S OPERATIONS OR NEGLIGENCE, AS DETERMINED BY THE ENGINEER, SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE STATE.

CONNECTIONS TO EXISTING SEWERS

AT THOSE LOCATIONS WHERE THE PLANS REQUIRE THE CONNECTION OF (1) A NEW SEWER TO AN EXISTING SEWER OR APPURTENANCE OR (2) AN EXISTING SEWER OR EXISTING APPURTENANCE TO A NEW SEWER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE THE EXISTING SEWER OR APPURTENANCE BOTH AS TO THE LINE AND GRADE BEFORE HE STARTS CONSTRUCTION OF THE PROPOSED SEWER. PAYMENT FOR THIS OPERATION SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE APPLICABLE 603 CONDUIT.

REMOVAL OF EXISTING PIPE

THE REMOVAL OF ALL EXISTING PIPE DRAINS WHICH WOULD NORMALLY BE REMOVED IN VARIOUS EXCAVATION ITEMS SHALL BE INCLUDED FOR PAYMENT IN THE UNIT PRICES BID FOR THE RESPECTIVE EXCAVATION ITEMS, UNLESS OTHERWISE ITEMIZED IN THE PLANS.

SEEDING

QUANTITIES FOR SEEDING ARE CALCULATED FOR THE SOIL AREAS BETWEEN LINES TEN (10) FEET OUTSIDE THE WORK LIMITS, AS SHOWN ON THE CROSS SECTIONS, OR TO THE RIGHT-OF-WAY LINE IF SUCH LINE IS LESS THAN TEN (10) FEET FROM THE WORK LIMITS.

SEEDING FORMULA

THE FOLLOWING SEED MIXTURE SHALL, IN LIEU OF THE MIXTURES LISTED IN 659.09 BE USED THROUGHOUT THE LIMITS OF THIS PROJECT:

STEEP SLOPE AREAS: (2:1)	50% KENTUCKY 31 FESCUE 25% KENTUCKY BLUE GRASS 15% CREEPING RED FESCUE 10% PERENNIAL RYE GRASS
ALL OTHER SEEDED AREAS:	50% KENTUCKY BLUE GRASS 40% CREEPING RED FESCUE 10% PERENNIAL RYE GRASS

ITEM 604, INLET RECONSTRUCTED TO GRADE, AS PER PLAN

THIS ITEM SHALL CONSIST OF THE CAREFUL REMOVAL OF THE EXISTING INLET DOWN TO THE SPRING LINE AND RECONSTRUCTION OF THE STRUCTURE TO THE NEW GRADE, CONFORMING AS NEARLY AS PRACTICABLE TO THE EXISTING DIMENSIONS AND TYPE OF CONSTRUCTION AND USING A NEW STANDARD NO. 1 MANHOLE FRAME AND COVER, HEAVY DUTY.

CASTINGS ON EXISTING DRAINAGE STRUCTURES TO BE REMOVED, OR REPLACED

ALL OF THE CASTINGS ON THE EXISTING DRAINAGE STRUCTURES THAT ARE INDICATED ON THE PLAN TO BE REMOVED, OR REPLACED BY NEW DRAINAGE STRUCTURES, SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS NOTED OTHERWISE ON THE PLAN.

SCARIFICATION OF EXISTING FLEXIBLE PAVEMENT

WITHIN THE LIMITS OF CONSTRUCTION WHERE THE EXISTING FLEXIBLE PAVEMENT WILL HAVE LESS THAN 3'-0" OF FILL PLACED UPON IT, THE PAVEMENT SHALL BE THOROUGHLY SCARIFIED FOR ITS FULL DEPTH, MIXED WITH SUFFICIENT SOIL AND PROPERLY RECOMPACTED TO INSURE THE ELIMINATION OF ANY PLANES OF SEPARATION BETWEEN IT AND THE EMBANKMENT PLACED THEREON. PAYMENT FOR SCARIFICATION AS DESCRIBED ABOVE SHALL BE INCLUDED IN THE UNIT PRICE BID FOR 203 EXCAVATION NOT INCLUDING EMBANKMENT CONSTRUCTION.

GENERAL NOTES (CONT.)

MAINTAINING TRAFFIC

The contractor shall execute his work and maintain traffic in accordance with the following:
ANTHONY WAYNE TRAIL (LUC.24)

STAGE 1.

Provide a minimum of two (2) southbound and three (3) northbound lanes throughout the project while performing the following operations:

- A. Complete drainage and traffic signal man-hole construction.
- B. Remove Median between Stations 98+53 and 99+77 and pave to existing grade.
- C. Remove Median between Stations 100+24 and 100+78. Repave to existing grade and construct curb.

STAGE 2.

Maintain a minimum of two (2) lanes in each direction except that during the hours of 7:00 AM to 9:00 AM, Monday through Friday; a minimum of three (3) Northbound lanes shall be provided between Stations 98+25 and 99+75, while the following operations are being performed:

- A. Place temporary guard rail as shown in the plans.
- B. Construct bridge and pavement widening.

STAGE 3.

Three (3) lanes shall be maintained in each direction while the following work is being performed:

A. Removal of wearing course to the extent required to construct the proposed median.

B. Construct median.

STAGE 4.

Provide a minimum of two (2) lanes in each direction except during the hours of 7:00 AM to 9:00 AM, Monday through Friday; three (3) northbound lanes shall be maintained between Stations 98+25 and 99+75 while performing the following operations:

A. Perform the remainder of the wearing course removal and complete paving.

CITY PARK

One (1) lane shall be maintained in each direction at all times except that during stage 4 above one (1) lane shall be maintained in each direction during the hours of 7:00 AM to 9:00 AM and 3:00 PM to 6:00 PM, Monday through Friday and one (1) lane maintained at other times.

A lane of maintained traffic shall not be less than ten (10) feet of clear pavement width.

Pedestrian traffic shall be maintained on City Park and on the structure at all times.

The contractor shall give the project engineer a notice in writing five (5) days

in advance of any major change in traffic handling.

If the contractor so elects, he may submit alternate methods for the maintenance of traffic providing the intent of the above provisions is followed and no additional inconvenience to the traveling public results therefrom. No alternate plan shall be placed into effect until approval has been granted, in writing, by the Director.

The contractor shall, in addition to the general requirements of Item 614 on this project, perform the following:

Provide, erect and maintain adequate temporary curbs, sidewalks and guard rail at the structure and approaches to provide for the safety of pedestrians and vehicles. Curbs may be of timber, in which case they shall be a minimum size of 6x6 inches, but in no case shall a curb be less than 6 inches above the adjacent pavement. Sidewalks shall be a minimum of 3 feet in width. Temporary guard rail and hand rail on the structure and immediate approaches may be of timber and shall be laterally supported at no greater than 5 foot intervals. The contractor shall submit drawings showing complete design and attachment of curbs, guard rail and railing for review and approval by the Director.

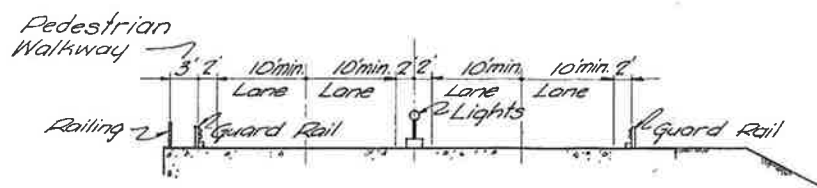
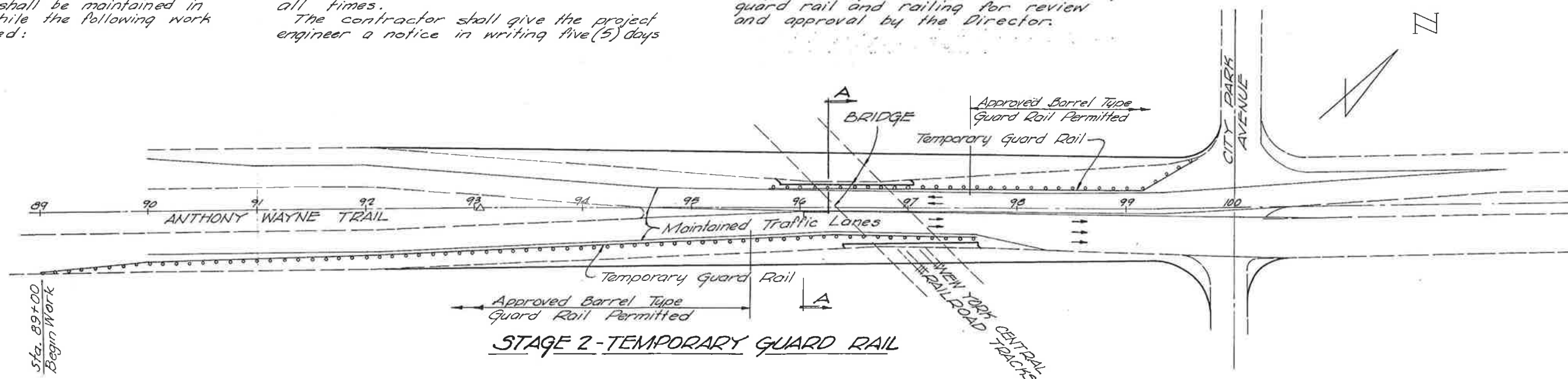
Estimated quantities for maintaining traffic and dust control have been included as follows:

- Item 410 Traffic Compacted Surface, Type A or B — 75 Cu.Yd.
- Item 616 Calcium Chloride — 1 Ton
- Item 616 Water — 1 M.Gal.

Cost of all the above except for the 410 & 616 Items, shall be included in the Lump Sum price bid for Item 614 Maintaining Traffic.

TEMPORARY GUARD RAIL

Steel 55 gallon drums spaced at 12'6" centers shall be used in lieu of posts for this item. The drums shall be painted yellow and shall be half filled with granular material in order to hold them in position. The rail elements shall be steel beam type meeting the requirements of either 71006 (Deep) or 71007 (Shallow), except that in lieu of furnishing new rail, used rail which is in good condition and approved by the Engineer may be used. The rail shall be placed on the traffic side of the drums with the center of the rail approximately 2 feet above the surface of the pavement or ground. The rail elements shall be securely bolted to the drums and reinforced by using 4"x4"x1/4" (minimum) plate washers on the inside of the drums in a manner satisfactory to the Engineer.



SECTION A-A

1 PAVEMENT

Sheet No.	Reference No.	Station		Side	202		310	407	402	402	404	609	612	604
		From	To		Sq. Yd.	Sq. Yd.	Cu. Yd.	Gal.	Cu. Yd.	Cu. Yd.	Cu. Yd.	Lin. Ft.	Sq. Yd.		Ea.
7	1-P	91+00	95+00	Li.				139.8	80.51	52.44	38.07			
7	2-P	91+00	92+50	Li.			43.9	8.70	3.6	1.95	0.99	150		
7	3-P	92+00	95+00	Li.			339.1	59.30	32.2	13.44	8.96	300		
7	4-P	92+00	95+00	Rt.				112.3	43.23	35.62	26.82			
7	5-P	92+15	95+00	Rt.			175.0	31.81	15.9	6.63	4.42	285		
8	6-P	95+00	95+79	Li.			158.8	28.08	16.2	6.75	4.50	56		
8	7-P	95+00	99+32	Li.				86.1	73.89	35.86	23.91			
8	8-P	95+00	96+56	Rt.			205.4	35.69	19.7	8.10	5.47	156		
8	9-P	95+00	99+32	Rt.				139.0	23.66	47.83	38.60			
8	10-P	96+30	97.28	Li.	345									
8	11-P	96+33.36	99+33.86	Li.			8.7	1.44	18.2	10.37			182.0	
8	12-P	96+80	97+82	Li.			471.3	81.67	45.3	18.88	12.59	32.7		
8	13-P	97+66	98+36	Rt.			266.9	46.63	25.4	10.53	7.05	835		
8	14-P	98+53	99+77	Li.			91.6	15.26	9.2	3.81	2.54			
8	15-P	99+32	100+78	Li.				170.5	21.79	41.52	44.51			
8	16-P	101+61.2	101+82	Li.	2									
8	17-P	99+19.13	100+46	Rt.			28.8	5.31	2.6	1.07	0.72	55		
8	18-P	100+25	100+78	Li.			30.2	5.35	2.8	1.18	0.78	35		
8	1-N	100+35.5		Rt.										1
Totals					2	345	1819.7	319.14	838.8	253.47	285.29	2199.3	1599	182.0

* City Park Ave. Stationing
† Excluding Quantities on Existing Bridge Slab

2 GUARD RAIL

Sheet No.	Reference No.	Station		Side	Guard Rail Type 4
		From	To			Lin. Ft.
7	1-GR	94+75.18	95+00	Li.	24.82
8	2-GR	95+00	95+75.18	Li.	75.18
8	3-GR	95+92.68	96+92.68	Rt.	100
8	4-GR	96+42.41	97+42.41	Li.	100
8	5-GR	97+58.47	98+33.47	Rt.	75
Totals					375

3 APPROACH SLABS

Sheet No.	Reference No.	Station		Side	202	310	407	402	404	611
		From	To		Sq. Yd.	Cu. Yd.	Gal.	Cu. Yd.	Cu. Yd.	Sq. Yd.
8	1-A5	95+55.51	96+15.92	Li.	10.32	17.48	10.6	4.33	2.89	105.7
8	2-A5	96+40.52	96+88.32	Rt.	6.39	10.92	6.4	2.66	1.77	65.4
8	3-A5	96+46.89	97+05.60	Li.	9.79	16.39	9.9	4.11	2.74	100.3
8	4-A5	97+30.76	97+77.53	Rt.	6.22	10.43	6.2	2.58	1.72	63.7
Totals					37.72	55.22	32.9	13.68	9.92	335.1

GENERAL SUMMARY

Item	Total Quantity	Unit	Description	100% Toledo	Type G-201	Code Y005	Carried From
ROADWAY							
201	Lump	Lump	Clearing and Grubbing		Lump		Gen. Notes
202	30	Sq. Yd.	Existing Pavement Removed and Disposed of		30		Tables 1&5
202	345	Sq. Yd.	Existing Wearing Course Removed and Disposed of		345		Table 1
202	674	Sq. Ft.	Existing Sidewalk Removed and Disposed of		674		Table 7
202	2520	Lin. Ft.	Existing Curb Removed and Disposed of		2520		Table 6
203	1247	Cu. Yd.	Excavation Not Including Embankment Construction As Per Plan		1247		Table 8
203	1444	Cu. Yd.	Embankment		1444		Table 8
203	327	Sq. Yd.	Subgrade Preparation		327		Table 3
410	75	Cu. Yd.	Traffic Compacted Surface, Type A or B		75		Gen. Notes
604	2	Ea.	Standard Monument Assembly		2		R/W Plans
604	1	Ea.	Center Line Reference Monument		1		R/W Plans
604	1	Ea.	Traffic Signal Manhole, As Per Plan, Using Type H4 Frame & Cover	1			Table 1
606	375	Lin. Ft.	Guard Rail, Type 4, Modified As Per Plan		275		Table 2
606	538	Sq. Ft.	4" Concrete Walk		538		Table 7
616	1	M. Gal.	Water		1		Gen. Notes
616	1	Ton	Calcium Chloride		1		Gen. Notes
EROSION CONTROL							
659	0.43	Ton	Commercial Fertilizer (12-12-12)			0.43	Calculations
659	4754	Sq. Yd.	Seeding and Mutching As Per Plan			4754	Table 8
DRAINAGE							
202	2	Ea.	Inlet Removed			2	Table 4
603	53	Lin. Ft.	12" Conduit, Type B, with Class B Bedding		53		Table 4
603	12	Lin. Ft.	10" Conduit, Type F, 707.01 or 707.02		12		Table 4
604	1	Ea.	Standard No. 22-B Catch Basin		1		Table 4
604	1	Ea.	Standard No. 3A Catch Basin		1		Table 4
604	1	Ea.	Standard No. 3 Catch Basin		1		Table 4
604	1	Ea.	Manhole Adjusted to Grade		1		Table 4
604	1	Ea.	Inlet Reconstructed to Grade Using Standard No. 1 Manhole Frame and Cover, Heavy Duty, As Per Plan		1		Table 4
PAVEMENT							
304	4	Cu. Yd.	Aggregate Base		4		Table 5
305	1847	Sq. Yd.	3" Portland Cement Concrete Base		1847		Tables 1&4
310	375	Cu. Yd.	6" Subbase, Grading C or D		375		Tables 1&3
402	553	Cu. Yd.	Asphalt Concrete (70-85)		553		Table 1&3
404	230	Cu. Yd.	Asphalt Concrete (70-85)		230		Table 1&5
407	872	Gal.	Tack Coat: 702.04 US-2 or RS-1; or 702.02 RC-70 or RC-250		872		Tables 1&3
452	30	Sq. Yd.	5" Plain Portland Cement Concrete Pavement		30		Table 5
609	1599	Lin. Ft.	Concrete Curb, Standard Type 2B		1599		Table 1
609	852	Lin. Ft.	Concrete Curb, Standard Type G, Modified As Per Plan		852		Table 6
611	335	Sq. Yd.	Reinforced Concrete Approach Slab (T=13')		335		Table 3
612	182	Sq. Yd.	Concrete Median, Modified As Per Plan		182		Table 1
614	Lump	Lump	Maintaining Traffic		Lump		Gen. Notes
	Lump	Lump	Field Office		Lump		Gen. Notes
	Lump	Lump	Construction Layout Stakes		Lump		Gen. Notes
STRUCTURES OVER 20' SPAN							
LUC-24-2441 See Sheet No. 15							

4 DRAINAGE

Sheet No.	Reference No.	Station		Side	202	305	603	604	604	603	604
		From	To		Lin. Ft.	Sq. Yd.	Lin. Ft.	Ea.	Ea.	Ea.	Lin. Ft.	Ea.
8	1-D	99+66	100+17	Rt.	1	27.7	53	1	1	1	
8	2-D	100+33		Li.					1		
8	3-D	98+79	98+91	Li.	1					12	1
Totals					2	27.7	53	1	1	12	1

4 & Survey New York Central Railroad Stationing

5 APPROACHES

Sheet No.	Reference No.	Station		Side	202	304	404	452
		From	To		Sq. Yd.	Cu. Yd.	Cu. Yd.	Sq. Yd.
8	1-A	99+44	99+69	Rt.		4.35	1.24	
8	2-A	99+64	99+79	Rt.	28			29.9
Totals					28	4.35	1.24	29.9

6 CURB

Sheet No.	Reference No.	Station		Side	202	609
		From	To		Lin. Ft.	Lin. Ft.
7	1-C	91+75	95+00	Li.	325	
7	2-C	91+75	92+00	Li.		25
7	3-C	91+00	94+56	Med.	620	
7	4-C	92+50	95+00	Med.		260
7	5-C	92+00	95+00	Med.		300
7	6-C	92+15	95+00	Rt.	285	
8	7-C	95+00	95+15	Li.	115	
8	8-C	95+00	96+29	Med.		129
8	9-C	95+00	96+77	Rt.	177	
8	10-C	95+00	96+48	Med.		148
8	11-C	96+69	99+85	Li.	325	
8	12-C	97+30	99+79	Rt.	263	
8	13-C	98+53	99+77	Li.	265	
8	14-C	100+10	100+46	Rt.	63	
8	15-C	100+24	100+78	Li.	82	
Totals					2520	852

7 WALK

Sheet No.	Reference No.	Station		Side	202	608
		From	To		Sq. Ft.	Sq. Ft.
8	1-W	99+46	99+75	Li.	130	
8	2-W	99+65	99+78	Rt.	130	
8	3-W	100+19	100+60	Rt.	250	315
8	4-W	100+40	100+60	Li.		145
8	5-W	100+37	100+42	Li.	32	
8	6-W	100+55	100+60	Med.		30
8	7-W	101+52	101+67	Li.	72	48
Totals					674	538

* City Park Ave. Stationing

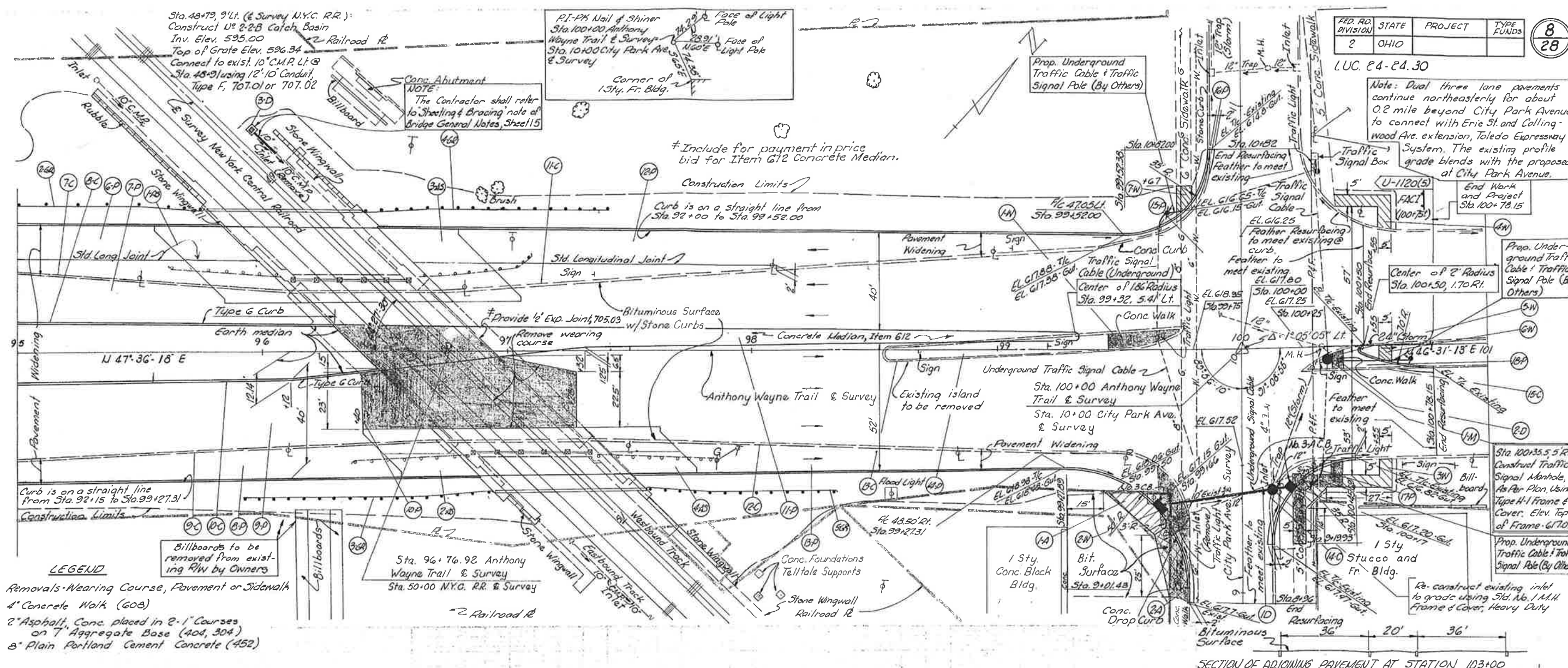
8 EARTHWORK & SEEDING

Sheet No.	203		659
	Excavation Not Including Embankment	Embankment	
	Cu. Yd.	Cu. Yd.	Sq. Yd.
9	7	4	56
10	266	317	1975
11	651	923	1886
12	323	200	837
Totals	1247	1444	4754

CALCULATIONS

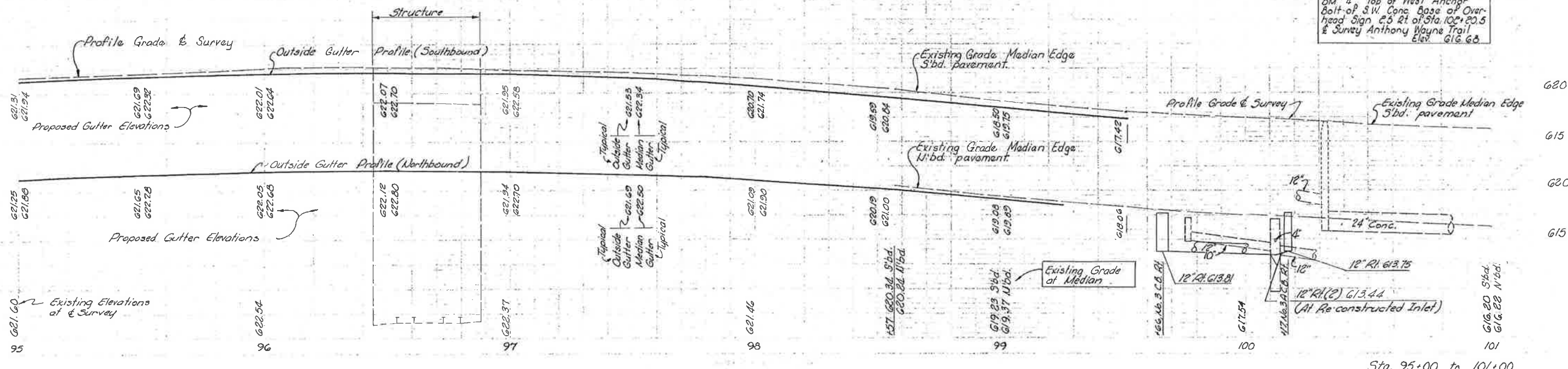
Item 659 - Fertilizer (12-12-12)	
From Table 8 (Seeding):	4754 x 9 x 20 ÷ (1000 x 2000) = 0.43 Ton

Note: Dual three lane pavements continue northeasterly for about 0.2 mile beyond City Park Avenue to connect with Erie St. and Collingwood Ave. extension, Toledo Expressway System. The existing profile grade blends with the proposed at City Park Avenue.



- LEGEND**
- Removals - Wearing Course, Pavement or Sidewalk
 - 4\"/>

SECTION OF ADJOINING PAVEMENT AT STATION 103+00



Sta. 95+00 to 101+00

RTN SMB RME 12-66

RTN SMB RME 12-66

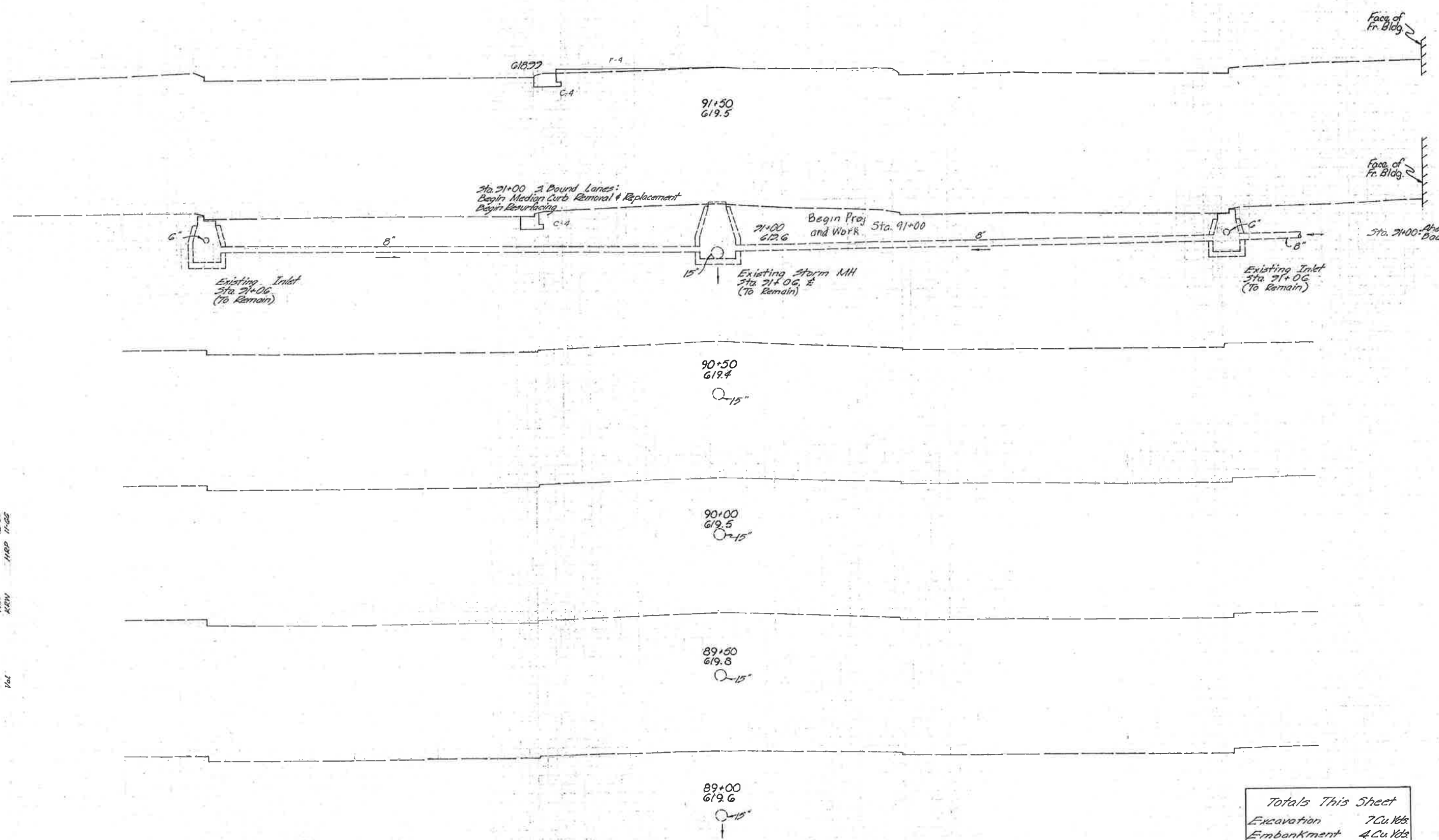
70 60 50 40 30 20 10 E Survey 10 20 30 40 50 60

FED. RD. DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO		

9
28

LUC. 24-24.30

End Area		Cu. Yds.	
Cut	Fill	Cut	Fill
4	4		
		7	4
4	0	0	0



RYN SIMS 1962
 RVE 4-68
 RAN 11-68
 VAN 12-68
 KRIV 11-68
 HRD 11-68
 Vol.

70 60 50 40 30 20 10 E Survey 10 20 30 40 50 60

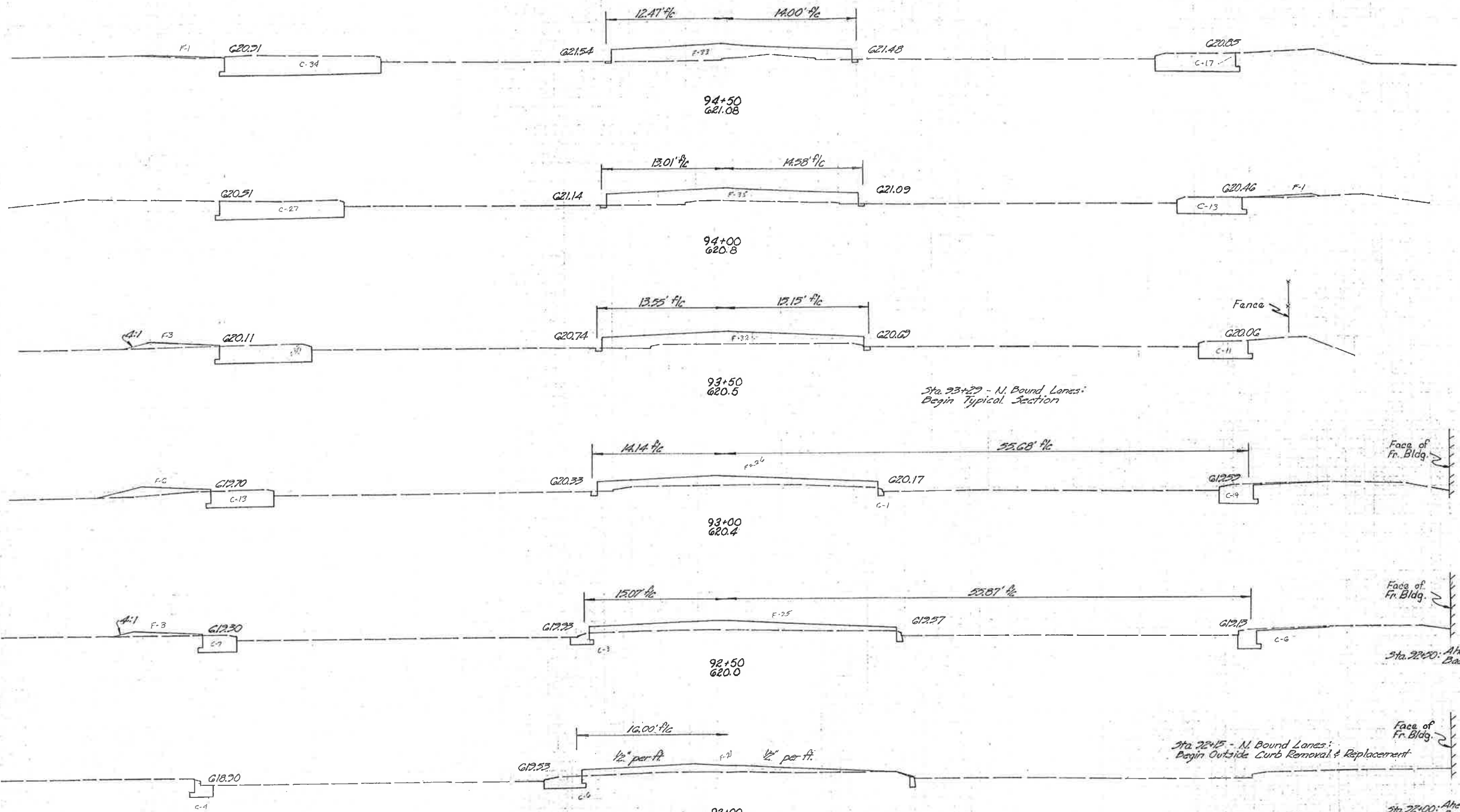
Totals This Sheet	
Excavation	7 Cu. Yds.
Embankment	4 Cu. Yds.
Seeding	56 Sq. Yds.

Sta. 89+00 to 91+50

FED RD DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO		

10
28

LUC. 24-24.30



End Area		Cu. Yds.	
Cut	Fill	Cut	Fill
51	34		
		84	65
40	36		
		66	66
31	35		
		50	62
23	32		
		33	56
13	28		
16	28		
		24	45
10	21		
6	21		
		9	23
4	4		

Totals This Sheet
 Excavation 266 Cu. Yds.
 Embankment 317 Cu. Yds.
 Seeding 1975 Sq. Yds.

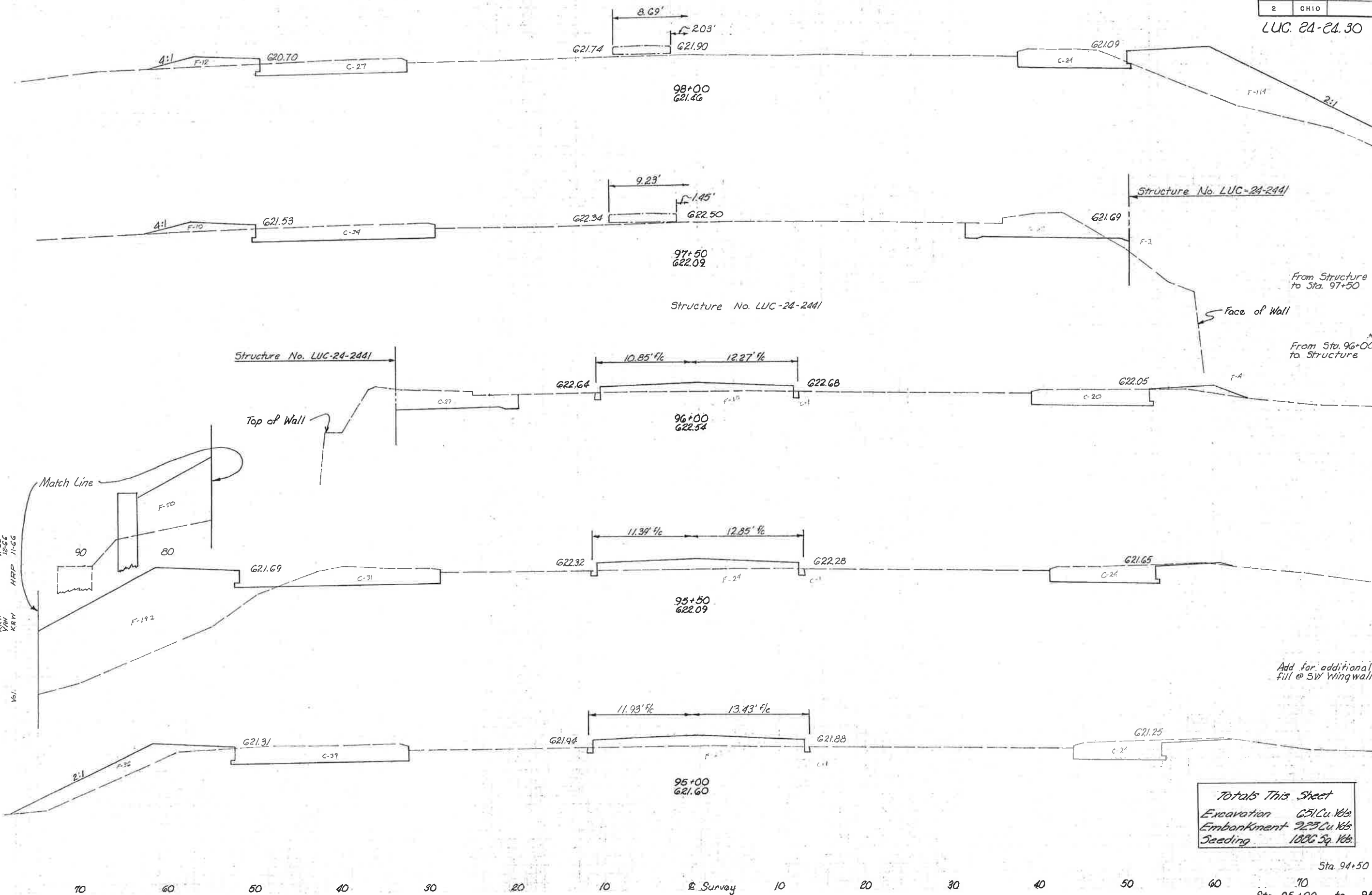
Sta. 92+00 to 94+50

70 60 50 40 30 20 10 E Survey 10 20 30 40 50 60

FED RD DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO		

11
28

LUC. 24-24.30



End Area	Cu. Yds.	
	Cut	Fill
51	126	
		108
66	12	
		141
		83
54	22	
		102
56	266	
		0
		111
64	62	
		106
51	34	
		89

Totals This Sheet
 Excavation 651 Cu. Yds.
 Embankment 223 Cu. Yds.
 Seeding 1006 Sq. Yds.

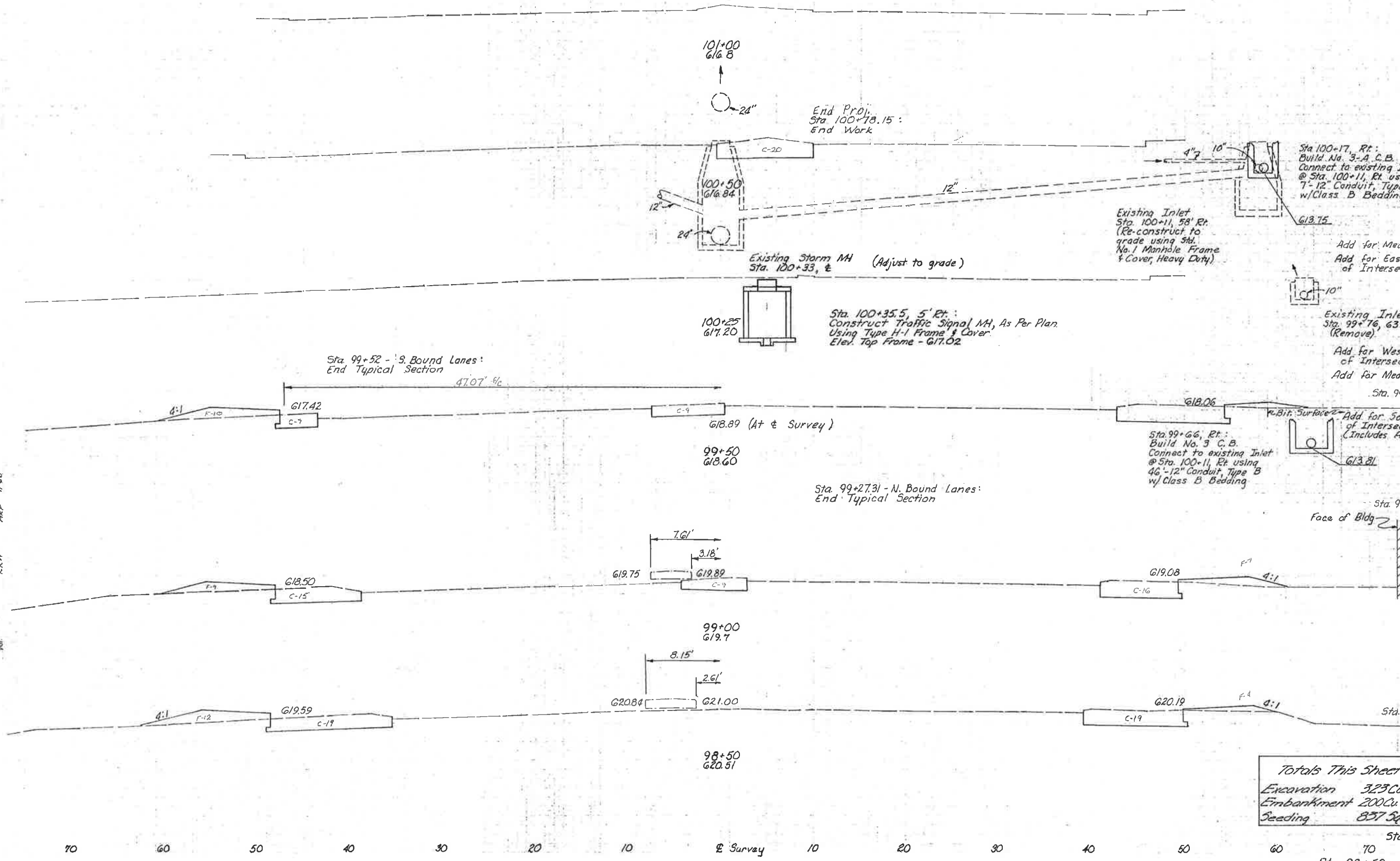
Sta. 94+50 to 98+00

BTM SMB 1964
 DLE 2-25
 HRP 11-66
 KRW 11-66
 VAW 11-66
 KRW 11-66

FED RD DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO		

12/28

LUC. 24-24.30

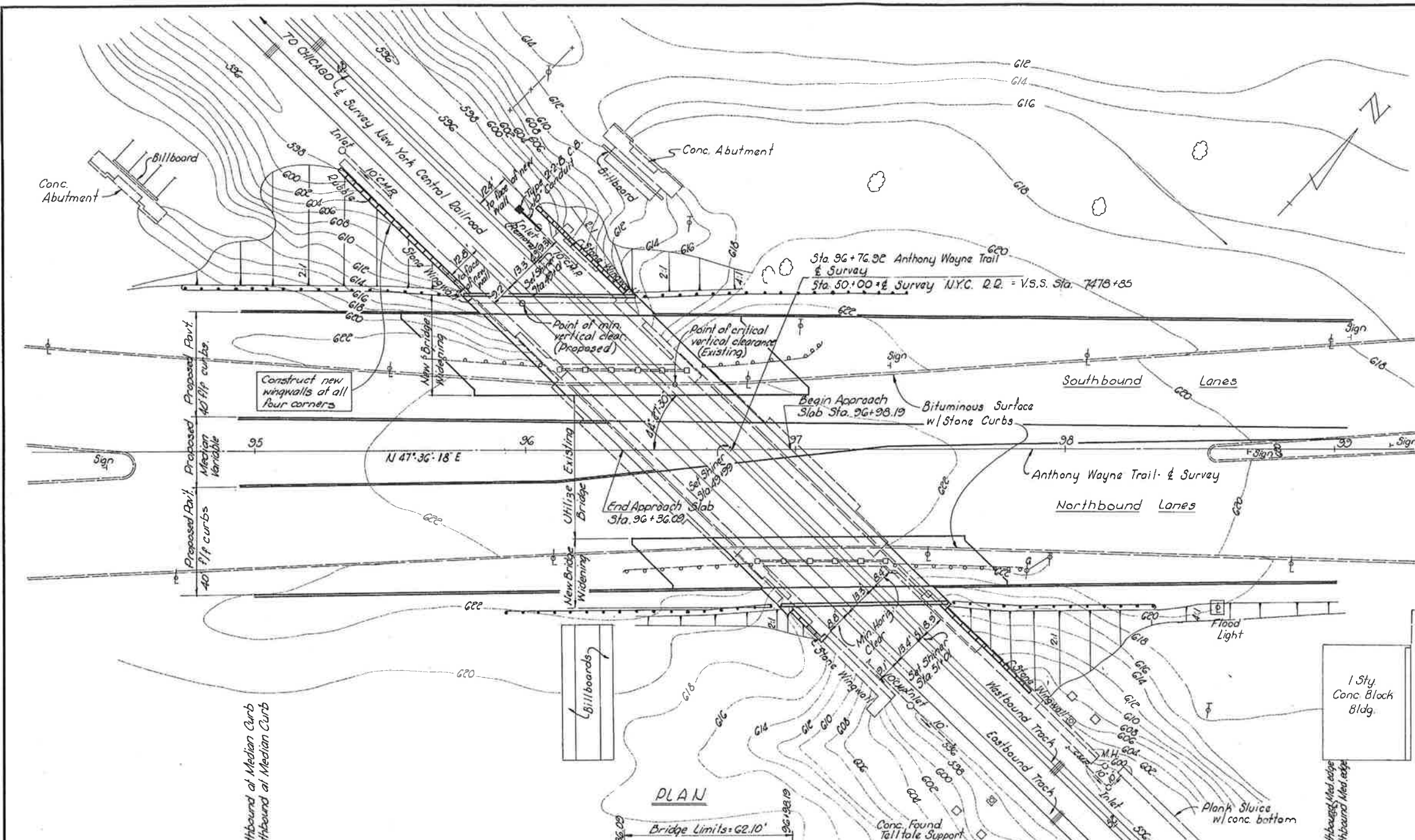


Totals This Sheet
 Excavation 323 Cu Yds.
 Embankment 200 Cu Yds.
 Seeding 837 Sq Yds.

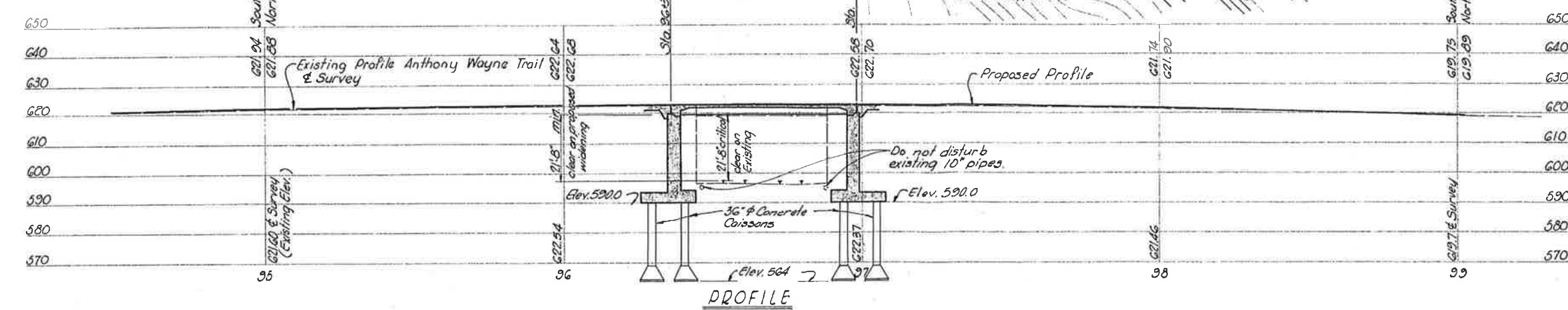
	Cu. Yds.	
	Cut	Fill
Add for Median Removal	16	0
Add for East Quad. of Intersection	16	0
Existing Inlet Sta. 99+76, 63' Rt (Remove)	11	9
Add for West Quad. of Intersection	9	0
Add for Median Removal Sta. 99+52: Ahead Back	0	10
Add for South Quad. of Intersection (Includes Approaches)	56	4
	16	9
Sta. 99+27.31: Ahead Back	20	10
Face of Bldg	35	13
	38	17
	40	16
	72	27
Sta. 98+55: Ahead Back	47	16
	38	16
	7	3
	38	16
	82	131
Sta. 98+00	51	126
Sta. 98+50 to 101+00		

REV
 1/26/66
 1/15/66
 1/12/66
 1/12/66
 1/12/66
 1/12/66

LUC. 24-24.30
TOLEDO



PLAN



PROFILE

EXISTING STRUCTURE LUC. 24-2441

Type: Steel beam with reinforced concrete deck, concrete and stone abutments.
 Spans: 48'-6" 2% Bearings
 Date Built: 1934
 Roadway: 60'-0" f/p curbs
 Live Load Capacity: 3-20
 Skew: 45° R.F.
 Deck: Reinforced Concrete
 Abutments: Concrete and stone.

BENCH MARKS

BM#2 - Top of N.E. Corner of old South Concrete Abutment
 88' Lt. of Sta. 94+68 & Survey Anthony Wayne Trail
 Elev. 618.68
 BM#4 - Top of West Anchor Bolt of S.W. Conc. Base of Overhead Sign
 2.5' Rt. of Sta. 102+20.5 & Survey Anthony Wayne Trail
 Elev. 616.68

PROPOSED STRUCTURE (WIDENING)

Type: Steel beam with reinforced concrete deck, reinforced concrete abutments on caissons.
 Spans: { 57'-8" West Beams } 2% Bearings
 { 57'-8" East Beams }
 Roadway: Varies

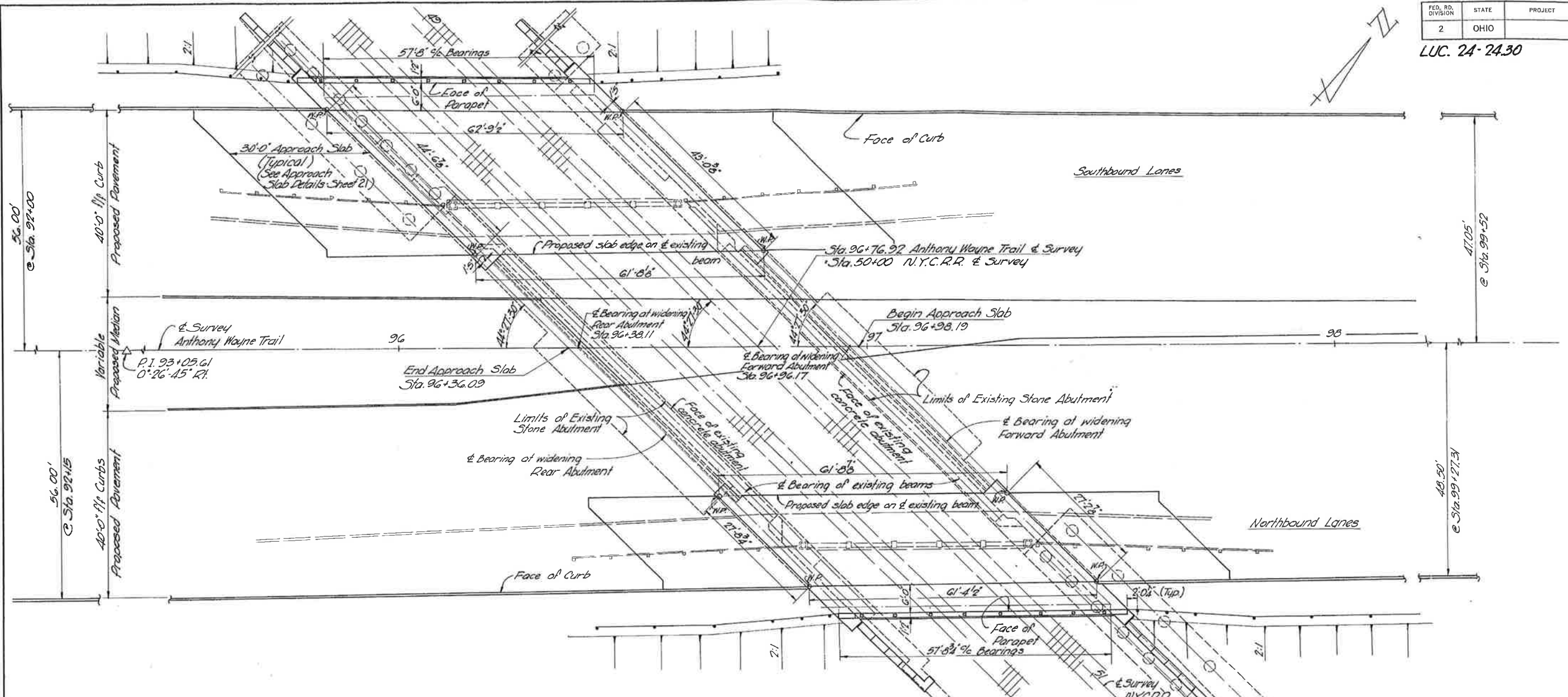
Load Frequency: CF-400(57)
 Skew: 45° 32'-30" R.F. at & Survey
 Wearing Surface: 2" Bituminous Conc.
 Approach Slabs: 45'-1'-54" (30'-0" Long) Special Alignment: Tangent.

SANZENBACHER, MILLER & BRIGHAM
 CONSULTING ENGINEERS
 TOLEDO, OHIO

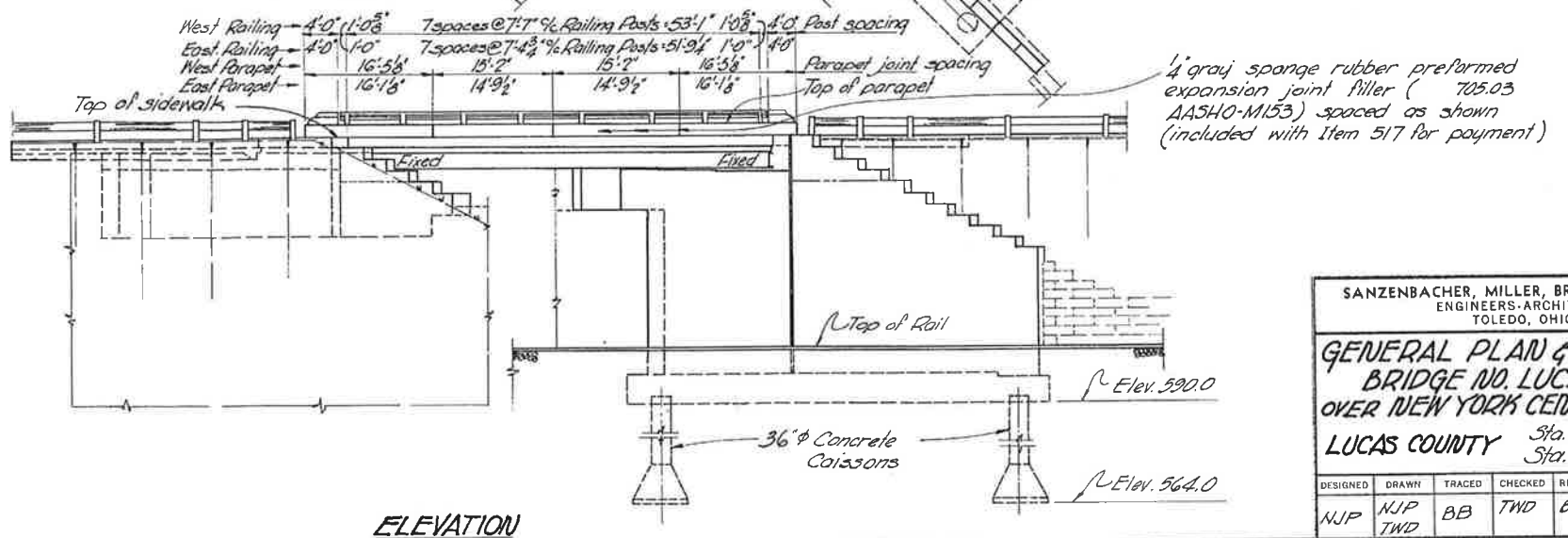
SITE PLAN
 BRIDGE NO. LUC. 24-2441
 OVER NEW YORK CENTRAL RAILROAD
 LUCAS COUNTY STA. 96+36.09
 SCALE 1"=20' to STA. 96+98.19

PRESENT TOPOGRAPHY		PROPOSED WORK	
SURVEYED	DRAWN	DESIGNED	DRAWN
SMB 1364	RUE	B.J.H. T.W.	T.W.
		CHECKED	REVIEWED
		T.W. 3/6	B.J.H. 8-67

LUC. 24-24.30



GENERAL PLAN



ELEVATION

SANZENBACHER, MILLER, BRIGHAM & SCOTT
ENGINEERS-ARCHITECTS
TOLEDO, OHIO

GENERAL PLAN & ELEVATION
BRIDGE NO. LUC. 24-24.1
OVER NEW YORK CENTRAL RAILROAD
LUCAS COUNTY Sta. 96+36.09 to Sta. 96+28.19

DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE	REVISED
NJP	NJP TWD	BB	TWD	BJH	8-67	

GENERAL NOTES

REFERENCE shall be made to Standard Drawings :-
 AS-1-54-Reinforced Concrete Approach Slabs, revised 8-10-65;
 BR-1-65-Bridge Railing Type 2 with concrete parapets Sheet
 No. 2 of 2, revised 11-24-65;

And to following Supplemental Specifications :-
 808 - "Water-reducing, set-retarding admixture," dated 1-13-67
 811 - "Examination of Welds Parts I and II," dated 1-1-67
 825 - "Concrete surface treatment" dated 1-1-67
 812 - "Shear Connectors", dated 1-1-67
 832 and 931 dated 5-25-67

DESIGN SPECIFICATIONS: This structure conforms to the requirements of "Design Specifications for Highway Structures" of the State of Ohio, Department of Highways, dated 9-1-57 together with current revisions thereof.

DESIGN DATA:

Design Loading - CF 400 (57)
 Concrete Class C - basic unit stress 1,333 p.s.i.
 Concrete Class E - basic unit stress 1,133 p.s.i.
 Structural Steel - ASTM A36 - basic unit stress 20,000 p.s.i.
 Reinforcing Steel - ASTM A15, A16, A160, Deformed, Intermediate or Hard Grade, Basic unit stress 20,000 p.s.i.
 Except spiral reinforcement may be plain, Structural Grade with basic unit stress of 18,000 p.s.i.

EXCAVATION LIMITS for structure is from existing ground to bottom of footing excluding removal of portions of existing structure.

UTILITY LINES: All expense involved in relocating the affected utility lines shall be borne by the owners. The Contractor and Owners are requested to cooperate by arranging their work in such a manner that inconvenience to either will be held to a minimum.

PAINTING of structural steel shall be in accordance with Supplemental Specifications 832.

FOUNDATION BEARING PRESSURE: Caisson bell footings are designed for maximum bearing pressure of 4.3 Tons per sq. ft.

DRILLED CAISSONS: This item shall consist of furnishing and installing shafts of the kind and size called for on the Plans and in the following Specifications. It shall be the Contractor's responsibility to furnish all labor, materials, test and appurtenances required to complete the work as specified. In no way will the Contractor's responsibility be affected if the estimated pay length of the shafts shown on the Plans is different from that used in the completed structure.

The Contractor shall locate the center of each shaft within a two-inch radius of the position shown on the plan. Shafts not located properly shall be re-installed at the Contractor's expense.

The top elevation of each shaft shall be as established by the contract drawings. Upon the completion of a shaft, the Engineer shall record its location, size, depth of penetration, method of installation and behavior during installation. During the installation of a shaft, no jacking to aid in the penetration of the shaft shall be permitted without the approval of the Director.

The shaft shall be installed plumb or at the specified batter and shall not deviate more than one-eighth of an inch per foot from the specified axis. If the shaft axis varies more than this the alignment of the shaft shall be corrected or if necessary, additional shafts shall be installed at no additional cost to the State. Where obstacles such as large boulders are encountered, they shall be removed. Blasting will not be permitted. If water is encountered the installation of any shaft or if the nature of the excavation is such that there is danger of foreign substances, earth, or other debris contaminating or falling into the concrete mix during the placing operations, then the Contractor shall use steel shells for the placing of the shaft concrete. These steel shells may be left in place, or withdrawn as the concrete is placed provided the concrete completely fills the excavated space to the top of the shafts. The concrete for the shafts is intended to be placed against the existing subsuits without the use of permanent forms, provided the following conditions are met: The earth excavation is clean, there is no excessive loss of concrete, and the diameter of the excavation is maintained at all times.

MAINTENANCE AND PROTECTION OF RAILROAD TRAFFIC:

A Construction clearance of 20'-0" Vertically above the top of the railroad rails and 8'-0" horizontally from the Center of tracks shall be maintained at all times. The Contractor shall safeguard the railroad traffic and tracks by providing platforms, nets or other suitable protection during the removal of portions of the existing structure and the construction of the proposed work.

SHEETING AND BRACING: Before construction is started, eight sets of prints showing details of the sheeting and bracing to be used for excavation adjacent to the railroad tracks shall be submitted to the Director for approval by the Department of Highways and by the Railroad Company.

ALIGNING RAILROAD TRACKS: After the Contractor has completed all excavation and backfill adjacent to the railroad tracks in compliance with Sec. 503.04 and 503.09 of the Construction and Material Specifications, subject to the Supervision of the Railroad Company, nothing in Sec. 503.04, 503.09, 108.04 of the Specifications shall be construed to hold the Contractor liable for aligning and resurfacing the railroad tracks.

The Contractor shall not disturb existing wood grillage under stone walls which are to remain. Adequate shoring shall be provided where new footings are lower than the wood grillage.

See Project General Notes for note concerning pedestrian and vehicle traffic safety and maintenance.

Drilled Caissons (cont) If an artesian water condition is encountered during the installation of any shaft, the Contractor shall be responsible for any special procedures necessary to accomplish the installation, to the satisfaction of the Director.

If two shafts are spaced relatively close together, one of the holes shall be drilled, poured, and the concrete permitted to set prior to drilling the other hole.

Depth of Drilled Shafts. Each shaft shall penetrate to the elevation shown on the plans. This depth shall be confirmed by the Engineer after inspection of each hole.


Examination of Drilled Shafts. Before the placing of the shaft concrete, the shaft excavation shall be clean and free from all foreign matter. In all cases, the excavation shall be inspected and approved by the Engineer. Upon his approval, the reinforcement may then be installed and the concrete placed. There shall be no water in the hole when the concrete is placed, except under certain conditions when artesian water is encountered.

Materials. Concrete for all shafts shall be Class "C" concrete and shall be controlled and placed according to the requirements of Item 511 for structures over 20 feet. Reinforcing steel shall meet the requirements of Item M-709.01 and the vertical bars shall be deformed. Metal shells shall be water-tight and shall be of sufficient strength to withstand the earth pressures during the installation procedures.

Method of Measurement. The length of each shaft to be paid for shall be the completed and accepted length, measured along the axis of the shaft from the bottom of the drilled hole to the elevation of the top of the shaft.

Basis of Payment. The quantity of drilled shafts measured as described above, shall be paid for at the contract unit price per linear foot bid under "Special Items - Drilled Caissons, as per plan," complete in place. This unit price and payment thereof shall constitute full compensation for furnishing all materials, except reinforcing steel, for all labor, the use of tools and equipment, and all incidentals necessary to complete this item.

Reinforcing Steel. The reinforcing steel shall not be included in the unit price bid per linear foot of shafts, but shall be paid for under Item 509.

WELDS on secondary stress carrying members are shown thus: 

WELDED ATTACHMENTS: No attachments shall be made by welding to the top flanges of the beams (girders) within a distance of 0.10 of the span length on either side of the interior supports. Welding for attachments to the top flanges at other parts of the spans shall be kept at least 2" from edge of flange.

FED. RD. DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO		

15
28

LUC. 24-24.30

ESTIMATED QUANTITIES BRIDGE NO. LUC. 24-2441

ITEM	TOTAL	UNIT	DESCRIPTION	ABUTMENT EXTENSIONS				SUPERSTRUCTURE EXTENSIONS		GENERAL
				LEFT REAR SOUTH WEST	RIGHT REAR SOUTH EAST	LEFT FORWARD NORTH WEST	RIGHT FORWARD NORTH EAST	LEFT	RIGHT	
202		Lump Sum	Portions of existing structure removed							Lump Sum
503		Lump Sum	Cofferdams, cribs and sheeting							Lump Sum
503	1,904	Cu. Yds.	Unclassified excavation	923	0	364	617			
504	2,445	Sq. Ft.	Sheet piling left in place (Minimum section modulus - of 22.0 in ³ per foot of wall)	1205	0	500	740			
509	155,437	Pounds	Reinforcing steel	49,908	2,401	20,121	32,919	25,036	18,785	6,267
510	586	Lin. Ft.	Dowel holes	64	214	228	80			
511	30	Cu. Yds.	Class C concrete, median on existing bridge deck							30
511	183	Cu. Yds.	Class C concrete, superstructure					105	78	
511	372	Cu. Yds.	Class E concrete, abutment footings	183	0	76	113			
511	554	Cu. Yds.	Class E concrete, abutments above footings	227	56	112	159			
512	52	Sq. Yds.	Type B waterproofing	19	3	11	19			
512	345	Sq. Yds.	Type C waterproofing					212	133	
512	203	Lin. Ft.	Premolded sealing strip	59	43	59	42			
513	130,000	Pounds	Structural steel					80,000	50,000	
832	130,000	Pounds	Field painting of structural steel					80,000	50,000	
516	260	Sq. Ft.	1" Preformed expansion joint filler, AASHO M-153	100	30	40	90			
516	20	Sq. Ft.	3/4" Preformed expansion joint filler, AASHO M-153	6	4	4	6			
516	186	Sq. Ft.	1/4" Preformed expansion joint filler, AASHO M-153	50	36	64	36			
517	125	Lin. Ft.	Bridge railing, type 2							125.0
518	384	Cu. Yds.	Porous backfill	137	66	88	93			
808	213	Units	Water-reducing, set-retarding admixture					105	78	30
825	236	Sq. Yds.	Concrete surface treatment					68	67	101
812	90	Each	Shear connector							90
Special	1,110	Lin. Ft.	Drilled caissons as per plan	540	0	220	350			
404	22	Cu. Yds.	Asphalt concrete (70-85)					13	9	
403	12	Cu. Yds.	Asphalt concrete (70-85)					7	5	
407	22	Gallons	Tack coat: 702.04 MS-2 or RS-1; or 702.02 RC-70 or RC-250; applied at the rate of 0.10 gal. per sq. yd.					6	16	

Estimated Quantities Checked: TWD, 8-22-67

SANZENBACHER, MILLER, BRIGHAM & SCOTT
 ENGINEERS-ARCHITECTS
 TOLEDO, OHIO

ESTIMATED QUANTITIES AND GENERAL NOTES
 BRIDGE NO. LUC. 24-2441
 OVER NEW YORK CENTRAL RAILROAD
 STA. 96+36.09 TO
 LUCAS COUNTY; STA. 96+98.19

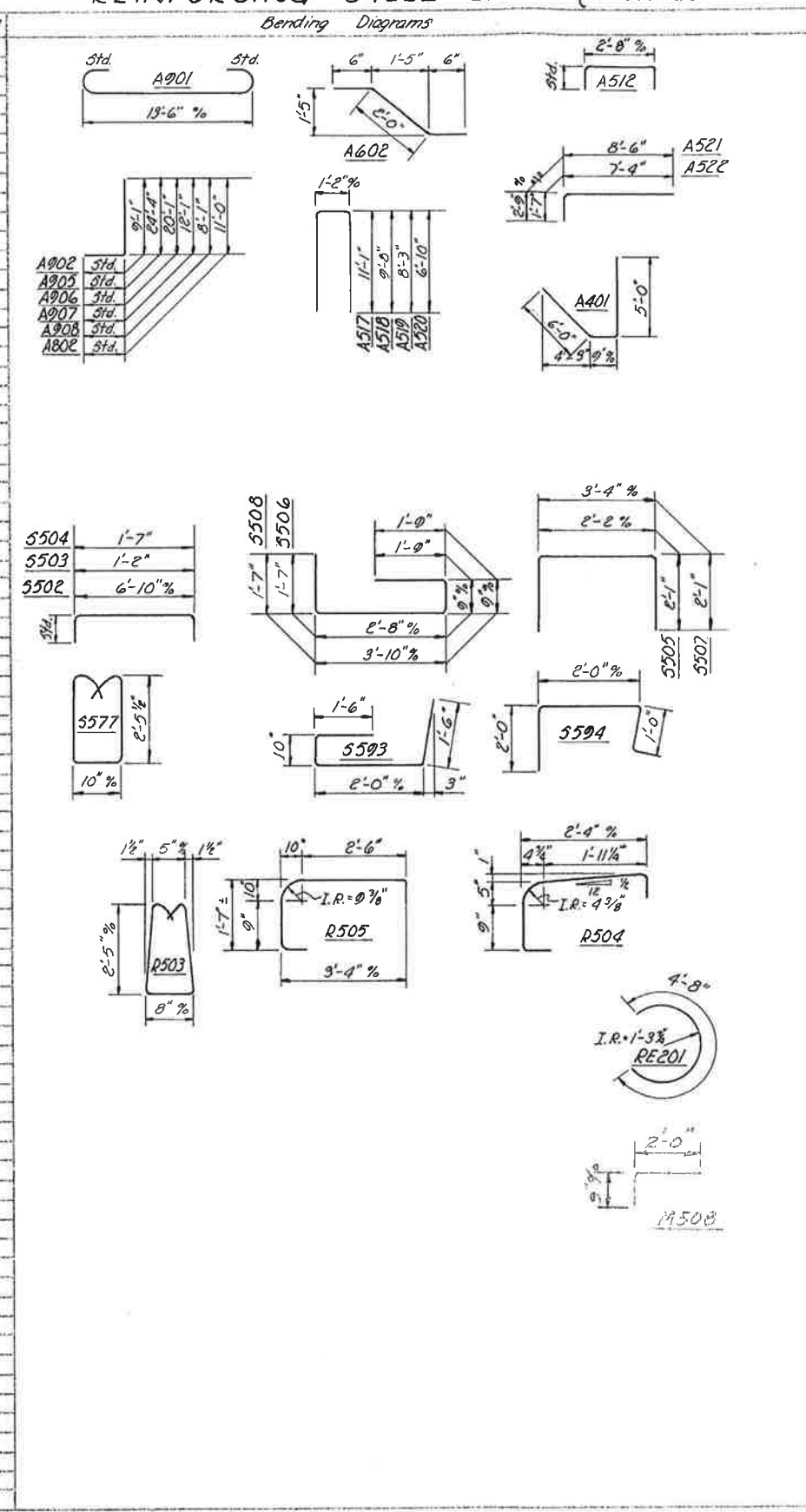
DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE	REVISED
HDP	HDP	D.M.B.	T.W.D.	B.J.H.	8-67	5-3-68
NJP			8-67			

Revised 2-26-68

REINFORCING STEEL LIST (BRIDGE NO. LUC. 24-2441)

LUC. 24-24.30

Mark	No.	Length	Weight	Shape
Abutments				
A901	348	16'-0"	189.30	B
A902	239	10'-1"	8,022	B
A903	58	8'-10"	1,742	S
A904	59	22'-7"	4,530	S
A905	55	25'-4"	4,738	B
A906	82	21'-1"	5,878	B
A907	113	13'-1"	5,027	B
A908	96	9'-1"	2,965	B
A801	176	13'-6"	6,344	S
A802	172	11'-11"	5,473	B
A701	48	21'-8"	2,126	S
A702	48	31'-9"	3,115	S
A703	26	25'-9"	1,315	S
A704	43	25'-0"	2,197	S
A705	72	34'-9"	5,114	S
A601	310	4'-0"	1,862	S
A601	164	16'-0"	3,942	S
C602	328	15'-0"	7,390	S
A602	254	3'-0"	1,143	B
A501	22	6'-1"	139	S
A502	10	25'-8"	268	S
A503	38	30'-0"	1,189	S
A504	34	7'-6"	266	S
A505	32	8'-6"	284	S
A506	26	25'-11"	703	S
A507	8	17'-3"	144	S
A508	23	5'-6"	131	S
A509	5	9'-5"	49	S
A510	4	23'-11"	100	S
A511	6	16'-6"	103	S
A512	227	3'-8"	869	B
A513	3	22'-5"	70	S
A514	1	15'-0"	16	S
A515	11	7'-8"	88	S
A516	8	3'-8"	31	S
A517	1	23'-1"	24	B
A518	1	20'-3"	21	B
A519	2	17'-5"	36	B
A520	1	14'-7"	15	B
A521	1	11'-1"	12	B
A522	1	8'-9"	9	B
A523	28	8'-3"	241	S
A524	25	9'-3"	241	S
A525	58	20'-0"	1,209	S
A526	26	24'-5"	662	S
A527	6	35'-8"	223	S
A528	28	5'-4"	157	S
A529	4	19'-6"	81	S
A530	4	11'-0"	46	S
A531	4	8'-2"	34	S
A532	2	2'-6"	5	S
A533	6	27'-11"	175	S
A534	10	13'-9"	144	S
A535	4	6'-8"	28	S
A536	3	8'-1"	25	S
A537	6	3'-10"	24	S
A538	1	6'-9"	7	S
A539	11	9'-6"	109	S
A540	2	2'-10"	6	S
A541	4	4'-3"	18	S
A542	7	5'-9"	42	S
A543	2	7'-1"	14	S
A544	1	14'-0"	15	S
A545	8	18'-0"	150	S
A546	1	17'-6"	18	S
A547	4	3'-0"	12	S
A548	6	4'-5"	28	S
A549	6	7'-3"	46	S
A550	6	8'-8"	54	S
A551	3	10'-1"	32	S
A552	6	11'-6"	72	S



Mark	No.	Length	Weight	Shape
5640	92	16'-0"	2211	S
5641	7	15'-6"	23	S
5642	2	15'-0"	45	S
5643	2	14'-6"	44	S
5644	2	14'-0"	42	S
5645	2	13'-6"	41	S
5646	2	13'-0"	39	S
5647	2	12'-6"	38	S
5648	4	12'-0"	72	S
5649	4	11'-6"	69	S
5650	4	11'-0"	66	S
5651	4	10'-6"	63	S
5652	4	10'-0"	60	S
5653	4	9'-6"	57	S
5654	4	9'-0"	54	S
5655	4	8'-6"	51	S
5656	4	8'-0"	48	S
5657	4	7'-6"	45	S
5658	4	7'-0"	42	S
5659	6	6'-6"	59	S
5660	4	6'-0"	36	S
5661	10	5'-6"	83	S
5662	3	5'-0"	23	S
5663	3	4'-6"	20	S
5664	8	4'-0"	48	S
5665	2	3'-6"	11	S
5666	1	3'-0"	5	S
5667	1	2'-6"	4	S
5668	99	12'-6"	1,859	S
5501	84	20'-0"	1,752	S
5502	74	7'-10"	604	B
5503	98	2'-2"	247	B
5504	74	2'-7"	199	B
5505	130	6'-1"	825	B
5506	130	6'-6"	881	B
5507	19	7'-3"	98	B
5508	13	7'-8"	104	B
5509	195	30'-0"	6,101	S
5510	195	34'-2"	6,948	S
5511	87	19'-3"	1,747	S
5512	1	19'-6"	20	S
5513	3	19'-0"	59	S
5514	4	18'-6"	77	S
5515	4	18'-0"	75	S
5516	4	17'-6"	73	S
5517	4	17'-0"	71	S
5518	4	16'-6"	69	S
5519	4	16'-0"	67	S
5520	4	15'-6"	65	S
5521	4	15'-0"	63	S
5522	4	14'-6"	60	S
5523	4	14'-0"	58	S
5524	4	13'-6"	56	S
5525	4	13'-0"	54	S
5526	4	12'-6"	52	S
5527	3	12'-0"	50	S
5528	4	11'-6"	48	S
5529	4	11'-0"	46	S
5530	4	10'-6"	44	S
5531	4	10'-0"	42	S
5532	4	9'-6"	40	S
5533	4	9'-0"	38	S
5534	4	8'-6"	35	S
5535	4	8'-0"	33	S
5536	4	7'-6"	31	S
5537	4	7'-0"	29	S
5538	13	6'-6"	88	S
5539	3	6'-0"	19	S
5540	9	5'-6"	52	S
5541	2	5'-0"	10	S
5542	2	4'-6"	9	S
5543	2	4'-0"	8	S
5544	2	3'-6"	7	S
5545	2	3'-0"	6	S
5546	2	2'-6"	5	S
5547	1	1'-6"	4	S
5548	1	1'-0"	3	S
5549	1	0'-6"	2	S
5550	1	0'-0"	1	S
5551	1	0'-0"	1	S
5552	1	0'-0"	1	S
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5566	1	0'-0"	1	S
5567	1	0'-0"	1	S
5568	1	0'-0"	1	S
5569	1	0'-0"	1	S
5570	1	0'-0"	1	S
5571	1	0'-0"	1	S
5572	1	0'-0"	1	S
5573	1	0'-0"	1	S
5574	1	0'-0"	1	S
5575	1	0'-0"	1	S
5576	98	13'-0"	1,329	S
5577	96	6'-7"	660	B

BAR SIZE: is indicated in the bar mark. The first digit where three digits are used, and first two digits where four are used, indicate the bar size number. For example, an A901 is a No. 9 size bar and an A1001 is a No. 10 size bar.

SPIRAL REINFORCING BARS:
The Length shown in the steel list for the spiral bars is shown in Caisson Detail. The No. of Turns shown is the Length divided by the pitch, plus 3 turns (total number of closed coils), expressed as the nearest whole number. Spiral reinforcing bars shall not have deformations but shall in other respects conform to Item 509. 1/2 closed coils shall be provided at the ends of each spiral unit.

Spiral Reinforcing List

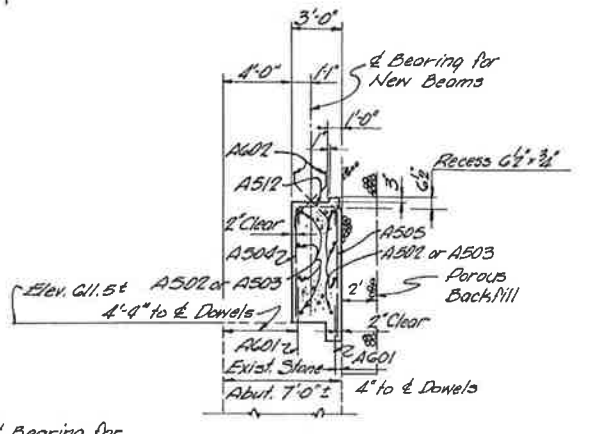
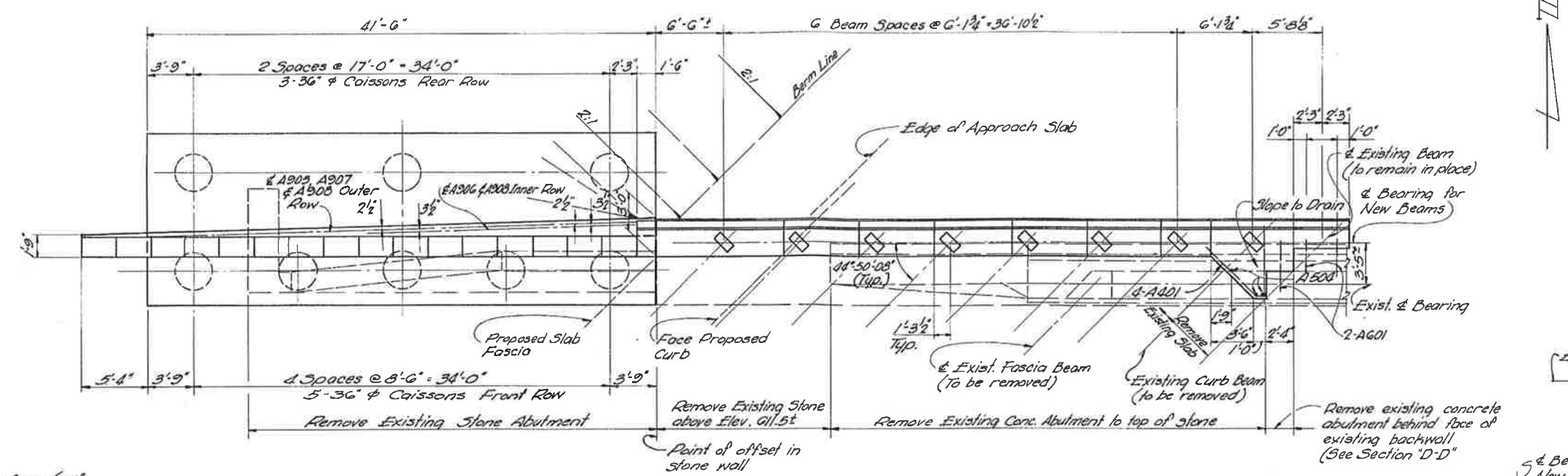
Mark	No.	Length	Core Dia. % Spiral	Pitch	No. of Turns	Weight
SP201	41	26'-0"	2'-8"	6"	55	3,136

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TOLEDO, OHIO

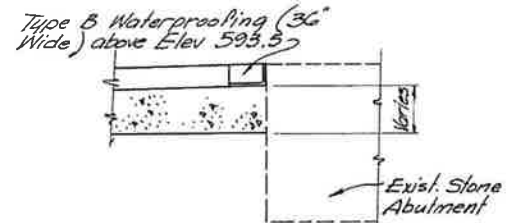
REINFORCING STEEL
BRIDGE NO. LUC. 24-2441
OVER NEW YORK CENTRAL RAILROAD
LUCAS COUNTY STA. 26+36.09
STA. 26+98.19

DESIGNED	DRAWN	TRACED	CHECKED	REVISIONS	DATE	REVISED
HDP	HP	DMB	TWD	BJH	8-67</	

LUC. 24-24.30

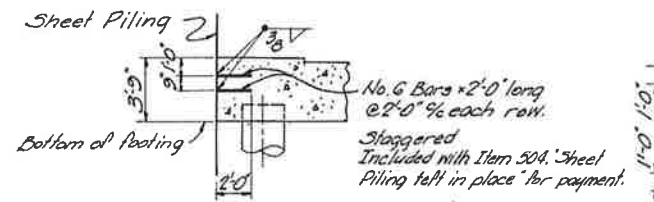


SECTION B-B

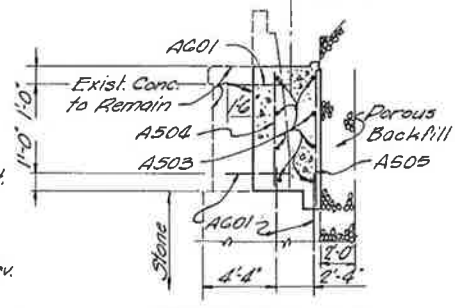


SECTION CC

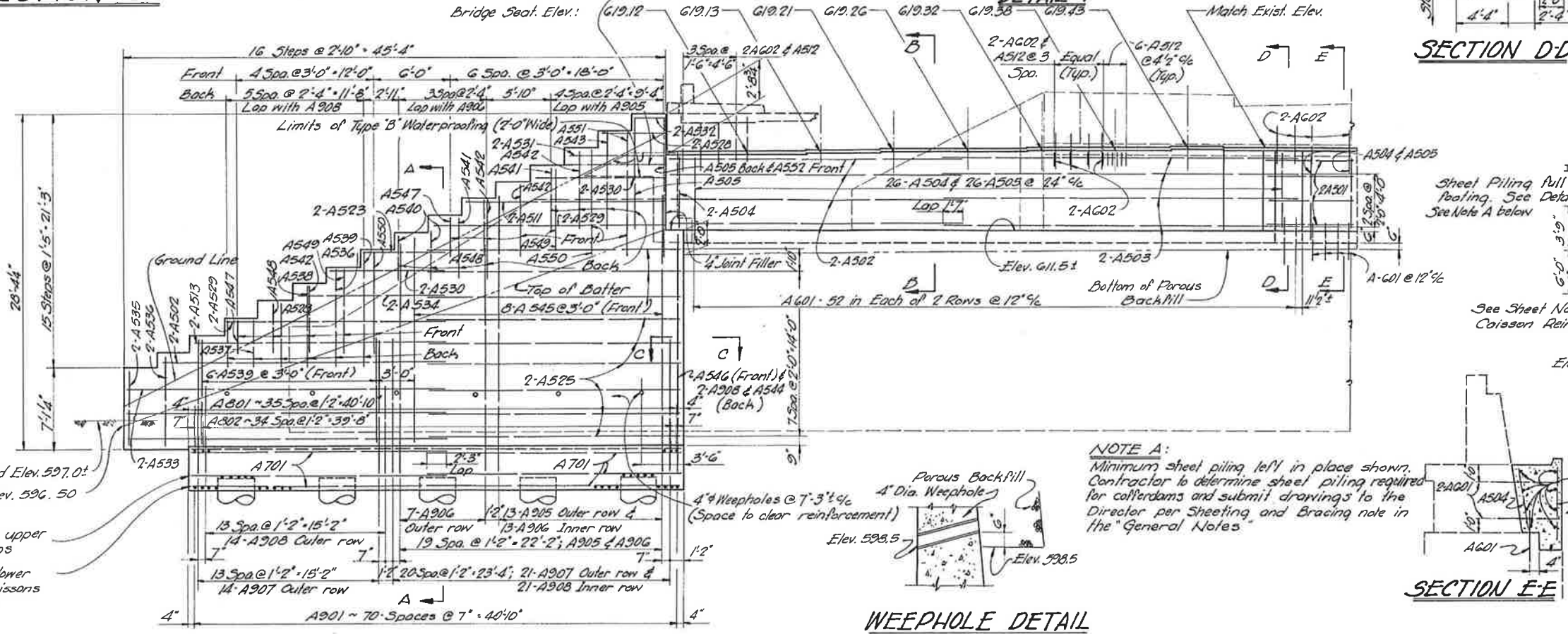
Place all concrete above horizontal construction joint after superstructure concrete is in place



SHEET PILING CONNECTION TO FOOTING DETAIL F

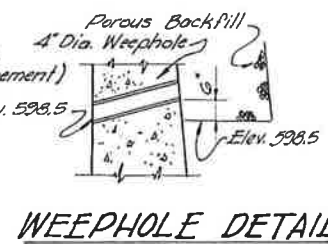


SECTION D-D



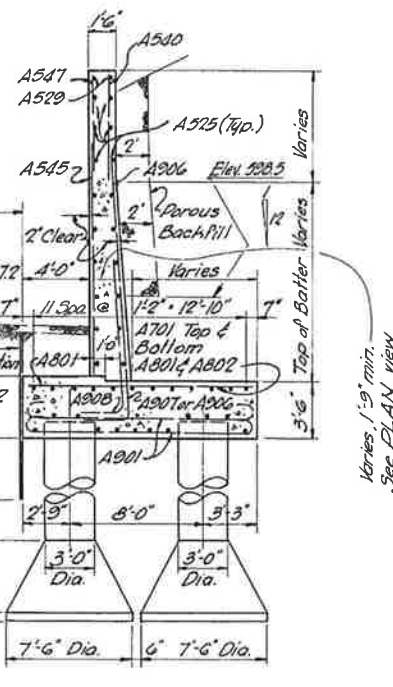
Existing Ground Elev. 597.0' Elev. 596.50

A901 & A701 in upper row at Caissons
A901 & A701 in lower row between Caissons



WEEPHOLE DETAIL

NOTE A:
Minimum sheet piling left in place shown. Contractor to determine sheet piling required for cofferdams and submit drawings to the Director per Sheeting and Bracing note in the "General Notes"



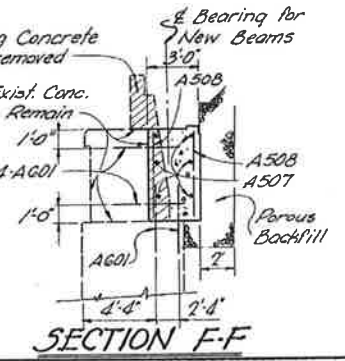
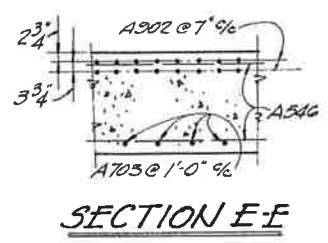
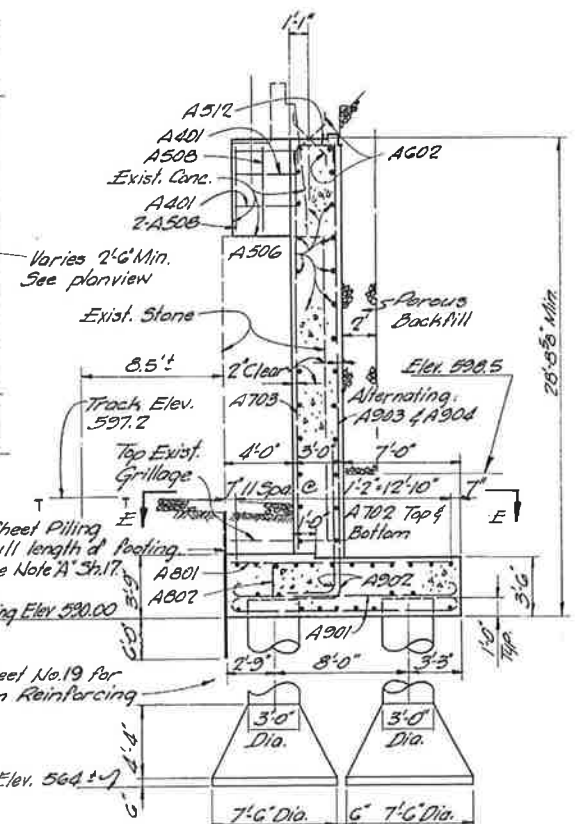
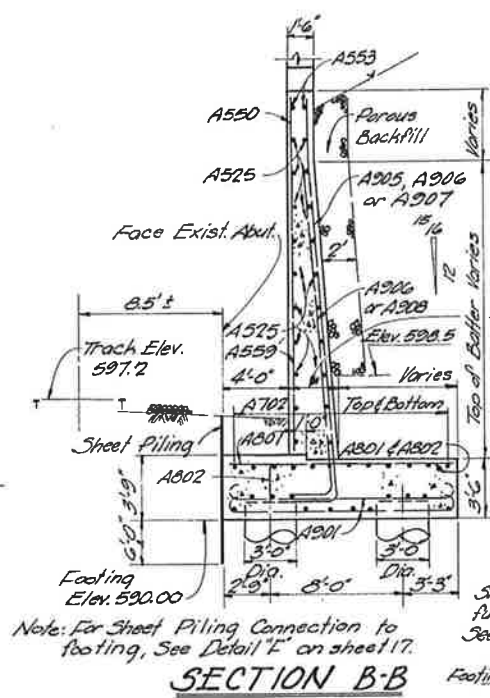
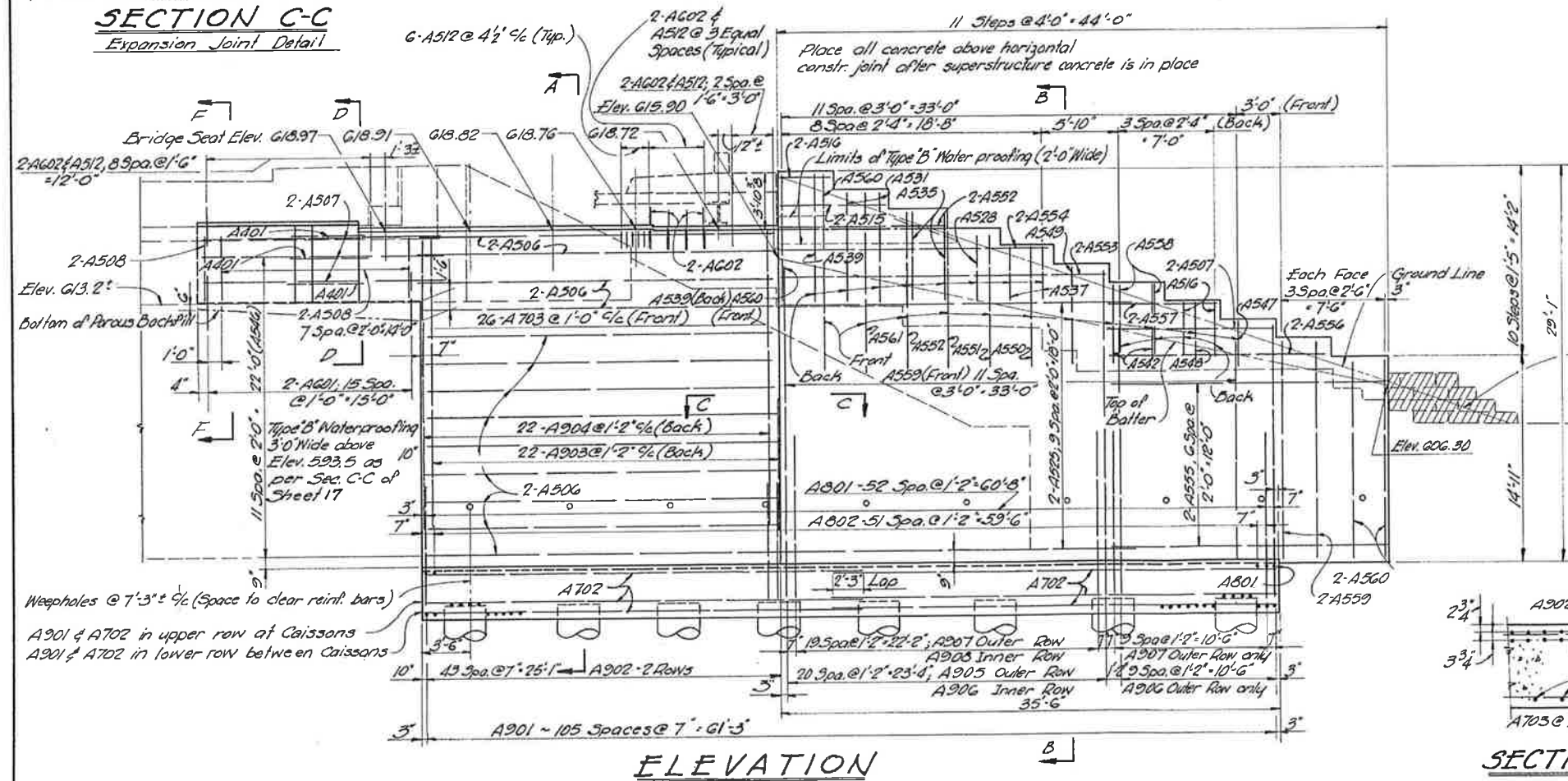
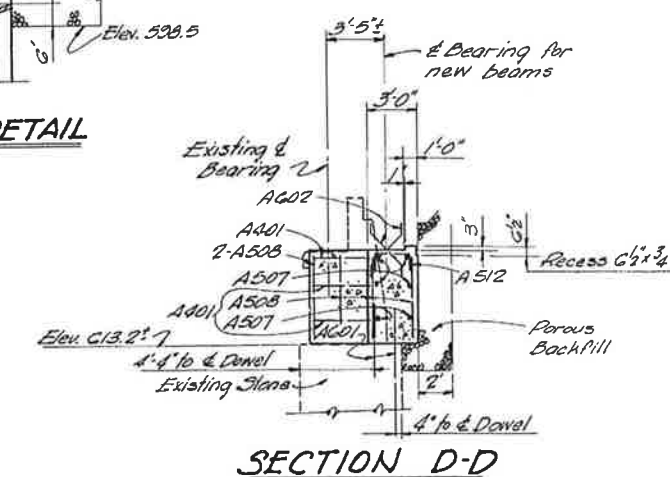
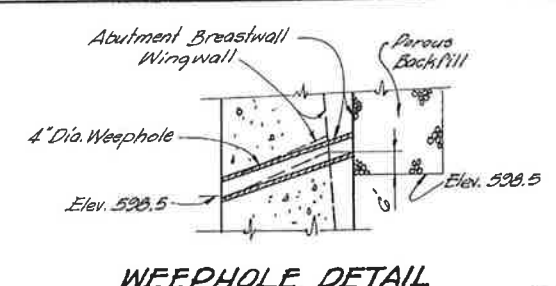
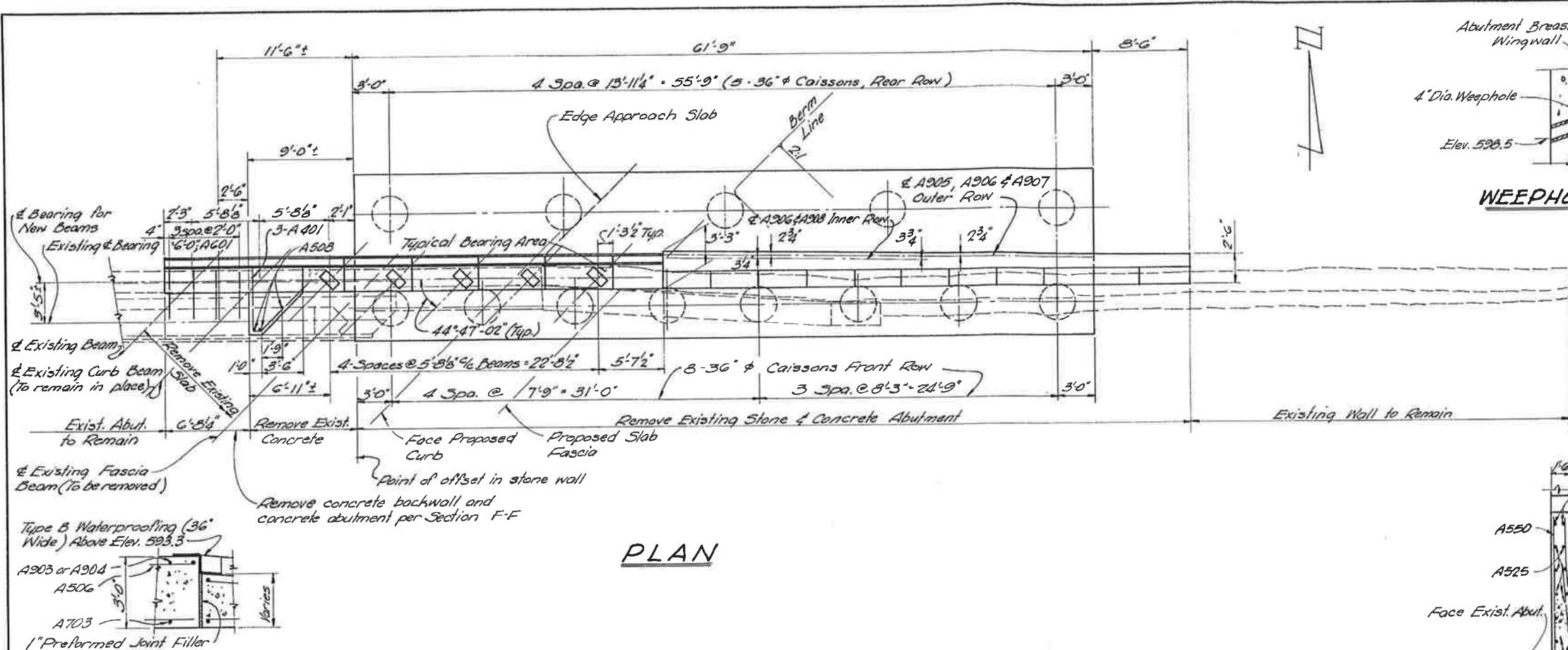
SECTION A-A

SANZENBACHER, MILLER, BRIGHAM & SCOTT
ENGINEERS-ARCHITECTS
TOLEDO, OHIO

NORTHWEST ABUTMENT EXTENSION
BRIDGE NO. LUC 24-2441
OVER NEW YORK CENTRAL RAILROAD
LUCAS COUNTY STA. 96+36.09
to STA. 96+28.19

DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE	REVISED
D.C.C.	D.C.C.	BB	TWD	BJH	8-67	

LUC. 24-24.30



Note: For Sheet Piling Connection to Footing, See Detail F on sheet 17.

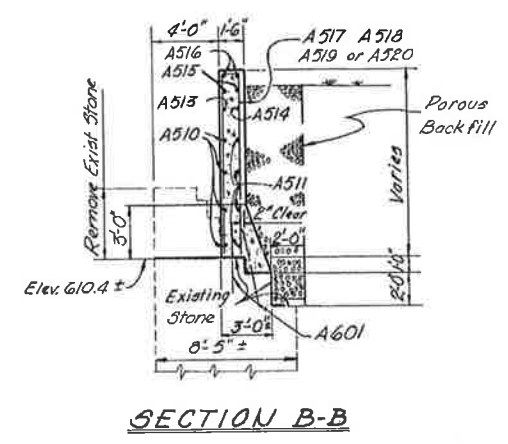
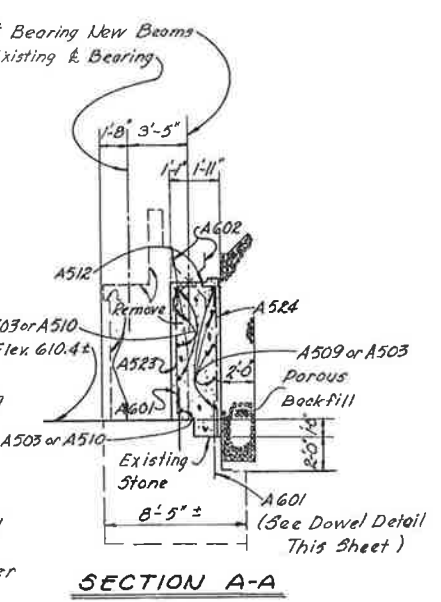
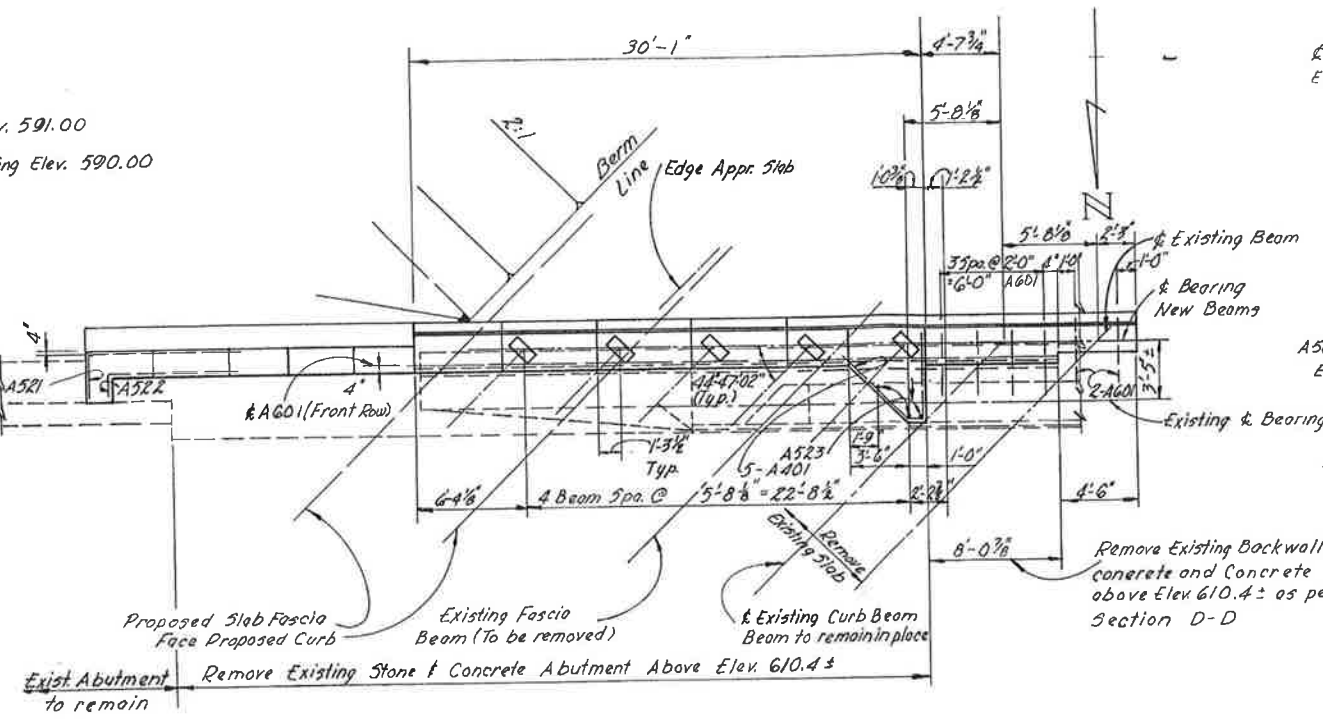
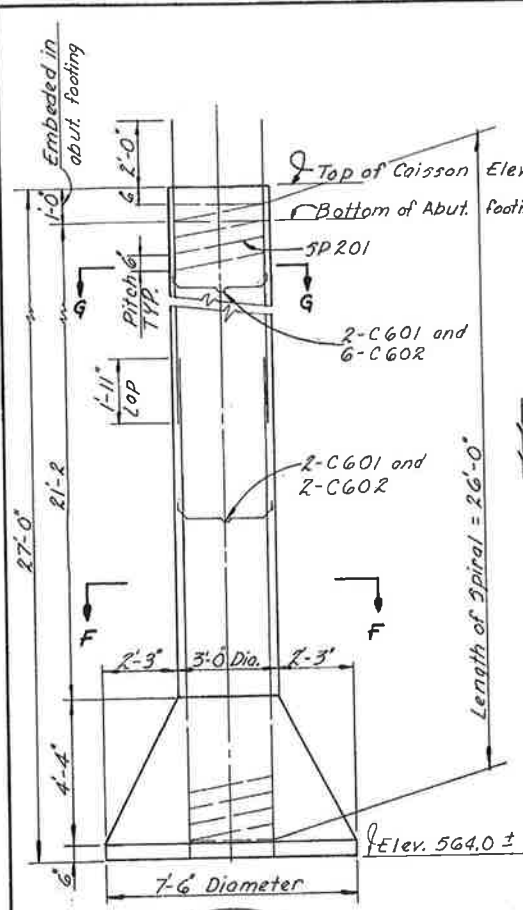
Use old stone masonry to fill here if necessary. (Included for payment in Item 503 Excavation for Structures*) See Sheet No. 19 for Caisson Reinforcing

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TOLEDO, OHIO

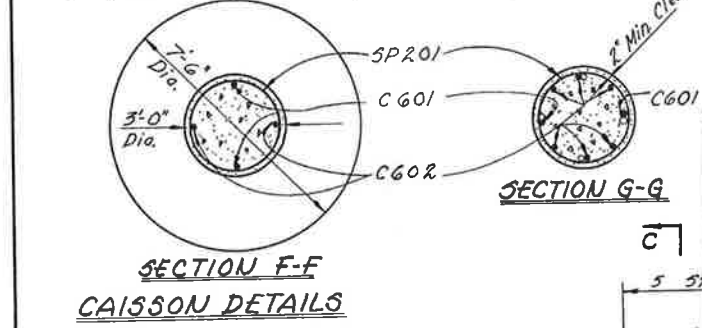
NORTHEAST ABUTMENT EXTENSION
BRIDGE NO. LUC. 24-2441
OVER NEW YORK CENTRAL RAILROAD
LUCAS COUNTY
STA. 96+36.09
to STA. 96+98.19

DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE	REVISED
D.C.C.	P.C.C.	B.B.	T.W.D.	B.J.H.	8-67	

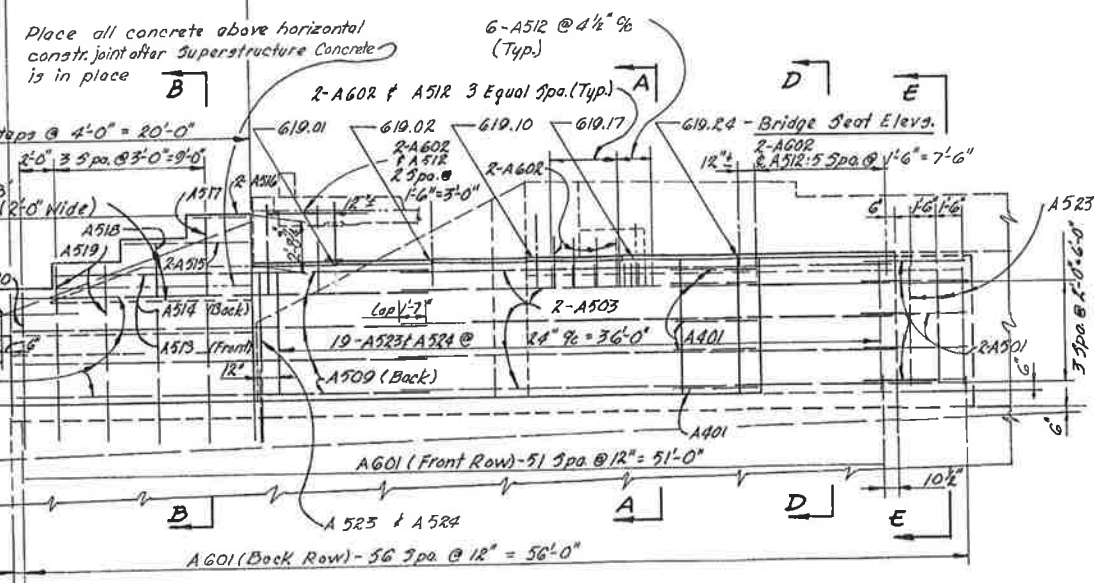
LUC. 24-24.30



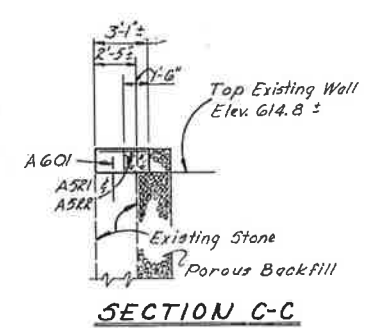
PLAN



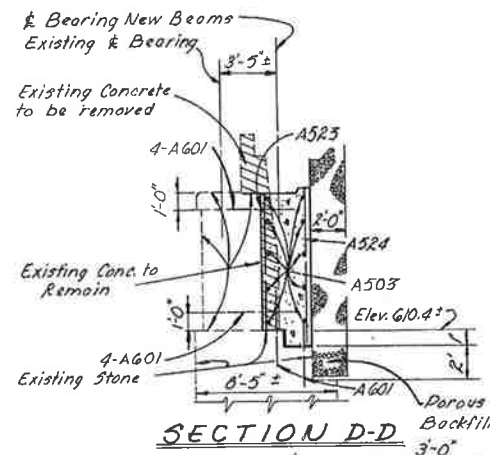
SECTION F-F
CAISSON DETAILS



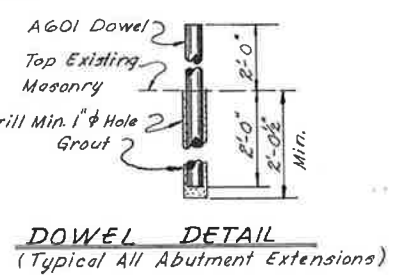
ELEVATION



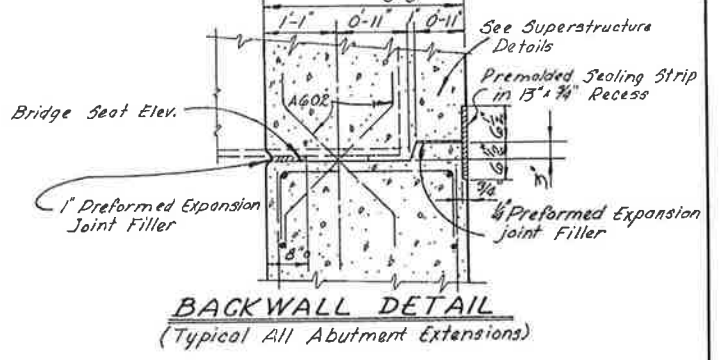
SECTION C-C



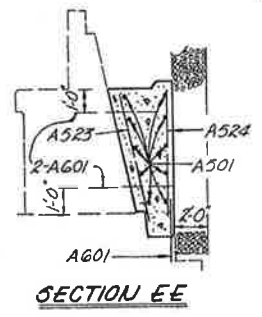
SECTION D-D



DOWEL DETAIL
(Typical All Abutment Extensions)



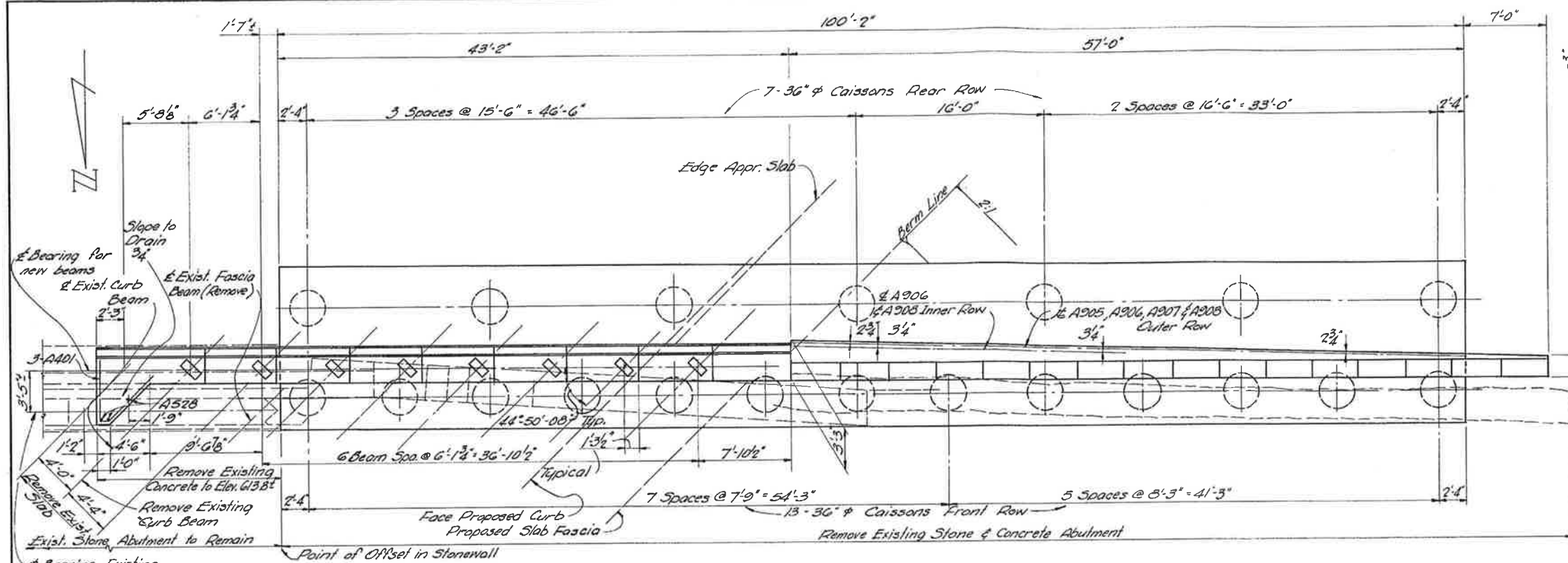
BACKWALL DETAIL
(Typical All Abutment Extensions)



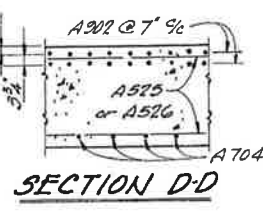
SECTION E-E

SANZENBACHER, MILLER, BRIGHAM & SCOTT ENGINEERS-ARCHITECTS TOLEDO, OHIO					
SOUTHEAST ABUTMENT EXTENSION, CAISSON, DOWEL & BACKWALL DETAILS BRIDGE NO. LUC. 24-2441 OVER NEW YORK CENTRAL RAILROAD LUCAS COUNTY STA. 96 + 36.09 to STA. 96 + 98.19					
DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE
D.C.C.	D.C.C.	D.H.B.	T.W.D.	B.J.H.	8-67

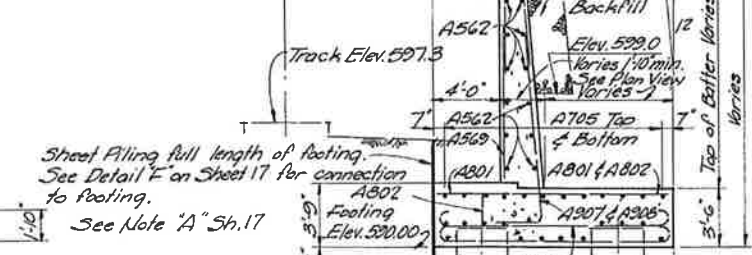
LUC. 24-24.30



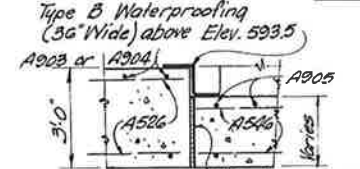
PLAN



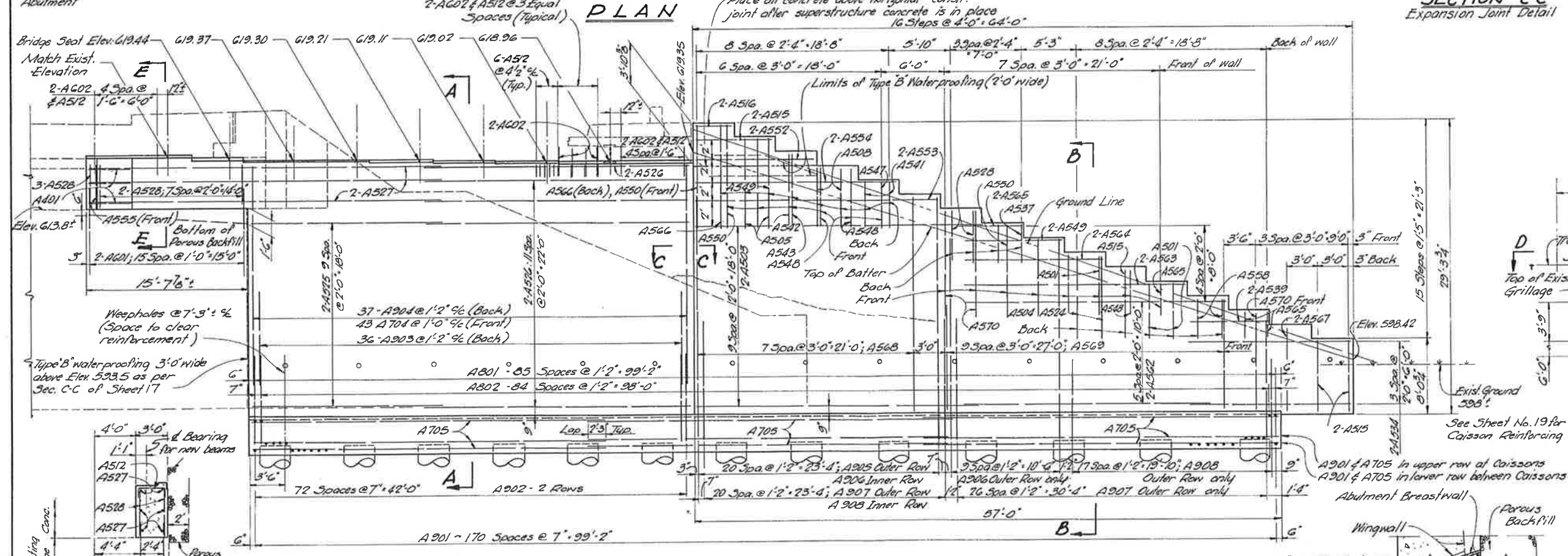
SECTION D-D



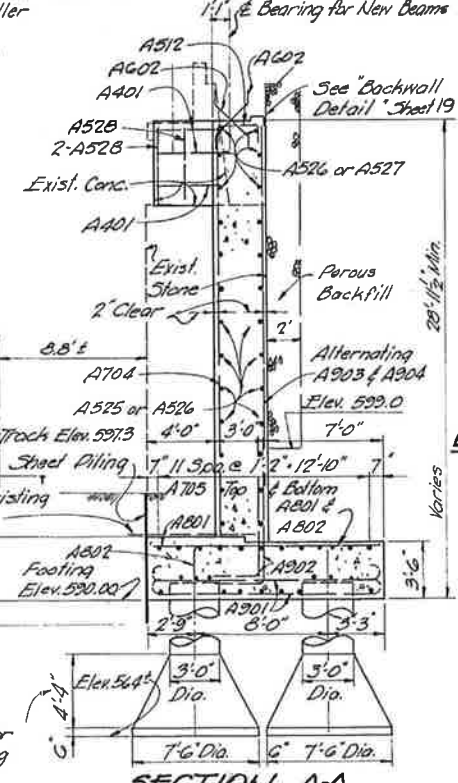
SECTION B-B



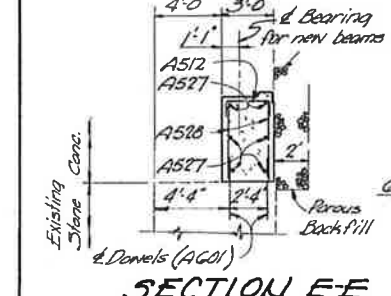
**SECTION C-C
Expansion Joint Detail**



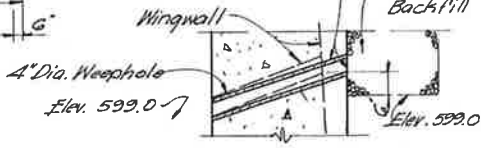
ELEVATION



SECTION A-A



SECTION E-E



WEEPHOLE DETAIL

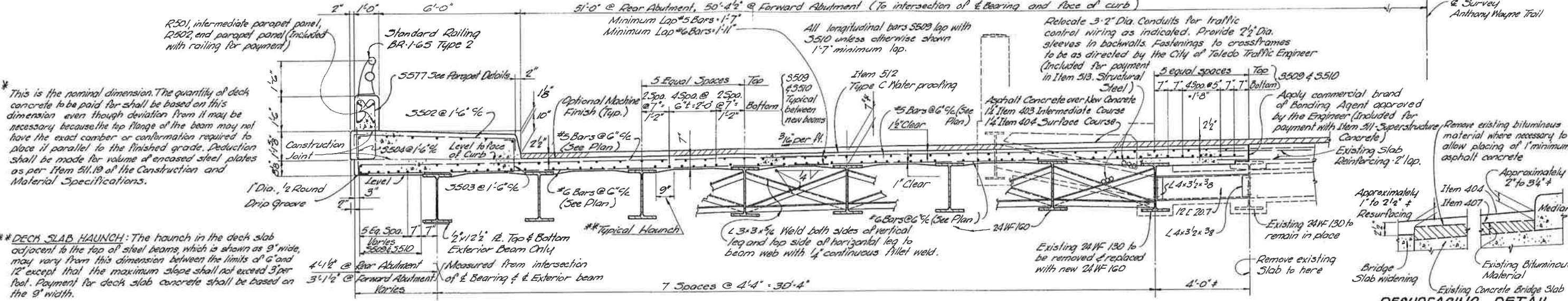
SANZENBACHER, MILLER, BRIGHAM & SCOTT
ENGINEERS-ARCHITECTS
TOLEDO, OHIO

**SOUTHWEST ABUTMENT EXTENSION
BRIDGE NO. LUC. 24-24.01
OVER NEW YORK CENTRAL RAILROAD
LUCAS COUNTY**
STA. 26+36.00 to STA. 26+98.19

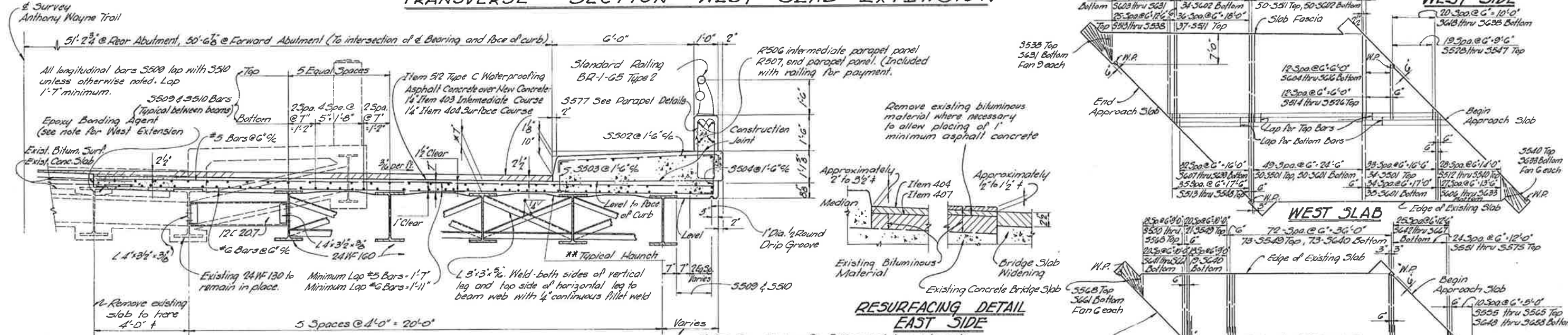
DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE	REVISED
D.C.C.	D.C.C.	BB	TWD	B.J.H	8-67	

LUC. 24-24.30

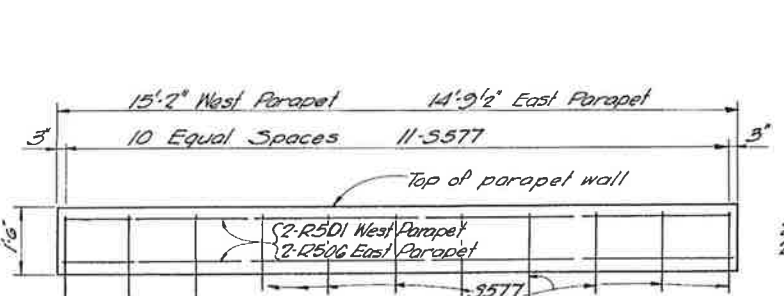
† Contractor to verify dimensions in field.



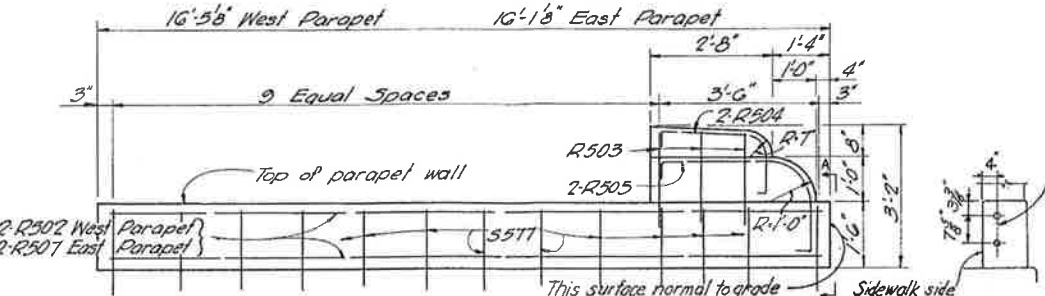
TRANSVERSE SECTION WEST SLAB EXTENSION



TRANSVERSE SECTION EAST SLAB EXTENSION



INTERMEDIATE PARAPET WALL DETAILS



END PARAPET WALL DETAILS

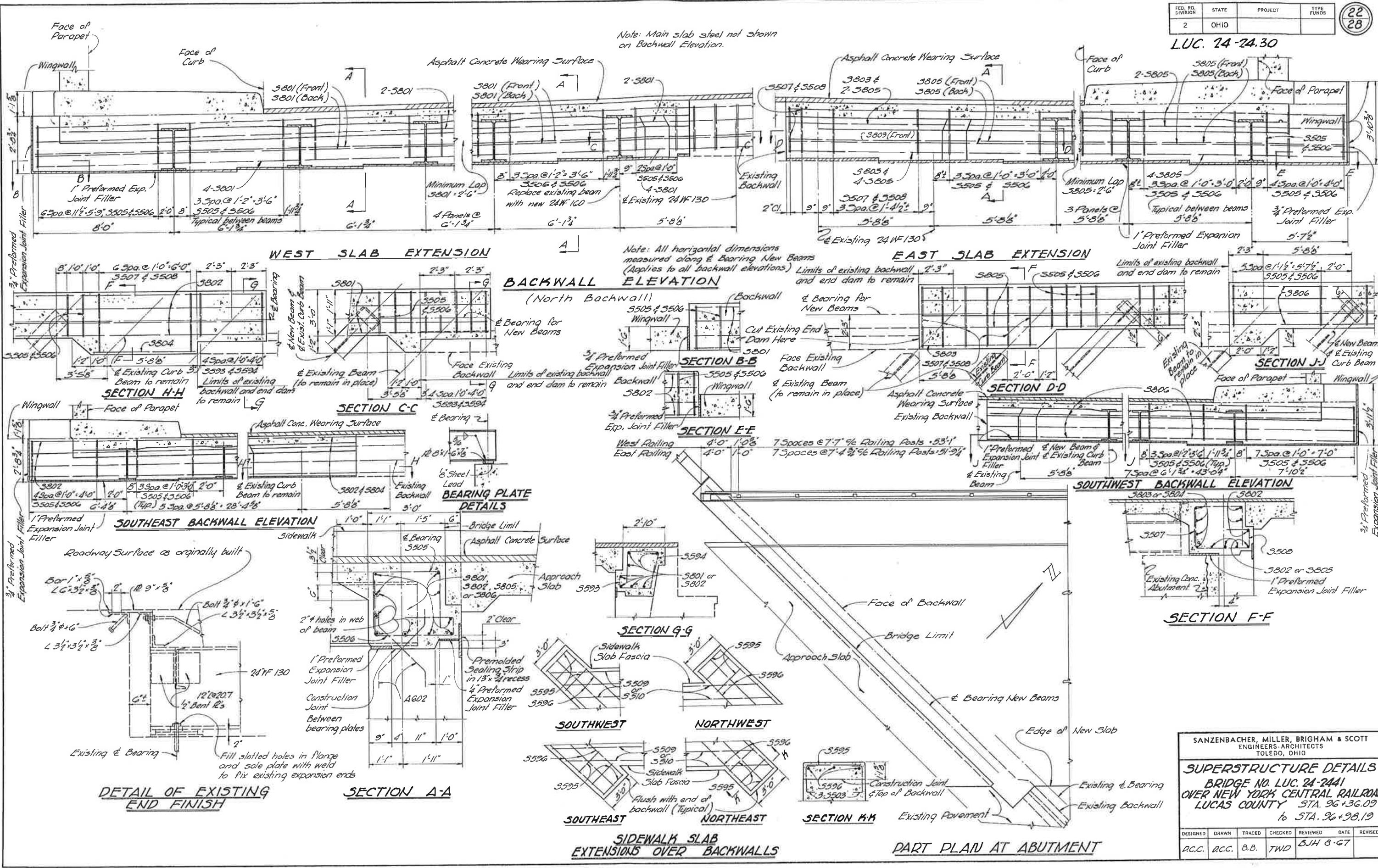
† 4" x 8" Anchor bolts and nuts, ASTM A-325. Bolts are threaded 3" and imbedded 1'6". Galvanize the nuts and a minimum of 6" of the threaded end of the bolts. Include anchors with bridge railing for payment.

VIEW A-A ANCHORS FOR GUARD RAIL

SANZENBACHER, MILLER, BRIGHAM & SCOTT ENGINEERS-ARCHITECTS TOLEDO, OHIO					
SUPERSTRUCTURE DETAILS					
BRIDGE NO. LUC. 24-2441					
OVER NEW YORK CENTRAL RAILROAD					
LUCAS COUNTY STA. 96+36.09					
to STA. 96+28.19					
DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE
P.C.C.	D.C.C.	B.B.	T.W.D.	B.J.H.	8-67

LUC. 24-24.30

Note: Main slab steel not shown on Backwall Elevation.

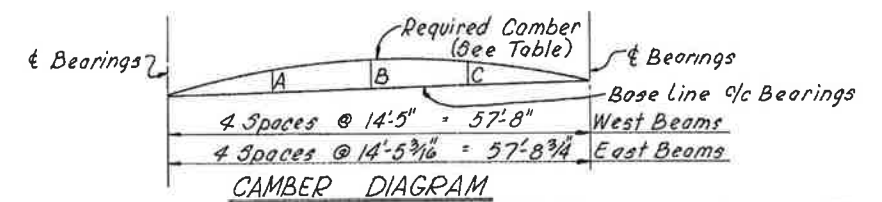
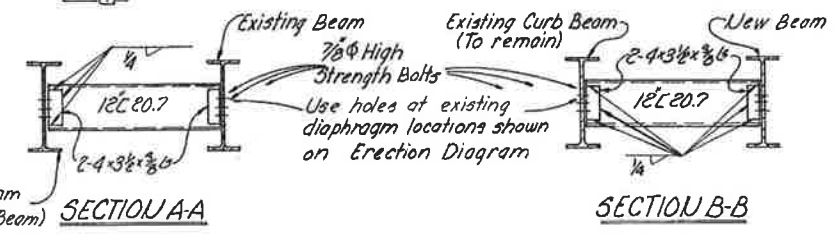
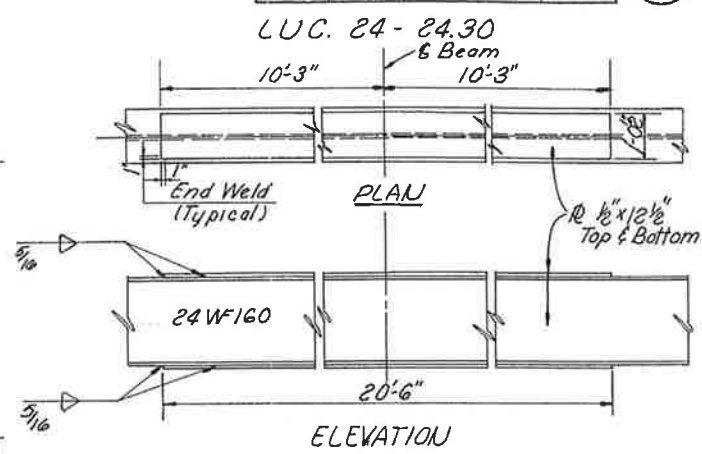
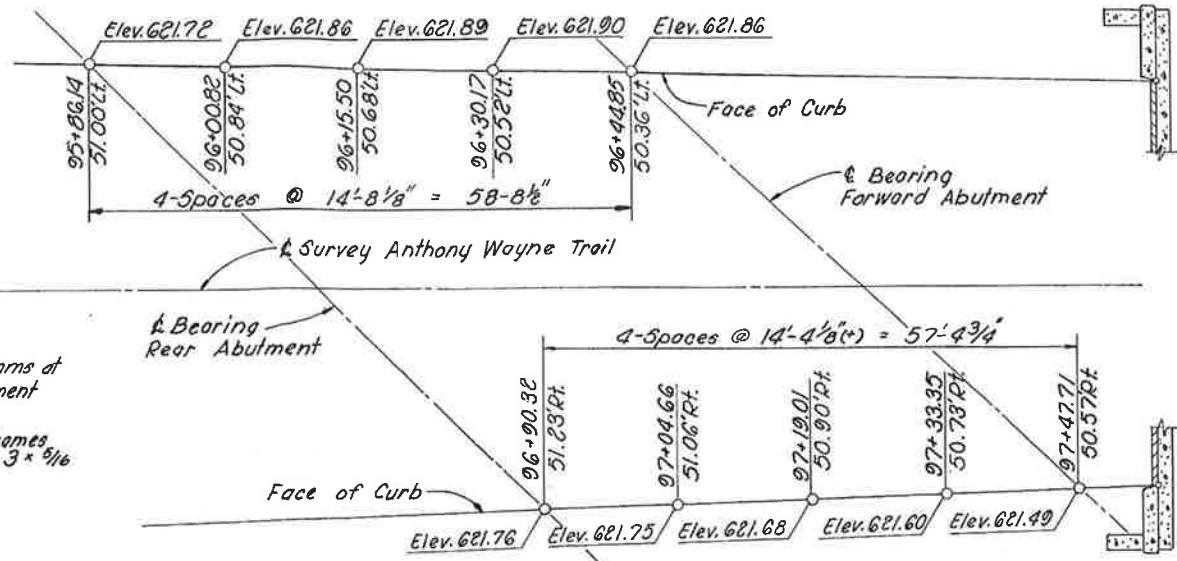
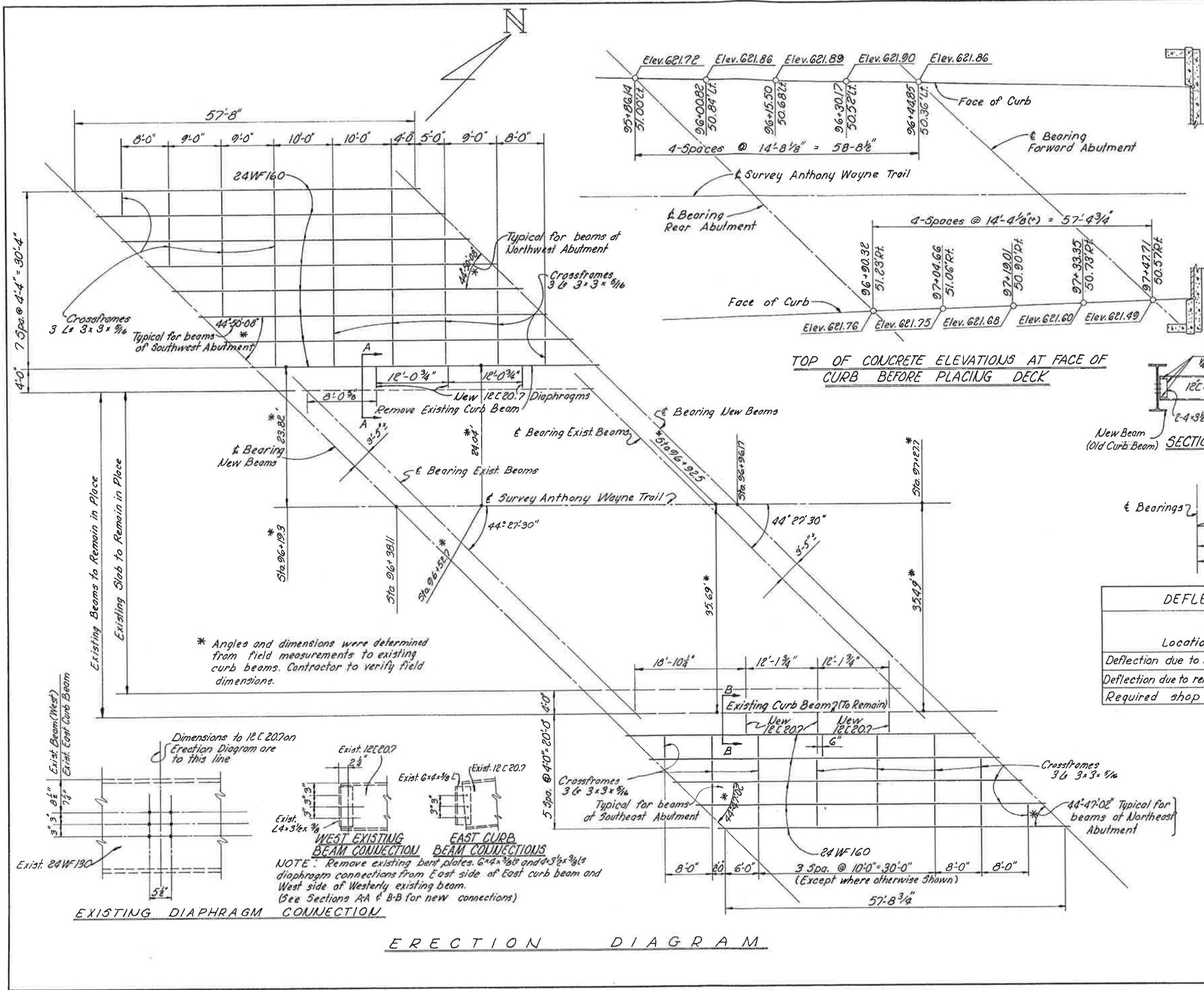


Note: All horizontal dimensions measured along & Bearing New Beams (Applies to all backwall elevations)

SANZENBACHER, MILLER, BRIGHAM & SCOTT
ENGINEERS-ARCHITECTS
TOLEDO, OHIO

SUPERSTRUCTURE DETAILS
BRIDGE NO. LUC. 24-2441
OVER NEW YORK CENTRAL RAILROAD
LUCAS COUNTY STA. 96+36.09
to STA. 96+98.19

DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE	REVISED
ACC.	ACC.	B.B.	TWD	BJH	8-67	



Location	Exterior Beam West			Interior Beams West & East			Exterior Beam East		
	A	B	C	A	B	C	A	B	C
Deflection due to weight of steel	1/8	7/16	1/8	3/16	5/16	3/16	3/16	1/2	3/16
Deflection due to remaining deadload	3/4	1/16	3/4	9/16	11/16	9/16	13/16	1/8	13/16
Required shop camber	2/8	1 1/4	2/8	3/4	1	3/4	1	1/8	1

SANZENBACHER, MILLER, BRIGHAM & SCOTT
ENGINEERS-ARCHITECTS
TOLEDO, OHIO

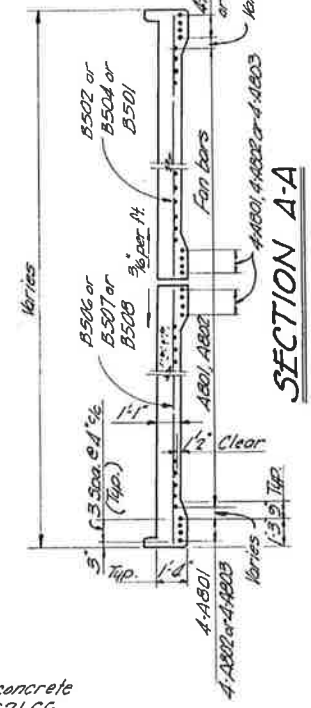
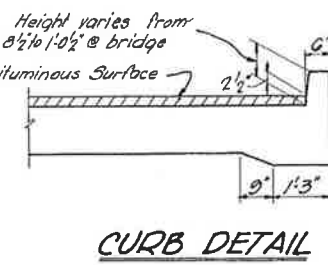
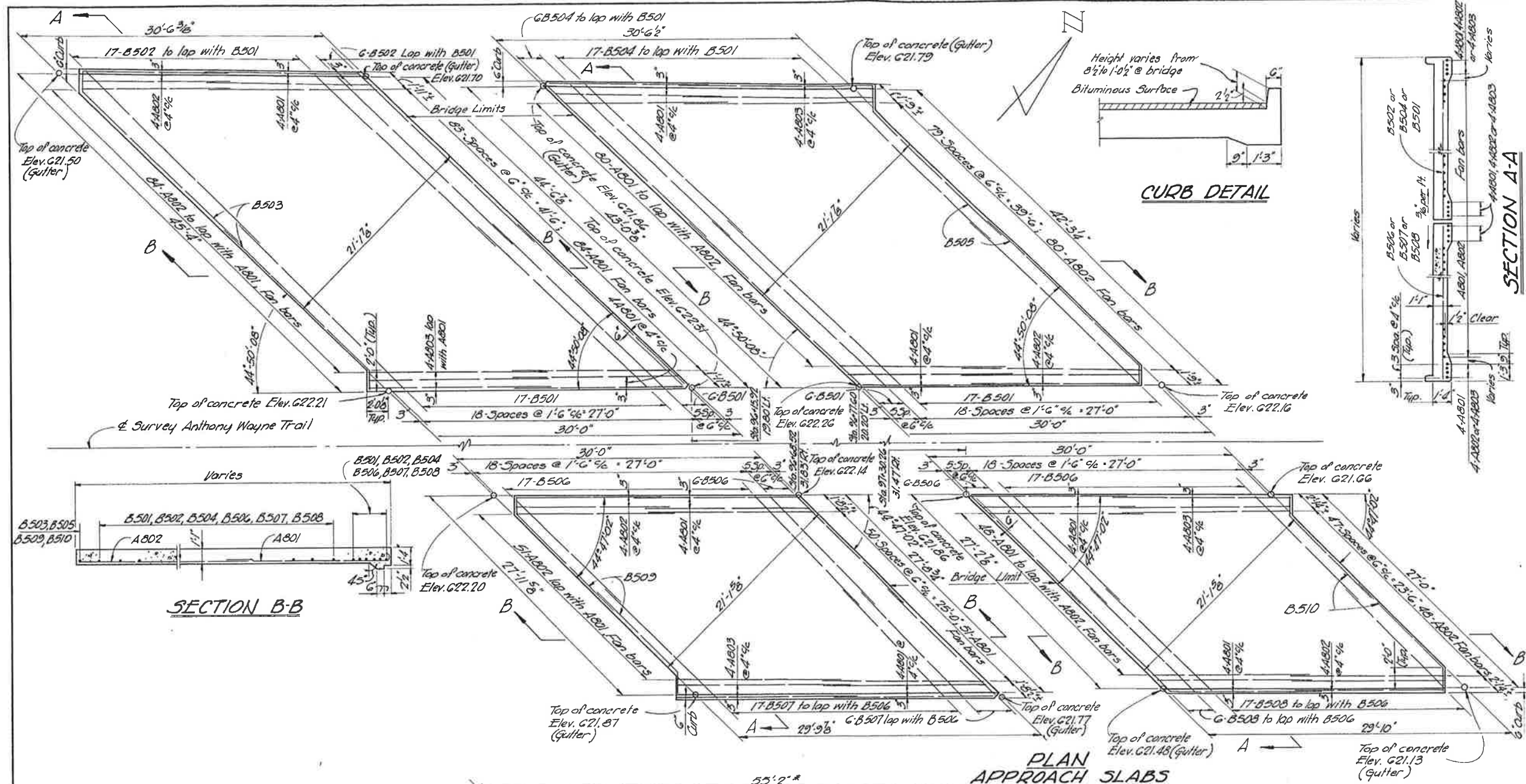
SUPERSTRUCTURE DETAILS
BRIDGE NO. LUC. 24-2441
OVER NEW YORK CENTRAL RAILROAD
LUCAS COUNTY STA 96+36.09
to STA 96+98.19

DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE	REVISED
D.C.C.	D.C.C.	D.M.B.	T.W.D.	B.J.H.	8-67	

LUC. 24-24.30

APPROACH SLAB REINFORCING STEEL LIST
BRIDGE NO. LUC. 24-2441

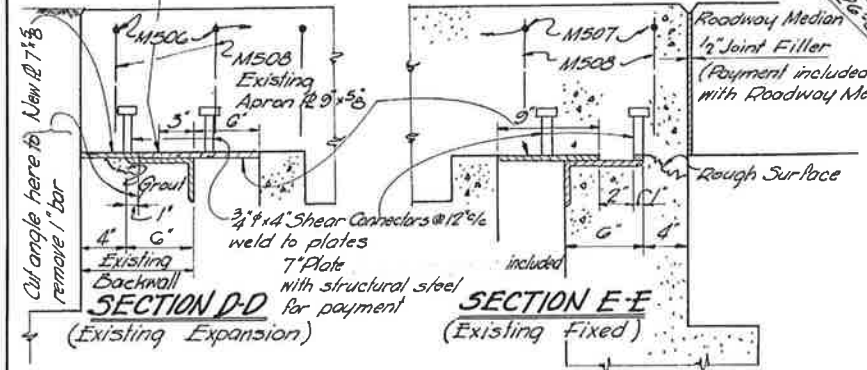
Bending Diagrams	Mark	Nos.	Length	Shape
A801	A801	295	18'-9"	B
	A802	279	15'-0"	S
	A803	16	16'-6"	S
B500 or B504 or B501	B501	46	30'-0"	S
	B502	23	16'-7"	S
	B503	2	22'-5"	B
	B504	23	14'-3"	S
	B505	2	20'-9"	B
	B506	46	15'-0"	S
	B507	23	14'-3"	S
	B508	23	13'-6"	S
	B509	2	13'-8"	B
	B510	2	13'-5"	B



SECTION B-B

PLAN APPROACH SLABS

MEDIAN CURB



PLAN MEDIAN DETAILS

SECTION C-C

NOTE:
For remaining details of Approach Slabs, see Standard Drawing No. A5-1-54 "Reinforced Concrete Approach Slabs."

Construction of the median on the existing bridge deck should not begin until the deck extensions are completed and open to traffic.

SANZENBACHER, MILLER, BRIGHAM & SCOTT
ENGINEERS-ARCHITECTS
TOLEDO, OHIO

APPROACH SLAB & MEDIAN, DETAILS
BRIDGE NO. LUC. 24-2441
OVER NEW YORK CENTRAL RAILROAD
LUCAS COUNTY

STA. 96+36.09 to STA. 96+98.19

DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE	REVISED
NUP	NUP	B.B.	TWD	B.J.H	8-67	

STATE OF OHIO
DEPARTMENT OF HIGHWAYS

U-1120(5)

FED. RD. DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO	U-1120(5)	

25
28
1
4

LUC. 24-24.30
LUCAS COUNTY

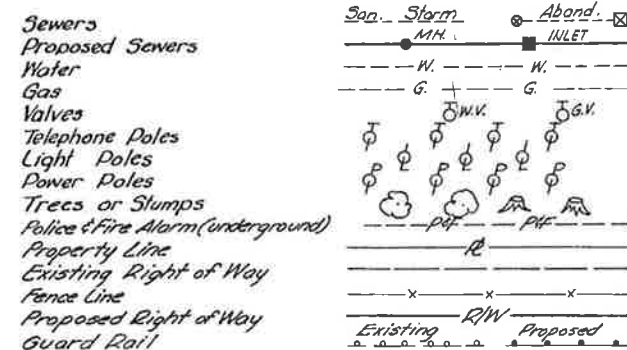
LUC. 24-24.30 ANTHONY WAYNE TRAIL
CITY OF TOLEDO LUCAS COUNTY
RECONSTRUCTION OF EXISTING GRADE SEPARATED
CROSSING WITH THE NEW YORK CENTRAL RAILROAD

The Standard Specifications of the State of Ohio, Department of Highways, including changes and Supplemental Specifications listed in the proposal shall govern this improvement.

The right of Way for this improvement will be provided by the State of Ohio

I hereby approve these plans and declare that the making of this improvement will not require the closing to traffic of the highway and that provisions for the maintenance and safety of traffic will be as set forth on the plans and estimates.

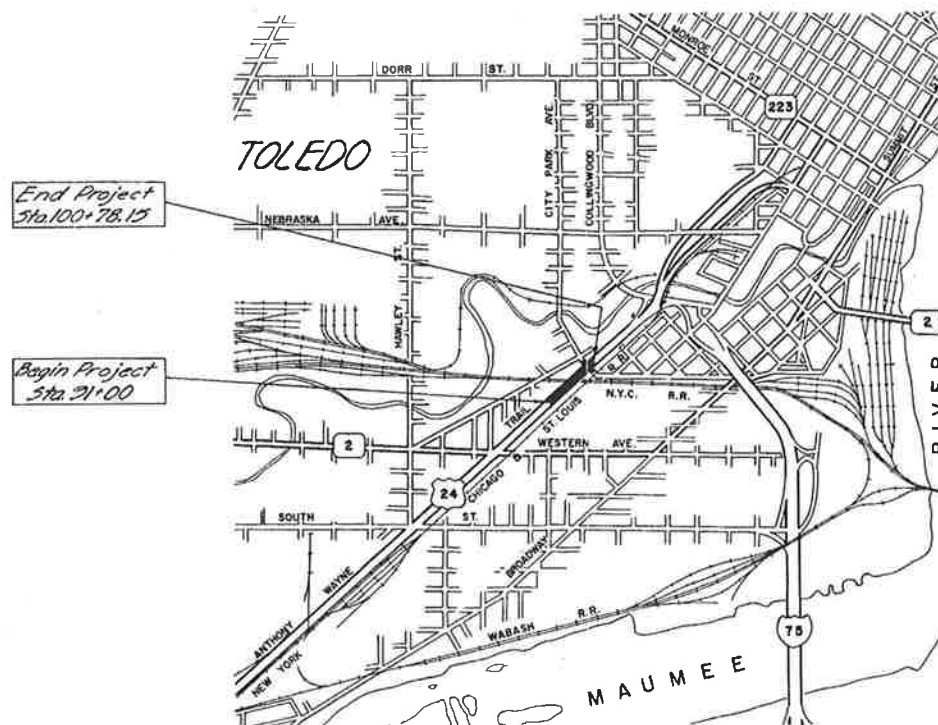
CONVENTIONAL SIGNS



UTILITY OWNERSHIP

- | | |
|----------------------------|-----------------------|
| New York Central R.R. | Communications |
| City of Toledo | Water Lines |
| | Traffic Signals |
| | Police and Fire Alarm |
| Columbia Gas of Ohio, Inc. | Gas Lines |
| Toledo Edison Co. | Power |
| | Street Lighting |

R/W PLANS



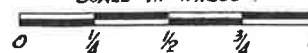
End Project Sta. 100+78.15

Begin Project Sta. 21+00

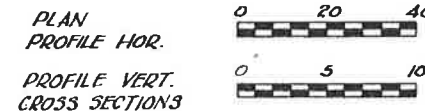
DELIVERY POINT _____

PORTION TO BE IMPROVED
STATE ROADS _____
OTHER ROADS _____

LOCATION MAP
SCALE IN MILES



AVERAGE HAUL _____ MILES



- Approved _____
Date 8-11-67 Director of Public Service - City of Toledo
- Approved _____
Date 9-11-67 City Manager - City of Toledo
- Approved _____
Date _____ Division Deputy Director
- Approved _____
Date _____ Engineer of Bridges
- Approved _____
Date _____ Engineer of Location and Design
- Approved _____
Date _____ Deputy Director of Design and Construction
- Approved _____
Date _____ Deputy Director of Right of Way
- Approved _____
Date _____ Deputy Director of Planning and Programming
- Approved _____
Date _____ First Assistant Director
- Approved _____
Date _____ Director of Highways

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

APPROVED _____
DIVISION ENGINEER

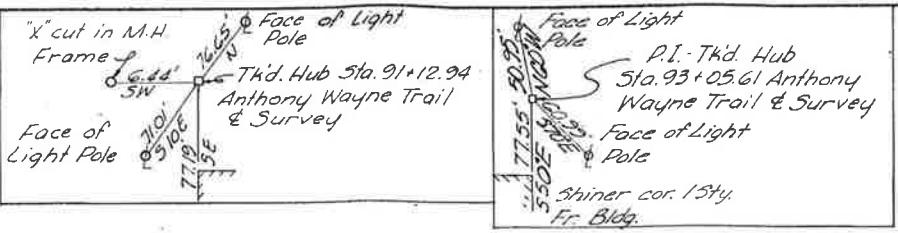
DATE _____

FILE NO.	LUCAS COUNTY	LUC. 24-24.30
	DATE OF LETTING	19 _____
	CONTRACT NO.	

SURVEY & PLANS BY
SANZENBACHER, MILLER, BRIGHAM & SCOTT
TOLEDO, OHIO

SUMMARY OF ADDITIONAL RIGHT OF WAY REQUIRED

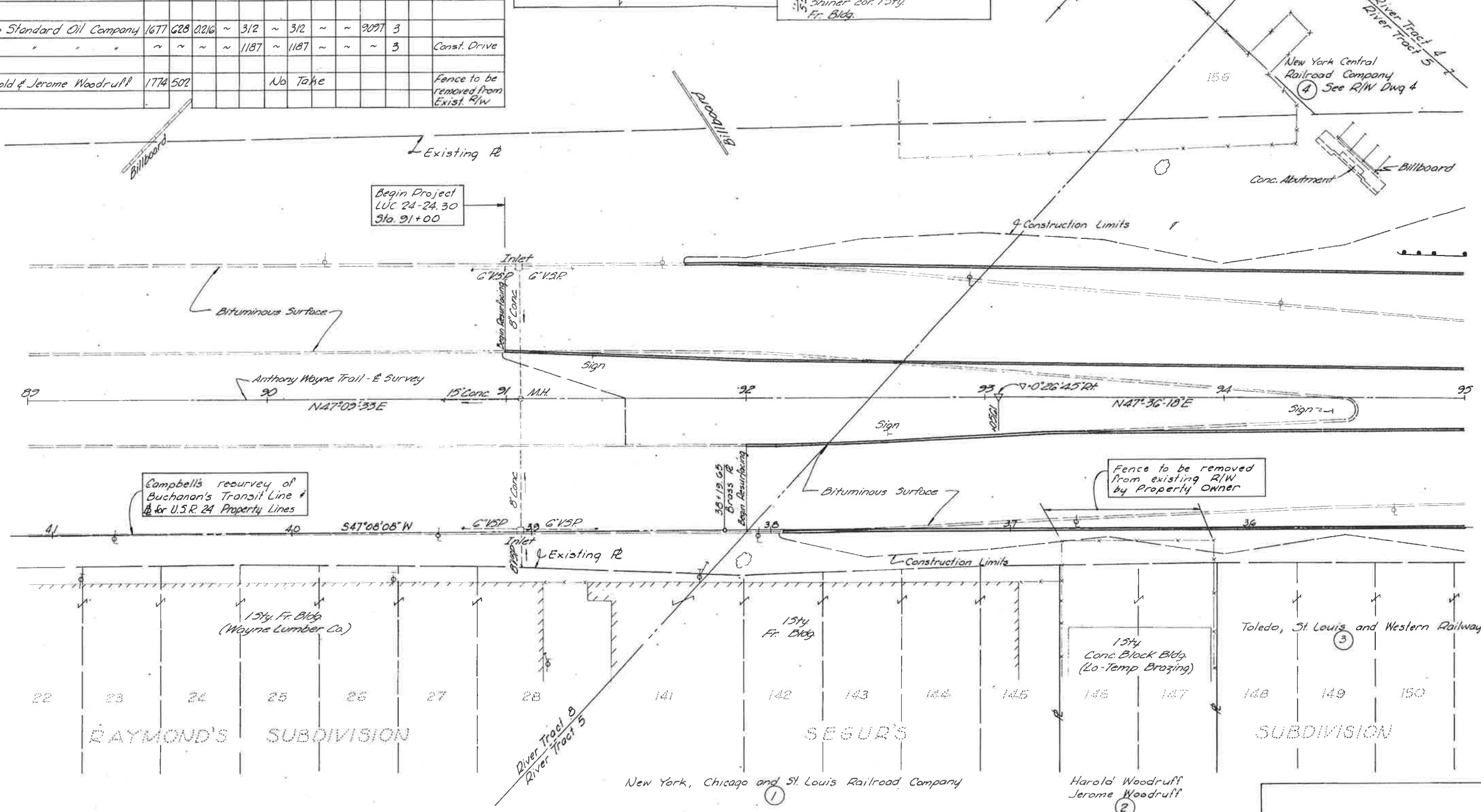
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		Book	Page		Total	PRD	Net				
4	The New York Central Railroad Co	~	~	~	361	~	361	~	4		
4.5L	"	~	~	~	743	~	743	~	4		
5	The Standard Oil Company	1677	628	0.216	~	312	~	312	~	9097	3
5-T	"	~	~	~	1187	~	1187	~	~	~	3
											Const. Drive
2	Harold & Jerome Woodruff	1774	502					No Take			Fence to be removed from Exist. R/W



FED. RD. DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO		

26
28
2
4

LUC. 24-24.30
R/W PLAN



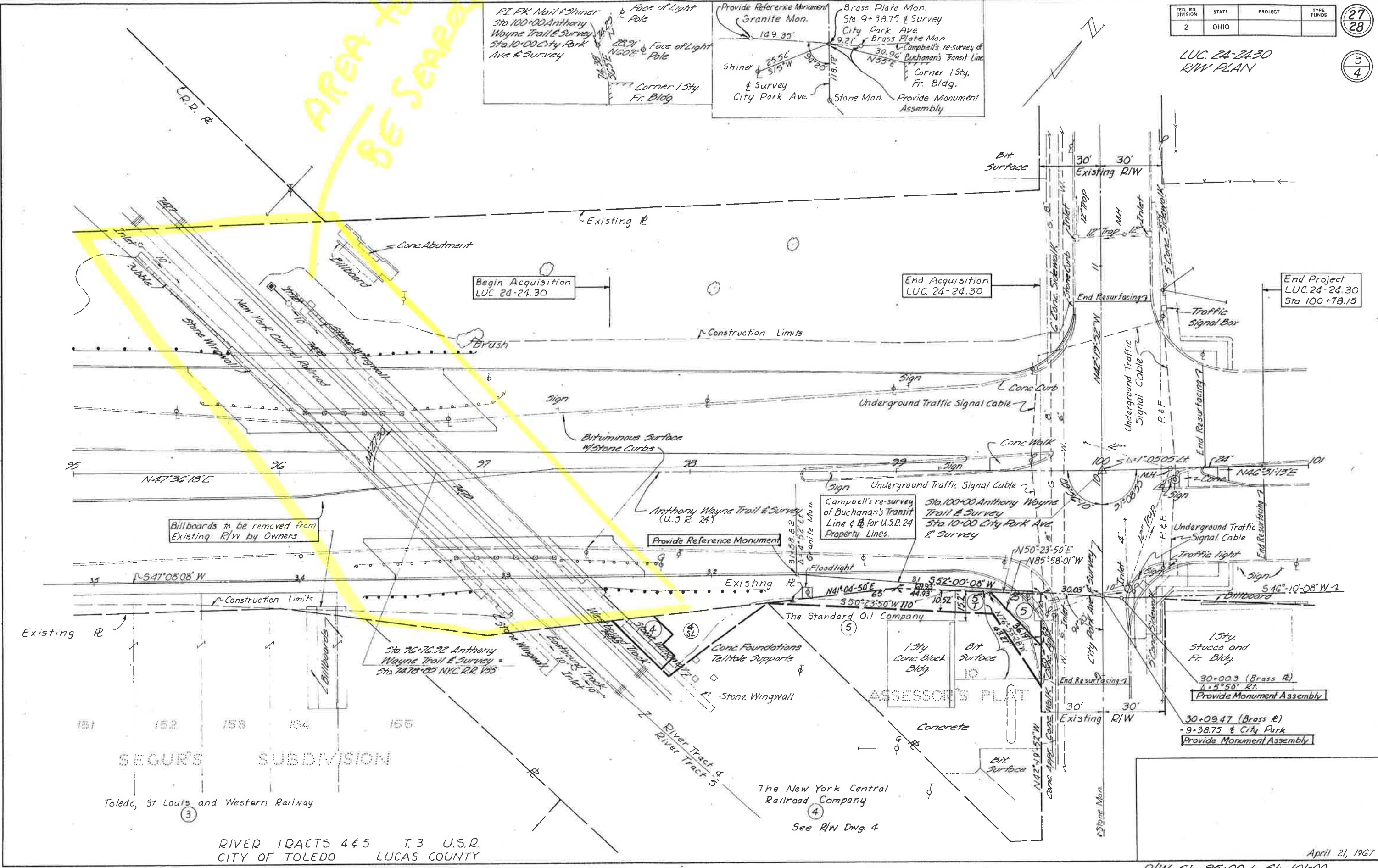
RIVER TRACTS 5 & 8 T.3 U.S.R.
CITY OF TOLEDO LUCAS COUNTY

SANZENBACHER, MILLER, BRIGHAM & SCOTT TOLEDO, OHIO

April 21, 1967
R/W Sta. 89+00 to Sta. 95+00

AREA TO BE SEVERED

RI PK Nail & Shiner Sta. 100+00 Anthony Wayne Trail & Survey Sta. 10+00 City Park Ave & Survey
Face of Light Pole 28.7' N 302° E
Provide Reference Monument Granite Mon. 149.35'
Shiner & Survey City Park Ave 25.56' S 15° W
18.12'
Brass Plate Mon. Sta. 9+38.75 & Survey City Park Ave. Brass Plate Mon. Campbell's re-survey of Buchanan's Transit Line 30.96' N 35° E
Corner 1sty. Fr. Bldg. Provide Monument Assembly
Stone Mon.



Billboards to be removed from Existing R/W by Owners

Begin Acquisition LUC 24-24.30

End Acquisition LUC 24-24.30

End Project LUC 24-24.30 Sta 100+78.15

SECUR'S SUBDIVISION

Toledo, St. Louis and Western Railway

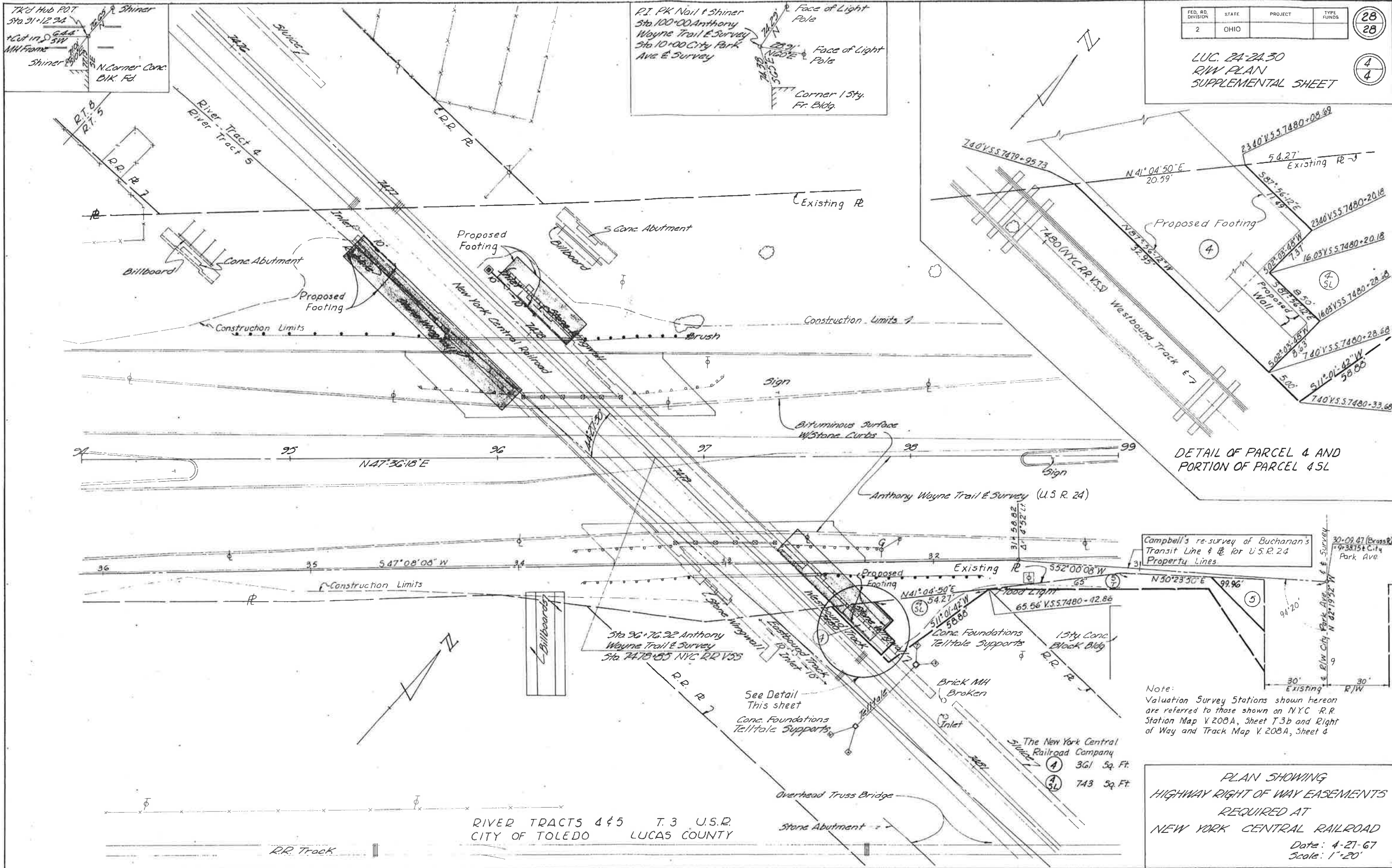
RIVER TRACTS 4 & 5 T. 3 U.S.R. CITY OF TOLEDO LUCAS COUNTY

TKJ Hub P.O.T.
Sta 31+12.74
Cut in S.W.
MH Frame
Shiner
N. Corner Conc.
D.I.K. Rd.

P.I. PK Nail & Shiner
Sta 100+00 Anthony
Wayne Trail & Survey
Sta 10+00 City Park
Ave & Survey
Face of Light Pole
Face of Light Pole
Corner 1 Sty.
Fr. Bldg.

FED. RD. DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO		

LUC. 24-24.30
R/W PLAN
SUPPLEMENTAL SHEET

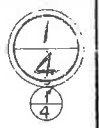


Campbell's re-survey of Buchanan's Transit Line & R.R. for U.S.R. 24 Property Lines

Note:
Valuation Survey Stations shown hereon are referred to those shown on NYC R.R. Station Map V.208A, Sheet T.3b and Right of Way and Track Map V.208A, Sheet 4

PLAN SHOWING
HIGHWAY RIGHT OF WAY EASEMENTS
REQUIRED AT
NEW YORK CENTRAL RAILROAD
Date: 4-27-67
Scale: 1"=20'

RIVER TRACTS 4 & 5 T.3 U.S.R.
CITY OF TOLEDO LUCAS COUNTY



GEOLOGY OF THE SITE

The structure site is located on a portion of the flat glaciated Lake Plain Region, adjacent to Ross Creek, where moderately deep lacustrine and glacial deposits overlie dolomite bedrock, of Silurian age.

EXPLORATION

The exploration consisted of two drive sample borings and four drive rod penetration tests, made between March 11 and 18, 1965.

INVESTIGATIONAL FINDINGS

The borings encountered moist, medium-stiff, loose to medium-dense silts and clays, to approximately 45-foot depth, elevation 575 feet; below this, medium-dense to extremely dense silts, sands, and gravels with some stiff clay intervals. The borings were terminated at 76-foot depth, elevation 549 feet, after penetrating in excess of 30 feet of material requiring more than 30 blows per foot in the standard penetration test.

Rod soundings met gradual increase in penetration resistance with increase in depth, and were terminated upon encounter with refusal or near-refusal to penetration at 55 to 57-foot depths, elevations 566 to 564 feet, considered to be in very dense, stiff silts and clays, as revealed by the borings.

Free water was encountered in the rod sounding holes between elevations 590 and 591 feet.

No test penetrated to bedrock surface.

LEGEND

- Auger Boring Location - Plan View.
- Press and / or Drive Sample and / or Core Boring Location - Plan View.
- Drive Rod Penetration Resistance Sounding Location - Plan View.
- Capped Pile
- Footing
- Footing on Pile
- Top of Rock

- Horizontal Bar on Boring Log Indicates the Depth the Sample Was Taken.
- Figures Beside the Boring Log in Profile Indicate the Number of Blows for Standard Penetration Test.
X = Number of Blows for First 6 inches.
Y = Number of Blows for Second 6 inches.
- Drive Rod Penetration Resistance Sounding Log - Profile
- Casing
- Resistance "R" < 10,000 lbs.
- Resistance "R" > 10,000 lbs.
- Indicates Final Measurement of Penetration, in Inches.
- Indicates Free Water Elevation.
- Indicates Static Water Elevation.

SYMBOLS OF ROCK TYPES

- Coal
- Weathered Indurated Clay
- Indurated Clay
- Weathered Shale
- Shale
- Limestone
- Weathered Sandstone
- Sandstone
- Leached Dolomite
- Dolomite
- Leached Limestone
- Limestone

GENERAL INFORMATION

Drive Rod Penetration Sounding Tests

Drive rod penetration resistance tests constitute driving a 1.315-inch diameter steel rod, with a 45° cone point, into the ground, using a 122-pound drop-hammer with a free fall of five feet. At one or two-foot depth intervals, a measurement is taken to determine the amount of penetration achieved in three hammer drops. This reading is converted to an empirical value for capacity "R", in thousands of pounds (which is a measure of both the point resistance and frictional resistance on the rod), by using charts prepared by the Ohio Department of Highways, Bureau of Bridges, on the basis of correlation study of rod penetration with past performance of pile driving. For interpretation, a graph is prepared by plotting the value "R" against the depth at which the reading was taken, and connecting the plotted points. The curve so obtained reflects the density of subsurface materials in a manner that can be readily compared with data from similar tests at other locations on the structure site. From this comparison, the overall uniformity of subsurface condition may be evaluated.

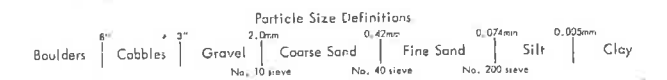
Drive Sample Borings - Drive-Press Sample Borings

Drive sample borings are made by means of a rotary-type drill rig, employing a 2" O.D., 1-3/8" I.D. sampler, at 2-1/2 and / or 5-foot depth intervals, driven by means of a 140 - pound drop-hammer with a free fall of 30 inches. The number of blows required to drive the sampler 12 inches is considered the standard penetration test.

Drive-press sample borings are made by means of a rotary-type drill rig, employing a 2" O.D., 1-3/8" I.D. drive sampler, and 3" O.D. thin-wall press sampler. The press sampler is advanced by continuous uniform pressure, applied by the drill rig.

The boring log sheets show a graphic plot of the information obtained, including depth and elevation of the sample, number of blows for the standard penetration tests in two 6-inch increments, depth of press samples, field sample number, sample description - based on laboratory tests and the Casagrande AC classification system - and gradation, plasticity, and moisture content determinations. Results of strength and consolidation testing, if performed, appear on separate enclosures.

At depths where materials are bouldery or gravelly to the extent that the sampler can not be driven, a wash sample is procured for visual classification, in order to determine the general character of the material. These samples are not considered sufficiently representative to warrant laboratory testing.

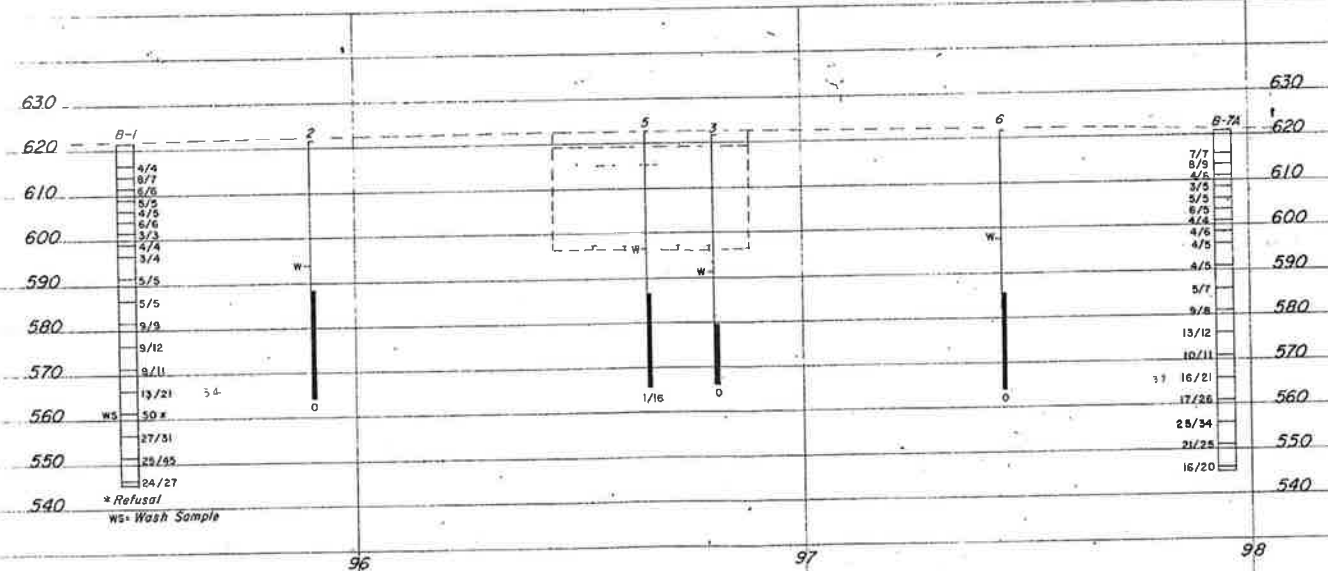
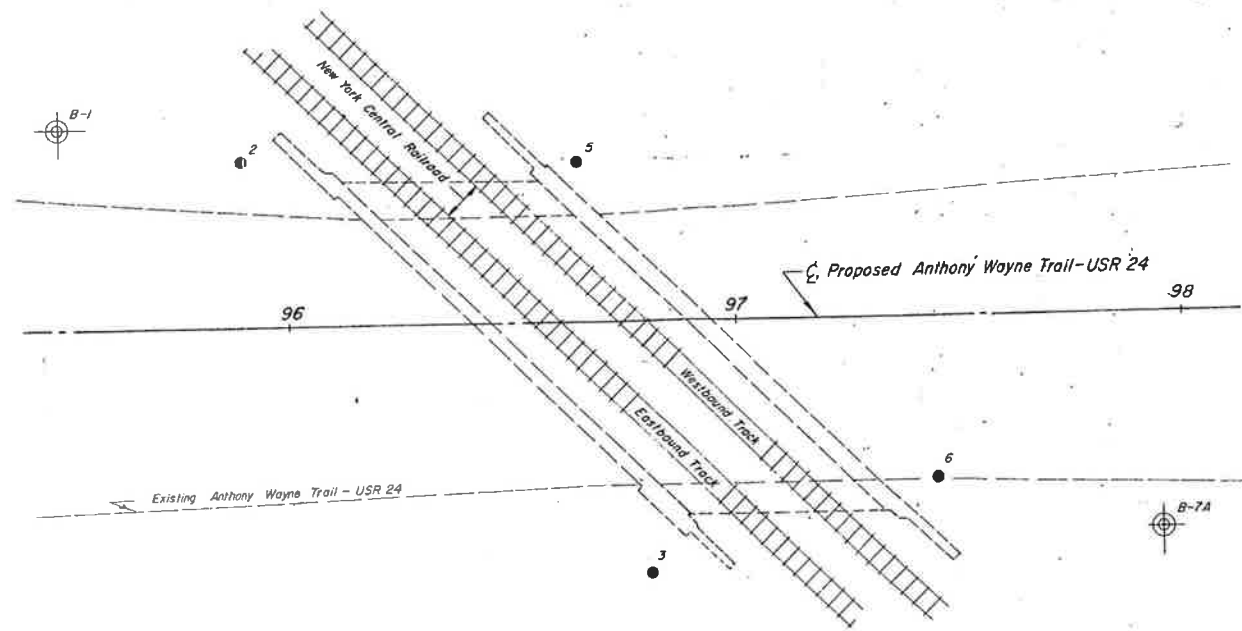


NOTE: Information shown by this subsurface investigation was obtained solely for the use in establishing design controls for the project. The State of Ohio does not guarantee the accuracy of this data and it is not to be construed as a part of the plans governing construction of the project.

OHIO DEPARTMENT OF HIGHWAYS
TESTING LABORATORY
1620 WEST BROAD STREET, COLUMBUS 23, OHIO

STRUCTURE FOUNDATION INVESTIGATION
BRIDGE NO. LUC-24-2441
OVER NEW YORK CENTRAL RAILROAD
SEC. LUC-24-24.30

CHECKED BY R. H. P.	REVIEWED BY R. D. R.	DATE 3/26/65
------------------------	-------------------------	-----------------



SCALE: 1" = 20'

OHIO DEPARTMENT OF HIGHWAYS TESTING LABORATORY 1620 WEST BROAD STREET, COLUMBUS 23, OHIO		
STRUCTURE FOUNDATION INVESTIGATION BRIDGE NO. LUC-24-2441 OVER NEW YORK CENTRAL RAILROAD SEC. LUC-24-24.30		
PLAN AND PROFILE		
DRAWN BY R.L.C.	CHECKED BY R.H.P.	REVIEWED BY R.D.R.
		DATE 3/26/65

LOG OF BORING

Date Started 3-11-65 Sampler Type SS Dia 1 3/8" Water Elev. _____
 Date Completed 3-16-65 Casing Length _____ Dia _____
 Boring No. B-1 Station & Offset 95+49.45' Lt (REAR ABUTMENT) Surface Elev. 621.4'

Elev.	Depth	Std. Pen. (N)	Rec. Ft.	Loss Ft.	Description	Sample No.	Physical Characteristics							SHTL Class.				
							% Agg.	% C.S.	% F.S.	% Silt	% Clay	L.L.	P.I.		W.C.			
621.4	0																	
616.4	5	4/4			Brown Silty Sand	1	0	1	68	13	18	NP	NP	21				
613.9	8	8/7			Brown Sandy Silt	2	0	1	44	30	25	NP	NP	23				
611.4	10	6/6			Brown and Gray Silty Clay	3	0	0	2	51	47	39	16	26				
608.9	12	5/5			Brown and Gray Silt and Clay	4	0	0	1	46	53	35	13	28				
606.4	14	4/5			Brown and Gray Clayey Silt	5	0	0	1	52	47	32	10	28				
603.9	16	6/6			Brown and Gray Silt	6	0	0	1	59	40	28	6	28				
601.4	18	3/3			Gray Silt and Clay	7	0	0	1	47	52	35	13	28				
598.9	20	4/4			Gray Silt and Clay	8	0	5	9	33	53	29	11	24				
596.4	22	3/4			Gray Silt and Clay	9	0	6	12	31	51	29	11	25				
591.4	24	5/5			Gray Clayey Silt	10	0	6	13	31	50	27	9	20				
586.4	26	5/5			Gray Silt and Clay	11	0	7	13	30	50	31	13	20				
581.4	28	9/9			Gray Sandy Clay	12	0	12	14	23	51	29	11	19				
576.4	30	9/12			Gray Sandy Silt	13	0	7	14	28	51	26	9	17				
571.4	32	8/11			Gray Silt and Clay	14	0	6	12	30	52	29	11	15				
566.4	34	13/21			Gray Sandy Clay	15	0	18	18	27	37	26	11	16				
561.4	36	50/*			Gray Sand	16	0	88	9	-3	NP	NP	23					
556.4	38	27/31			Gray Silty Sand	17	0	75	13	4	8	NP	NP	18				
551.4	40	25/45			Gray Sandy Clay	18	0	12	9	23	56	32	13	20				
546.4	42	24/27			Gray Silt and Clay	19	0	4	8	32	56	31	14	18				

BOTTOM OF BORING

LOG OF BORING

Date Started 3-16-65 Sampler Type SS Dia 1 3/8" Water Elev. _____
 Date Completed 3-18-65 Casing Length _____ Dia _____
 Boring No. B-7A Station & Offset 97+94.48' Rt (FORWARD ABUTMENT) Surface Elev. 621.0'

Elev.	Depth	Std. Pen. (N)	Rec. Ft.	Loss Ft.	Description	Sample No.	Physical Characteristics							SHTL Class.				
							% Agg.	% C.S.	% F.S.	% Silt	% Clay	L.L.	P.I.		W.C.			
621.0	0																	
616.0	5	7/7			Brown Silty Clay, Trace of Roots	1	0	1	5	45	49	35	16	20				
613.5	8	8/9			Brownish-Gray Sandy Clay	2	0	1	23	36	40	30	13	17				
611.0	10	4/6			Brown Silty Clay	3	0	2	4	42	52	PL+21	26					
608.5	12	3/5			Brown Silty Clay	4	0	4	4	41	51	PL+21	28					
606.0	14	5/5			Brownish-Gray Silt	5	0	0	1	60	39	29	6	28				
603.5	16	6/5			Grayish-Brown Silt and Clay	6	0	2	9	39	50	28	12	18				
601.0	18	4/4			Gray Clayey Silt	7	0	6	12	37	45	24	8	16				
598.5	20	4/6			Gray Clayey Silt	8	0	4	14	36	46	26	9	18				
596.0	22	4/5			Gray Sandy Gravelly Silt	9	24	5	11	23	37	26	10	17				
591.0	24	4/5			Gray Sandy Silt	10	0	8	14	30	48	25	10	18				
586.0	26	5/7			Gray Sandy Silt	11	0	8	14	30	48	26	10	19				
581.0	28	9/8			Gray Sandy Silt	12	0	7	14	30	49	25	8	17				
576.0	30	13/12			Gray Clayey Silt	13	0	6	13	31	50	27	9	16				
571.0	32	10/11			Gray Silt and Clay	14	0	5	12	26	57	31	12	17				
566.0	34	15/21			Gray Sandy Clay	15	0	6	15	27	52	27	11	15				
561.0	36	17/26			Gray Clayey Silt	16	0	8	10	55	27	30	10	20				
556.0	38	25/34			Gray Silty Sand	17	0	44	31	4	21	NP	NP	18				
551.0	40	21/25			Gray Silty Sandy Gravel	18	39	21	6	12	22	27	9	16				
546.0	42	16/20			Gray Silt and Clay	19	0	7	23	59	61	34	14	23				

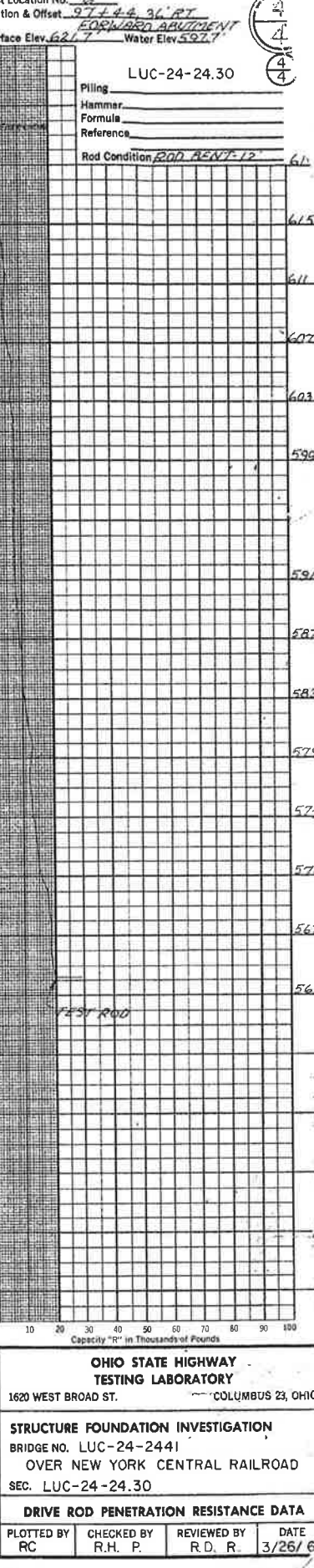
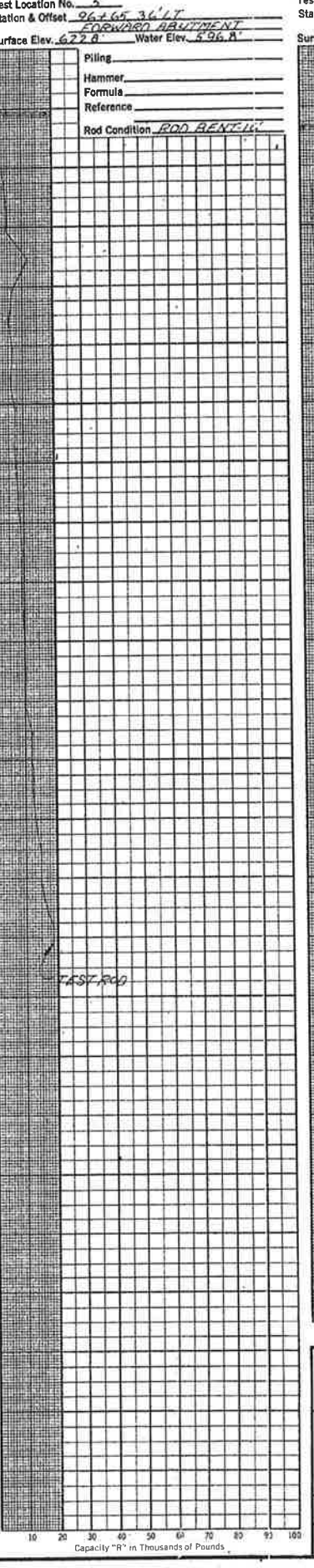
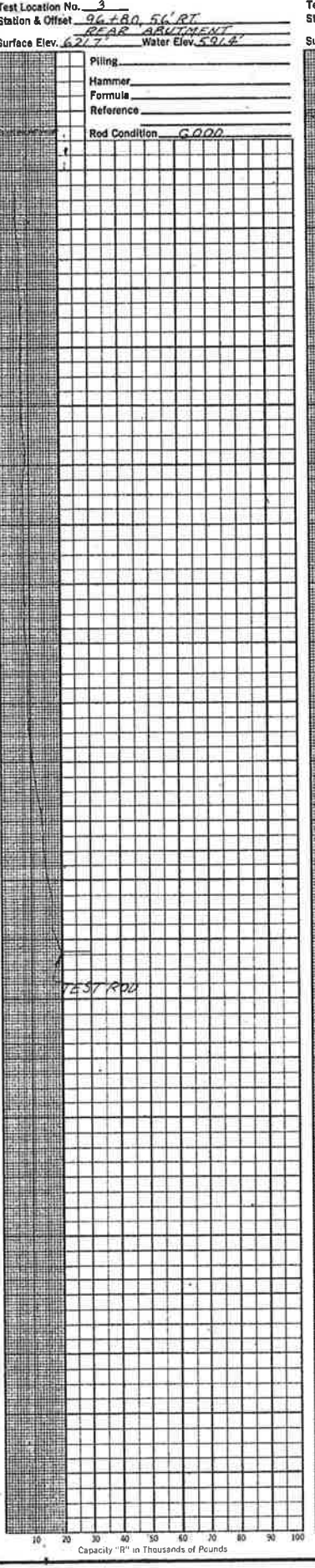
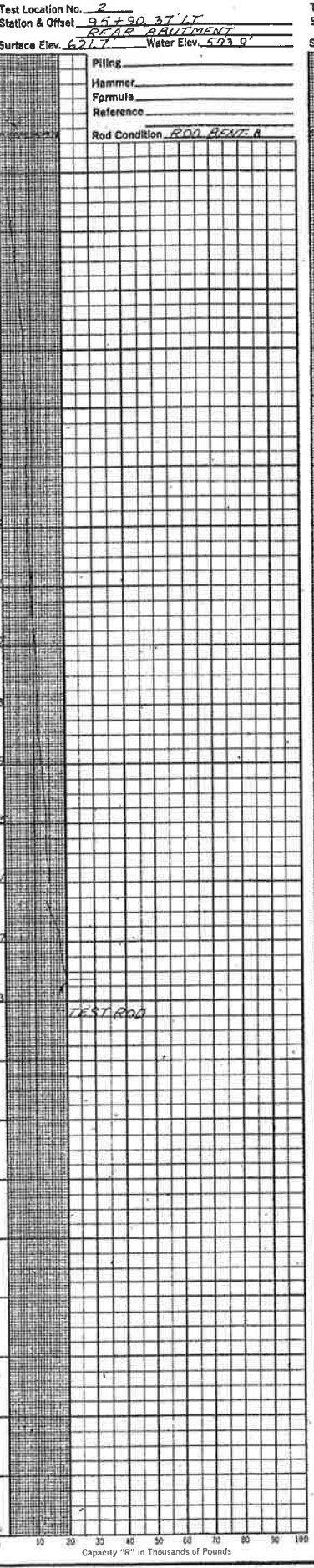
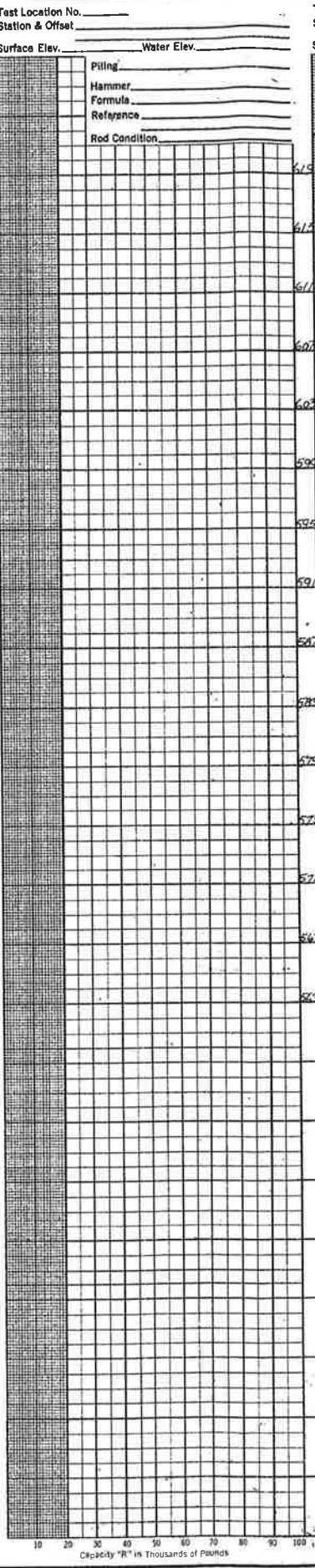
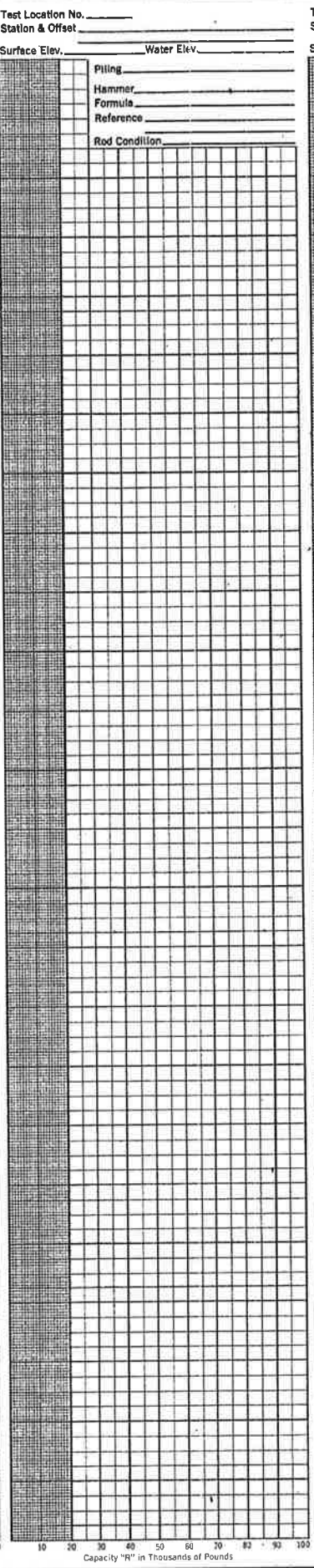
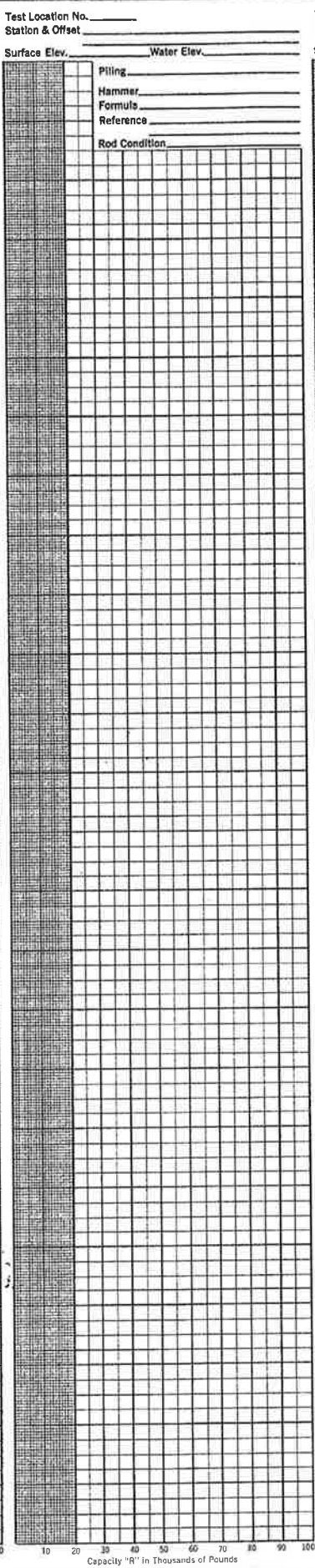
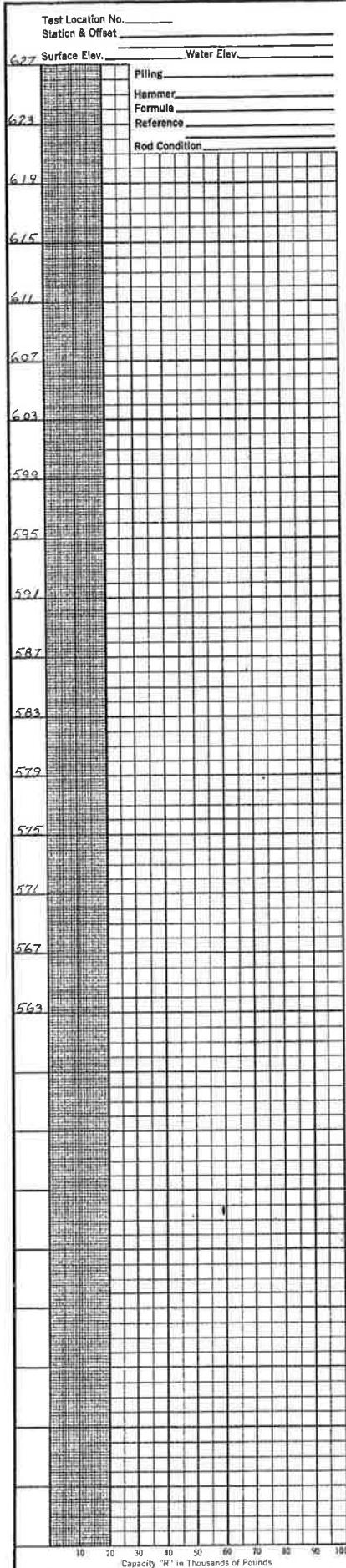
BOTTOM OF BORING

**OHIO DEPARTMENT OF HIGHWAYS
TESTING LABORATORY**
1620 WEST BROAD STREET, COLUMBUS 23, OHIO

STRUCTURE FOUNDATION INVESTIGATION
BRIDGE NO. LUC-24-2441
OVER NEW YORK CENTRAL RAILROAD
SEC. LUC-24-24.30

BORING DATA

TYPED BY	CHECKED BY	REVIEWED BY	DATE
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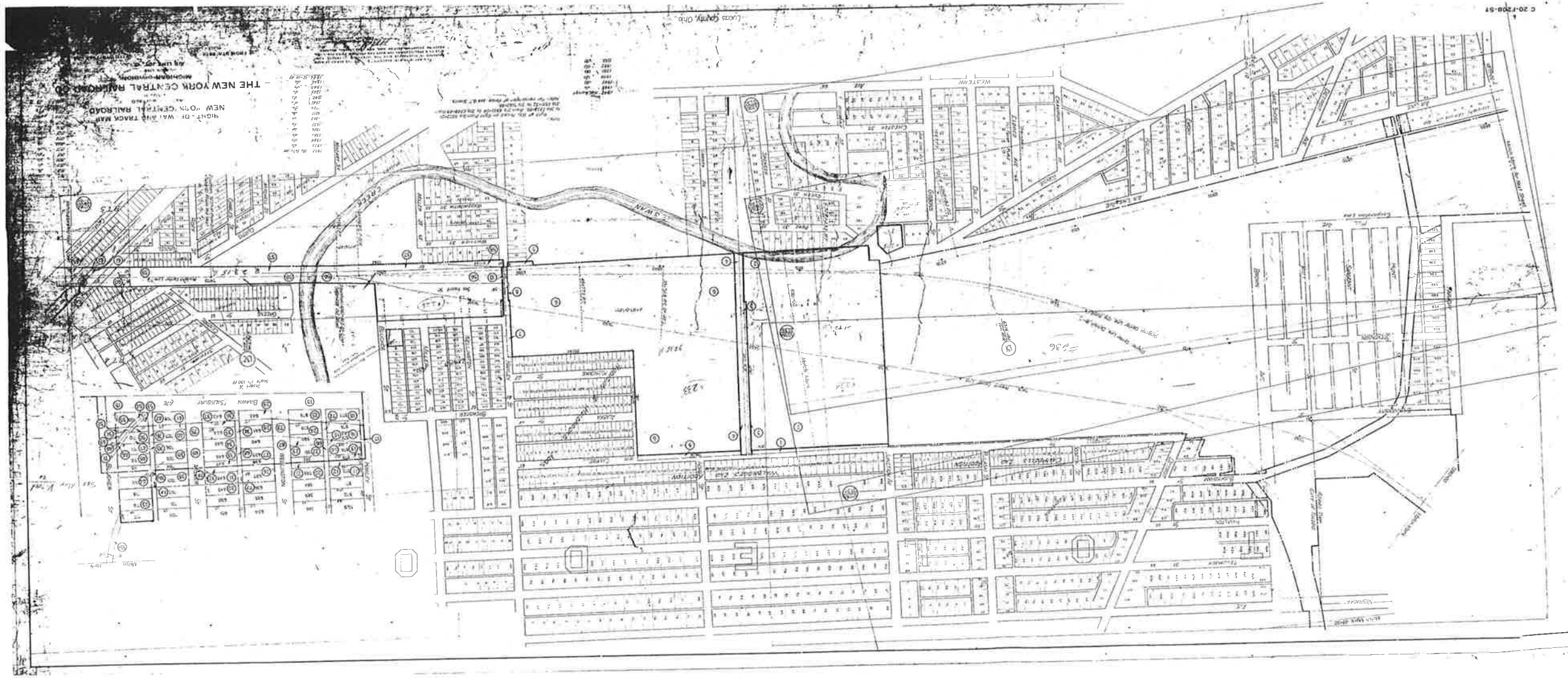


OHIO STATE HIGHWAY TESTING LABORATORY
 1620 WEST BROAD ST. COLUMBUS 23, OHIO

STRUCTURE FOUNDATION INVESTIGATION
 BRIDGE NO. LUC-24-2441
 OVER NEW YORK CENTRAL RAILROAD
 SEC. LUC-24-24.30

DRIVE ROD PENETRATION RESISTANCE DATA

PLOTTED BY RC CHECKED BY R.H. P. REVIEWED BY R.D. R. DATE 3/26/65



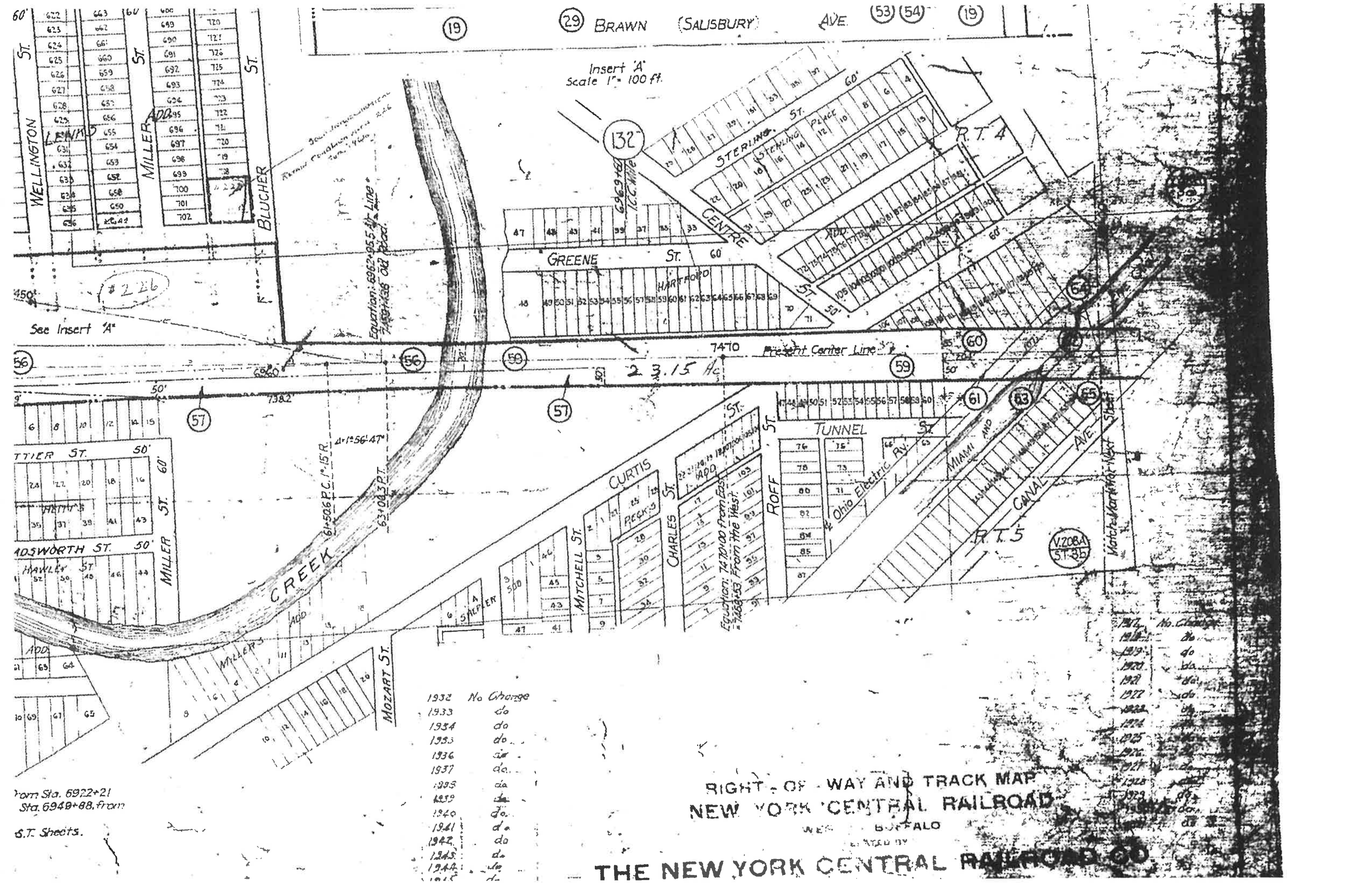
C 20-1208-51

Lucas County, Ohio

THE NEW YORK CENTRAL RAILROAD
RIGHT-OF-WAY TRACK MARK
NEW YORK CENTRAL RAILROAD

1882
1883
1884
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1996
1997
1998
1999
2000





Insert 'A'
Scale 1" = 100 ft.

622	663	688	720
623	662	690	721
624	661	691	722
625	660	692	723
626	659	693	724
627	658	694	725
628	657	695	726
629	656	696	727
630	655	697	728
631	654	698	729
632	653	699	730
633	652	700	731
634	651	701	732
635	650	702	733
636	649		

#226
See Insert 'A'

Equation: 6962+95.5 At Line
7450+136 Old Road.

7470 Present Center Line
23.15 Ac

6	8	10	12	14	15
24	27	20	18	16	
35	37	38	41	43	
57	50	45	46	44	
63	64				
61	65				

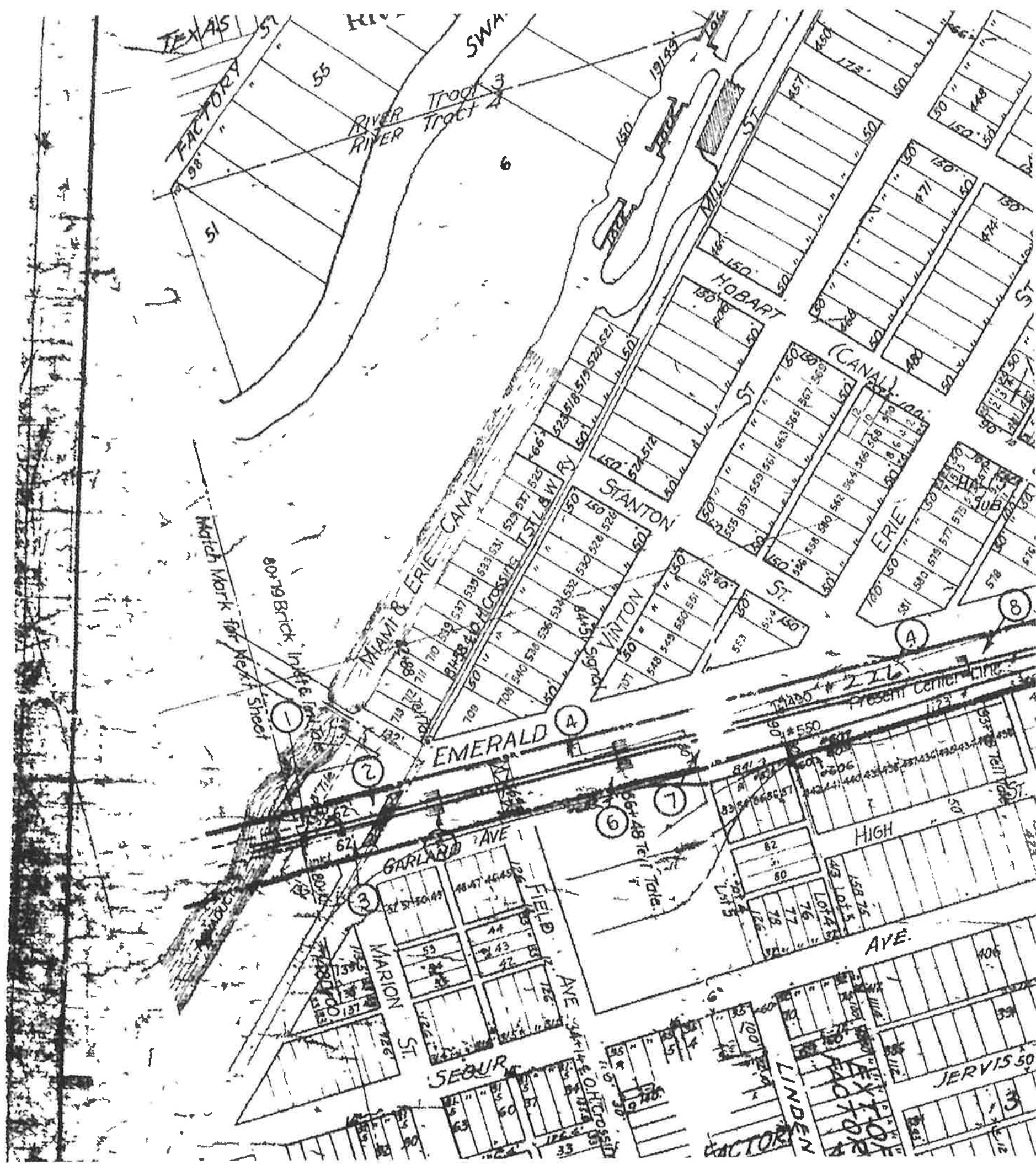
10	12	14	16	18	20
11	13	15	17	19	21
12	14	16	18	20	22
13	15	17	19	21	23
14	16	18	20	22	24
15	17	19	21	23	25
16	18	20	22	24	26
17	19	21	23	25	27
18	20	22	24	26	28
19	21	23	25	27	29
20	22	24	26	28	30

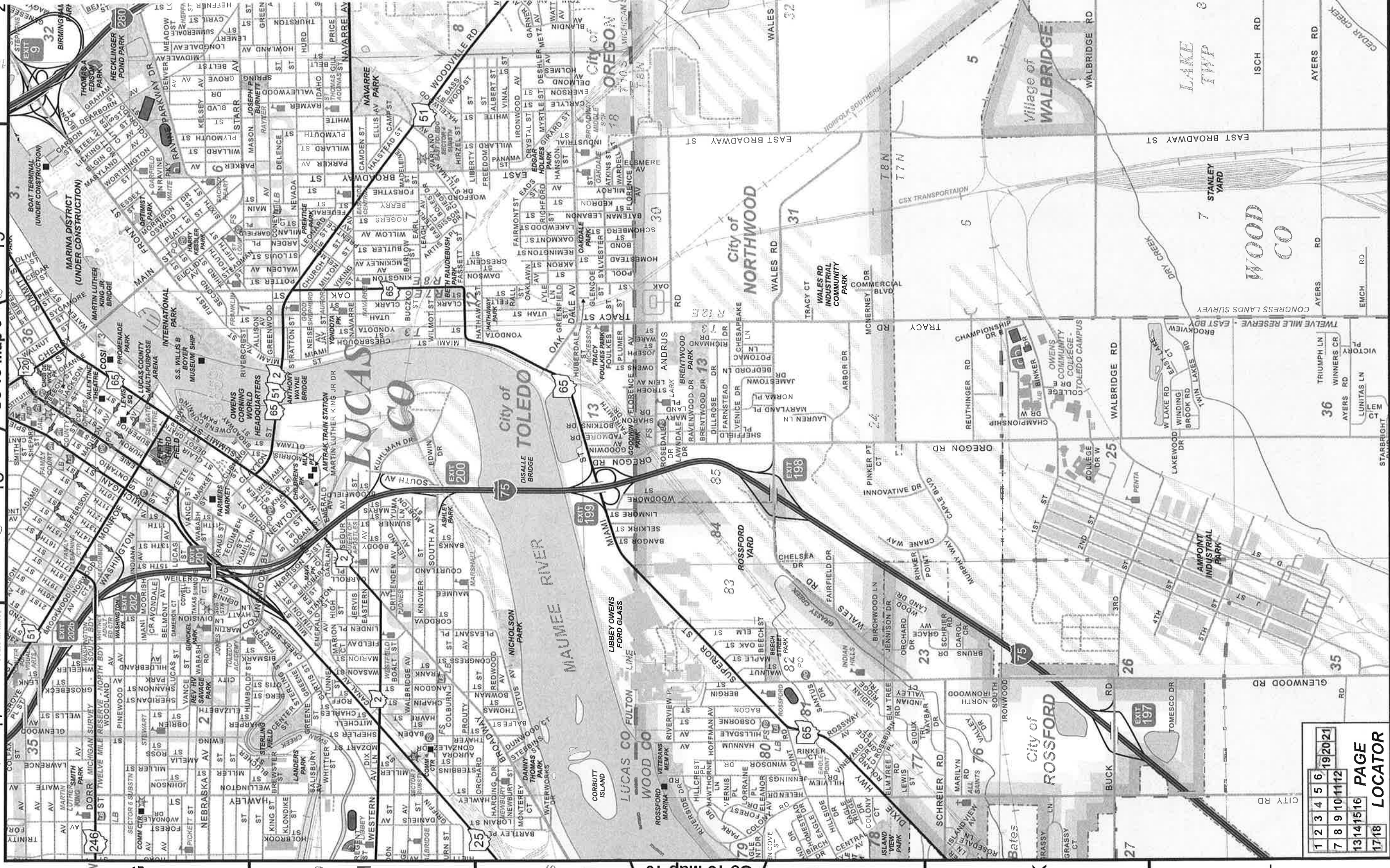
- 1932 No Change
- 1933 do
- 1934 do
- 1935 do
- 1936 do
- 1937 do
- 1938 do
- 1939 do
- 1940 do
- 1941 do
- 1942 do
- 1943 do
- 1944 do
- 1945 do

- 1917 No Change
- 1918 do
- 1919 do
- 1920 do
- 1921 do
- 1922 do
- 1923 do
- 1924 do
- 1925 do
- 1926 do
- 1927 do
- 1928 do
- 1929 do

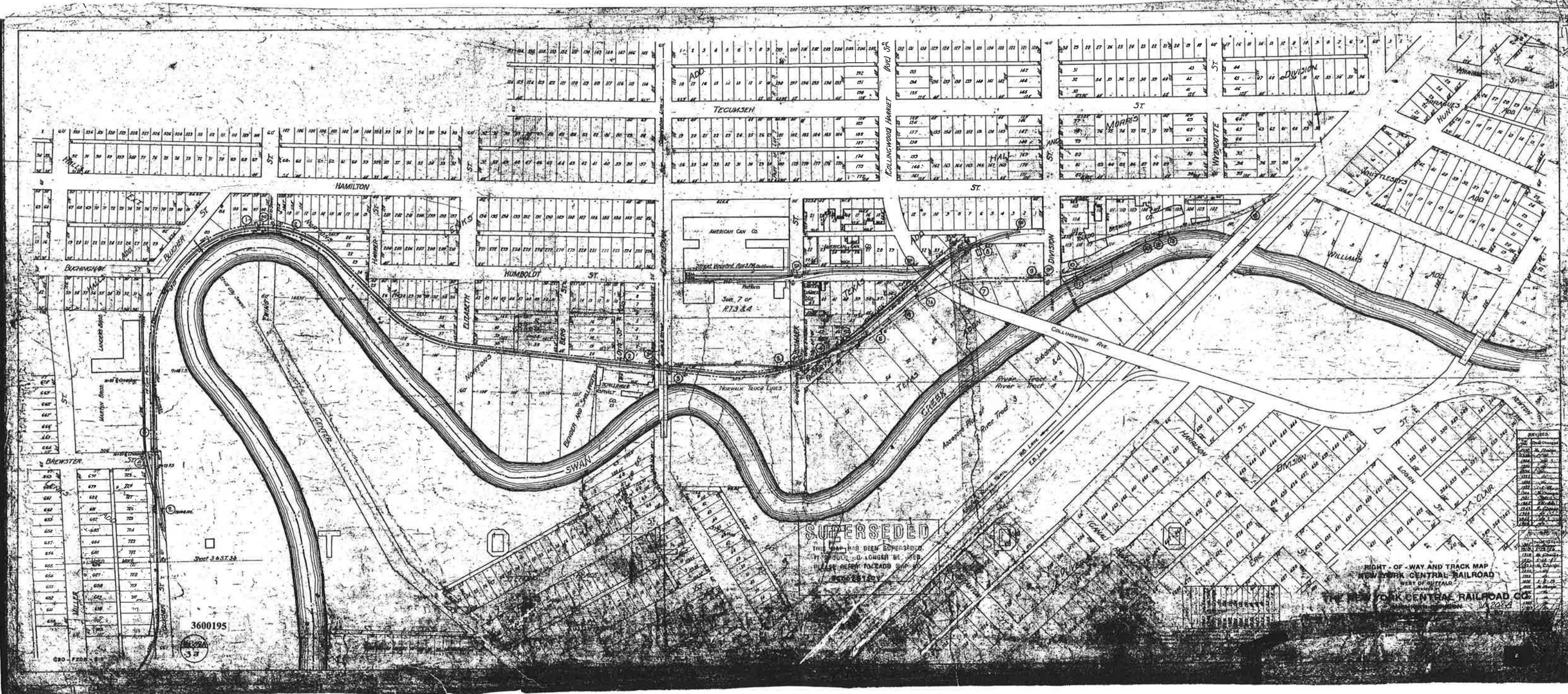
From Sta. 6922+21
Sta. 6949+88. from
S.T. Sheets.

RIGHT-OF-WAY AND TRACK MAP
NEW YORK CENTRAL RAILROAD
WEST BUFFALO
PREPARED BY
THE NEW YORK CENTRAL RAILROAD CO





1	2	3	4	5	6	19	20	21
7	8	9	10	11	12	PAGE LOCATOR		
13	14	15	16					
17	18							



SUPERSEDED
 THIS MAP HAS BEEN SUPERSEDED.
 IT SHOULD NO LONGER BE USED.
 PLEASE REFER TO LATEST CITY MAP.
 1924

RIGHT-OF-WAY AND TRACK MAP
 NEW YORK CENTRAL RAILROAD
 WEST OF BUFFALO
 THE NEW YORK CENTRAL RAILROAD CO.
 1924

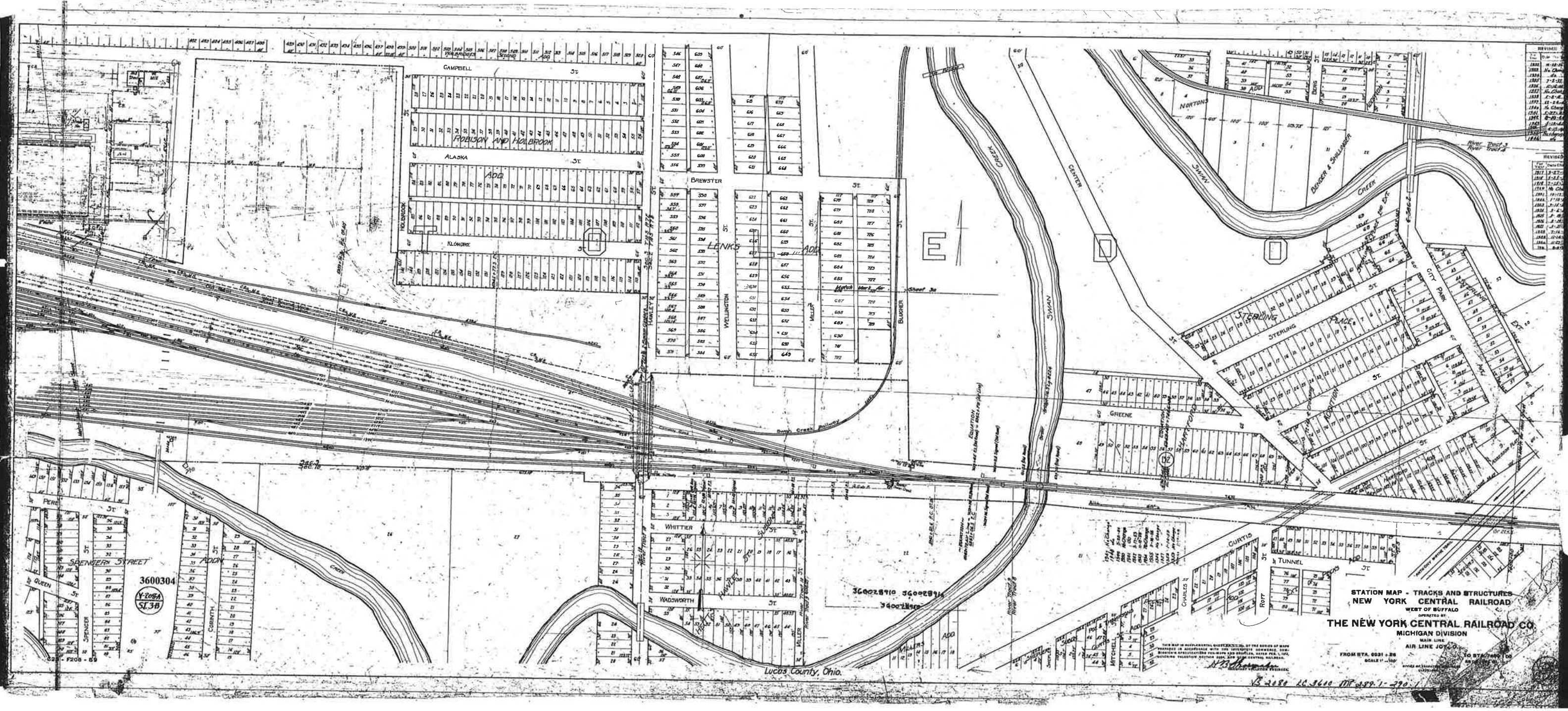
3600195

Sheet 3 & 37.54

Q20 FROM 818

670	728
671	729
672	730
673	731
674	732
675	733
676	734
677	735
678	736
679	737
680	738
681	739
682	740
683	741
684	742
685	743
686	744
687	745
688	746
689	747
690	748
691	749
692	750
693	751
694	752
695	753
696	754
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700	758

701	759
702	760
703	761
704	762
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719	777
720	778
721	779
722	780
723	781
724	782
725	783
726	784
727	785
728	786
729	787
730	788
731	789
732	790
733	791
734	792
735	793
736	794
737	795
738	796
739	797
740	798
741	799
742	800
743	801
744	802
745	803
746	804
747	805
748	806
749	807
750	808
751	809
752	810
753	811
754	812
755	813
756	814
757	815
758	816
759	817
760	818
761	819
762	820
763	821
764	822
765	823
766	824
767	825
768	826
769	827
770	828
771	829
772	830
773	831
774	832
775	833
776	834
777	835
778	836
779	837
780	838
781	839
782	840
783	841
784	842
785	843
786	844
787	845
788	846
789	847
790	848
791	849
792	850
793	851
794	852
795	853
796	854
797	855
798	856
799	857
800	858



REVISIONS

1	1911	1-1-11	1-1-11
2	1912	1-1-12	1-1-12
3	1913	1-1-13	1-1-13
4	1914	1-1-14	1-1-14
5	1915	1-1-15	1-1-15
6	1916	1-1-16	1-1-16
7	1917	1-1-17	1-1-17
8	1918	1-1-18	1-1-18
9	1919	1-1-19	1-1-19
10	1920	1-1-20	1-1-20
11	1921	1-1-21	1-1-21
12	1922	1-1-22	1-1-22
13	1923	1-1-23	1-1-23
14	1924	1-1-24	1-1-24
15	1925	1-1-25	1-1-25
16	1926	1-1-26	1-1-26
17	1927	1-1-27	1-1-27
18	1928	1-1-28	1-1-28
19	1929	1-1-29	1-1-29
20	1930	1-1-30	1-1-30

STATION MAP - TRACKS AND STRUCTURES
 NEW YORK CENTRAL RAILROAD
 WEST OF BUFFALO
 OPERATED BY
THE NEW YORK CENTRAL RAILROAD CO.
 MICHIGAN DIVISION
 MAIN LINE
 AIR LINE JOINT

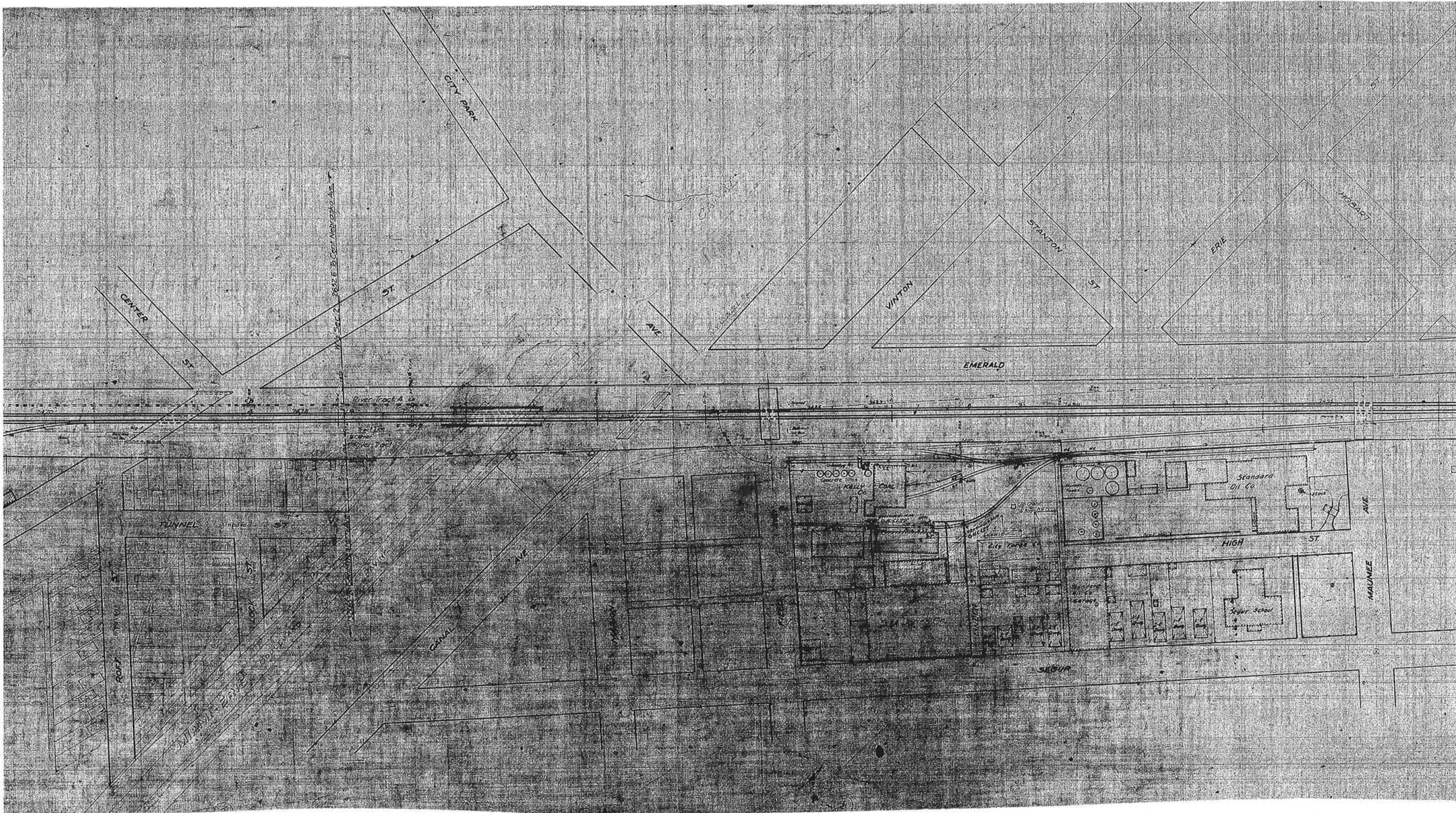
FROM STA. 0531 + 25 TO STA. 7000 + 00
 SCALE 1" = 100'

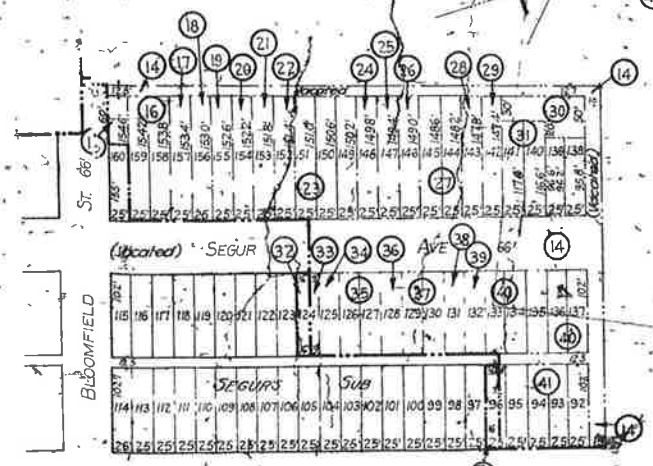
13-2080 20-3610 MP 1-290

3600304
 Y-208A
 S1.3B

36002870 36002891
 36002890

Lucas County, Ohio.

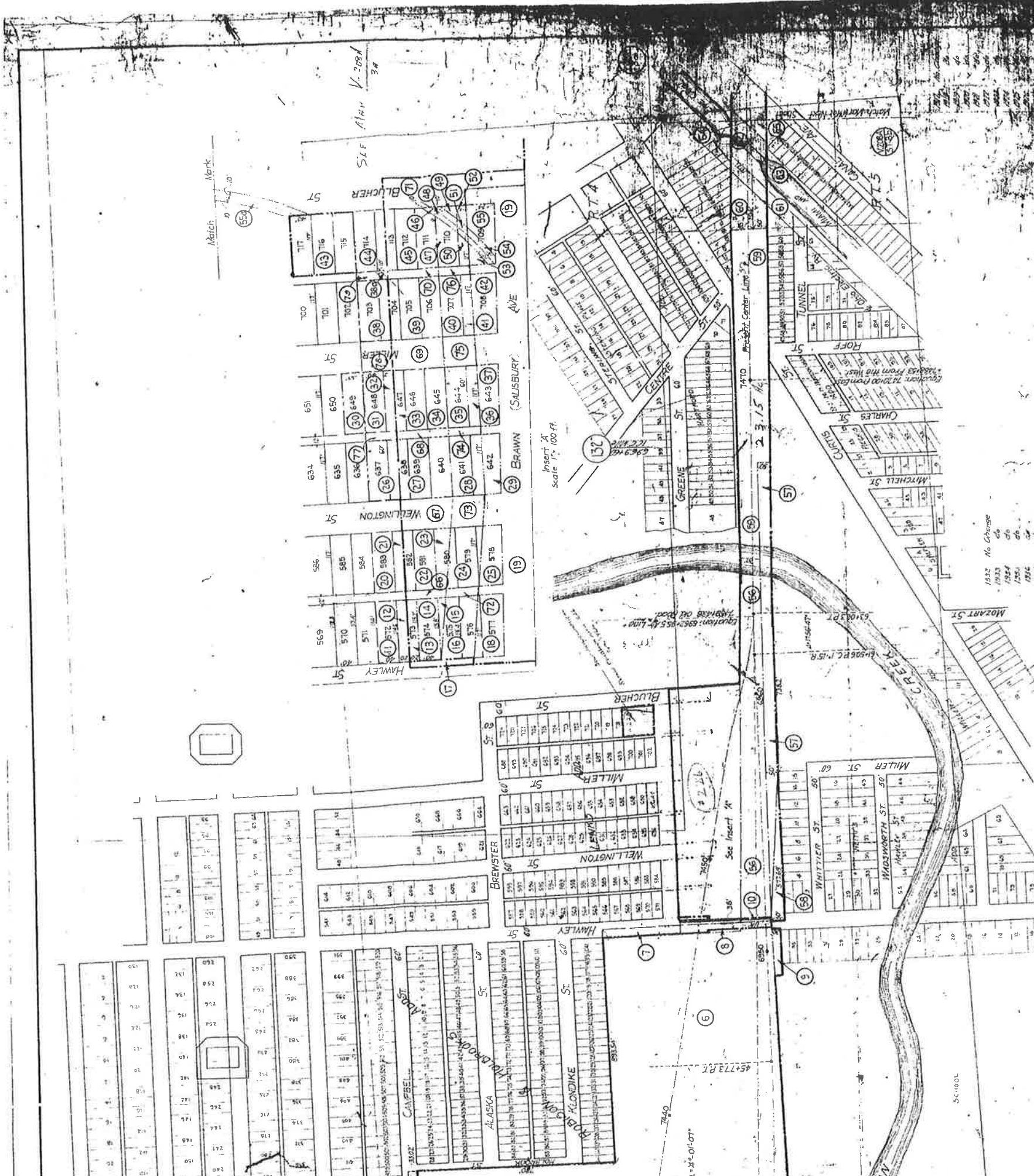




Insert 'A'
Scale 1" = 100'

Note:
Right of Way fenced on left from Sta 750+10 to Sta 756+75. On right from Sta 7505+90 to Sta. 75+42

OLE



RIGHT-OF-WAY AND TRACK MAP
 NEW YORK CENTRAL RAILROAD

THE NEW YORK CENTRAL RAILROAD
 WHEATLAND STATION
 AIR LINE ST.

1932 No Change

1933	do
1934	do
1935	do
1936	do
1937	do
1938	do
1939	do
1940	do
1941	do
1942	do
1943	do
1944	do
1945	do
1946	do
1947	do
1948	do
1949	do
1950	do
1951	do
1952	do
1953	do

Note: Right of Way Revised on Right from Sta. 682+21 to Sta. 692+65. From Sta. 695+04 to Sta. 695+68 from Sta. 695+52 to Sta. 700+88.
 Note: For remainder of fence see S.T. Sheets.

1947 No Change
 1948 do
 1949 do
 1950 do
 1951 do
 1952 do
 1953 do

THIS MAP IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE DESIGNER'S RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION HEREON IS LIMITED TO THE INFORMATION PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

Match
 1/4" = 10'

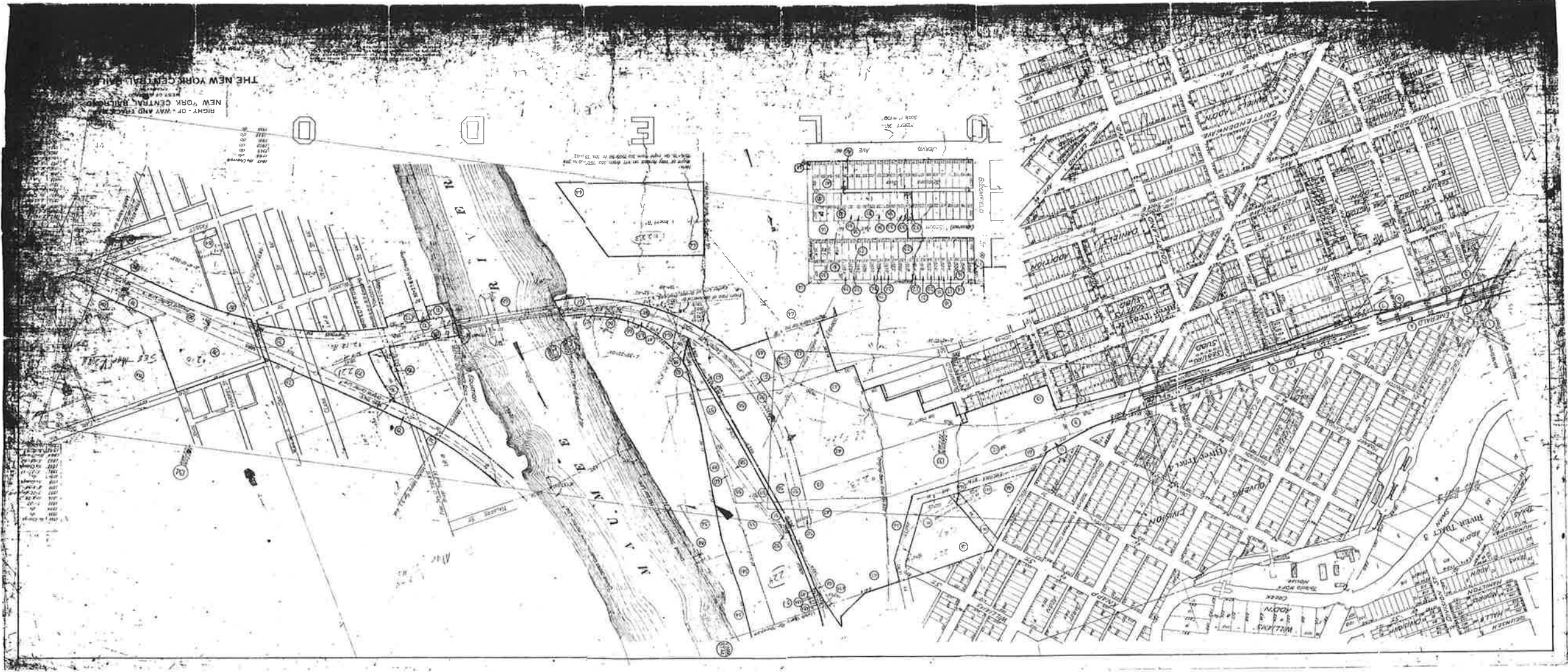
Insert A
 Scale 1" = 100 ft.

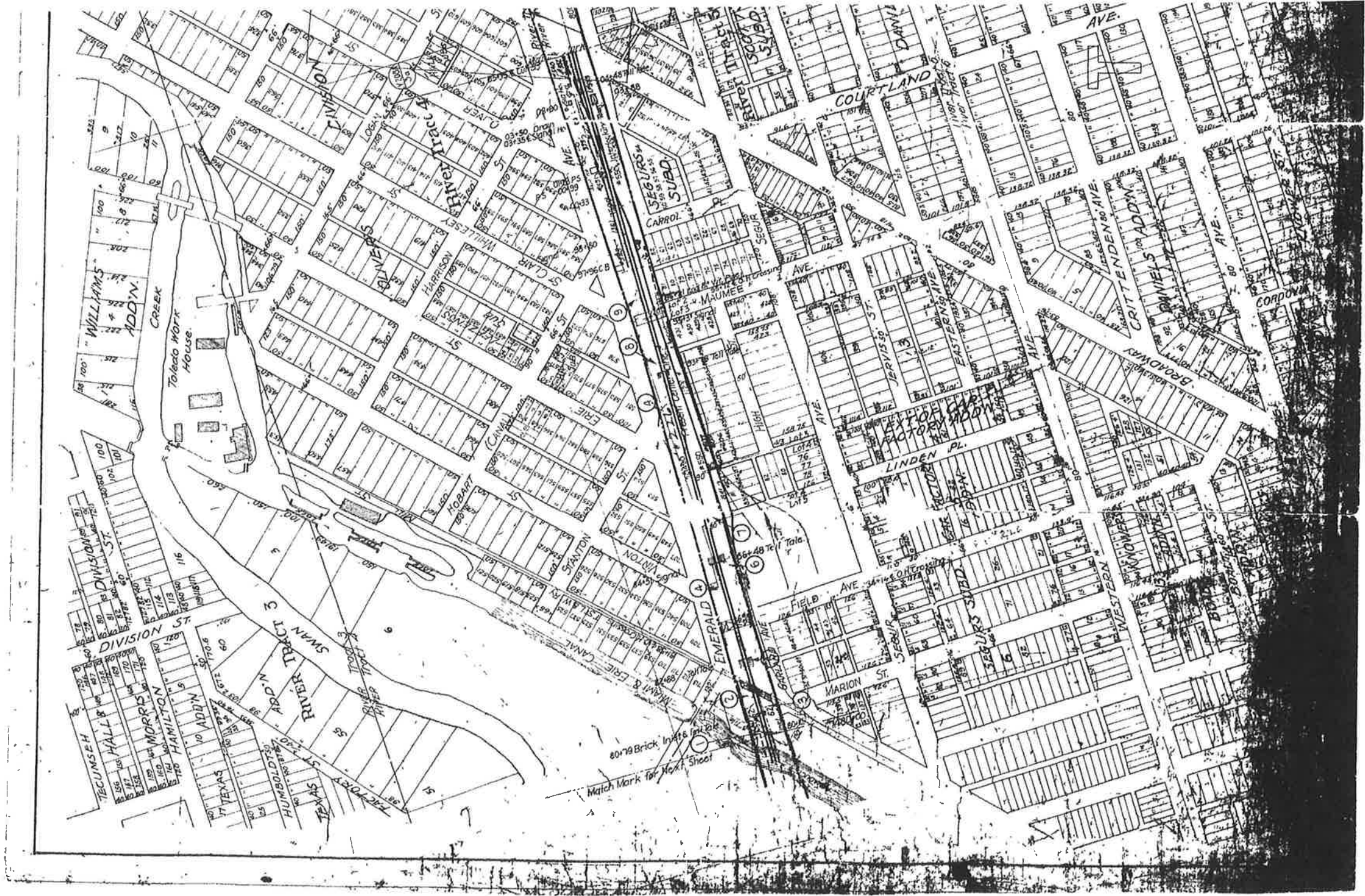
SELF
 AIR V. 208A
 3/4"

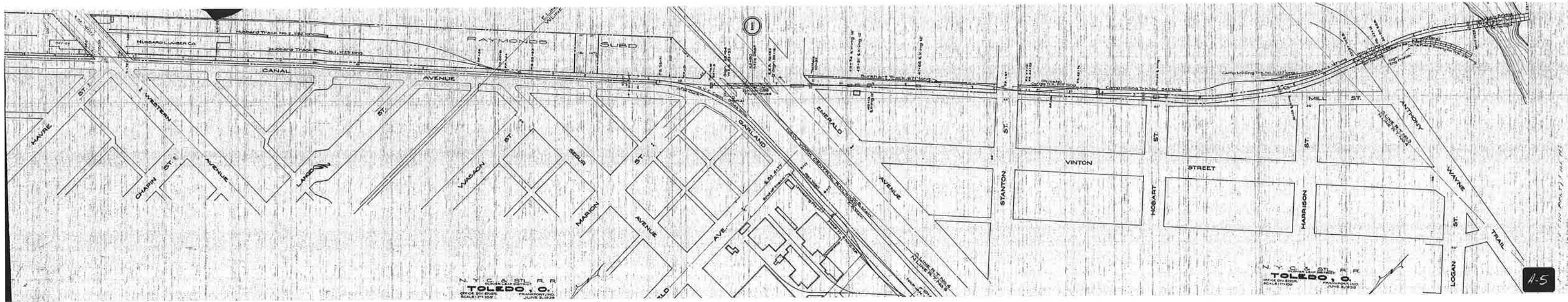
ALASKA
 HAWLEY ST
 BREWSTER ST
 MILLER ST
 WELINGTON ST
 MILLER ST
 HADSWORTH ST
 WHITTIER ST
 HAWLEY ST
 HADSWORTH ST
 WHITTIER ST
 MILLER ST
 HADSWORTH ST
 WHITTIER ST

FROM ST. 6970

SCALE







N.Y.C. & ST. P.R. R.R.
TOLEDO, O.
OFFICE 307 BLDG.
SCALE 1"=100'

N.Y.C. & ST. P.R. R.R.
TOLEDO, O.
OFFICE 307 BLDG.
SCALE 1"=100'

1-5



STANTON

ST.

P.E. + 97

66'

66'

SLINE R.T. No 4
NKPLN
NKPLN

EMERALD
AVENUE

49+13
& x-ing 12'

49+74 & x-ing 12'
49+51 & x-ing 12'

Telitale
50+92

Burkhart Track, 671' long

47+65 & x-ing 12'

EMERALD

NEW YORK CENTRAL RAILROAD
K.B. MAIN
E.L.B. MAIN

S.T.
Ret. Wall

End of track
ESt 4+77

E.L.B. 52+22
Signal 52+15

Mile Post
52+80



Signal 52+64
W.E.S. 53+53

Telitale
54+115

N.Y.C. Conn. 91+15
13' 36" Curb

P.S. 55+71

Subd.

1470

146

SEGUR

MARION

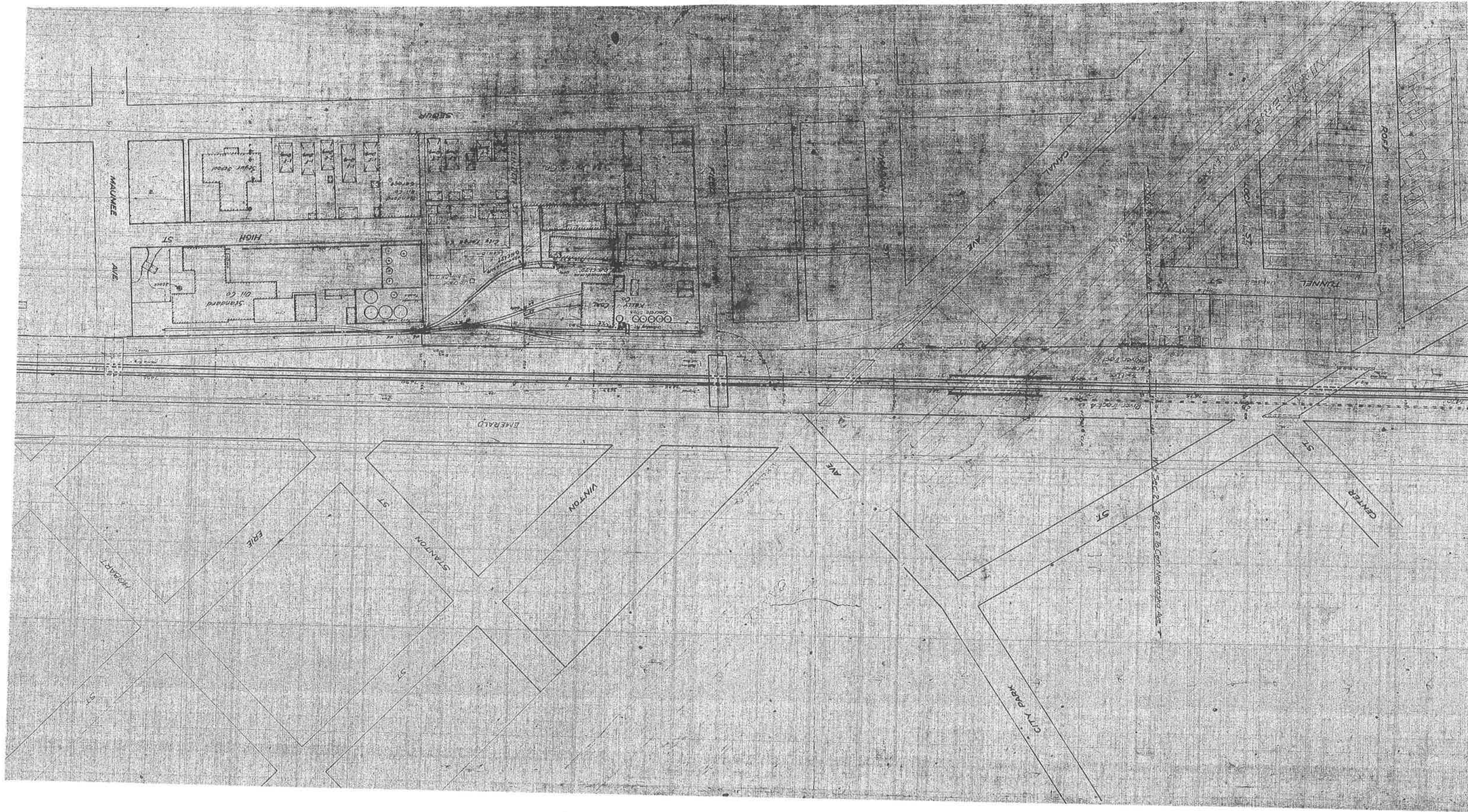
AVENUE

ST.

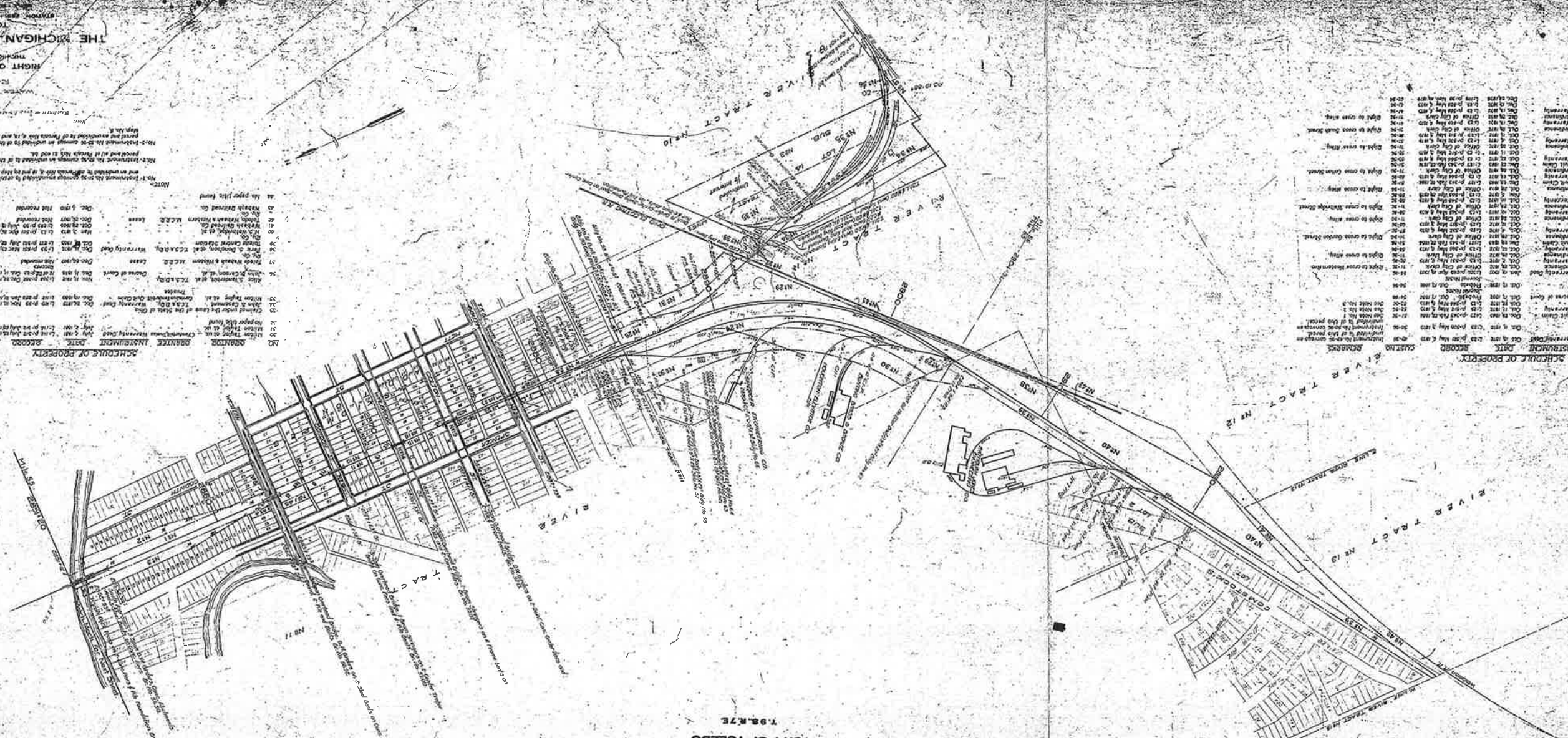
GARLAND

3
AVE.

FLD



LUCAS CO. OHIO
CITY OF TOLEDO
T. 98. N. 7 E.



THE MICHIGAN CENTRAL RAILROAD CO.
TOLEDO BRANCH
RIGHT OF WAY & TRACK MAP
WATER, EARTH, DEPT. PLANS
NOT TO SCALE

NOTE: The right of way for the Michigan Central Railroad is shown by a double line. The tracks are shown by a single line. The street names are shown by a single line. The lot numbers are shown by a single line. The River is shown by a wavy line. The City of Toledo is shown by a grid of streets.

AGENDA OF PROPERTY

NO.	AGENTS	QUANTITIES	INSTRUMENT	DATE	RECORD	CUSTOM	REMARKS
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

AGENDA OF PROPERTY

NO.	AGENTS	QUANTITIES	INSTRUMENT	DATE	RECORD	CUSTOM	REMARKS
1							
2							
3							
4							
5							
6							
7							
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9							
10							
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12							
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17							
18							
19							
20							

ST 40

ST 40

C-20-F208-S15

3600305

360028810

VS 2088 AT 3628 NEW YORK CENTRAL RAILROAD CO. - 288-9

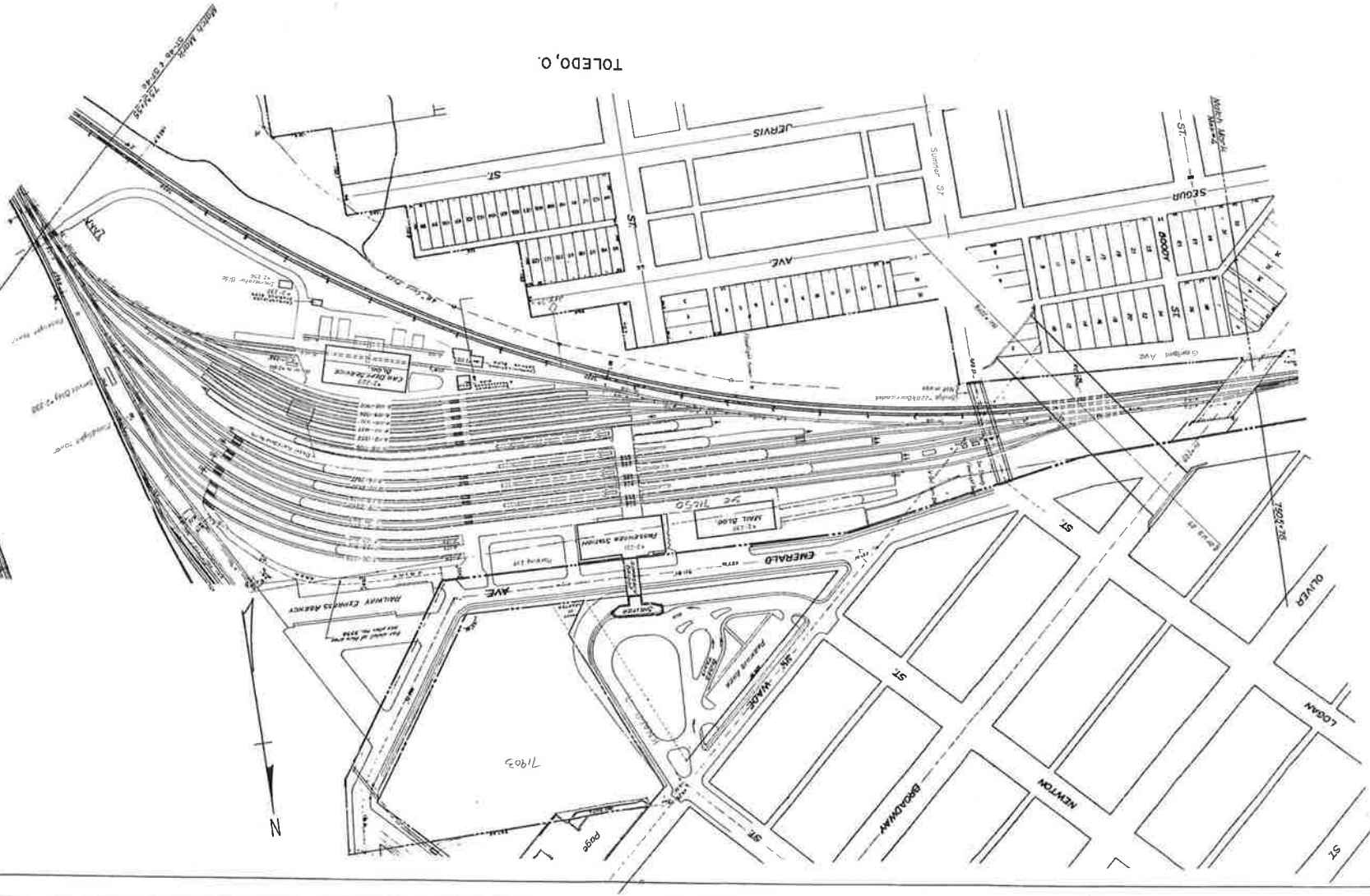
STATION MAP - TRACKS AND STRUCTURES
 NEW YORK CENTRAL RAILROAD
 WEST OF BUFFALO
 THE NEW YORK CENTRAL RAILROAD CO.
 TOLEDO DIVISION
 MAIN LINE
 FROM STA. 7808+78
 TO STA. 7801+00
 AS OF SEPTEMBER 1935
 OFFICE OF ASSISTANT VICE-PRESIDENT ENGINEER
 CLEVELAND, O.

GENERAL ENGINEER
 NEW YORK CENTRAL RAILROAD COMPANY
 I HEREBY CERTIFY THAT THIS IS A CORRECT
 MAP DRAWN FROM THE RECORDS OF THE
 NEW YORK CENTRAL RAILROAD COMPANY

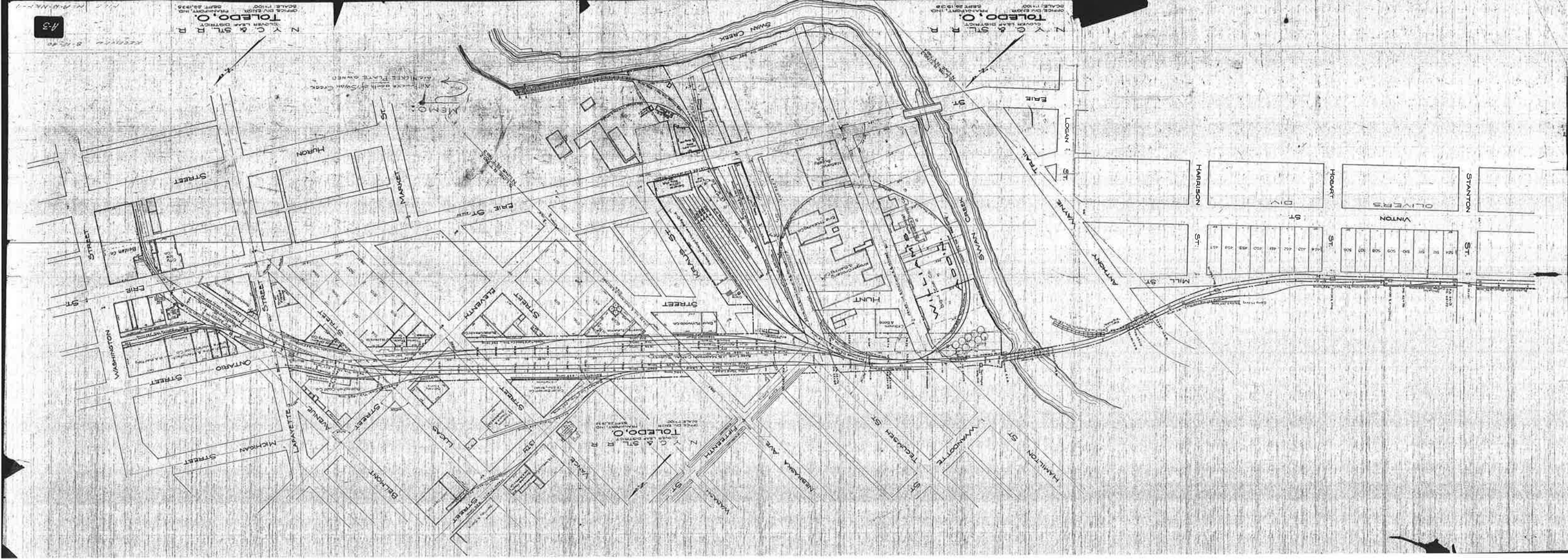
1935 Chicago
 1931 St. Louis
 1928 St. Paul
 1925 St. Paul
 1922 St. Paul
 1919 St. Paul
 1916 St. Paul
 1913 St. Paul
 1910 St. Paul
 1907 St. Paul
 1904 St. Paul
 1901 St. Paul
 1898 St. Paul
 1895 St. Paul
 1892 St. Paul
 1889 St. Paul
 1886 St. Paul
 1883 St. Paul
 1880 St. Paul
 1877 St. Paul
 1874 St. Paul
 1871 St. Paul
 1868 St. Paul
 1865 St. Paul
 1862 St. Paul
 1859 St. Paul
 1856 St. Paul
 1853 St. Paul
 1850 St. Paul
 1847 St. Paul
 1844 St. Paul
 1841 St. Paul
 1838 St. Paul
 1835 St. Paul
 1832 St. Paul
 1829 St. Paul
 1826 St. Paul
 1823 St. Paul
 1820 St. Paul
 1817 St. Paul
 1814 St. Paul
 1811 St. Paul
 1808 St. Paul
 1805 St. Paul
 1802 St. Paul
 1799 St. Paul
 1796 St. Paul
 1793 St. Paul
 1790 St. Paul
 1787 St. Paul
 1784 St. Paul
 1781 St. Paul
 1778 St. Paul
 1775 St. Paul
 1772 St. Paul
 1769 St. Paul
 1766 St. Paul
 1763 St. Paul
 1760 St. Paul
 1757 St. Paul
 1754 St. Paul
 1751 St. Paul
 1748 St. Paul
 1745 St. Paul
 1742 St. Paul
 1739 St. Paul
 1736 St. Paul
 1733 St. Paul
 1730 St. Paul
 1727 St. Paul
 1724 St. Paul
 1721 St. Paul
 1718 St. Paul
 1715 St. Paul
 1712 St. Paul
 1709 St. Paul
 1706 St. Paul
 1703 St. Paul
 1700 St. Paul
 1697 St. Paul
 1694 St. Paul
 1691 St. Paul
 1688 St. Paul
 1685 St. Paul
 1682 St. Paul
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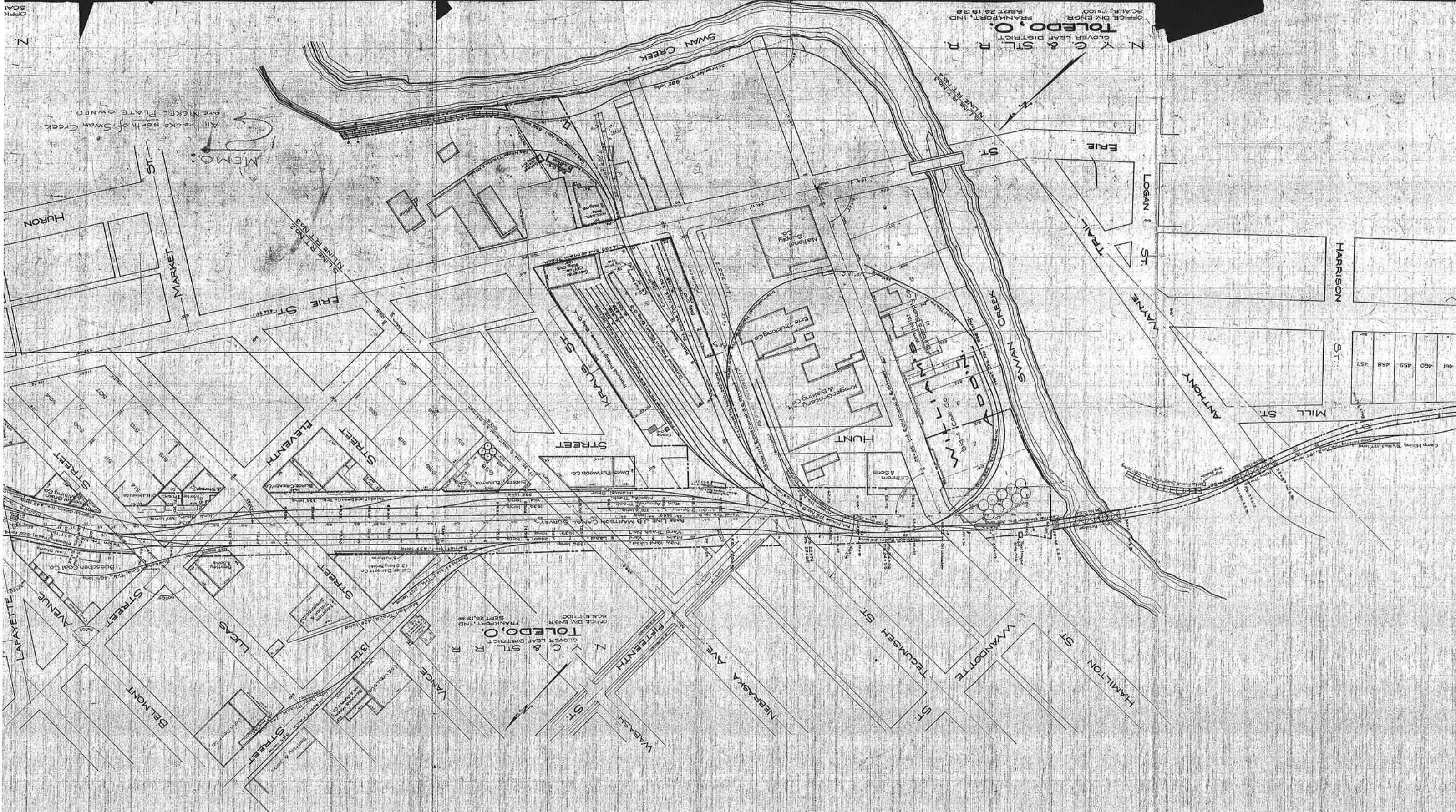
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OFFICE
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MEMO:
All blocks north of Swan Creek
owned by NICKEL PLATE OWNER.

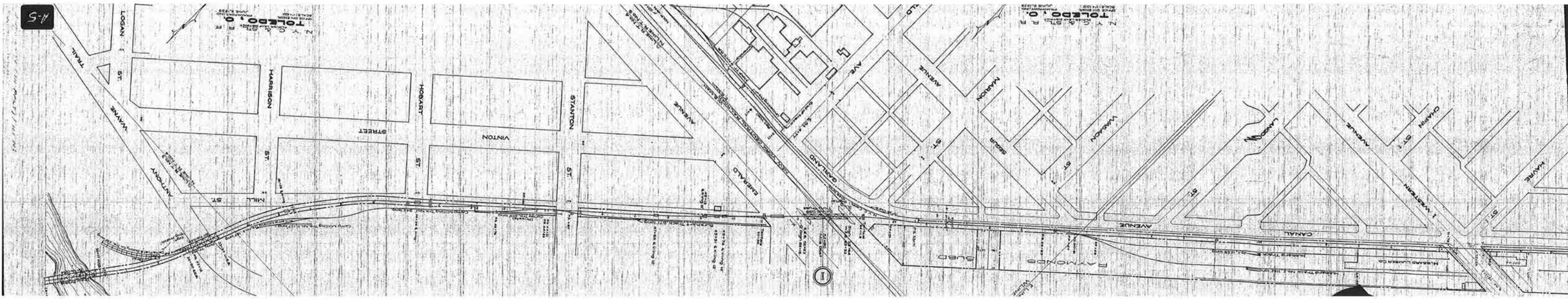


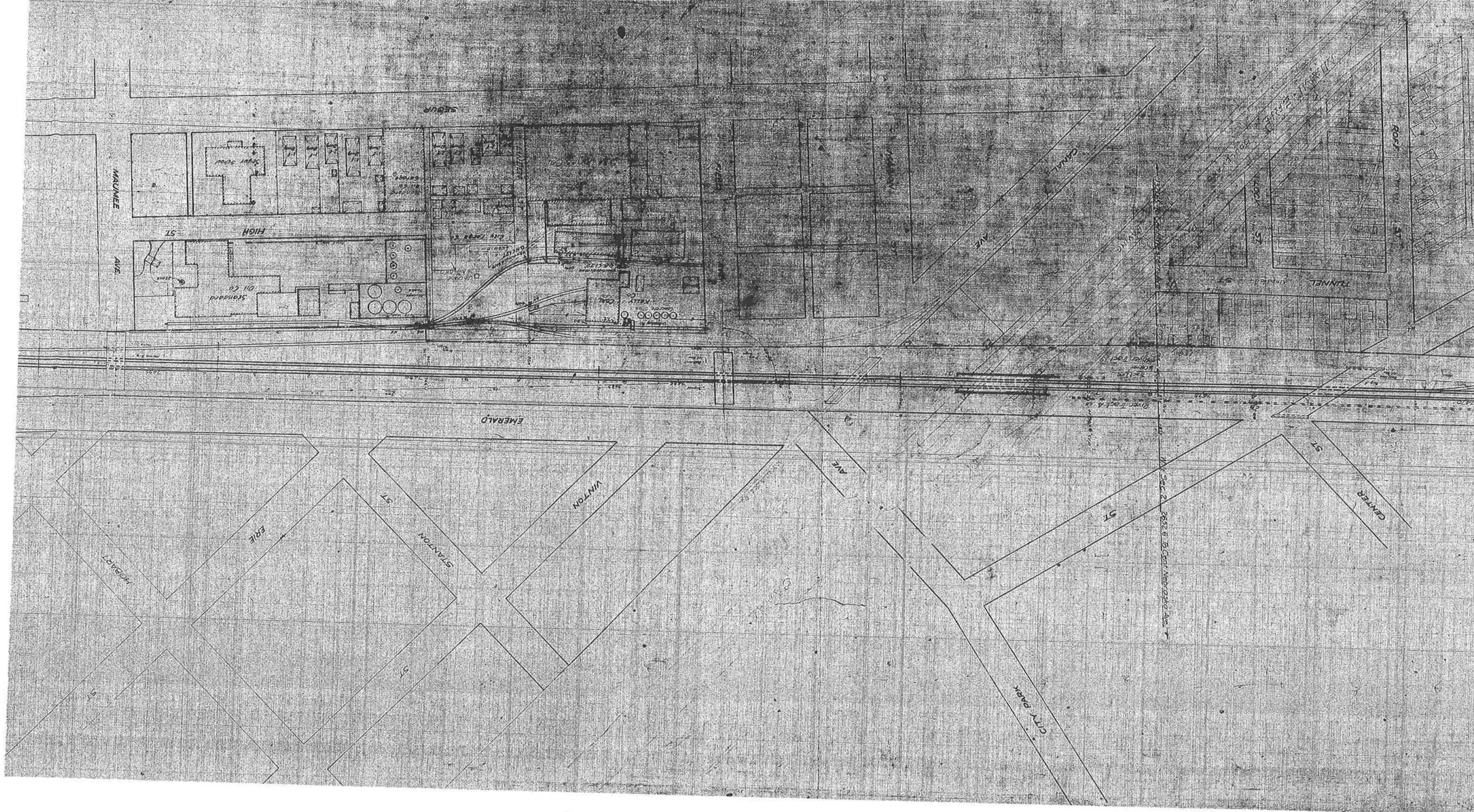
TOLEDO, O.
CLOVER LEAF DISTRICT
N. Y. C. & ST. L. R. R.
FRANKFORD, IND.
OFFICE DIV. ENGR.
SCALE: 1"=100'
SEPT. 25, 1938

TOLEDO, O.
CLOVER LEAF DISTRICT
N. Y. C. & ST. L. R. R.
FRANKFORD, IND.
OFFICE DIV. ENGR.
SCALE: 1"=100'
SEPT. 25, 1938

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EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That FENN CENTRAL COMPANY, a corporation, successor by merger to The New York Central Railroad Company, the Grantor, for and in consideration of the sum of EIGHT HUNDRED FIFTY DOLLARS (\$850.00), received to its full satisfaction of the STATE OF OHIO, the Grantee, does hereby grant unto the said Grantee, its successors and assigns, certain easements for the highway improvement known as U. S. Route 24, Section 24.30 (Anthony Wayne Trail), as shown on the approved plans for said project entitled "State of Ohio, Department of Highways, LUC-24-24.30, Lucas County, Grade Separation with The New York Central Railroad Company", to wit:

F I R S T

A perpetual easement for the piers and footings required for said highway improvement as shown on said approved plans, said easement being in and upon land indicated as Parcel 4 on said plans, situated in the City of Toledo, County of Lucas, State of Ohio, and being a part of River Tract 4, Township 3, United States Reserve, described as follows:

Parcel 4

Commencing at a brass plate monument, the same being the point of intersection of the centerline of right of way of City Park Avenue and the Buchanan transit line per Campbell's re-survey, said transit line being a survey line for the Miami and Erie Canal and being the base line for the U. S. Route 24 (Anthony Wayne Trail) property lines; thence South 50° 23' 50" West along the "old spoil bank line" of the Miami and Erie Canal, a distance of 99.96 feet to a point, said point being on the southeasterly property line of U.S. Route 24 and said "old spoil bank line"; a distance of 65 feet to a point, said point being a corner of the Grantor's property; thence continuing South 41° 04' 50" West along said southeasterly property line of U.S. Route 24, the same being a northwesterly property line of the Grantor, a distance of 54.27 feet to a point, said point being 23.40 feet left of Valuation Survey Station 7480+08.69 of the railroad of the Grantor herein, as determined by a survey made in 1964 for the Ohio Department of Highways, said point also being the principal point of beginning; thence South 87° 56' 12" East a distance of 11.49 feet to a point 13.40 feet left of Valuation Survey Station 7480+20.18; thence South 02° 03' 48" West a distance of 7.37 feet to a point 16.03 feet left of Valuation Survey Station 7480+20.18; thence South 87° 56' 12" East a distance of 8.50 feet to a point 16.03 feet left of Valuation Survey Station 7480+28.68; thence South 02° 03' 48" West a distance of 8.63 feet to a point 7.40 feet left of Valuation Survey Station 7480+28.68; thence North 87° 56' 12" West a distance of 32.95 feet to a point 7.40 feet left of Valuation Survey Station 7479+95.73, said point being on the Grantor's said northwesterly property line and also on the said southeasterly property line of U.S. Route 24; thence North 41° 04' 50" East along said northwesterly property line of the Grantor, the same being the southeasterly property line of U. S. Route 24, and said "old spoil bank line," a distance of 20.59 feet to the principal point of beginning, and containing 361 square feet, more or less, according to survey made by the Ohio Department of Highways.

S E C O N D

A perpetual easement for highway slope purposes required for said highway improvement, as shown on said approved plans, said easement being in and upon

TRANSFER NOT NECESSARY
IN COMPLIANCE WITH SEC 319.202 R. C.
WILLIAM C. GALVIN, AUDITOR
BY JAN 20 1969

TRANSFER NOT NECESSARY
IN COMPLIANCE WITH SEC 319.202 R. C.
WILLIAM C. GALVIN, AUDITOR
BY JAN 20 1969

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land indicated as Parcel 4-SL on said plans, situated in the City of Toledo, County of Lucas, State of Ohio, and being a part of River Tract 4, Township 3, United States Reserve, described as follows:

Parcel 4-SL

Commencing at a brass plate monument, the same being the point of intersection of the centerline of right of way of City Park Avenue and the Buchanan transit line per Campbell's re-survey, said transit line being a survey line for the Miami and Erie Canal and being the base line for the U. S. Route 24 (Anthony Jayne Trail) property lines; thence South 50° 23' 50" West along the "old spoil bank line" of the Miami and Erie Canal, a distance of 99.96 feet to a point, said point being on the southeasterly property line of U. S. Route 24; thence South 41° 04' 50" West along said southeasterly property line of U. S. Route 24 and the said "old spoil bank line," a distance of 65 feet to a point, said point being a corner of the Grantor's property and being 65.56 feet left of Valuation Survey Station 7480+42.86 of the railroad of the Grantor herein, as determined by a survey made in 1964 for the Ohio Department of Highways, said point also being the principal point of beginning; thence South 11° 01' 42" West a distance of 58.88 feet to a point 7.40 feet left of Valuation Survey Station 7480+33.68; thence North 87° 56' 12" West a distance of 5.00 feet to a point 7.40 feet left of Valuation Survey Station 7480+28.68; thence North 02° 03' 48" East a distance of 8.63 feet to a point 16.03 feet left of Valuation Survey Station 7480+28.68; thence North 87° 56' 12" West a distance of 8.50 feet to a point 16.03 feet left of Valuation Survey Station 7480+20.18; thence North 02° 03' 48" East a distance of 7.37 feet to a point 23.40 feet left of Valuation Survey Station 7480+20.18; thence North 87° 56' 12" West a distance of 11.49 feet to a point 23.40 feet left of Valuation Survey Station 7480+08.69, said point being on the said southeasterly property line of U.S. Route 24 and also being on the Grantor's northwesterly property line; thence North 41° 04' 50" East along the said southeasterly property line of U. S. Route 24, the same being the Grantor's northwesterly property line and the said "old spoil bank line", a distance of 54.27 feet to the principal point of beginning, and containing 743 square feet, more or less, according to survey made by the Ohio Department of Highways.

The easements herein granted are subject to the railroad and facilities of the Grantor herein located on the lands hereinabove described, and other occupancies, if any; and the Grantor herein reserves for itself and its successors and assigns the right to use said lands, or any part or parts thereof, for railroad purposes and also for all other purposes which are not inconsistent with or which do not interfere with or impair the rights herein granted.

As a further consideration for the easements herein granted and by the acceptance of this instrument, the Grantee herein, for itself and its successors and assigns, hereby covenants and agrees with the Grantor herein, its successors and assigns, that:

- (a) Said highway improvement shall be constructed, maintained, repaired, renewed and reconstructed, in accordance with the provisions of that certain Agreement between The New York Central Railroad Company and the Grantee herein dated January 31, 1968, and the plans and specifications for said project referred to in said Agreement, which Agreement, plans and specifications are on file in the respective offices of the parties hereto.

(b) If at any time the rights herein granted or any part or parts thereof shall cease to be used for the purposes for which granted, the same shall terminate upon proper action of the Grantee herein, its successors or assigns, as now or hereafter provided by law.

TO HAVE AND TO HOLD the easements herein granted unto the said Grantee, its successors and assigns, for the uses and purposes aforesaid.

IN WITNESS WHEREOF, the said Grantor has hereunto caused its corporate name and seal to be signed and affixed by its proper officers, thereunto duly authorized, this 31st day of October, A.D. 1968.

Signed, sealed and acknowledged in the presence of:

PENN CENTRAL COMPANY

W. A. Schmeidler

By [Signature]
Vice President

[Signature]

Attest [Signature]
Secretary

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF PHILADELPHIA)

BEFORE ME, the subscriber, a Notary Public in and for said County and State, personally appeared the above named S. H. HELLENBRAND and [Signature], to me known and known to me to be the Vice President and Secretary, respectively of said PENN CENTRAL COMPANY, who acknowledged that they did as such officers hereunto affix the corporate name and seal of said Company, being thereunto duly authorized, and that the same is their free act and deed and the free act and deed of said Company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at PHILADELPHIA, PENNSYLVANIA, this 31st day of October, A. D. 1968.

William J. O'Neill
WILLIAM J. O'NEILL
Notary Public, Philadelphia, Philadelphia Co.,
My Commission Expires June 26, 1972

RECEIVED & RECORDED
AT 1:28 P.M.
JAN 20 1969

Gerald J. Cullen
RECORDED, LUCAS COUNTY, OHIO

BOOK 1955 PAGE 55

IN THE MATTER OF THE WIDENING OF
THE EXISTING GRADE SEPARATION
STRUCTURE OVER THE TRACKS OF THE
NEW YORK CENTRAL RAILROAD COMPANY
ON THE ANTHONY WAYNE TRAIL, STATE
ROUTE NO. U.S. 24 AT A POINT BETWEEN
CURTIS STREET AND FIELD AVENUE IN
THE CITY OF TOLEDO, LUCAS COUNTY,
OHIO.

AGREEMENT NO. 1245

A G R E E M E N T

THIS AGREEMENT, made this 31st day of January 1968, between the State of Ohio, acting by and through the Director of Highways of the State of Ohio, as First Party, hereinafter referred to as the STATE and The New York Central Railroad Company, as Second Party, hereinafter referred to as the COMPANY.

WITNESSETH:

WHEREAS, existing State Route No. U.S. 24, the Anthony Wayne Trail, now crosses the tracks of the COMPANY at a point between Curtis Street and Field Avenue in the City of Toledo, Lucas County, Ohio, by means of Bridge No. LUC-24-2441, and

WHEREAS, the STATE now proposes to widen the existing structure to provide additional traffic lanes. Said reconstruction hereinafter referred to as the PROJECT, and

WHEREAS, under such conditions, Chapter 5523 of the Revised Code of Ohio and other grade crossing elimination laws of the State of Ohio do not apply to the PROJECT herein considered, and

WHEREAS, the Director of Highways of the State of Ohio is empowered generally by Chapter 5501 of the Revised Code of Ohio to carry forward highway improvements of the type herein contemplated, and

WHEREAS, the Federal Aid Highway Act of 1956, as amended, and Section 5531.03 of the Revised Code of Ohio, have become effective providing funds for the construction costs of projects, such as is contemplated herein, and

WHEREAS, it is desired by the parties hereto to carry out and accomplish the separation of grades of the said proposed crossing with the tracks of the COMPANY at the point hereinbefore mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties respectively and the proportion of costs and expenses to be paid by each of said parties and the mode and time of payment therefor.

IN WITNESS WHEREOF, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

ARTICLE I.

The plans of the STATE for the said improvement are identified by title as follows:

State of Ohio, Department of Highways, LUC-24-24.30, Lucas County, Grade Separation with The New York Central Railroad Company and known as Federal Aid Project No.

3-7-60
1-10-61

Before this agreement shall be in force and effect, the foregoing plans shall meet the approval of the parties hereto, and upon such approval shall become a part of this agreement by reference.

SECTION 2.

The work to be done under this agreement and shown on the plans described under SECTION 1 of this agreement consists of the widening of Bridge No. LUC-24-2441 over the tracks of the COMPANY and the necessary approaches thereto.

Said work will consist of the widening of the existing structure on the north and south sides with a steel beam superstructure and reinforced concrete deck supported by a reinforced concrete substructure. The reconstruction of the structure will provide an additional roadway width of about 42'-0" with a monolithic concrete wearing surface. The structure will span the existing tracks of the COMPANY providing a minimum vertical clearance of 21'-8" above top of rails and a minimum horizontal clearance of 8'-4" from centerline of track to near face of pier.

It is understood that temporary minimum construction clearances of 19'-0" vertically from top of rails and 8'-0" horizontally from centerline of track will be permitted by the COMPANY, but the STATE shall secure the consent of the Public Utilities Commission of the State of Ohio to such restricted clearances.

The construction of the highway and the necessary earth work to effect the clearances shown above, the grading, draining and paving of the highway, the seeding and planting of slopes, the construction of highway guard rails, the settlement of claims for property purchased, appropriated and damaged by such construction, and the maintenance of railroad traffic and rearrangement and restoration of railroad facilities made necessary by the work herein contemplated, shall be considered as necessary items to be included as part of this improvement.

SECTION 3.

Responsibility for the several necessary items of work shall be as follows:

- (a) The following items shall be let in contract by the STATE after competitive bidding as provided by law, at PROJECT expense, subject to the provisions of this agreement:
- (1) Grading, draining and paving the highway, including constructing any necessary side drives and approaches.
 - (2) Sodding, seeding and planting of slopes.
 - (3) Erecting necessary highway guard rails.
 - (4) Reconstruction of reinforced concrete substructure, including excavation, piling and backfill therefor.
 - (5) Reconstruction of steel beam superstructure with reinforced concrete deck and monolithic concrete wearing surface.
- (b) The following items shall be done or caused to be done by the COMPANY with its own forces, at PROJECT expense, subject to the provisions of this agreement:
- (1) Changes in communication and signal lines, interlocking and signal apparatus.
 - (2) Provision of switchtenders, flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operations as may be necessary

in connection with the work performed by the COMPANY'S forces.

SECTION 4.

Any work not specifically provided for in SECTION 3 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work, as provided for by the rules and regulations of the Bureau of Public Roads as then in effect.

SECTION 5.

All work to be done by the COMPANY under the provisions of this agreement shall be done in accordance with the plans described in SECTION 1, together with such other plans and specifications detailed and supplementary thereto as may be mutually agreed upon and as may be necessary to carry out the work fully in accordance with the intent of this agreement and in accordance with good engineering practice. All work to be done by the STATE shall be done in accordance with said plans and under the standard and supplemental specifications of the Department of Highways in force on the date of the award of the contract, together with such special provisions as may be agreed upon by the parties hereto.

The STATE shall require its contractor to bear all costs of protecting railroad traffic made necessary or occasioned by his operations, as set forth in special provisions to be approved by the parties hereto, which are more specifically set forth in "Special Clauses in the Proposal" and which are included in this agreement by reference.

The COMPANY agrees to furnish the STATE'S contractor at said contractor's sole expense, and the STATE shall require its contractor to use, such switch-tenders, flagmen, telegraph operators, pilots, watchmen or other protective services and devices, other than engineering personnel, as in the opinion of the COMPANY are required to promote safety and insure continuity of railroad traffic during the contractor's operations.

The COMPANY agrees to bill the contractor promptly for such services and devices and further agrees to submit a complete and final bill within sixty (60) days after receipt of notice from the contractor that all operations requiring such services have been completed.

The STATE shall require its contractor to reimburse the COMPANY for such services and devices promptly on receipt of bills. The STATE agrees to withhold final payment to its contractor until the contractor has furnished the STATE a statement from the COMPANY that all bills chargeable hereunder to the contractor by the COMPANY have been paid.

SECTION 6.

The STATE shall have general charge of the engineering work on the PROJECT, but the COMPANY shall provide such engineering services as the STATE may require. Nothing herein shall deny the COMPANY the right to place inspectors on work being done on its property or facilities. Preliminary engineering costs incurred by the COMPANY subsequent to October 12, 1945 may be charged against the PROJECT.

Construction engineering and inspection costs incurred by the COMPANY subsequent to the award of a construction contract by the STATE may be charged against the PROJECT.

SECTION 7.

The COMPANY shall put in execution such "Slow Orders" as may be necessary to insure that work under this agreement with reasonable economy and dispatch. It is understood that no required speed of less than thirty (30) miles per hour

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is an unreasonable restriction of traffic. The STATE shall require its contractor at all times to use all reasonable care and diligence and to cooperate with the officials of the COMPANY in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of the COMPANY.

Any of the COMPANY'S equipment, such as work trains, locomotive cranes, cars or other rolling stock used on the work by the STATE'S contractor in carrying out his contract shall not be chargeable to the parties hereto, but the STATE shall require the contractor to bear the cost of the rental of such equipment as part of the contract price for the work.

SECTION 8.

It is understood that the construction costs of the PROJECT herein contemplated are to be financed from funds provided by the STATE and expended in accordance with Federal regulations, that all plans, specifications, estimates of costs, awards of contracts, acceptance of work and procedure in general will at all times conform to all Federal laws, rules, regulations, orders and approvals applying to a Federal Aid Project, and the STATE shall reimburse the COMPANY for construction costs and for preliminary and construction engineering costs in accordance with Policy and Procedure Memorandum 30-3 of the Bureau of Public Roads or any subsequent amendments thereto, in such amounts and forms as are proper and eligible for payment from Federal Aid highway funds. The COMPANY shall render its billings to the STATE in accordance with said rules and regulations, and further agree to provide and furnish such itemized records of, and substantiating data for such costs as may be necessary.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of the STATE, render it impracticable to utilize funds from the current appropriation for the construction of the PROJECT, then at any time before a construction contract is executed by the STATE, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon become null and void. The STATE shall reimburse the COMPANY for all costs and expenses incurred by it at the request of the STATE on account of the PROJECT, prior to such cancellation.

SECTION 9.

If at any time the STATE'S contractor requires a temporary crossing over the COMPANY'S tracks, the STATE shall require said contractor to arrange with the COMPANY for such crossing.

SECTION 10.

The STATE shall have charge of all disposition of property or property rights taken for the PROJECT whether purchased or appropriated, if any, and all damages to owners of abutting property or other property on account of the improvement herein contemplated. The cost of said property and property rights and damage to property shall be borne by the STATE.

The COMPANY agrees to grant insofar as it has the legal right to do so, to the STATE, at a price to be agreed upon or as may be judicially determined, an easement for highway purposes across its property, of sufficient width to permit construction and maintenance of the PROJECT. The STATE shall furnish plans and descriptions for such easement.

In case action involving said improvement is brought by or against either party hereto, said party shall promptly notify the other party of the pendency of such action.

SECTION 11.

The COMPANY may bill the STATE monthly for its force account work when costs exceed \$1,000. Progressive invoices may be submitted for work done during the previous month or period showing portion of estimated cost completed. Final bill showing actual cost of work and showing all details shall be submitted to the STATE within ninety (90) days after completion of said work. The STATE shall pay all bills within sixty (60) days after receipt thereof. The STATE may hold a retainer on all bills not to exceed eight percent (8%) until final payment. Final payment for all accounts due the COMPANY shall be paid by the STATE within sixty (60) days after final audit has been made and approved.

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SECTION 12.

Each party hereto waives, but only as against the other, any and all damages or right to claim damages to any of its property growing out of or in any way connected with the improvement herein contemplated, except as otherwise provided for in this agreement.

The STATE shall require of its contractor a bond, conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the STATE and the COMPANY and shall further require its contractor to take out before work is commenced, and keep in effect until work is completed and accepted, a policy of Public Liability and Property Damage Insurance in an insurance company authorized to do business in the State of Ohio, to protect the STATE and a like policy to protect the COMPANY against loss or damage to property and injury to or death of persons, and against all claims, demands, expenses, suits or judgments arising because of, or resulting from the operations of the contractor, his subcontractor, agents or employees, each such policy of insurance to provide for payment not to exceed the amount of \$500,000.00 for injury to or death of one person and \$1,000,000.00 for any one accident, and \$500,000.00 for property damage for any one accident, and with a total or aggregate property damage limit of \$1,000,000.00.

The above insurance provisions are more specifically set forth in "Special Clauses in the Proposal" which are included in this agreement by reference.

SECTION 13.

The work provided for in this agreement shall be commenced by the parties within thirty (30) days from the date on which this agreement becomes effective, the COMPANY has been notified by the STATE to proceed and all funds necessary therefor on the part of the STATE have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

Upon completion of the PROJECT herein contemplated the responsibility for maintenance shall be as follows:

- (a) When the public way passes over the tracks of the COMPANY by means of a highway overhead structure, the STATE shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of the bridge structure and surfaces, approach grades, and all other highway facilities constructed or changed under the terms of this agreement. The COMPANY shall, at its own cost and expense, maintain, repair and renew, all of its facilities constructed or changed under the terms of this agreement.
- (b) When the public way passes under the tracks of the COMPANY by means of a highway underpass structure, the COMPANY shall, at its own cost and expense, maintain, repair and renew the bridge drainage system, floor slab or plate including waterproofing, all track facilities including ballast and all other of its facilities constructed or changed under the terms of this agreement. The STATE shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of all other portions of the bridge and the highway approaches constructed or changed under the terms of this agreement. It is understood and agreed between the parties hereto, that all costs of protecting or maintaining railroad traffic made necessary by the ordinary maintenance or repair of the railroad structure shall be borne by the COMPANY.

The COMPANY shall have the right, to attach to the portion of said structure, where it crosses the property of the COMPANY, such signal, electric and communication wires as may be requisite or useful in the operation of the COMPANY, said attachments to be made and maintained by the COMPANY at its own expense. No such attachments shall be made without the approval of the Director of Highways of the State of Ohio.

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SECTION 14.

This agreement shall be for the benefit of the parties hereto only and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except the STATE and the COMPANY and the successors and assigns of the COMPANY.

SECTION 15.

The Bureau of Public Roads' Policy and Procedure Memorandum No. 21-10 classifies this PROJECT in Classification No. 2 resulting in no ascertainable benefits to the COMPANY. The Parties signatory to this agreement accept this classification as applicable in this instance. The COMPANY'S contribution shall be zero dollars.

The total cost of the construction work herein contemplated shall be borne by the STATE.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in duplicate as of the day and year first above written.

877

(SEAL)

Attest *William B. Saffer*
Secretary

THE STATE OF OHIO

By *T. H. Mastaler*
Director of Highways

(SEAL)

Attest *William B. Saffer*
SECRETARY

THE NEW YORK CENTRAL RAILROAD COMPANY

By *J. Sheehy*
Vice President

FILED
CED
E.H.G.
F.S.V.

APPROVED AS TO FORM
William B. Saffer
Attorney General

Date *February 14, 1968*

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NO. 154572

-: D E E D :-

KNOW ALL MEN BY THESE PRESENTS: That we, Frank J. Jerome and Lucy E. D. Jerome, husband and wife, the grantors, for and in consideration of the sum of One Dollar (\$1.00) received to our full satisfaction of The New York Central Railroad Company, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio, and other States, the grantees have given, granted, resigned, released and forever quit-claimed and do by these presents absolutely give, grant, resign, release and forever quit-claim unto the said grantee, its successors and assigns forever all such right and title as we, the said grantors, have or ought to have in and to the following described pieces or parcels of land, situated in the City of Toledo, County of Lucas and State of Ohio, to-wit:

All the following mentioned lots in the extension of Legur's Subdivision of lots eight (8) and nine (9) over tract five (5) United States Reserve of Twelve (12) Miles square at the foot of the Rapids of the Miami of Lake Erie, to-wit:

lots 92, 93, 94, 95 and 96, ^{and} being the same land which was conveyed to the grantor by deed from The Merchants & Clerks Savings Bank Company, dated March 16th, 1905, and recorded in Volume 298 page 109, but subject to the dedication by the grantor of the westerly 10 feet of said lot 96 for an alley on June 17th, 1906.

lots 133, 134, 135, 136, 137, 138, 139, 140, 141, 142 and 143 excepting the northerly 30 feet of lots 140 and 141 and the northerly 10 feet of lots 136 and 139, and being the same land which was conveyed to the grantor by deed from The Standard Oil Company, dated March 15th, 1896 and recorded in Volume 270, Page 454.

Lot 132 being the same land which was conveyed to the grantor by deed from The Ohio Realty Company, dated, March 16th, 1902, and recorded in Volume 296, Page 106.

Lot 131 being the same land which was conveyed to the grantor by deed from Amelia Brown et al, dated March 17th, 1905, and recorded in Volume 296, Page 199.

Lots 129 and 130 and being the same land which was conveyed to the grantor by deed from Harriet Garner et con., dated March 16th, 1900, and recorded in Volume 295, page 100.

Lot 128, being the same land which was conveyed to the grantor by deed from John J. Lingo, et al, dated April 16th, 1898, and recorded in Volume 280, page 130.

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Lots 125 and 127 and being the same land which was conveyed to the grantor by deed from Catherine Mack, et con., dated March 15th, 1905, and recorded in Volume 295, Page 580.

Lot 125 and 60 feet off the rear end of lot 160 and being the same land which was conveyed to the grantor by deed from Kate Murphy, et con., dated March 14th, 1905, and recorded in Volume 295, Page 580.

Lot 124 being the same land which was conveyed to the grantor by deed from Ann McCarthy et con., dated March 27th, 1905, and recorded in Volume 297, Page 585, but subject to the dedication by the grantor of the westerly 15 feet of said lot 124 for an alley on June 5th, 1905.

Lot 142 and being the same land which was conveyed to the grantor by deed from Dennis Brennan et ux., dated March 16th, 1905 and recorded in Volume 297, Page 544.

Lot 143 and being the same land which was conveyed to the grantor by deed from James McGurk et ux., dated March 15th, 1905 and recorded in Volume 295, Page 599.

Lot 146 and being the same land which was conveyed to the grantor by deed from Henry Buetle et ux., dated March 14th, 1905, and recorded in Volume 295, Page 579.

Lot 147 and being the same land which was conveyed to the grantor by deed from Margaret A. Stundon et con., dated March 14th, 1905, and recorded in Volume 295, Page 581.

Lot 148 and being the same land which was conveyed to the grantor by deed from Charles W. Woodoff, dated March 17th, 1905, and recorded in Volume 300, Page 194.

Lots 149, 150, 151, 158 and 159 and being the same land which was conveyed to the grantor by deed from Dennis McCarthy, dated April 1st, 1905, and recorded in Volume 300, Page 43.

Lot 152 and being the same land which was conveyed to the grantor by deed from Ellen McCarthy et con., dated March 30th, 1905, and recorded in Volume 297, Page 518.

Lot 153 and being the same land which was conveyed to the grantor by deed from Mary Stundon dated March 20th, 1905, and recorded in Volume 292, Page 198.

Lot 154 and being the same land which was conveyed to the grantor by deed from Charles Whalon, dated, March 15th, 1905, and recorded in Volume 297, Page 543.

Lot 155 and being the same land which was conveyed to the grantor by deed from Timothy J. McCarthy et ux., dated, March 30th, 1905 and recorded in Volume 300, Page 280.

Lot 156 and being the same land which was conveyed to the grantor by deed from Patrick Dowling et ux, dated March 30th, 1905, and recorded in Volume 297, Page 517.

Lot 157 and being the same land which was conveyed to the grantor by deed from Patrick Rahilly et ux., dated March 30th, 1905, and recorded in Volume 300, Page 281.

Also all the following mentioned lots in Lenk's Addition to said City of Toledo as shown on the Plat of said Addition recorded in Volume 4, Page 26 of the map records of said County, to-wit:

Lots 703, 704, 705 and 706 and being the same land which was conveyed to the grantor by deed from Charles H. Lemmon, et ux, dated June 26th, 1911, and recorded in Volume 375, Page 599.

Lots 645 and 646 and being the same land which was conveyed to the grantor by deed from Roy L. Harrison et ux., dated August 21st, 1911, and recorded in Volume 380, Page 49.

Lots 637, 638, 639, 640 and 647 and being the same land which was conveyed to the grantor by deed from John J. Vollmayer et ux, dated July 21st, 1911, and recorded in Volume 375, Page 600.

Lot 574, and being the same land which was conveyed to the grantor by deed from Roy L. Harrison et ux, dated March 20th, 1912, and recorded in Volume 372, Page 372.

Lots 575, 576, 577, 578 and being the same land which was conveyed to the grantor by deed from Roy L. Harrison et ux, dated March 20th, 1912, and recorded in Volume 372, Page 372.

deed from The Guaranty Title and Trust Company, dated August 22, 1911, recorded in Volume 371, Page 445.

Lots 581, 582 and 648 and being part of the land which was conveyed to the grantor by deed from Elmer H. Close et ux, dated May 16th, 1911 and recorded in Volume 379, Page 576.

This deed is made subject to a dedication for street purposes by the grantor to the City of Toledo, dated November 10th, 1911, and including certain of the land above described to wit; all of lots 572, 583, 637, 648 and 703, and the north one-half of lots 573, 582, 638, 647 and 704.

All of the following described parts of the lands which were conveyed to the grantor by deed from The Guaranty Title and Trust Company, bearing date of March 4, 1912, and recorded in Volume 380, on Page 492, Records of Deeds of said County, to-wit:

All of lots Nos. 68, 69, 70, 71, 72, 73, 74 and 75 in Campbell's Second Addition to the City of Toledo, together with that portion of Detroit Avenue, vacated abutting upon said lots on the south; that part vacated of the alley lying between lot No. 70 and lots Nos. 69 and 68, and that part vacated, of the alley adjoining lot No. 75 on the north, but subject to the deed from the grantor herein to the City of Toledo, of even date herewith, of the north twenty (20) feet of said lot No. 68, as shown by the fifteenth parcel of said deed, and of parts of said vacated alleys, as shown by the fourteenth and fifteenth parcels of said deed.

Lots Nos. 390 and 391 in the Extension of Junction Avenue Addition to the said City of Toledo and all those parts of lots Nos. 392 and 393 lying southwesterly of the center line of the strip of land conveyed by the grantor to the City of Toledo, by deed of even date herewith, as described in the Ninth Parcel of said deed, and subject to said deed as to said lots Nos. 392 and 393 and also subject to the conveyance in said deed of a part of said lot No. 390 as described in the first parcel of said deed; also hereby conveying all those parts of Buckingham Street and Brown Avenue, which have been vacated abutting upon said lots Nos. 391, 392, and 393 and that portion of the alley vacated, abutting upon said lot No. 390, on the south.

Also all of the following described parts of the lands which were conveyed to the grantor by deed from The Title Guaranty and Trust Company, bearing date of February 17, 1912 and recorded in Volume 379, on Page 373, Records of Deeds of said County, to-wit:

Lots Nos. 386, 387, 388 and 389 in the Extension of Junction Avenue Addition to said City, together with that portion of the alley vacated, abutting upon the said lots on the south; but subject to the deed of even date herewith from the grantor herein to the City of Toledo, of the east sixteen (16) feet of said lot No. 386, and the portion of the said vacated alley abutting upon said sixteen (16) feet on the south, as described in the fourteenth parcel of said deed.

Also a tract of land containing six and nine-tenths (6.9) acres, situated in the said City of Toledo and in the Township of Adams, and being a part of the northeast quarter of the southeast quarter (N.E. 1/4 of S.E. 1/4) of Section Four (4) Township Three (3) U. S. Range being the first parcel described in the above mentioned deed from The Title Guaranty and Trust Company of February 17, 1912, together with those portions of Brown Avenue and East University Street, vacated, abutting upon said land; but subject to the conveyance of a strip of land through the same by deed from the grantor herein to the City of Toledo of even date herewith as described in the second parcel of said deed.

Also a part of a tract containing eight and ninety-two one-hundredths (8.92) acres in the Township of Adams being a part of the northeast quarter of the southeast quarter (N.E. 1/4 of S.E. 1/4) of Section Four (4) Township Three (3) U. S. Range, and described in the first parcel of said deed.

17, 1912, and being all that part of said eight and ninety-two one-hundredths (8.92) acres lying southeasterly of the center line of the strip of land across the same conveyed by the grantor herein to the City of Toledo by deed of even date herewith, as described in the third parcel of said deed, and subject to the same; also hereby conveying all that part of East University Street, vacated, abutting upon the portion of said eight and ninety-two one-hundredths (8.92) acres hereby conveyed subject to said deed to the City of Toledo.

Also all that certain tract of land situated in said City of Toledo and in said Township of Adams, being a part of the southeast quarter of the southeast quarter (S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$) of Section Four (4) Township Three (3) U.S.R. and being also a part of Scott's Air Line Junction Addition to the City of Toledo, vacated, bounded north by the center line of East University Street, vacated, east by the center line of Brown Avenue, vacated, south by the center line of Hill Avenue, vacated, and west by the center line of a strip of land conveyed by the grantor herein to the City of Toledo, by deed bearing date of even date herewith as described in the Fourth and Fifth Parcels of said Deed, and subject to the same.

The land hereby conveyed being a part of the seventh parcel and all of the sixth, eighth, ninth, tenth, eleventh and twelfth parcels in the above mentioned deed from The Title Guarantee and Trust Company to the grantor herein, of February 17, 1912, all of the fifth, sixth, seventh, eighth, ninth and tenth parcels in the above mentioned deed from The Guaranty Title and Trust Company to the grantor of March 4, 1914, part of the lands which were conveyed to the grantor herein by The Northwestern Ohio Natural Gas Company by Deed of January 17, 1912, and recorded in Volume 380, on Page 144 Records of Deeds of said County, all of the land which was conveyed to the grantor herein by deed from Lorena Wisniewski bearing date of December 15, 1911, and recorded in Volume 380, on Page 53, Records of Deeds of said County and all of the land which was conveyed to the grantor herein by deed from Frank Orzechowski, bearing date of September 29, 1911, and recorded in Volume 380, on Page 50, Records of Deeds of said County.

Also that certain tract of land in the City of Toledo, which was conveyed to the grantor by deed from Sereno B. Chambers, Sheriff, dated March 17th, 1904, and recorded in Volume 278, Page 638 Records of Deeds of said County and being in said Deed described as follows:

All that part of lot eleven (11) (not embraced in Harlow Chapin's Addition, Chapin's Addition or Lincoln Smith's Addition to the City of Toledo and Railroad lands) of the Partition Plat of the northeast quarter of Section Nine (9) Town Three (3) United States Reserve of Twelve Miles Square at the foot of the Rapids of the Miami of Lake Erie, Lucas County, Ohio.

Also the easterly portion of a part of lot No. 4 in the City of Toledo and the Township of Adams and all of lots Nos. 1 and 2 in the City of Toledo, all in the Partition Plat of the Heirs of Edmund Perry of part of the east 1/2 of the northwest quarter of Section Nine (9) Township Three (3) U.S.R. and being the eleventh, twelfth and thirteenth parcels, respectively in the above mentioned deed from The Guarantee Title and Trust Company to the grantor of March 4th, 1912.

Also the westerly portion of a part of lot No. 4 in the City of Toledo and in the Township of Adams, of the last above mentioned Partition Plat, and containing thirty-one one-hundredths (0.31) of an acre, which was conveyed to the grantor herein by deed from Albert B. Kilday, et al. bearing date of January 23, 1913, and recorded in Volume 380, on page 131 Records of Deeds of said County.

Also lands in the City of Toledo and in the Township of Adams, being a part of the southeast quarter of the southeast quarter (S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$) of Section Four (4) Township Three (3) U.S.R. and being also a part of Scott's Air Line Junction Addition to the City of Toledo, vacated, bounded north by the center line of East University Street, vacated, east by the center line of Brown Avenue, vacated, south by the center line of Hill Avenue, vacated, and west by the center line of a strip of land conveyed by the grantor herein to the City of Toledo, by deed bearing date of even date herewith as described in the Fourth and Fifth Parcels of said Deed, and subject to the same.

half of the northwest quarter (E. 1/2 of N.W. 1/4) of Section Nine (9) Township Three (3) U.S.R. and being the thirteenth, fourteenth, fifteenth and sixteenth parcels in the above mentioned deed from the Title Guarantee and Trust Company to the grantor of February 17, 1912.

Also a tract of land in said Township of Adams, and being a part of a five and sixty-one one-hundredths (5.61) acre tract in the west part of the east half of the northwest quarter (E. 1/2 of N.W. 1/4) of Section Nine (9) Township Three (3) U.S.R. described as the fourteenth parcel in the above mentioned deed to the grantor herein from The Guaranty Title and Trust Company of March 4, 1912.

Also a tract of land in said Township of Adams, containing nineteen and twenty-four one-hundredths (19.24) acres in the east part of the west half of the northwest quarter (W. 1/2 of N.W. 1/4) of Section Nine (9) Township Three (3) U.S.R. and being the fifteenth parcel described in the deed last above mentioned.

Also a tract of land in said Township of Adams, containing nine and twenty-three one-hundredths (9.23) acres on the west part of the west half of the northwest quarter (W. 1/2 of N.W. 1/4) of Section Nine (9) Township Three (3) U.S.R. and being the sixteenth parcel in the deed last above mentioned.

Also a tract of land in said Township of Adams, and containing one and fifty-six one hundredths (1.56) acres, and being a part of the northeast quarter of the northeast quarter (N.E. 1/4 of N.E. 1/4) of Section Eight (8) Township Three (3) U. S. R. which was conveyed to the grantor herein by deed from The Absyton Realty Company bearing date of April 9, 1912, and recorded in Volume 380, on Page 520, Records of Deeds of said County, but subject to an easement in a part of said land which was conveyed by the grantor herein to The Raymond P. Lipe Company by deed bearing date of January 22, 1913.

Also a certain right of way and easement across lot No. 378 in the extension of the Fearing Heights Addition to the City of Toledo, which was conveyed to the grantor herein by deed from Russell E. Morgan and wife, bearing date of November 1, 1911, and recorded in Volume 393, on Page 25, Records of Deeds of said County.

Also that certain right of way and easement over and over lots Nos. 371, 372 and 373 in Harlow Chapin's Addition to the City of Toledo, which was conveyed to the grantor herein in by John Charles Herr, by deed bearing date of September 21, 1912, and recorded in Volume 393, on Page 24, Records of Deeds of said County.

TO HAVE AND TO HOLD the premises aforesaid, with the appurtenances thereto, unto the said grantee, its successors and assigns forever.

And I, the said Lucy E. D. Jerome wife of the said F. J. Jerome do hereby release and forever quit-claim unto the said grantee its successors and assigns all my right and title of power in the above described premises.

And I, the said F. J. Jerome for the consideration aforesaid do hereby agree that I will warrant and defend the title to the premises hereby conveyed and my heirs, assigns and demands arising from or growing out of my own acts.

IN WITNESS WHEREOF, we have hereunto set our hands this 28 day of November in the year of our Lord one thousand nine hundred and seventeen.

Signed and acknowledged

Frank J. Jerome

in the presence of;

Lucy E. D. Jerome

CITY-RTE-SEC: LUC - 24 - 24.31

JOB NO: 02511(0)

PROJECT CONTROL CARD

STATE AND NON PARTICIPATING FEDERAL AID PROJECTS

ACTIVITY 51	ELIGIBILITY S	PROJECT TERMINAL: Widen existing highway from 0.15 mi. S.W. of City Park Ave. to City Park Ave. New Project Term: mi: Widen existing highway from approx. 0.17 mi. S.W. of City Park Ave. to approx. 0.02 mi. E.E. of City Park Ave.	
FIRST BILLING DATE 9-1-67		PARCEL LIMITS: 4, 4SL, 5, 5T	
INCIDENTALS PROPERTY		SPECIAL COMMENTS:	
RAAP		(A) P. T. no. 477. (R/W EST. \$1,000) (P. T. no. 477)	
PROGRAM REVIEW		(B) Ordinance no. 27-67 passed by the City Council of Toledo	
SALE DATE 4-2-68		1-23-67. City to bear 100% of P.E. costs and rearrange-	
LOCAL LEGISLATION		ment of municipally owned utilities, and 25% of the re-	
PUBLIC HEARING DATE		saining costs, including R/W, incidentals, and construction.	
NO. OF OWNERS		R/W Certified 4-3-68	
TYPE OF PROJECT			
STATE			
BOND			
NONPARTICIPATING PROJECT <input checked="" type="checkbox"/>		SOLD	
URBAN (U) <input checked="" type="checkbox"/> PRIMARY (P) <input type="checkbox"/>			
SECONDARY (S) <input type="checkbox"/>			
FEDERAL PROJECT NO. U-1120(S)			
DATE CONTROL CARD TYPED 8-2-67			
REVISED OR UPDATED:			
CITY-RTE-SEC: LUC-24-24.31		JOB NO: 02511(0)	

(33C)

BUREAU OF RIGHT OF WAY ENGINEERING

CITY-RTE-SEC: 110 - 24 - 24.31

JOB NO: 02611(0)

PROJECT CONTROL CARD

STATE AND NON PARTICIPATING FEDERAL AID PROJECTS

PROJECT TERMINI: Widen existing highway from 0.15 mi. S.W. of City Park Ave. to City Park Ave.

ELIGIBILITY
S

FIRST BILLING DATE

INCIDENTALS

PARCEL LIMITS: 4, 45L, 5, 51

PROPERTY

RAAP

SPECIAL COMMENTS:

PROGRAM REVIEW

(A) P. I. no. 477 (WV EST. \$1,000)

SALE DATE

(B) Ordinance no. 27-67 passed by the City Council of Toledo

LOCAL LEGISLATION

1-23-67. City to bear 100% of P.E. costs and rearrange-

PUBLIC HEARING DATE

ment of municipally owned utilities, and 25% of the re-

NO. OF OWNERS

maining costs, including R/W, incidentals, and construction.

TYPE OF PROJECT

STATE

BOND

NONPARTICIPATING PROJECT

URBAN (U) PRIMARY (P)

SECONDARY (S)

FEDERAL PROJECT NO U-1120(5)

DATE CONTROL CARD TYPED, 8-2-67

REVISED OR UPDATED.

(P-11)

RTE-SEC: 110-24-24.31

JOB NO 02611(0)

(0000)

BUREAU OF RIGHT OF WAY ENGINEERING

FORM FH-1249
REV. 5-64

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL AID PROJECT NO.

6-1120(5)

STATE PROJECT NO.

100-21-24.30

LETTER OF AUTHORIZATION

FROM: W. E. Reed, Division Engineer
Ohio Division Office

PROGRAM NO.
Urban

COUNTY NAME

LAGOS

ITEM NO.
428

PROGRAM STAGE (Check)

TO:
Mr. P. E. Masheter
Director, Department of Highways
Columbus, Ohio

DATE AUTHORIZATION EFFECTIVE

March 6, 1968

FEDERAL AID NUMBER

FAYS 48

STATE ROUTE NUMBER

US 24

LIMITS OF AUTHORITY

This authorization provides for the construction of 0.185 mile of roadway and structure as detailed on the approved plan. The project is located from approximately 0.2 mile north to 0.4 mile north of SR 2 in Toledo.

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

ACQUISITION OF RIGHT-OF-WAY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN PREPARATION

CONSTRUCTION CONTRACT

OTHER (Specify) Advertise for Receipt of Bids

REMARKS

This authorization is subject to our receipt and approval of an agreement with the City of Toledo covering parking controls.

Use of Supplemental Specification 812 is subject to our letter dated June 22, 1967, relative to our review of the specification.

CHIEF ENGINEER'S

cc: Catlin, Everhart, Krause, FICE
Reissig, Altwater, Booth, Hanger,
Miller, Div. 2, Edgar (Original), 1968
Tarbox, Herndon, Cunningham,
Johnson

COPIES TO

W. E. Reed
W. E. Reed
CFI

DATE

3-6-68

SIGNATURE OF APPROVING OFFICIAL

W. E. Reed

TITLE

Division Engineer

PREVIOUS EDITION MAY BE USED IF SUPPLY IS EXHAUSTED.

Letted by: [Signature]

STATE OF OHIO
DEPARTMENT OF HIGHWAYS
Payee

RIGHT OF WAY BILL

For Central Office Use Only

From Central Railroad
Corp. 114 West Commerce,
Union Terminal,
Cleveland, Ohio 44113

For Name Lucas
C.L.T. Lucas
24-22, 21
Bill No. 02-0218
October 23 1968

(This bill may have more than 22 spaces and may not be more than 8 lines in length.)

WARRANT MAILED

DEC 17 1968

For Right of Way.

DATE WARRANT

\$850.00

WARRANT NO.

6868146

VOUCHER NO.

56970

DATE MAILED

DEC 18 1968

CERTIFIED NO.

INDEX

DATE 12-30-68
DEC 3 1968
F.R.M. ER 12-30

CLOSED

Voucher No.	Page No.	Date	The undersigned hereby certifies that all supporting documents, including journal entries, checks, warrants, agreements, bills of sale, maps, plans, descriptions, resolutions, court orders, appraisals, memoranda, etc. necessary to substantiate the attached voucher are on file with the Department of Highways and the amounts shown does not contain allowance for any item contrary to Ohio law.												
App.	Int.	Fund	Year	Bill	Dis.	Pr.	Act.	Reference No.	Encumbrance No.	Tr.	App. Util.	App. Ret.	Object	Amount	Flg.
770	000	28	69	537	24	72	51	02-0218	600,450		774	702	74160	\$850.00	8
County		Route	Section	State Job No.		Federal Proj. No.		Class.	Date of Oblig.	Final P.M.V.D.		P.M.V.D. Amount(s).			
LUC		24	24.31	02411(0)				1-3 M-1	12-30-68	850.		Appraisal Amount(s).			
Appraisal Amount(s).															
770	000				24										
County		Route	Section	State Job No.		Federal Proj. No.		Class.	Date of Oblig.	Final P.M.V.D.		P.M.V.D. Amount(s).			
Appraisal Amount(s).															

DISTRIBUTION
State Auditor Orig.
Highway Auditor of
Div. of Right of Way
and
Div. Engineer

APPROVED R. H. Rice
DIVISION DEPUTY DIRECTOR

APPROVED T. H. Board
DEPUTY DIRECTOR, DIVISION OF HIGHWAY

BY 10-28-68 R. H. Kestlinger

DEC 3 1968

RIGHT OF WAY BILL

STAMP HERE

STATE OF OHIO
DEPARTMENT OF HIGHWAYS
Payee

For Central Office Use Only

Trk. No. 5, 1 SL

County Lucas

Route 24

Sec. 24.30

Richard V. Braman
6521 Scottwood Avenue
Toledo, Ohio 43610

July 24 1967 Bill No. 02-0034

(Do not use more than 25 spaces per line and do not use more than 5 lines in total)

WARRANT MAILED
AUG 29 1967

DATE WARRANT 4313357

WARRANT NO. 4 2787

For services in the preparation of a real estate appraisal of the 8-31-67 following parcels of right of way.

DATE MAIL 03

CERTIFIED NO.

Owner's Name

New York Central Railroad Company

INITIAL km DATE 8/3/67

KARDEX

L.R.M. [Signature]

\$175.00

AUG 14 1967

CLOSED

Voucher No.		Date		The undersigned hereby certifies that all supporting documents, including journal entries, deeds, easements, agreements, bills of sale, mortgages, descriptions, resolutions, court entries, appraisals, memoranda, etc. necessary to substantiate the approved vouchers are on file with the Department of Highways and the amounts shown does not include allowances for any item contrary to Ohio law.											
Ag.	Inst.	Fund	Year	Div.	Pr.	Act.	Reference No.	Encumbrance No.	Trk.	Appr. Unit	App. Item	Object	Amount	Elig.	
770	000	68	537	24	73	92	02-0034	6003.27	770	704	74510	175.00	8		
County	Route	Section	State Job No.	Federal Proj. No.	Class.	Date of Obig.	Final F.M.V.D.	Appraisal Amount(s)							
Lucas	24	24.30	02611(0)	NA	M-1	05277	NA								
Ag.	Inst.	Fund	Year	Div.	Pr.	Act.	Reference No.	Encumbrance No.	Trk.	Appr. Unit	App. Item	Object	Amount	Elig.	
770	000			24											
County	Route	Section	State Job No.	Federal Proj. No.	Class.	Date of Obig.	Final F.M.V.D.	Appraisal Amount(s)							

DISTRIBUTION
State Auditor Ohio
Highway Auditor ex
Dir. of Right of Way
Dir. Eng'g

R. H. Rice

APPROVED _____
DIVISION DEPUTY DIRECTOR

AUG 19 1967

APPROVED _____
DIRECTOR, DIVISION OF RIGHT-OF-WAY

7-29-67

[Signature]

OHIO DEPARTMENT OF HIGHWAYS
DIVISION OF RIGHT OF WAY

NEGOTIATOR'S REPORT

COUNTY Lucas ROUTE 21 SEC. 24.31 PAR. NO. 1451 DATE REC'D 5-2-67

1. NAMES OF TITLE HOLDERS (include marital status) RESIDENCE ADDRESS (Note any expected changes)
Penn. Central Company 111 West Concourse
Union Terminal
Cleveland, Ohio 44113

NAMES OF LIEN AND/OR LEASE HOLDERS ADDRESSES (NOTE ANY VARIANCES WITH TITLE REPORT)
None

2. NOTE ANY TITLE INFORMATION NOT FOUND IN TITLE REPORT (incompetency, unrecorded documents, etc.):
None

3. RECORD OF OWNER/NEGOTIATOR MEETINGS

DATE 5-23-67 PLACE Correspondence OFFER \$ None COUNTER OFFER \$ None
PRESENT Eric Tudor, R. A. Nessleringer to J. R. Redella

DATE 7-26-67 PLACE Correspondence OFFER \$ 850.00 COUNTER OFFER \$ None
PRESENT Eric Tudor, R. A. Nessleringer to J. R. Redella

DATE 10-30-67 PLACE Correspondence OFFER \$ None COUNTER OFFER \$ 850.00
PRESENT J. R. Redella to Eric Tudor

DATE 11-2-67 PLACE Correspondence OFFER \$ None COUNTER OFFER \$ None
PRESENT Eric Tudor, R. A. Nessleringer to J. R. Redella

DATE 10-16-68 PLACE Correspondence OFFER \$ None COUNTER OFFER \$ None
PRESENT D. M. Wies to T. R. Waterfield

4. Arrangements pertaining to possession or vacation date: None

5. Date Property management section was notified of purchase details: Not Applicable

REMARKS (Discuss TAXES, RAAP, POINTS OF DISCUSSION, PROMISES OF ACTION, etc.):
Plans and descriptions were discussed.

(over)

CLOSED

21
3.
4.
Date
5. Re
6. Rem

- 1. The undersigned, do hereby ratify the following:
- 1. the written agreement secured and dated all of the considerations agreed upon between the property owner and myself;
- 2. the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever;
- 3. I understand that this parcel is or may become a part of a Federal-aid highway project;
- 4. I do not have a direct or indirect, present or contemplated personal interest in the parcels or in any benefit from the acquisition of such property;
- 5. I submit herewith the instruments on the above parcel, together with complete notes on the negotiations, including details of any unusual agreements or arrangements with the owner.

Date October 19, 1968

Signed [Signature]
B. Wolkart Negotiator

RW-61 Rev. 10-67

1. Is money the cause or a principal factor in the failure to reach agreement? _____ What is your opinion as to the least amount the owner will take? \$ _____ Did the owner complain that the price offered for other similar parcels on the project? _____ If YES, identify the properties referred to:

OWNER	PARCEL DESIGNATION OR ADDRESS

2. What factors other than money, contributed to non-settlement? _____

3. Name, Address and Phone Number of property owner's attorney (if one), _____

4. Briefly summarize any information which you feel would be of advantage in reaching a settlement: _____

Date _____ Signed _____ Negotiator

5. Remarks on parcel review by ASSISTANT ATTORNEY GENERAL _____

Signed _____ Assistant Attorney General

6. Remarks on parcel review by RIGHT OF WAY ENGINEER/SUPERVISOR _____

Signed _____ Right of Way Engineer/Supervisor

RW-41
 8-564

DIV. _____

(1) PREP

(2) DESC
 containin

(3) LIENS
 Mortgage

RW-46
6-64

OHIO DEPARTMENT OF HIGHWAYS
DIVISION OF RIGHT-OF-WAY

UNIVERSITY

DIV. 7 CO. 4 TWP. S. R. SEC. 1 PAR. 1

(1) PRESENT RECORD OWNER(S) Intestate (Marked SEIRD)
N/E Spouse's Name Address

(2) DESCRIPTION OF SUBJECT PREMISES (From deed to present owner or from other instrument containing a valid description - Give record preference)

(3) LIENS AND ENCUMBRANCES
Mortgages (Uncanceled of Record)

(CL 30)

OHIO DEPARTMENT OF HIGHWAYS

DIVISION OF RIGHT-OF-WAY

TITLE REPORT INSTRUCTIONS

(Please read carefully)

- (1) Report name, address and marital status of all owners with names of spouses, if readily available. Show interest of each owner.
- (2) Copy description in full from latest conveyance. If additional space is needed, attach extra page.
- (3) Addresses of all mortgage, lien and encumbrance holders must be furnished to enable us to include all proper parties in an appropriation suit. Easements for telephone lines, power lines or pipe lines may be abstracted in very brief form. Private rights-of-way should be reported as fully as necessary for complete understanding by reviewing examiner.

Report all Mechanics Liens, Personal Tax Liens, Bond Liens, Federal Tax Liens, Franchise Tax Liens, Unemployment Compensation Liens, Powers of Attorney, Pending Suits and Living Judgements, Certified Judgements, Foreign Executions, Land Contracts, Administration of Estates, wills and other matters of record affecting subject premises. In case of estates, report status showing whether estate is closed or still under administration. Report verbatim powers of sale or trust provisions contained in wills. If necessary for proper interpretations, furnish copy of entire will.

List defects and irregularities which affect title adversely. Your comments on record title will be appreciated, however, do not certify title in any owner or give an opinion of title. Merely report the facts as shown by the records. (See Doria vs. Ferguson, 145 Ohio State 12.)

- (4) Report any irregularity in any instrument. Copy verbatim any part of any instrument which may be unusual in anyway. In addition to execution of deeds check and report reservations, reverters, exceptions, restrictions or other matters which may affect use and disposition of property.
- (5) Show tax situations or other matter and show whether taxes are paid or unpaid.
- (6) Sign certificate and give your phone number in case it becomes necessary to contact you relative to report.
- (7) Fill in title chain form covering a period of at least 42 years back to a suitable point of beginning. Show latest instrument at the top of form and earlier instruments in reverse chronological order.

Abbreviations to be used in the title chain form.

Warranty Deed	= W. D.
Quit Claim Deed	= Q. C.
Cert. for Transfer	= C. T.
Affidavit for Transfer	= Aff. T.
Sherriff's Deed	= S. D.
Executor's Deed	= E. D.
Administrator's Deed	= A. D.
Other - Specify	

NOTE: Submit signed report in triplicate. Submit your invoice for services in triplicate showing owner's name, Parcel No., S. R. No., Section No. and County for each title report. Each copy of your invoice must be signed.

DEPARTMENT OF HIGHWAYS

STATE OF OHIO

Job No. 02611(O)

ANALYSIS OF RIGHT OF WAY SETTLEMENT OR DEPOSIT

S. R. 24 Sec. 24.31 Lucas Co., Ohio, Par. No. 4, St.
For Penn Central Railroad Company Address 114 West Concourse, Union Terminal,
Cleveland, Ohio 44113

FAIR MARKET VALUE APPRAISAL OF RIGHT OF WAY

	Par. No.	ITEMS INCLUDED IN THE APPRAISAL			Original	Revision	Revision	Settlement
		Sq. ft.	XX	R/R	R/W			XXXXXX
LAND	4	344	XX	Operating R/R	R/W	278.00		278.00
	ASL	743	XX	Operating R/R	R/W	572.00		572.00
FENCE				ft. of.				
TREES - SHRUBS		No.		Kind		Av. Size		
BUILDINGS					Disp.	Sal. Val.		
DAMAGE TO RESIDUE								

We, the undersigned, hereby certify that this appraisal contains no allowance for any item contrary to Ohio Law and that the amount shown represents the fair market value of the right of way to be acquired. \$850.00

Reviewed and Approved: [Signature] Review Appraiser 19__ Approved: Robert H. Wolfe 7-21 67 #30 C.O. XXXXXX Review Appraiser

Total Amount of Settlement: ~~XXXXXX~~ \$ 850.00

Checked and Recommended: [Signature] 10/28 1968 Division Right of Way Supervisor Checked and Approved: [Signature] 19__ Central Office Reviewer

DE 13 8

APPRAISAL RECORD

ACQUISITION RECORD

KIND	APPRAISER	AMOUNT	Highest Offer to owner \$
Fee	Richard P. Brannan	\$850.00	Owner wants \$
			Div. recommendation
			Suggested deposit Comp. \$
			Damage \$
REVIEW APPRAISER	AMOUNT		Structure \$
	ORIGINAL	REVISION	Total \$
Robert H. Wolfe	\$850.00		Negotiator J. S. Weikert
			Owners Atty.

Remarks on appraisal Mr. Brannan's value estimates are supported by the market and the appraisal is generally acceptable. R.H.W. 7-21-67

Remarks on settlement - deposit

DEPARTMENT OF HIGHWAYS

STATE OF OHIO

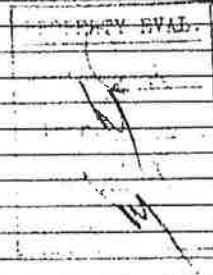
Job No. 026110

ANALYSIS OF RIGHT OF WAY SETTLEMENT OR DEPOSIT

S. R. 24 Sec. 24.30 Lucas Co., Ohio, Par. No. 4,4SL

Fee New York Central Railroad Company Address Cleveland, Ohio

FAIR MARKET VALUE APPRAISAL OF RIGHT OF WAY							Settlement Deposit	
Par. No.	ITEMS INCLUDED IN THE APPRAISAL				Original	Revision		Revision
LAND	4	361	Sq. ft.	Operating R/R	R/W	278.		
	4SL	743	" "	Operating R/R	R/W	572.		
			" "	" "				
			" "	" "				
FENCE			ft. of.					
			" "					
TREES - SHRUBS	No.		Kind		Av. Size			
OTHER								
BUILDINGS				Disp.	Sal. Val.			
DAMAGE TO RESIDUE								



We, the undersigned, hereby certify that this appraisal contains no allowance for any item contrary to Ohio Law and that the amount shown represents the fair market value of the right of way to be acquired.

850.

Recommended Approved
Review Appraiser _____ 19 _____

Approved #30
Robert H. Wolfe
C.O. XEROX Review Appraiser 7-21-19 67

APPRAISAL RECORD

ACQUISITION RECORD

KIND	APPRAISER	AMOUNT		Highest Offer to owner \$
		ORIGINAL	REVISION	
Fee	Richard P. Brannan	850.		Owner wants \$
				Div. recommendation
				Suggested deposit Comp. \$
				Damage \$
REVIEW APPRAISER				Structure \$
Robert H. Wolfe		850. ✓		Total \$
				Negotiator
				Owners Atty.

Remarks on appraisal

Mr. Brannan's value estimates are supported by the market and the appraisal is generally acceptable. R.H.W. 7-21-67

Remarks on settlement - deposit

6



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223

JOHN KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

November 30, 2011

Mr. Dave Wyatt
System Engineer – Public Improvements
Norfolk Southern Corporation
1200 Peachtree Street N.E.
Atlanta, GA. 30309

**SUBJECT: Anthony Wayne Trail (LUC-25) bridge over Norfolk Southern
City of Toledo, Lucas County, Ohio
Agency Reference: LUC-25-7.92
PID No. 85266
AAR/DOT No.: 509447A
NS Reference: Chicago Line / Dearborn Division
MP CD-289.14**

Dear Dave,

As a follow-up to your letter dated October 20, 2011 in which Norfolk Southern (NS) states the railroad will not make any financial contribution toward the design schemes that provide room for additional track capacity under Anthony Wayne Trail, we offer the following:

Horizontal Clearance

You raised the issue that the preferred design does not conform to federal aid guidelines in regard to horizontal clearance. ODOT will agree to provide NS both the vertical and horizontal clearances that are standard to the railroad. In this case due to drainage issues of the railroad, 22' horizontal clearances on both sides of the existing two tracks will be provided. We will also provide the min. 23' of vertical clearance. We can provide those clearances using a single span structure at a cost of approximately \$6,000,000, which is within our current budget.

While we understand NS desire to remove impediments to expanded future rail capacity, the current budget for this project simply does not permit ODOT from broadening the scope of this project without financial participation from the railroad in the project.

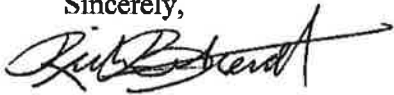
If NS would like to participate in this project, as ODOT has stated previously, we are willing to design and manage the construction of additional span length shown in scheme III (previously provided). This would furnish additional horizontal clearance for a service road and one additional future track. Funding the construction portion of this larger project would be the responsibility of NS. We currently estimate this cost at an additional \$4,000,000 above the base design cost of \$6,000,000.

Next Steps

As stated in your Oct 20, 2011 letter, we welcome your offer of expedited handling of this issue. Please inform us by December 31, 2011 as to whether or not NS wishes to partner with ODOT on this larger structure that would allow for additional NS future capacity. If so, we will update our estimate and submit an invoice along with the agreement for the extra work.

As always, should you have any other questions or concerns, please do not hesitate to contact me at 614-387-3097, or by email at richard.behrendt@dot.state.oh.us.

Sincerely,



Rich Behrendt
Program Manager/ State Rail Coordinator

c: J.Barna/ODOT CO
J.Bradley/ODOT D2
D.Dicke/ODOT D2
M Dietrich/ODOT CO
M.Gramza/ODOT D2
B.Harris/NS
R.Lorello/ODOT CO
P. Piccininni/ODOT CO
M.Stokes/Ohio AG
J Young/ODOT CO

file

LUC 25

DAVE WYATT N&S

Ronda Moore

N & S
MTG
2010 ±

~~Jim Bradley~~

TOM O'Guire

RICHT JIM MIKE S MIKE G P DICKE DAVE S, RICK PETER

MILK STORMEE

36" STEEL BEAM - Cast-SPAW

TRANSFER of old CANAL to city of Toledo

Rex Horkman

Cherry street 3rd fl

419-251-4674

TOM 1

Aaron
Behrman/Production/D02/OD
OT

12/06/2010 12:14 PM

To "Michael L. Stokes"
<michael.stokes@ohioattorneygeneral.gov>
cc "Dave.Dicke@dot.state.oh.us"
<Dave.Dicke@dot.state.oh.us>,
"David.Seasly@dot.state.oh.us"
bcc

Subject RE: LUC-25-7.92 pid 85266 request root tile for canal and
rail road intersection

Mike,

I guess the most important statement I get out the document is the following:

In obedience to a statute which conferred the authority, the Board of Public Works, in 1853, author
Company, **the predecessor of the defendant**, to construct a tunnel under the canal at this point f
from either side of it.

Basically the way I am reading this is that for the mainline canal was there before the
RR. This has the been the biggest issue with the RR.

Aaron

Aaron D. Behrman, P.E.
District 2 Production Administrator
317 East Poe Road
Direct Phone #: 419-373-4403
Cell Phone # 419-392-1058
Nextel Direct Connect: 130*42*25836
Fax : 419-380-4499
E-mail : abehrman@dot.state.oh.us

"Michael L. Stokes"
<michael.stokes@ohioattor
neygeneral.gov>

12/06/2010 08:16 AM

To "Aaron.Behrman@dot.state.oh.us" <Aaron.Behrman@dot.state.oh.us>,
"Dave.Dicke@dot.state.oh.us" <Dave.Dicke@dot.state.oh.us>
cc "David.Seasly@dot.state.oh.us" <David.Seasly@dot.state.oh.us>, "James.Bradley@dot.state.oh.us"
<James.Bradley@dot.state.oh.us>, "Mike.Ligibel@dot.state.oh.us" <Mike.Ligibel@dot.state.oh.us>,
"Steve.Colony@dot.state.oh.us" <Steve.Colony@dot.state.oh.us>
Subj RE: LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection
ect

Aaron:

What you found was part of the documents the RR provided. It was a decision in an earlier phase of the litigation that ended in 1895.

It seems that, in the late 1800s, there was a statewide problem with encroachments on canal land. The General Assembly passed a law allowing the attorney general to sue to remove these encroachments and, in the case of railroads, made a specific provision allowing for these suits to happen in Franklin County. The decision you found deals with the same one-acre tract just east of canal Lock No. 6 where the stone abutments are. The state sued, the railroad raised a bunch of defenses, and in the decision you found the court tossed most of those defenses out. Not long afterward the state and the RR agreed to a settlement quieting the RR's title in the one-acre tract in return for payment of \$300.

This one-acre tract was acquired as a hydraulic reservoir for the canal but apparently never used and the RR later occupied it. It is different from the "mainline" of the canal, which is just to the west of it.

Mike

MICHAEL L. STOKES
Senior Assistant Attorney General
Transportation Section
Ohio Attorney General Richard Cordray
419.245.2556 Direct
419.245.2550 Main
866.444.4524 Fax
email: michael.stokes@ohioattorneygeneral.gov

One Government Center, Suite 1340
Toledo, Ohio 43604-2261

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From: Aaron.Behrman@dot.state.oh.us [<mailto:Aaron.Behrman@dot.state.oh.us>]
Sent: Friday, December 03, 2010 1:34 PM

To: Dave.Dicke@dot.state.oh.us

Cc: David.Seasly@dot.state.oh.us; James.Bradley@dot.state.oh.us; Mike.Ligibel@dot.state.oh.us; Michael L. Stokes; Steve.Colony@dot.state.oh.us

Subject: Re: LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection

I did a google search on the trial and found this:

<http://books.google.com/books?id=y6EpAAAAYAAJ&dq=State%20of%20Ohio%20Plaintiff%20vs%20%20The%20Lake%20Shore%20%26%20Michigan%20Southern%20Railway%20Company&pg=PA292#v=onepage&q&f=false>

Now what it all means I have no clue, interesting stuff.

Aaron

Aaron D. Behrman, P.E.
District 2 Production Administrator
317 East Poe Road
Direct Phone #: 419-373-4403
Cell Phone # 419-392-1058
Nextel Direct Connect: 130*42*25836
Fax : 419-380-4499
E-mail : abehrman@dot.state.oh.us

Dave
Dicke/RealEstate/D
02/ODOT

12/03/2010 11:00

AM

To David Seasly/RENW/CEN/ODOT@ODOT

cc Steve Colony/Production/D02/ODOT@ODOT, Aaron Behrman/Production/D02/ODOT@ODOT, James Bradley/Production/D02/ODOT@ODOT, Mike Ligibel/Planning/D02/ODOT@ODOT,

<mstokes@ag.state.oh.us>

Subject Re: LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection [Link](#)

Dave Seasly,

This is a complicated issue. Knowing for sure who was there first is important to determine who is responsible for the maintenance of the main bridge components. ODOT is convinced that the rail road is there by permit only and that the rail abutments are theirs to maintain.

We need to have a title done and research into the old canal land acquisition for the subject area and recorded railroad documents (including VAL maps) that show when they acquired the corridor that leads to the bridge (subject area) they (Northern Indiana Rail Road) built under the canal in 1853.

We also need a certified copy of the court case Franklin County Common Please no 23521 (1890, first petition thru May 13 1895 final Journal entry) State of Ohio Plaintiff vs The Lake Shore & Michigan Southern Railway Company. The copy of an answer dated Oct 1894 provided by N&S is missing 2 pages

that are critical for the permit issue and Ohio's position.

We know that the old canal land was transferred to the City of Toledo from Harry L Davis Governor of Ohio to the City of Toledo on 12-30-1922 legislation number 264792. You should a copy of the legislation that describes the area of the old canal including the subject area. ODOT is responsible for bridge maintenance on SR 25/24 so we are looking to capture the other information.

So we need: a title showing who owns land under and adjacent to the subject bridge including canal land purchase for canal use and rail corridor purchases for rail road use adjacent to canal
Rail Road Historic Val maps for this location (D-2 is looking for and will provide)
certified copy of Franklin Common Please court case no 23521 from beginning of case to end 1890 thru 1895

Can your staff provide this information over the next 10 to 12 weeks please?

David T. Dicke
Real Estate Administrator, District 2, ODOT
317 East Poe Road, Bowling Green, Ohio 43402
phone: 419-373-4316 fax: 419-380-4407
e-mail: ddicke@dot.state.oh.us

David Seasly/RENW/CEN /ODOT
12/01/2010 01:48 PM
To David Seasly/RENW/CEN/ODOT@ODOT
cc Dave Dicke/RealEstate/D02/ODOT@ODOT, James Bradley/Production/D02/ODOT@ODOT, Kay Ryan/RealEstate/D02/ODOT@ODOT, mstokes@ag.state.oh.us, Steve Colony/Production/D02/ODOT@ODOT
Subj Re: LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection [Link](#)
ect

Dave Dicke and others,

Just a quick e-mail to let you know I received the package of material you sent.

As per our previous communications I'll set it aside until I hear from you what, if anything, you need from the region.

David E. Seasly, P.S. Northwest Region Projects Manager
Ohio Department of Transportation
241 Stanford Parkway
Findlay, Ohio 45840
419-373-7174 david.seasly@dot.state.oh.us

David
Seasly/RENW/CEN/OD
OT
11/24/2010 05:12 PM

To Dave Dicke/RealEstate/D02/ODOT
cc James Bradley/Production/D02/ODOT@ODOT, Kay Ryan/RealEstate/D02/ODOT@ODOT,
mstokes@ag.state.oh.us, Steve Colony/Production/D02/ODOT@ODOT

Subject Re: LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection [Link](#)

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419-373-7174 david.seasly@dot.state.oh.us

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2/ODOT
11/24/2010 03:22 PM

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Colony/Production/D02/ODOT@ODOT, <mstokes@ag.state.oh.us>, James
Bradley/Production/D02/ODOT@ODOT

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317 East Poe Road, Bowling Green, Ohio 43402
phone: 419-373-4316 fax: 419-380-4407
e-mail: ddicke@dot.state.oh.us

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"Michael L. Stokes"
<michael.stokes@ohioattorneygeneral.gov>

12/06/2010 08:16 AM

To "Aaron.Behrman@dot.state.oh.us"
<Aaron.Behrman@dot.state.oh.us>,
"Dave.Dicke@dot.state.oh.us"
cc "David.Seasly@dot.state.oh.us"
<David.Seasly@dot.state.oh.us>,
"James.Bradley@dot.state.oh.us"
bcc

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MICHAEL L. STOKES
Senior Assistant Attorney General
Transportation Section
Ohio Attorney General Richard Cordray
419.245.2556 Direct
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866.444.4524 Fax
email: michael.stokes@ohioattorneygeneral.gov

One Government Center, Suite 1340
Toledo, Ohio 43604-2261

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either by reply or by telephone at 419.245.2550 and immediately delete this message and any attachments.

From: Aaron.Behrman@dot.state.oh.us [mailto:Aaron.Behrman@dot.state.oh.us]
Sent: Friday, December 03, 2010 1:34 PM
To: Dave.Dicke@dot.state.oh.us
Cc: David.Seasly@dot.state.oh.us; James.Bradley@dot.state.oh.us; Mike.Ligibel@dot.state.oh.us; Michael L. Stokes; Steve.Colony@dot.state.oh.us
Subject: Re: LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection

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Now what it all means I have no clue, interesting stuff.

Aaron

Aaron D. Behrman, P.E.
District 2 Production Administrator
317 East Poe Road
Direct Phone #: 419-373-4403
Cell Phone # 419-392-1058
Nextel Direct Connect: 130*42*25836
Fax : 419-380-4499
E-mail : abehrman@dot.state.oh.us

Dave
Dicke/RealEstate/D To David Seasly/RENW/CEN/ODOT@ODOT
02/ODOT cc Steve Colony/Production/D02/ODOT@ODOT, Aaron Behrman/Production/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT, Mike Ligibel/Planning/D02/ODOT@ODOT,
12/03/2010 11:00 <mstokes@ag.state.oh.us>
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Can your staff provide this information over the next 10 to 12 weeks please?

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David Seasly/RENW/CEN /ODOT
12/01/2010 01:48 PM
To David Seasly/RENW/CEN/ODOT@ODOT
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TRANSMITTAL LETTER

District 2
Ohio Department of Transportation
317 East Poe Road
Bowling Green, Ohio 43402

Telephone: 419-373-4303
Fax: 419-380-4474

TO: Dave Seasley, Region Project Manager
 ODOT, Northwest Regional Office
 241 Stanford Parkway
 Findlay, Ohio 45840

DATED: November 29, 2010
 RE: **Request title root for canal and rail road intersection**
 PROJ: LUC SR 25 7.92
 PID: 85266

WE TRANSMIT:

- attached
 In accordance with your request _____

FOR YOUR:

- review & comment
 file
 for distribution
 information

THE FOLLOWING:

- drawings
 copy of letter
 legal description
 specifications
 field notes
 See below
 prints
 literature

COPIES	SHEET #S	REV.	DESCRIPTION
1			R/W PLANS - highlighted
1			Old canal photos
1			Copy of abstract from Norfolk & Southern meeting 11/15/10
1			Permit identified on June 1853/ see blue tab tunnel
1			Easement, deed, title documents
1			1937 plans – we believe it was ODOT
1			History – highlighted Act 1825 where the Canal Land was acquired from the Indians

REMARKS:

Mr. Dave Seasley,
 Who has the title of property where Miami and Erie Canal and how ODOT received this property?
 Is there any claim the railroad may have that are recorded
 Create title search: who owns and how acquired.
 You may need to go to Monroe, Michigan and obtain deeds of where the railroad bought land which was part of Michigan. The Michigan land was surrendered to Ohio (NOW Toledo, Ohio). (Toledo War 12/18/1836,

Territory of Michigan surrender "Toledo strip to State of Ohio")

**See page 3 for list of documents showing dates of what we found.*

Please call me at 419.373.4303 if you have further questions.
Kay Ryan, Realty Specialist

COPIES TO:

S. Colony
Reading File
File

X
X

If enclosures are not as noted, please inform us immediately.

FROM: Kay Ryan, Realty Specialist

SIGNED:



***What we have found and documents show:**

1. 1827, U.S. Congress provides Canal grant for Wabash Erie in Indiana and Ohio Canal.
2. 1836 Wabash Erie mapped Toledo as Termination (Canal opened 1845).
3. Toledo War 12/18/1836, Territory of Michigan surrender "Toledo strip to State of Ohio".
4. 1843 Wabash opened in Toledo.
5. 1845 Miami Erie Canal "Finished".
6. Port Lawrence is thought to be farther East/not in area, see map
7. 1832 Territorial gov. of Michigan authorized railroad from Port Lawrence, Michigan Erie (NOW Toledo) to connect Kalamazoo River. (Not in subject area, it is farther EAST is the Erie/Kalamazoo Rail Road.)
8. 1835 1st section began Toledo connect to Adrian (completed in 1836).
9. 1836 Service began Erie Kalamazoo (Fall)
10. 1837 1st steam engine.
11. 1850 Canal known as Wabash & Erie combined.
12. 1853 Ohio granted Northern Indiana Rail Road a permit to cross under the canal with conditions.

③ 1827
US Congress provides land grant for
WABASH ERIE IN Indiana & Ohio
CANAL

① 1836 WABASH ERIE MAPped Toledo
ITS TERMINATION

CANAL opened 1845

② Toledo WAR 12-18 36 Territory of
"Toledo Sec'd to STATE of Ohio
MICH. surrendered

⑤ 1850's CANAL known as WABASH & ERIE
combined

⑧ WABASH opened in Toledo 1843

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railroads from Port Lawrence Mich. (Now
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to Adrian, completed in 1836,

1837 1st STEAM engine
Ran



From the desk of...

David Dicke

⑦ 1836 service began ERIE Kalamazoo

★ Post Lawrence is thought to
 be further ~~west~~ ~~west~~
 west in this area

- ③ 1827 US Congress provides land grant for WABASH ERIE IN Indiana & Ohio canal
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From the desk of...
David Dicke



David
Seasly/RENW/CEN/ODOT
12/01/2010 01:48 PM

To David Seasly/RENW/CEN/ODOT@ODOT
cc Dave Dicke/RealEstate/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT, Kay
Ryan/RealEstate/D02/ODOT@ODOT,
bcc
Subject Re: LUC-25-7.92 pid 85266 request root tile for canal and
rail road intersection

Dave Dicke and others,

Just a quick e-mail to let you know I received the package of material you sent.

As per our previous communications I'll set it aside until I hear from you what, if anything, you need from the region.

David E. Seasly, P.S. Northwest Region Projects Manager
Ohio Department of Transportation
241 Stanford Parkway
Findlay, Ohio 45840
419-373-7174 david.seasly@dot.state.oh.us

David Seasly/RENW/CEN/ODOT



David
Seasly/RENW/CEN/ODOT
11/24/2010 05:12 PM

To Dave Dicke/RealEstate/D02/ODOT
cc James Bradley/Production/D02/ODOT@ODOT, Kay
Ryan/RealEstate/D02/ODOT@ODOT,
mstokes@ag.state.oh.us, Steve
Colony/Production/D02/ODOT@ODOT
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Dave D.

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Ohio Department of Transportation
241 Stanford Parkway
Findlay, Ohio 45840
419-373-7174 david.seasly@dot.state.oh.us

Dave Dicke/RealEstate/D02/ODOT



Dave
Dicke/RealEstate/D02/ODOT
11/24/2010 03:22 PM

To David Seasly/RENW/CEN/ODOT@ODOT, Kay
Ryan/RealEstate/D02/ODOT@ODOT, Steve
Colony/Production/D02/ODOT@ODOT,



<mstokes@ag.state.oh.us>, James
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David T. Dicke
Real Estate Administrator, District 2, ODOT
317 East Poe Road, Bowling Green, Ohio 43402
phone: 419-373-4316 fax: 419-380-4407
e-mail: ddicke@dot.state.oh.us
David Seasily/RENW/CEN/ODOT



David
Seasily/RENW/CEN/ODOT
11/24/2010 02:46 PM

To Dave Dicke/RealEstate/D02/ODOT@ODOT
cc Aaron Behrman/Production/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT, Mike
Ligibel/Planning/D02/ODOT@ODOT, Steve
Colony/Production/D02/ODOT@ODOT
Subject Re: LUC-25-7.92 pid 85266 request root tile for canal and
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241 Stanford Parkway
Findlay, Ohio 45840
419-373-7174 david.seasily@dot.state.oh.us

Dave Dicke/RealEstate/D02/ODOT



Dave
Dicke/RealEstate/D02/ODOT
11/19/2010 02:38 PM

To David Seasily/RENW/CEN/ODOT@ODOT, Mike
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Behrman/Production/D02/ODOT@ODOT, Steve



Colony/Production/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT

cc

Subject LUC-25-7.92 pid 85266 request root tile for canal and rail
road intersection

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mstokes@ag.state.oh.us, Steve
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Dave D.


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11/24/2010 03:22 PM

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e-mail: ddicke@dot.state.oh.us
David Seasly/RENW/CEN/ODOT




David
Seasly/RENW/CEN/ODOT

To Dave Dicke/RealEstate/D02/ODOT@ODOT



11/24/2010 02:46 PM

cc Aaron Behrman/Production/D02/ODOT@ODOT, James Bradley/Production/D02/ODOT@ODOT, Mike Ligibel/Planning/D02/ODOT@ODOT, Steve Colony/Production/D02/ODOT@ODOT
Subject Re: LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection 

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Dave Dicke/RealEstate/D02/ODOT



Dave
Dicke/RealEstate/D02/ODOT

11/19/2010 02:38 PM

To David Seasly/RENW/CEN/ODOT@ODOT, Mike Ligibel/Planning/D02/ODOT@ODOT, Aaron Behrman/Production/D02/ODOT@ODOT, Steve Colony/Production/D02/ODOT@ODOT, James Bradley/Production/D02/ODOT@ODOT
cc
Subject LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection

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e-mail: ddicke@dot.state.oh.us



Dave
Dicke/RealEstate/D02/ODOT
11/24/2010 11:02 AM

To Kay Ryan/RealEstate/D02/ODOT@ODOT
cc
bcc
Subject Fw: LUC-25-7.92 - Further review of NS submitted
documentation PID 85266

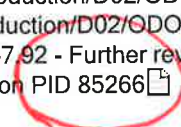
Kay, please send Dave Seasily the documents referred to herein. please see me to work out the details of what to send. thanks DD

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317 East Poe Road, Bowling Green, Ohio 43402
phone: 419-373-4316 fax: 419-380-4407
e-mail: ddicke@dot.state.oh.us

----- Forwarded by Dave Dicke/RealEstate/D02/ODOT on 11/24/2010 11:01 AM -----



Dave
Dicke/RealEstate/D02/ODOT
11/24/2010 11:01 AM

To Richard Behrendt/RealEstate/CEN/ODOT@ODOT, David
Seasily/RENW/CEN/ODOT
cc Jim Viau/RealEstate/CEN/ODOT@ODOT, Steve
Colony/Production/D02/ODOT@ODOT, Ryan
Nuhfer/Aerial/D02/ODOT@ODOT, Aaron
Behrman/Production/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT
Subject Re: LUC-25-7.92 - Further review of NS submitted
documentation PID 85266 

RE: title to land under the Miami Erie Canal, now known as SR 25-7.92 in City of Toledo Lucas County for project pid 85266 proposed bridge reconstruction.

Rich Behrendt,

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I think this needs to be examined more thoroughly by an attorney.

But before or as a part of the examination we need to get a comprehensive title completed, including the court case etc. That then needs to be examined by a surveyor who has some ability to interpret historical documents and identify the subjects of the descriptions. And as we progress the attorney may want added information.

Then with all that we need to ask for a legal interpretation/opinion we can hang our hats on...

Jim Viau, Would you please request that Mike Stokes AAG from Toledo be brought in to assist in this effort.

Dave Seasley, we will need a title of the lands secured, I will send you the basic information asap.

Steve Colony and Ryan Nuhfer, please assign an experienced surveyor to examine the documents we find to opine to the areas involved with the various deed. etc presented.

David T. Dicke
Real Estate Administrator, District 2, ODOT
317 East Poe Road, Bowling Green, Ohio 43402
phone: 419-373-4316 fax: 419-380-4407
e-mail: ddicke@dot.state.oh.us
Richard Behrendt/RealEstate/CEN/ODOT



Richard
Behrendt/RealEstate/CEN/O
DOT
11/24/2010 09:26 AM

To Mike Ligibel/Planning/D02/ODOT@ODOT, Dave
Dicke/RealEstate/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT
cc

Subject LUC-25-7.92 - Further review of NS submitted
documentation

FYI:

I had an opportunity to review the lengthy documentation that Tom O'Dwyer/NS had provided to us at our 11/18 meeting there at D2

The document is a copy of court cases that arose over the ownership of the property that Norfolk Southern (ex-CR, exx-PC, exxx-NYC, exxxx-Lake Shore & Michigan Southern, exxxxx-Northern Indiana Southern RR Co.) now occupies.

Although I have no doubts that the RR owns the property, our issue had always been who actually owns the bridge...

The document that O'Dwyer provided does not address that, although there was a notation in one of the court cases that indicated that " ..in1858, (the Board of Public Works) authorized the Northern Indiana Railroad Company, the predecessor of the defendant, to construct a tunnel under the canal...", which contrary to Dave Wyatt's contention that the RR had been there "...since just after the beginning of time...", leads me to believe that the tunnel under the canal had not yet been built 'till after 1858, so I still have doubts about whether the RR was there before or after the Canal was built in 1845...

The Construction Agreement from 1968 that NS provided for the widening of the bridge does not really address the question of the underlying ownership of the bridge, but only that ODOT is responsible for



"Michael L. Stokes"
<michael.stokes@ohioattorneygeneral.gov>

11/24/2010 04:25 PM

To "Dave.Dicke@dot.state.oh.us"
<Dave.Dicke@dot.state.oh.us>,
"David.Seasly@dot.state.oh.us"

cc

bcc

Subject RE: LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection

All:

I did some additional research this afternoon. There is a nice 1852 map of Toledo at the county law library and it clearly shows Lock 6 on the canal and the surrounding area. There is no railroad depicted anywhere nearby. The closest one is the Toledo, Norwalk & Cleveland which crosses Swan Creek between Newton and Knapp Streets in the vicinity of the present-day main Toledo post office. That railroad crosses the canal about 1/4 mile northeasterly of Swan Creek -- probably about where the present I-75 and SR 25 interchange is. Lock 6 on the canal is a good 1/4 mile southwest of Swan Creek. So basically the nearest RR shown on the 1852 map is about 1/2 mile from the site we are dealing with.

Two sources that should be checked in whatever title research is done are (1) the state's inventory of canal lands (required by the General Assembly in 1894) which should contain all documents pertaining to title and (2) historical railroad valuation maps. An act of the General Assembly in 1894 required all railroads to file maps with the state commissioner of railroads and telegraphs. Val maps generally show the entire RR right of way with cross-references to the instruments under which the RR claims title or right to occupy.

Mike

MICHAEL L. STOKES
Senior Assistant Attorney General
Transportation Section
Ohio Attorney General Richard Cordray
419.245.2556 Direct
419.245.2550 Main
866.444.4524 Fax
email: michael.stokes@ohioattorneygeneral.gov

One Government Center, Suite 1340
Toledo, Ohio 43604-2261

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attachments.

From: Dave.Dicke@dot.state.oh.us [mailto:Dave.Dicke@dot.state.oh.us]
Sent: Wednesday, November 24, 2010 3:22 PM
To: David.Seasly@dot.state.oh.us; Kay.Ryan@dot.state.oh.us; Steve.Colony@dot.state.oh.us; Michael L. Stokes; James.Bradley@dot.state.oh.us
Subject: Re: LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection

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David Seasly/RENW/CEN/ODOT To Dave Dicke/RealEstate/D02/ODOT@ODOT
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11/24/2010 02:46 PM Subject Re: LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection [Link](#)

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Dave
Dicke/RealEstate/D
02/ODOT

To David Seasly/RENW/CEN/ODOT@ODOT, Mike Ligibel/Planning/D02/ODOT@ODOT, Aaron
Behrman/Production/D02/ODOT@ODOT, Steve Colony/Production/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT

11/19/2010 02:38

cc

PM

Subj LUC-25-7.92 pid 85266 request root tile for canal and rail road intersection
ect

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This may result in a new court case to determine who owns what. It seems clear that the Board of Public Works granted the rail road a license to build and operate a rail under the canal, with limitations on canal width to be built by the proposed bridge.... They likely had no right to give up title, thus a licence was issued. Did they have the right to do that as well?

I think this needs to be examined more thoroughly by an attorney.

But before or as a part of the examination we need to get a comprehensive title completed, including the court case etc. That then needs to be examined by a surveyor who has some ability to interpret historical documents and identify the subjects of the descriptions. And as we progress the attorney may want added information.

Then with all that we need to ask for a legal interpretation/opinion we can hang our hats on...

Jim Viau, Would you please request that Mike Stokes AAG from Toledo be brought in to assist in this effort.

Dave Seasley, we will need a title of the lands secured, I will send you the basic information asap.

Steve Colony and Ryan Nuhfer, please assign an experienced surveyor to examine the documents we find to opine to the areas involved with the various deed. etc presented.

David T. Dicke
Real Estate Administrator, District 2, ODOT
317 East Poe Road, Bowling Green, Ohio 43402
phone: 419-373-4316 fax: 419-380-4407
e-mail: ddicke@dot.state.oh.us
Richard Behrendt/RealEstate/CEN/ODOT



Richard
Behrendt/RealEstate/CEN/O
DOT

11/24/2010 09:26 AM

To Mike Ligibel/Planning/D02/ODOT@ODOT, Dave
Dicke/RealEstate/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT

cc

Subject LUC-25-7.92 - Further review of NS submitted
documentation

FYI:

I had an opportunity to review the lengthy documentation that Tom O'Dwyer/NS had provided to us at our 11/18 meeting there at D2

The document is a copy of court cases that arose over the ownership of the property that Norfolk Southern (ex-CR, exx-PC, exxx-NYC, exxxx-Lake Shore & Michigan Southern, exxxxx-Northern Indiana Southern RR Co.) now occupies.

Although I have no doubts that the RR owns the property, our issue had always been who actually owns the bridge...

The document that O'Dwyer provided does not address that, although there was a notation in one of the court cases that indicated that " ..in1858, (the Board of Public Works) authorized the Northern Indiana Railroad Company, the predecessor of the defendant, to construct a tunnel under the canal...", which contrary to Dave Wyatt's contention that the RR had been there "...since just after the beginning of time...", leads me to believe that the tunnel under the canal had not yet been built 'till after 1858, so I still have doubts about whether the RR was there before or after the Canal was built in 1845...

The Construction Agreement from 1968 that NS provided for the widening of the bridge does not really address the question of the underlying ownership of the bridge, but only that ODOT is responsible for

maintenance as per ORC 4957.06, which only muddies the water even more, as this section appears to be applicable only towards maintenance responsibilities of a grade separation structure built as part of a grade crossing elimination project..

Rich Behrendt
Program Mgr./State Rail Coordinator
Ohio Department of Transportation
1980 West Broad St.
Columbus, Ohio 43223
Phone: 614-387-3097
FAX: 614-466-0158
email: richard.behrendt@dot.state.oh.us

GENERAL CONTRACT RECORD

REG. NO. **147 073**

REGISTERED **MAR 18 1968**

ICC-NY-MASS-CAN

CALENDAR

COMPTROLLER

REC'D
MAR 18 1968
N. Y. C. SYSTEM
OFFICE OF
SECRETARY

PENN CENTRAL

466 Lexington Avenue - New York, N.Y. 10017

March 14, 1968 EED/o

SUBJECT: Widening of existing overhead bridge -
Anthony Wayne Trail (U.S. Route #24)
over 2 Main Tracks in City of Toledo,
Lucas County, Ohio.

File T-101-4-31

Mr. Thomas M. Major, Deputy Director
Division of Planning and Programming
Ohio Department of Highways
25 S. Front Street-Room 402
Columbus, Ohio 43216

Your ref: LUC-24-24.30
LUC-24-2441

Attention: Mr. Byrd Fialox, Jr.

Dear Sir:

This will acknowledge yours of March 4 transmitting
one (1) bound (the RR Copy) and twelve (12) unbound copies of
the covering agreement #1745 for the above project.

Special clauses transmitted with yours of February 20
are satisfactory to the Railroad.

Yours very truly,

(Signed) C. E. DEFENDORF

CHIEF ENGINEER

BC: Mr. R. W. Carroll:

One fully executed, bound copy of covering
agreement (State #1745) and 12 conformed copies
herewith for registration and distribution.
C.E.D.

Encls.

147073

147073

IN THE MATTER OF THE WIDENING OF
THE EXISTING GRADE SEPARATION
STRUCTURE OVER THE TRACKS OF THE
NEW YORK CENTRAL RAILROAD COMPANY
ON THE ANTHONY WAYNE TRAIL, STATE
ROUTE NO. U.S. 24 AT A POINT BETWEEN
CURTIS STREET AND FIELD AVENUE IN
THE CITY OF TOLEDO, LUCAS COUNTY,
OHIO.

AGREEMENT NO. 1745

A G R E E M E N T

THIS AGREEMENT, made this 31st day of January 1968, between the State of Ohio, acting by and through the Director of Highways of the State of Ohio, as First Party, hereinafter referred to as the STATE and The New York Central Railroad Company, as Second Party, hereinafter referred to as the COMPANY.

WITNESSETH:

WHEREAS, existing State Route No. U.S. 24, the Anthony Wayne Trail, now crosses two tracks of the COMPANY at a point between Curtis Street and Field Avenue in the City of Toledo, Lucas County, Ohio, by means of Bridge No. LUC-24-2441, and

WHEREAS, the STATE now proposes to widen the existing structure to provide additional traffic lanes. Said reconstruction hereinafter referred to as the PROJECT, and

WHEREAS, under such conditions, Chapter 5523 of the Revised Code of Ohio and other grade crossing elimination laws of the State of Ohio do not apply to the PROJECT herein considered, and

WHEREAS, the Director of Highways of the State of Ohio is empowered generally by Chapter 5501 of the Revised Code of Ohio to carry forward highway improvements of the type herein contemplated, and

WHEREAS, the Federal Aid Highway Act of 1956, as amended, and Section 5531.03 of the Revised Code of Ohio, have become effective providing funds for the construction costs of projects, such as is contemplated herein, and

WHEREAS, it is desired by the parties hereto to carry out and accomplish the separation of grades of the said proposed crossing with the tracks of the COMPANY at the point hereinbefore mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties respectively and the proportion of costs and expenses to be paid by each of said parties and the mode and time of payment therefor.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1.

The plans of the STATE for the said improvement are identified by title as follows:

"State of Ohio, Department of Highways, LUC-24-24.30, Lucas County, Grade Separation with The New York Central Railroad Company" and known as Federal Aid Project No.

Before this agreement shall be in force and effect, the foregoing plans shall meet the approval of the parties hereto, and upon such approval shall become a part of this agreement by reference.

SECTION 2.

The work to be done under this agreement and shown on the plans described under SECTION 1 of this agreement consists of the widening of Bridge No. LUC-24-2441 over the tracks of the COMPANY and the necessary approaches thereto.

Said work will consist of the widening of the existing structure on the north and south sides with a steel beam superstructure and reinforced concrete deck supported by a reinforced concrete substructure. The reconstruction of the structure will provide an additional roadway width of about 42'-0" \pm with a monolithic concrete wearing surface. The structure will span the existing tracks of the COMPANY providing a minimum vertical clearance of 21'-8" above top of rails and a minimum horizontal clearance of 8'-4" from centerline of track to near face of pier.

It is understood that temporary minimum construction clearances of 19'-0" vertically from top of rails and 8'-0" horizontally from centerline of track will be permitted by the COMPANY, but the STATE shall secure the consent of the Public Utilities Commission of the State of Ohio to such restricted clearances.

The construction of the highway and the necessary earth work to effect the clearances shown above, the grading, draining and paving of the highway, the seeding and planting of slopes, the construction of highway guard rails, the settlement of claims for property purchased, appropriated and damaged by such construction, and the maintenance of railroad traffic and rearrangement and restoration of railroad facilities made necessary by the work herein contemplated, shall be considered as necessary items to be included as part of this improvement.

SECTION 3.

Responsibility for the several necessary items of work shall be as follows:

- (a) The following items shall be let in contract by the STATE after competitive bidding as provided by law, at PROJECT expense, subject to the provisions of this agreement:
 - (1) Grading, draining and paving the highway, including constructing any necessary side drives and approaches.
 - (2) Sodding, seeding and planting of slopes.
 - (3) Erecting necessary highway guard rails.
 - (4) Reconstruction of reinforced concrete substructure, including excavation, piling and backfill therefor.
 - (5) Reconstruction of steel beam superstructure with reinforced concrete deck and monolithic concrete wearing surface.
- (b) The following items shall be done or caused to be done by the COMPANY with its own forces, at PROJECT expense, subject to the provisions of this agreement:
 - (1) Changes in communication and signal lines, interlocking and signal apparatus.
 - (2) Provision of switchtenders, flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operations as may be necessary

in connection with the work performed by the COMPANY'S forces.

SECTION 4.

Any work not specifically provided for in SECTION 3 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work, as provided for by the rules and regulations of the Bureau of Public Roads as then in effect.

SECTION 5.

All work to be done by the COMPANY under the provisions of this agreement shall be done in accordance with the plans described in SECTION 1, together with such other plans and specifications detailed and supplementary thereto as may be mutually agreed upon and as may be necessary to carry out the work fully in accordance with the intent of this agreement and in accordance with good engineering practice. All work to be done by the STATE shall be done in accordance with said plans and under the standard and supplemental specifications of the Department of Highways in force on the date of the award of the contract, together with such special provisions as may be agreed upon by the parties hereto.

The STATE shall require its contractor to bear all costs of protecting railroad traffic made necessary or occasioned by his operations, as set forth in special provisions to be approved by the parties hereto, which are more specifically set forth in "Special Clauses in the Proposal" and which are included in this agreement by reference.

The COMPANY agrees to furnish the STATE'S contractor at said contractor's sole expense, and the STATE shall require its contractor to use, such switch-tenders, flagmen, telegraph operators, pilots, watchmen or other protective services and devices, other than engineering personnel, as in the opinion of the COMPANY are required to promote safety and insure continuity of railroad traffic during the contractor's operations.

The COMPANY agrees to bill the contractor promptly for such services and devices and further agrees to submit a complete and final bill within sixty (60) days after receipt of notice from the contractor that all operations requiring such service have been completed.

The STATE shall require its contractor to reimburse the COMPANY for such services and devices promptly on receipt of bills. The STATE agrees to withhold final payment to its contractor until the contractor has furnished the STATE a statement from the COMPANY that all bills chargeable hereunder to the contractor by the COMPANY have been paid.

SECTION 6.

The STATE shall have general charge of the engineering work on the PROJECT, but the COMPANY shall provide such engineering services as the STATE may require. Nothing herein shall deny the COMPANY the right to place inspectors on work being done on its property or facilities. Preliminary engineering costs incurred by the COMPANY subsequent to October 22, 1965 may be charged against the PROJECT.

Construction engineering and inspection costs incurred by the COMPANY subsequent to the award of a construction contract by the STATE may be charged against the PROJECT.

SECTION 7.

The COMPANY shall put in execution such "Slow Orders" as may be necessary to carry on the work under this agreement with reasonable economy and dispatch. It is understood that any required speed of less than thirty (30) miles per hour

3-7-60
1-10-61

is an unreasonable restriction of traffic. The STATE shall require its contractor at all times to use all reasonable care and diligence and to cooperate with the officials of the COMPANY in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of the COMPANY.

Any of the COMPANY'S equipment, such as work trains, locomotive cranes, cars or other rolling stock used on the work by the STATE'S contractor in carrying out his contract shall not be chargeable to the parties hereto, but the STATE shall require the contractor to bear the cost of the rental of such equipment as part of the contract price for the work.

SECTION 8.

It is understood that the construction costs of the PROJECT herein contemplated are to be financed from funds provided by the STATE and expended in accordance with Federal regulations, that all plans, specifications, estimates of costs, awards of contracts, acceptance of work and procedure in general will at all times conform to all Federal laws, rules, regulations, orders and approvals applying to a Federal Aid Project, and the STATE shall reimburse the COMPANY for construction costs and for preliminary and construction engineering costs in accordance with Policy and Procedure Memorandum 30-3 of the Bureau of Public Roads or any subsequent amendments thereto, in such amounts and forms as are proper and eligible for payment from Federal Aid highway funds. The COMPANY shall render its billings to the STATE in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records of, and substantiating data for such costs as may be necessary.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of the STATE, render it impracticable to utilize funds from the current appropriation for the construction of the PROJECT, then at any time before a construction contract is executed by the STATE, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon become null and void. The STATE shall reimburse the COMPANY for all costs and expenses incurred by it at the request of the STATE on account of the PROJECT, prior to such cancellation.

SECTION 9.

If at any time the STATE'S contractor requires a temporary crossing over the COMPANY'S tracks, the STATE shall require said contractor to arrange with the COMPANY for such crossing.

SECTION 10.

The STATE shall have charge of all disposition of property or property rights taken for the PROJECT whether purchased or appropriated, if any, and all damages to owners of abutting property or other property on account of the improvement herein contemplated. The cost of said property and property rights and damage to property shall be borne by the STATE.

The COMPANY agrees to grant insofar as it has the legal right to do so, to the STATE, at a price to be agreed upon or as may be judicially determined, an easement for highway purposes across its property, of sufficient width to permit construction and maintenance of the PROJECT. The STATE shall furnish plans and descriptions for such easement.

In case action involving said improvement is brought by or against either party hereto, said party shall promptly notify the other party of the pendency of such action.

SECTION 11.

The COMPANY may bill the STATE monthly for its force account work when costs exceed \$1,000. Progressive invoices may be submitted for work done during the previous month or period showing portion of estimated cost completed. Final bill covering actual cost of work and showing all details shall be submitted to the STATE within ninety (90) days after completion of said work. The STATE shall pay all bills within sixty (60) days after receipt thereof. The STATE may hold a retainer on all bills not to exceed eight percent (8%) until final payment. Final payment for all amounts due the COMPANY shall be paid by the STATE within sixty (60) days after final audit has been made and approved.

SECTION 12.

Each party hereto waives, but only as against the other, any and all damages or right to claim damages to any of its property growing out of or in any way connected with the improvement herein contemplated, except as otherwise provided for in this agreement.

The STATE shall require of its contractor a bond, conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the STATE and the COMPANY and shall further require its contractor to take out before work is commenced, and keep in effect until work is completed and accepted, a policy of Public Liability and Property Damage Insurance in an insurance company authorized to do business in the State of Ohio, to protect the STATE and a like policy to protect the COMPANY against loss or damage to property and injury to or death of persons, and against all claims, demands, expenses, suits or judgments arising because of, or resulting from the operations of the contractor, his subcontractor, agents or employees, each such policy of insurance to provide for payment not to exceed the amount of \$500,000.00 for injury to or death of one person and \$1,000,000.00 for any one accident, and \$500,000.00 for property damage for any one accident, and with a total or aggregate property damage limit of \$1,000,000.00.

The above insurance provisions are more specifically set forth in "Special Clauses in the Proposal" which are included in this agreement by reference.

SECTION 13.

The work provided for in this agreement shall be commenced by the parties within thirty (30) days from the date on which this agreement becomes effective, the COMPANY has been notified by the STATE to proceed and all funds necessary therefor on the part of the STATE have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

Upon completion of the PROJECT herein contemplated the responsibility for maintenance shall be as follows:

- (a) When the public way passes over the tracks of the COMPANY by means of a highway overhead structure, the STATE shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of the bridge structure and surfaces, approach grades, and all other highway facilities constructed or changed under the terms of this agreement. The COMPANY shall, at its own cost and expense, maintain, repair and renew, all of its facilities constructed or changed under the terms of this agreement.
- (b) When the public way passes under the tracks of the COMPANY by means of a highway underpass structure, the COMPANY shall, at its own cost and expense, maintain, repair and renew the bridge drainage system, floor slab or plate including waterproofing, all track facilities including ballast and all other of its facilities constructed or changed under the terms of this agreement. The STATE shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of all other portions of the bridge and the highway approaches constructed or changed under the terms of this agreement. It is understood and agreed between the parties hereto, that all costs of protecting or maintaining railroad traffic made necessary by the ordinary maintenance or repair of the railroad structure shall be borne by the COMPANY.

The COMPANY shall have the right, to attach to the portion of said structure, where it crosses the property of the COMPANY, such signal, electric and communication wires as may be requisite or useful in the operation of the COMPANY, said attachments to be made and maintained by the COMPANY at its own expense. No such attachments shall be made without the approval of the Director of Highways of the State of Ohio.

SECTION 14.

This agreement shall be for the benefit of the parties hereto only and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except the STATE and the COMPANY and the successors and assigns of the COMPANY.

SECTION 15.

The Bureau of Public Roads' Policy and Procedure Memorandum No. 21-10 classifies this PROJECT in Classification No. 2 resulting in no ascertainable benefits to the COMPANY. The Parties signatory to this agreement accept this classification as applicable in this instance. The COMPANY'S contribution shall be zero dollars.

The total cost of the construction work herein contemplated shall be borne by the STATE.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in duplicate as of the day and year first above written.

BA
 (SEAL)
 Attest *W. C. Brannon*
 Secretary

(SEAL)
 Attest *[Signature]*
 ASSISTANT Secretary

THE STATE OF OHIO

By *P. E. Masteter*
Director of Highways

THE NEW YORK CENTRAL RAILROAD COMPANY

By *[Signature]*
Vice President

APPROVALS
<i>B.K.V.</i> GEN. ATTY.
<i>CEP</i> CHIEF ENGR.
<i>ERB</i> GEN. M'GR.
<i>[Signature]</i> Asst. V.P. Eng'r

APPROVED AS TO FORM

William B. Saxbe
Attorney General

Date *February 14, 1968*



The Mannik & Smith Group

1800 Indian Wood Circle
Maumee, OH 43537-4086
(419) 891-2222
Fax: (419) 891-1595
www.manniksmithgroup.com

LETTER OF TRANSMITTAL

TO: DEB BRADWIN
DISTRICT 2
317 E. Foe Rd.
BOWLING GREEN, OH 43402

DATE: 2-14-05
PROJECT NO.: OH12A
RE: ALUC-25-7.92/8.29/8.37
RIGHT OF WAY PLAN SHEET
PID No. 23593

ENCLOSED ARE THE FOLLOWING:

NO. OF COPIES	DESCRIPTION
2	R/W PLAN SHEET @ N.S. RAILROAD

FOR REVIEW & COMMENT TRACING COMING IN 3/16

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- For review and comment
- Approved as submitted
- Approved as noted
- Returned for corrections
- Other _____

WAITING for a response from Dave

CRAIG

OK - except

Speak to Dave about reducing Temp take area away from tracks
C.A.H.

RECEIVED
OHIO DEPT. OF TRANSP.
DISTRICT 2
FEB 15 2005
PRODUCTION DEPARTMENT

SIGNED JAMES P. Mearl

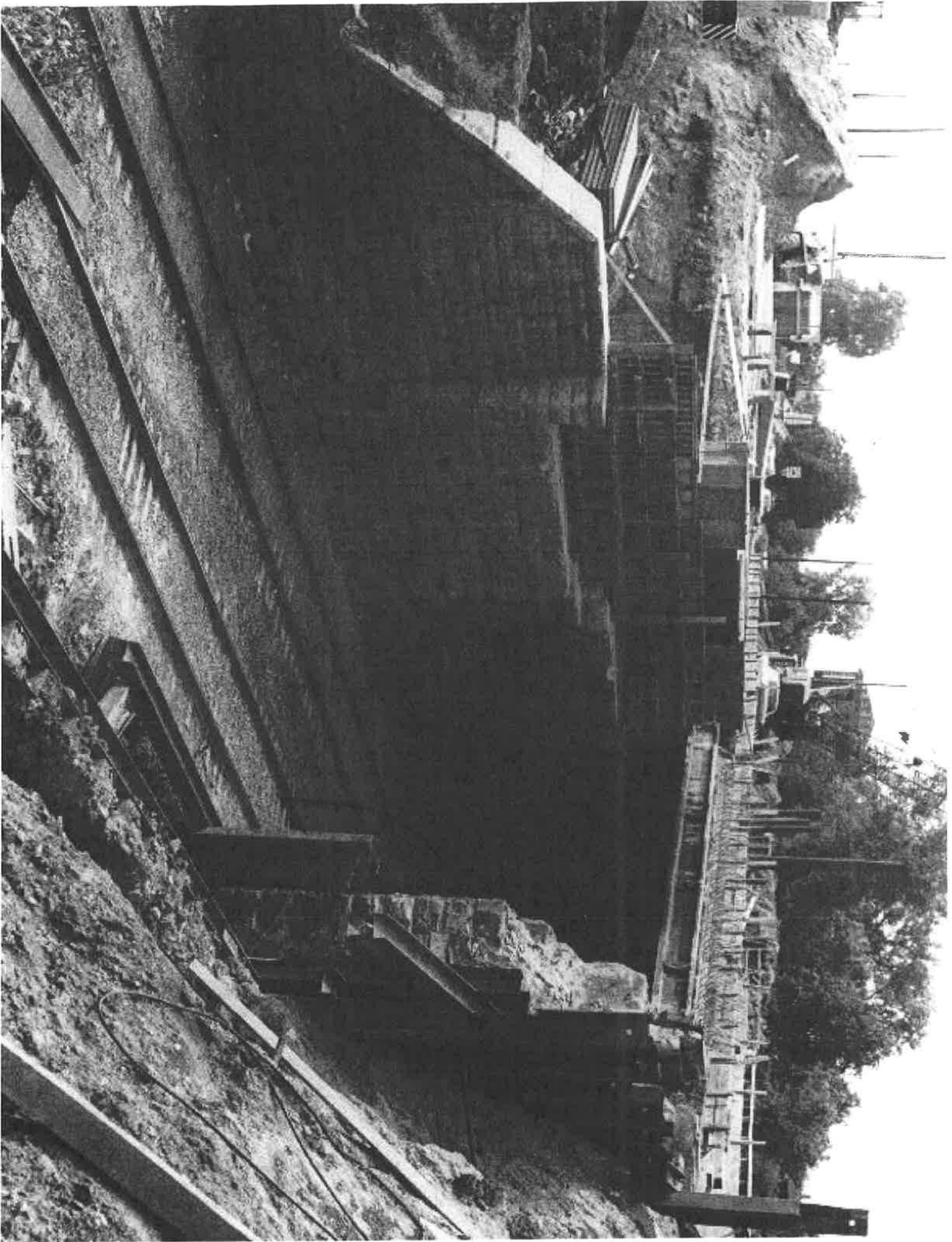
PRINTED _____

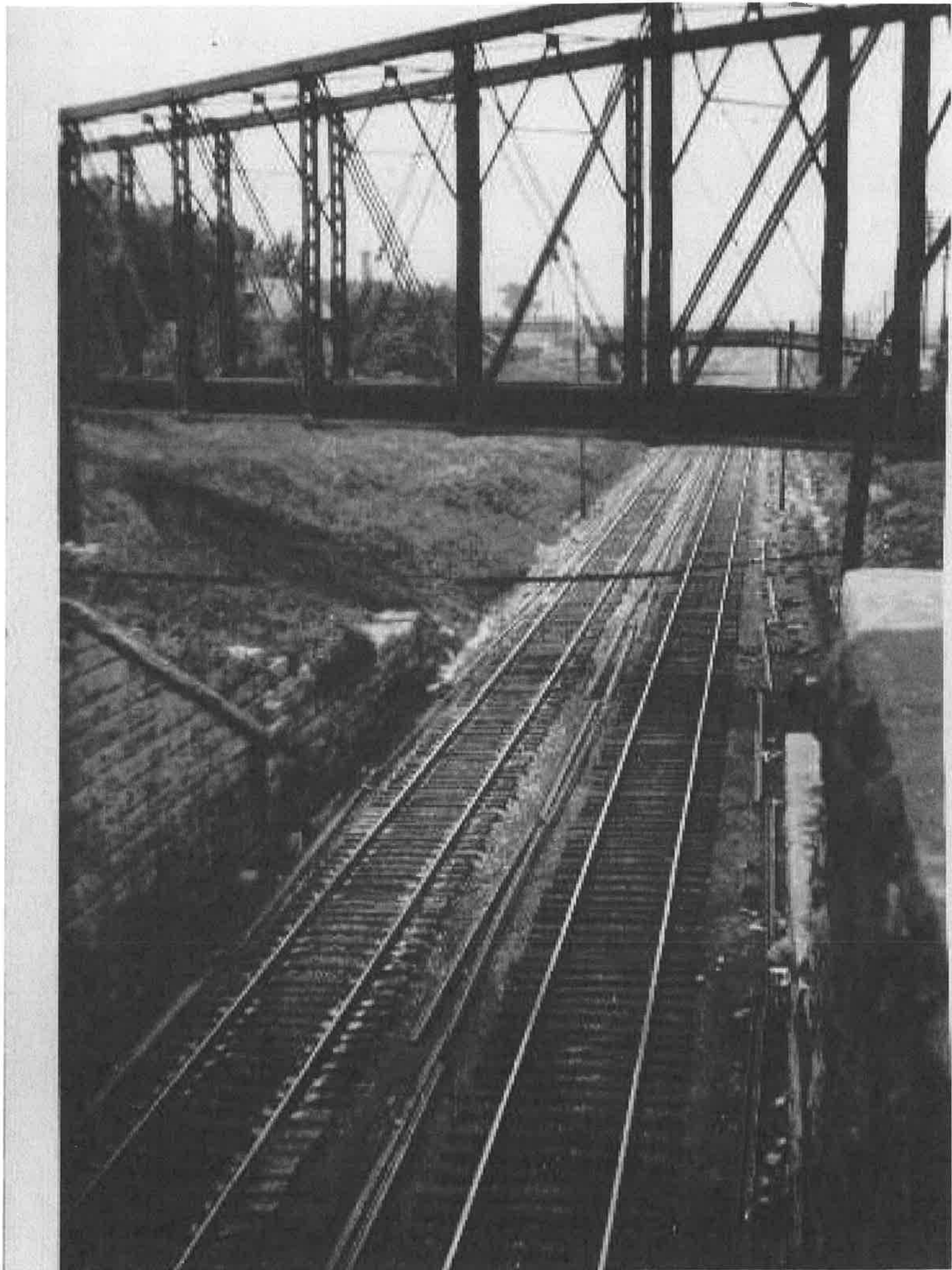
This to mann

- Should Temp Easement be reduced?
- and kept away from RR tracks.
- No. Its CRAIG OK over

ons to which you agree by accepting these terms on a reply to this message or using the information in any using the information for reference.

group, Inc. may not be altered in manner, form or content without our prior express written consent. in the attached information, you will promptly notify us so that we can make any necessary revisions. Mannik & Smith Group, Inc. is not responsible for any errors caused by the transmission of said files, your





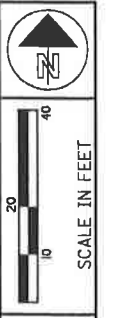
PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

- Conventional Signs**
- County Line
 - Township Line
 - Section Line
 - Corporation Line
 - Fence Exist. —X—X— Prop. —X—X—
 - Center Line
 - Trees, Stumps, (To Be Removed)
 - Utility Poles: Telephone, Power, Light
 - Standard Highway Easement —SH—
 - Temp. Right Of Way —TMP—
 - Right Of Way (Only) —R/W—
 - Limited Access & Right Of Way —LA & RW—
 - Existing Right Of Way —Ex. R/W—
 - Property Line —P— (In Existing Fence)
 - Railroad
 - Guardrail (Exist) (Prop.)
 - Monument Found



Property Map



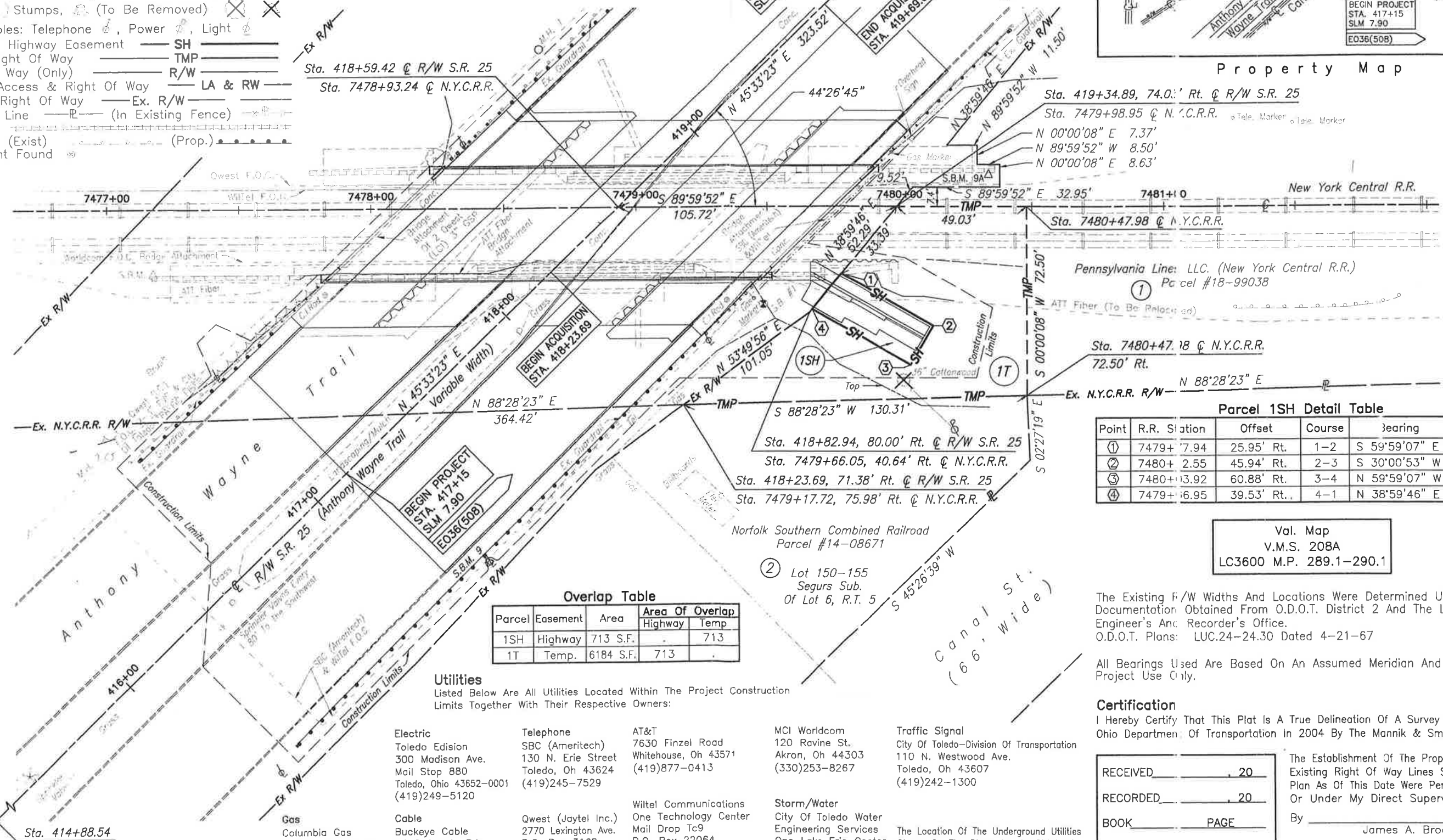
PID NO. 23593

R/W DESIGNER: J.L.W.
JOB: J.L.W.
R/W REVIEWER: J.L.W.

RAILROAD PLAT
LUC-25-0729
SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD

LUC-25-(7.92)(8.29)(8.37)

1/1



Sta. 419+34.89, 74.03' Rt. @ R/W S.R. 25
Sta. 7479+98.95 @ N.Y.C.R.R. Tele. Marker
N 00'00'08" E 7.37'
N 89'59'52" W 8.50'
N 00'00'08" E 8.63'

Sta. 7480+47.98 @ N.Y.C.R.R.
Sta. 7480+47.18 @ N.Y.C.R.R. 72.50' Rt.
Ex. N.Y.C.R.R. R/W N 88'28'23" E

Pennsylvania Line, LLC. (New York Central R.R.)
Parcel #18-99038
ATT Fiber (To Be Relocated)

Sta. 7480+47.18 @ N.Y.C.R.R. 72.50' Rt.
Ex. N.Y.C.R.R. R/W N 88'28'23" E

Sta. 418+82.94, 80.00' Rt. @ R/W S.R. 25
Sta. 7479+66.05, 40.64' Rt. @ N.Y.C.R.R.
Sta. 418+23.69, 71.38' Rt. @ R/W S.R. 25
Sta. 7479+17.72, 75.98' Rt. @ N.Y.C.R.R.

Norfolk Southern Combined Railroad
Parcel #14-08671

Lot 150-155
Segurs Sub.
Of Lot 6, R.T. 5

Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
1	7479+7.94	25.95' Rt.	1-2	S 59'59'07" E	39.97'
2	7480+2.55	45.94' Rt.	2-3	S 30'00'53" W	17.25'
3	7480+13.92	60.88' Rt.	3-4	N 59'59'07" W	42.69'
4	7479+16.95	39.53' Rt.	4-1	N 38'59'46" E	17.46'

Val. Map
V.M.S. 208A
LC3600 M.P. 289.1-290.1

The Existing F/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's And Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-67

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification

I Herby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

RECEIVED _____ 20____
RECORDED _____ 20____
BOOK _____ PAGE _____
COUNTY RECORDER

The Establishment Of The Property Lines And Existing Right Of Way Lines Shown On This Plan As Of This Date Were Performed By Me Or Under My Direct Supervision.
By _____
James A. Broadway
Surveyor No. 6909 Date _____

Overlap Table

Parcel	Easement	Area	Area Of Overlap
1SH	Highway	713 S.F.	713
1T	Temp.	6184 S.F.	713

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- | | | | | |
|---|--|---|---|---|
| Electric
Toledo Edison
300 Madison Ave.
Mail Stop 880
Toledo, Ohio 43652-0001
(419)249-5120 | Telephone
SBC (Ameritech)
130 N. Erie Street
Toledo, Oh 43624
(419)245-7529 | AT&T
7630 Finzel Road
Whitehouse, Oh 43571
(419)877-0413 | MCI Worldcom
120 Ravine St.
Akron, Oh 44303
(330)253-8267 | Traffic Signal
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, Oh 43607
(419)242-1300 |
| Gas
Columbia Gas
333 South Erie St.
Toledo, Ohio 43602
(419)252-8111 | Cable
Buckeye Cable
4818 Angola Rd.
Toledo, Ohio 43615-6411
(419)724-9810 | Qwest (Jaytel Inc.)
One Technology Center
Mail Drop Tc9
P.O. Box 22064
Tulsa, Oklahoma 74121-2064
(419)884-0400 | Storm/Water
City Of Toledo Water
Engineering Services
One Lake Erie Center
Toledo, Oh 43604
(419)885-8965 | The Location Of The Underground Utilities
Shown On The Plans Are As Obtained From The Owners As Required By Section 153.64 O.R.C. |

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-	-	Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

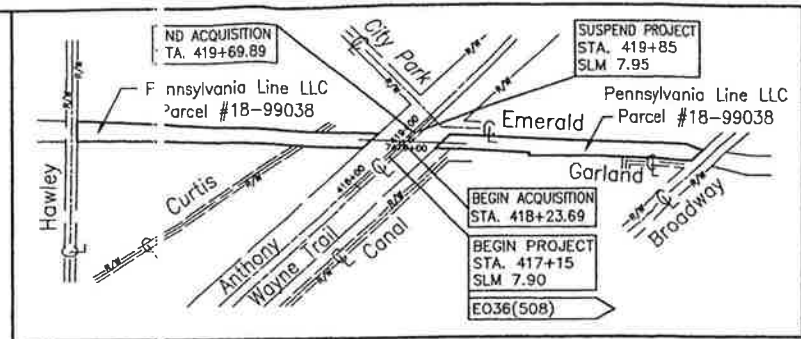
UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

S:\PROJECTS\CA\OHIO\A\BRODER\OHIO\2004\GAIN\25.0729\11725
 C:\Users\jlb\Documents\11725
 Last Revision: 8/1/05
 Description: REVISED

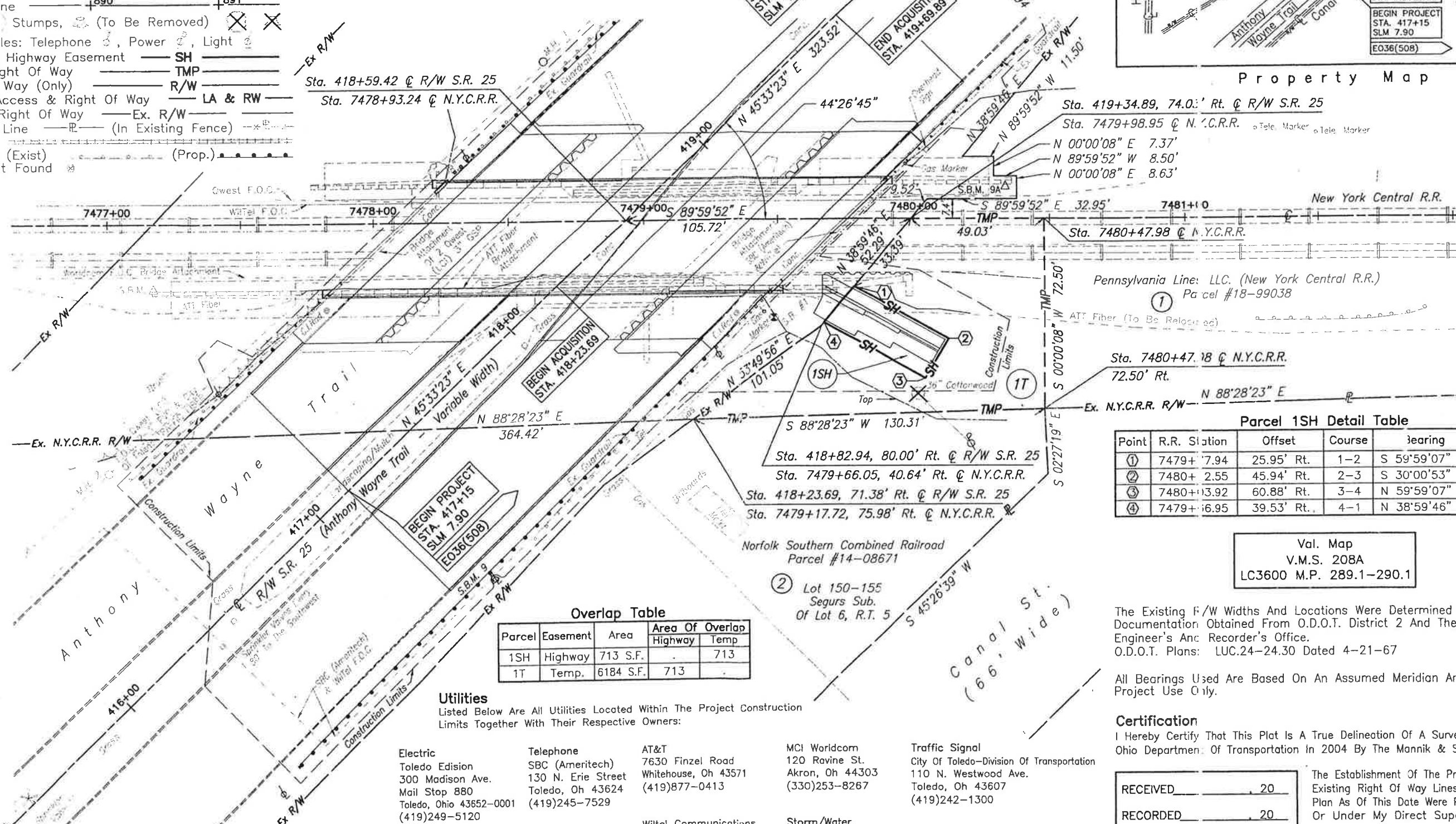
PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

- Conventional Signs**
- County Line
 - Township Line
 - Section Line
 - Corporation Line
 - Fence Exist. ---X--- Prop. ---X---
 - Center Line
 - Trees, Stumps, (To Be Removed)
 - Utility Poles: Telephone, Power, Light
 - Standard Highway Easement SH
 - Temp. Right Of Way TMP
 - Right of Way (Only) R/W
 - Limited Access & Right Of Way LA & RW
 - Existing Right Of Way Ex. R/W
 - Property Line (In Existing Fence)
 - Railroad
 - Guardrail (Exist) (Prop.)
 - Monument Found



Property Map



Sta. 419+34.89, 74.0: Rt. @ R/W S.R. 25
Sta. 7479+98.95 @ N.Y.C.R.R. Tele. Marker Tele. Marker
N 00°00'08" E 7.37'
N 89°59'52" W 8.50'
N 00°00'08" E 8.63'

New York Central R.R.
Sta. 7480+47.98 @ N.Y.C.R.R.
Pennsylvania Line: LLC. (New York Central R.R.)
Parcel #18-99038
AT&T Fiber (To Be Relocated)

Sta. 7480+47.18 @ N.Y.C.R.R.
72.50' Rt.
Ex. N.Y.C.R.R. R/W N 88°28'23" E

Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+7.94	25.95' Rt.	1-2	S 59°59'07" E	39.97'
②	7480+2.55	45.94' Rt.	2-3	S 30°00'53" W	17.25'
③	7480+13.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
④	7479+16.95	39.53' Rt.	4-1	N 38°59'46" E	17.46'

Val. Map
V.M.S. 208A
LC3600 M.P. 289.1-290.1

The Existing F/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's And Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-67

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification
I Herby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

RECEIVED _____ 20
RECORDED _____ 20
BOOK _____ PAGE _____
By _____
Surveyor No. 6909 Date _____

Overlap Table

Parcel	Easement	Area	Area Of Overlap
1SH	Highway	713 S.F.	713
1T	Temp.	6184 S.F.	713

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- | | | | | |
|--|---|---|--|--|
| Electric
Toledo Edison
300 Madison Ave.
Mail Stop 880
Toledo, Ohio 43652-0001
(419)249-5120 | Telephone
SBC (Ameritech)
130 N. Erie Street
Toledo, Oh 43624
(419)245-7529 | AT&T
7630 Finzel Road
Whitehouse, Oh 43571
(419)877-0413 | MCI Worldcom
120 Ravine St.
Akron, Oh 44303
(330)253-8267 | Traffic Signal
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, Oh 43607
(419)242-1300 |
| Gas
Columbia Gas
333 South Erie St.
Toledo, Ohio 43602
(419)252-8111 | Cable
Buckeye Cable
4818 Angola Rd.
Toledo, Ohio 43615-6411
(419)724-9810 | Qwest (Jaytel Inc.)
2770 Lexington Ave.
P.O. Box 3168
Mansfield, Oh 44904
(419)884-0400 | Storm/Water
City Of Toledo Water
Engineering Services
One Lake Erie Center
Toledo, Oh 43604
(419)885-8965 | The Location Of The Underground Utilities
Shown On The Plans Are As Obtained
From The Owners As Required By Section
153.64 O.R.C. |

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRU in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-		Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined RR		14-08671	0.623 Ac						No Take

UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS

SCALE IN FEET
20
10
0

PID NO. 23593
JOB NO. 23593
DESIGNER J.L.W.
REVIEWER J.L.W.

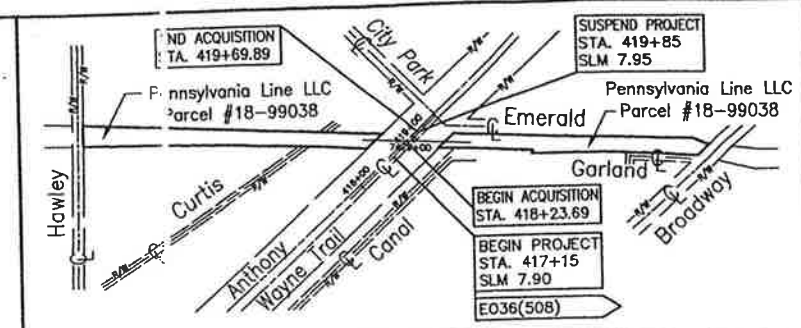
RAILROAD PLAT
LUC-25-0729
SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD

LUC-25-(7.92)(8.29)(8.37)

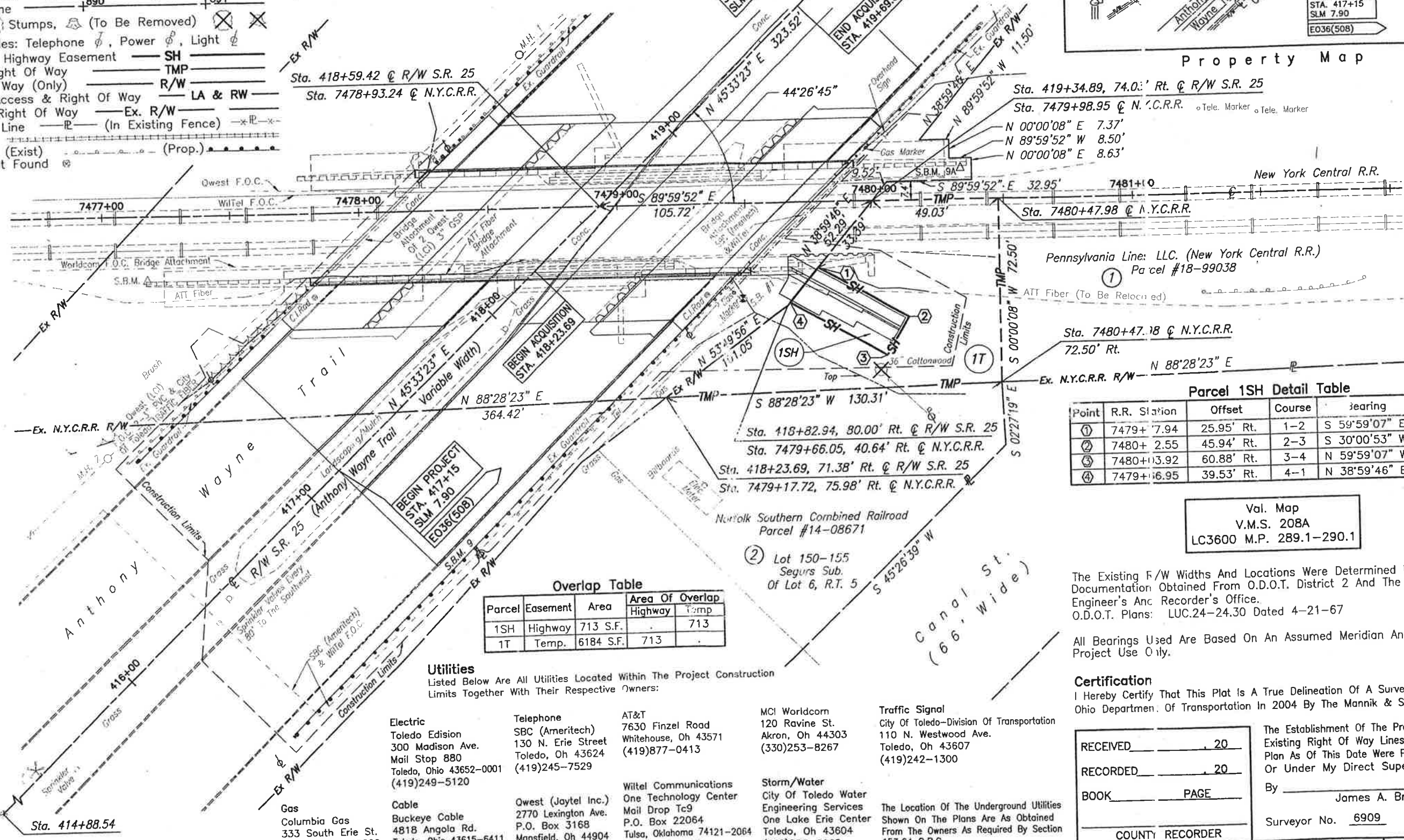
PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

- ### Conventional Signs
- County Line _____
 - Township Line _____
 - Section Line _____
 - Corporation Line _____ Or _____
 - Fence Exist. -X- Prop. -X-
 - Center Line _____
 - Trees, Stumps, (To Be Removed) ⊗ ⊗
 - Utility Poles: Telephone Ⓣ, Power Ⓢ, Light Ⓛ
 - Standard Highway Easement SH
 - Temp. Right Of Way TMP
 - Right Of Way (Only) R/W
 - Limited Access & Right Of Way LA & RW
 - Existing Right Of Way Ex. R/W
 - Property Line (In Existing Fence) -X-
 - Railroad _____
 - Guardrail (Exist) _____ (Prop.) _____
 - Monument Found ⊗



Property Map



Sta. 419+34.89, 74.0' Rt. @ R/W S.R. 25
Sta. 7479+98.95 @ N.Y.C.R.R. Tele. Marker Tele. Marker
N 00°00'08" E 7.37'
N 89°59'52" W 8.50'
N 00°00'08" E 8.63'

Sta. 7480+47.98 @ N.Y.C.R.R.
72.50' Rt.
N 88°28'23" E

Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
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Val. Map
V.M.S. 208A
LC3600 M.P. 289.1-290.1

The Existing F/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's Anc. Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-67

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification
I hereby certify that this plat is a true delineation of a survey made for the Ohio Department of Transportation in 2004 by The Mannik & Smith Group, Inc.

RECEIVED _____ 20
RECORDED _____ 20
BOOK _____ PAGE _____
By _____ James A. Broadway
Surveyor No. 6909 Date _____

REV. BY	DATE	DESCRIPTION

Overlap Table

Parcel	Easement	Area	Area Of Overlap
1SH	Highway	713 S.F.	713
1T	Temp.	6184 S.F.	713

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- Electric**
Toledo Edison
300 Madison Ave.
Mail Stop 880
Toledo, Ohio 43652-0001
(419)249-5120
- Telephone**
SBC (Ameritech)
130 N. Erie Street
Toledo, Oh 43624
(419)245-7529
- AT&T**
7630 Finzel Road
Whitehouse, Oh 43571
(419)877-0413
- MCI Worldcom**
120 Ravine St.
Akron, Oh 44303
(330)253-8267
- Traffic Signal**
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, Oh 43607
(419)242-1300
- Gas**
Columbia Gas
333 South Erie St.
Toledo, Ohio 43602
(419)252-8111
- Cable**
Buckeye Cable
4818 Angola Rd.
Toledo, Ohio 43615-6411
(419)724-9810
- Qwest (Jaytel Inc.)**
2770 Lexington Ave.
P.O. Box 3168
Mansfield, Oh 44904
(419)884-0400
- Willtel Communications**
One Technology Center
Mail Drop Tc9
P.O. Box 22064
Tulsa, Oklahoma 74121-2064
(330)647-0297
- Storm/Water**
City Of Toledo Water
Engineering Services
One Lake Erie Center
Toledo, Oh 43604
(419)885-8965

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-	-	Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

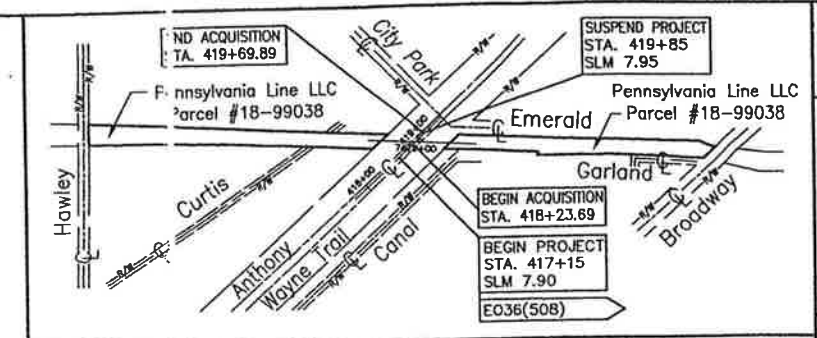
UNDERGROUND UTILITIES
TWO WORKING DAYS
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CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
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MUST BE CALLED DIRECTLY

PID NO. 23593
 JDB
 J.L.W.
RAILROAD PLAT
 LUC-25-0729
 LUC-25-(7.92)(8.29)(8.37)
 SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD
 OHDL2B

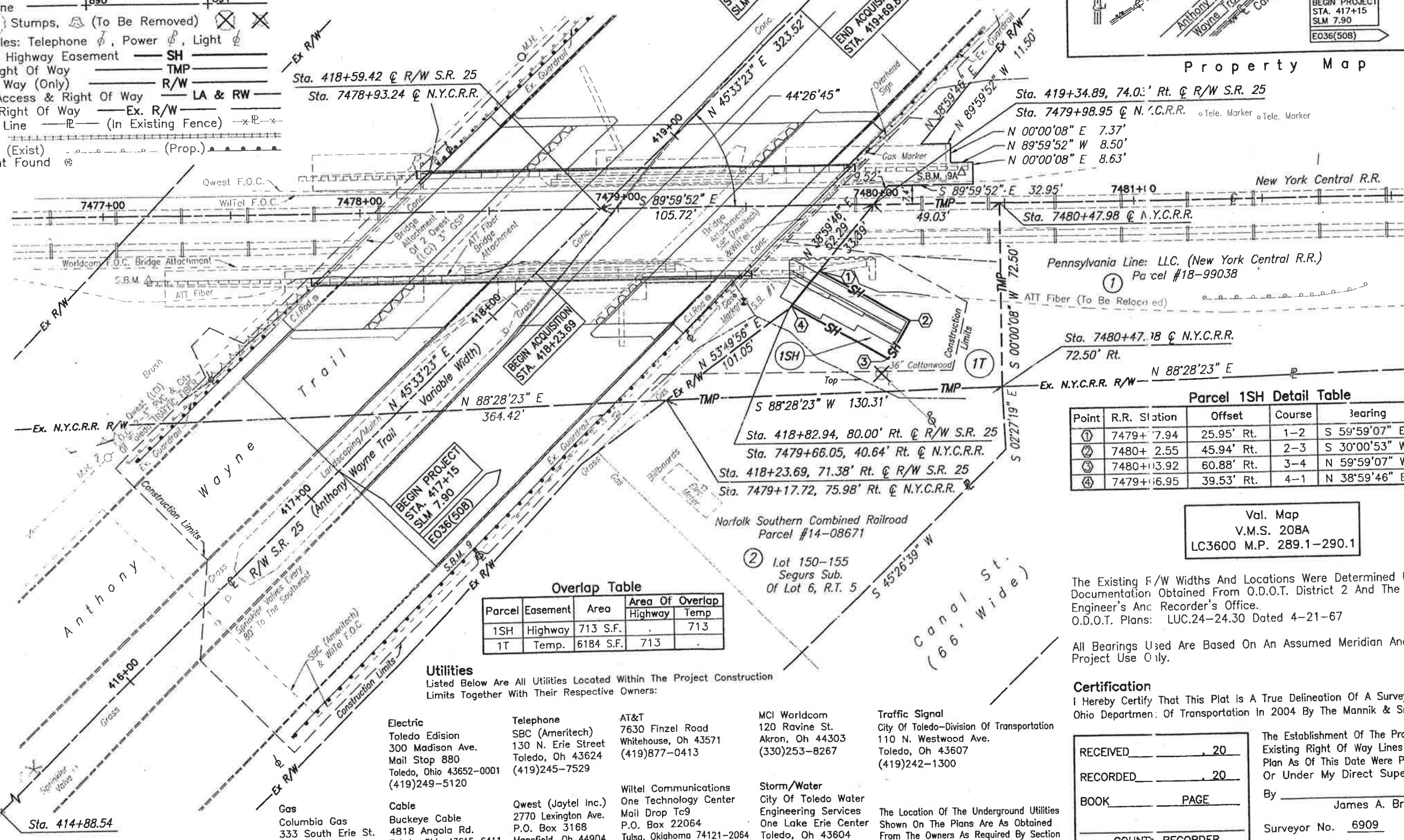
PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

- Conventional Signs**
- County Line _____
 - Township Line _____
 - Section Line _____
 - Corporation Line _____ Or _____
 - Fence Exist. —X— Prop. —X—
 - Center Line —+890— Or —+891—
 - Trees, Stumps, (To Be Removed) [Symbol]
 - Utility Poles: Telephone [Symbol], Power [Symbol], Light [Symbol]
 - Standard Highway Easement —SH—
 - Temp. Right Of Way —TMP—
 - Right Of Way (Only) —R/W—
 - Limited Access & Right Of Way —LA & RW—
 - Existing Right Of Way —Ex. R/W—
 - Property Line —P— (In Existing Fence) —P—
 - Railroad _____
 - Guardrail (Exist) _____ (Prop.) _____
 - Monument Found [Symbol]



Property Map



Sta. 418+59.42 @ R/W S.R. 25
Sta. 7478+93.24 @ N.Y.C.R.R.

Sta. 419+34.89, 74.03' Rt. @ R/W S.R. 25
Sta. 7479+98.95 @ N.Y.C.R.R. Tele. Marker Tele. Marker

N 00°00'08" E 7.37'
N 89°59'52" W 8.50'
N 00°00'08" E 8.63'

Sta. 7480+47.98 @ N.Y.C.R.R.

Sta. 7480+47.18 @ N.Y.C.R.R.
72.50' Rt.

Sta. 418+82.94, 80.00' Rt. @ R/W S.R. 25
Sta. 7479+66.05, 40.64' Rt. @ N.Y.C.R.R.
Sta. 418+23.69, 71.38' Rt. @ R/W S.R. 25
Sta. 7479+17.72, 75.98' Rt. @ N.Y.C.R.R.

Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+7.94	25.95' Rt.	1-2	S 59°59'07" E	39.97'
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Val. Map
V.M.S. 208A
LC3600 M.P. 289.1-290.1

The Existing F/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's Anc Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-67

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RECORDED _____ 20
BOOK _____ PAGE _____
By _____ James A. Broadway
Surveyor No. 6909 Date _____

Overlap Table

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- | | | | | |
|---|--|---|---|---|
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Mail Stop 880
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SBC (Ameritech)
130 N. Erie Street
Toledo, Oh 43624
(419)245-7529 | AT&T
7630 Finzel Road
Whitehouse, Oh 43571
(419)877-0413 | MCI Worldcom
120 Ravine St.
Akron, Oh 44303
(330)253-8267 | Traffic Signal
City Of Toledo—Division Of Transportation
110 N. Westwood Ave.
Toledo, Oh 43607
(419)242-1300 |
| Gas
Columbia Gas
333 South Erie St.
Toledo, Ohio 43602
(419)252-8111 | Cable
Buckeye Cable
4818 Angola Rd.
Toledo, Ohio 43615-6411
(419)724-9810 | Qwest (Jaytel Inc.)
2770 Lexington Ave.
Mail Drop Tc9
P.O. Box 22064
Tulsa, Oklahoma 74121-2064
(419)884-0400 | Storm/Water
City Of Toledo Water
Engineering Services
One Lake Erie Center
Toledo, Oh 43604
(419)885-8965 | The Location Of The Underground Utilities
Shown On The Plans Are As Obtained From The Owners As Required By Section 153.64 O.R.C. |

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	—	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	—	—	Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

UNDERGROUND UTILITIES

TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

SCALE IN FEET

23593

RAILROAD PLAT
LUC-25-0729
SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD

1
1

OHDL2B

NO. 264792

-:DEED:-

WHEREAS, on the 22nd day of January, 1920, the General Assembly of Ohio passed an Act abandoning a portion of the Miami and Erie Canal in Lucas County, Ohio, and providing for the sale or lease of the same to the City of Toledo, Ohio upon the terms in said Act, and hereinafter, set forth, which said Act appears in 108 Ohio Laws (part 2) at pages 1138, et seq.; and

WHEREAS, the Special Board of United States Army Engineers which at the time of the passage of said Act was, under Congressional authority approved March 2, 1919, making surveys of the enlarged canal mentioned in said Act, set forth in their report dated May 7, 1921, that the route considered by them as to said enlarged canal mentioned in said Act did not embrace the section of the Miami and Erie Canal abandoned by said Act and hereinafter described, but followed the Hannee River from near Defiance, Ohio, to Lake Erie, at Toledo, Ohio, as does likewise the route considered by them for a branch canal to connect Lake Erie and Lake Michigan, and further set forth in their said report the conclusion that the construction of the proposed enlarged canal mentioned in said Act of the General Assembly of Ohio is not economically warranted, and did not in their said report show any part of the tract abandoned by said Act and hereinafter described as being required for an enlarged canal; and

WHEREAS, subsequent to the making of said engineers' report two appraisers

Concert case Pay

VAC MAPS

Rail Agent for 1930s NOT

canal → Road

ICC VAC MAPS CHART
owned & why? to own.

were appointed by the Governor of Ohio, as directed by said Act, and proceeded in conjunction with the Superintendent of Public Works of the State of Ohio to make an appraisalment of the canal property abandoned by said Act and hereinafter described, which appraisalment was in the sum of Three Hundred Thousand Dollars (\$300,000.00); and

WHEREAS, said appraisers on or about the 14th day of January, 1922, filed in writing with the Governor of the State of Ohio, and with the Mayor of the City of Toledo, certified copies of their said appraisalment; and

WHEREAS, the City of Toledo, by resolution of its City Council adopted September 21, 1922, approved the appraisalment of said canal property and elected to purchase said property; and

WHEREAS, by Ordinance No. 2545 adopted by its City Council on July 24, 1922, said City of Toledo, provided an issue of bonds in the sum of three hundred fifteen thousand dollars for the purchase of said canal property for park and boulevard purposes; and

WHEREAS, by Ordinance No. 2659 adopted by its City Council on the 23rd day of October, 1922, said City of Toledo appropriated the necessary funds for the purchase of said canal property and is now ready to make payment for said property upon the execution and delivery to it by the State of Ohio, of a proper deed for said property; and

WHEREAS, on the 16th day of November 1922, the State of Ohio, acting by Harry L. Davis, Governor, and John G. Price, Attorney General, and the City of Toledo, acting by Bernard Brough, its Mayor and William T. Jackson, its Director of Public Service, thereunto duly authorized by Ordinance 2659 adopted by the Council of said City of Toledo on the 30th day of October, 1922, entered into the contract described in section 8 of said Act, which contract is here referred to and made part hereof; and

WHEREAS, the City of Toledo has paid into the State Treasury of Ohio the sum of Three Hundred Thousand Dollars (\$300,000.00) in payment of the purchase price of said canal property; and

WHEREAS, each and all of the conditions precedent to the making and delivery of a deed to said City of Toledo, by the State of Ohio, for said canal property, have been complied with and performed.

NOW THEREFORE, The State of Ohio does hereby grant, bargain, sell and convey unto the City of Toledo, a municipal corporation of the State of Ohio, its successors and assigns forever, for park and boulevard purposes as aforesaid, the following described real estate, to wit:

Commencing at the foot of the outlet lock of the Miami and Erie Canal in the city of Toledo, Lucas county, Ohio, being lock No. 52, of said canal numbering north from Loramie Summit, and extending thence westerly 1,200 feet, including the full width of the bed and banks thereof as defined by S. A. Buchanan's survey of said canal made under the direction of the state board of public works in the summer of 1909; also that portion of said Miami and Erie canal commencing at the inner face of the southerly abutment of the old aqueduct over Swan creek on the Manhattan branch of said Miami and Erie canal, and extending thence southwesterly over and along said Miami and Erie canal, including the full width of the bed and banks thereof as defined by Buchanan's survey, for a distance of 45,683 feet to a point just below the head of the Mannee side cut, near Mannee, Ohio, excepting

therefrom any portion of any state lot now under an existing lease, and likewise excepting therefrom any portion of the same that may possibly be required in the construction of any ship or barge canal, under authority of legislation passed or to be passed by the Congress of the United States, or by the State of Ohio.

Excepting therefrom and subject to the rights of owners of existing leases of either lands or water or both, and excepting therefrom and subject to the rights of said owners to a renewal of said existing leases. X

TO HAVE AND TO HOLD said premises as fully and completely and subject to all such conditions and restrictions as the State of Ohio might or should convey the said premises by virtue of the provisions of the aforesaid Act of the General Assembly of Ohio.

IN WITNESS WHEREOF, the State of Ohio has hereunto set its name by Harry L. Davis, its Governor, who has hereunto subscribed his name and caused the great seal of the State of Ohio to be affixed hereto, in triplicate, this 29th day of December A. D. 1922.

{ THE GREAT SEAL OF }
{ THE STATE OF OHIO }

THE STATE OF OHIO

By Harry L. Davis, Governor

By the Governor:

Harry C. Smith, Secretary of State

Approved: December 28, 1922

John G. Price, Attorney General

Transferred Dec. 30, 1922, Gabe Cooper, County Auditor, H.B.U.

Received for Record Dec. 30, 1922 at 11:35 A.M.

Recorded Jan. 5, 1923

1.00

Arthur D. Price Recorder

BOPY

T I T L E R E P O R T

COUNTY	ROUTE	SECTION	PARCEL
LUCAS	280	4.25	117-WV, WU, WU-1, RU

(1) PRESENT RECORD OWNER(S)	Interest	(Marital Status) Spouse's Name	Address
CITY OF TOLEDO	FEE		ONE GOVERNMENT CENTER SUITE 1800 TOLEDO, OH 43604

(2) DESCRIPTION OF SUBJECT PREMISES
(From deed to present owner or from other instrument containing a valid description. - Give record preference.)

- 1.) THAT PART OF THE ABANDONED M & E CANAL LANDS IN THE CITY OF TOLEDO, LYING BETWEEN THE ORIGINAL LOTS NUMBERED 292 AND 291 IN STICKNEYS ADDITION TO THE CITY OF TOLEDO AND THE WESTERLY BANK OF SAID ABANDONED M & E CANAL LANDS, BOUNDED ON THE SOUTHWEST BY BUCKEYE ST. AND ON THE NORTHEAST BY REX ST. EXTENDED, EXCEPTING THAT PART GRANTED TO THE W. & L.E. RR. CO. AND EXCEPTING THAT PART CONVEYED TO GEORGE ASHMAN - VOL. 1605 PG. 357 (COPY ATTACHED)
- 2.) ALL THAT PART OF THE BED OF THE MIAMI & ERIE CANAL WHICH EXTENDS FROM THE CHANNEL SIDE OF THE SOUTHERLY ABUTMENT OF THE AQUEDUCT OVER SWAN CREEK TO THE MAUMEE RIVER - VOL. 66 PG. 491 (COPY ATTACHED)
(CONTINUED BELOW)

(3) LIENS AND ENCUMBRANCES
Mortgages (Uncanceled of Record)

CONTINUATION OF PARAGRAPH NO. 2

THE SUBJECT LANDS CAN FURTHER BE DESCRIBED AS THAT PART OF THE M & E CANAL LANDS IN THE CITY OF TOLEDO, BOUNDED ON THE NORTHWEST BY THE SOUTHEAST LINE OF THE W & L E RR AND ON THE SOUTHEAST BY THE NORTHWEST LINES OF LOTS 288 - 292 IN STICKNEYS ADD. AND AND ON THE SOUTHWEST BY THE NORTHEAST LINE OF BUCKEYE ST. AND ON THE NORTHEAST BY THE EAST LINE OF W1/2 NE1/4 SEC. 30

COPY OF TAX MAPS ATTACHED

(3) LEASES

BUSINESS PROPERTY LEASE: THE CITY OF TOLEDO TO HENRY GURTZWELLER, A 60' STRIP OF M & E CANAL BED OPPOSITE LOTS 289 & 290 STICKNEYS ADDN. AND ADJACENT TO THE W & L.E. RR. AND BETWEEN THE EXPRESSWAY AND GALENA ST.; DATED 12-1-78, NOT RECORDED (COPY ATTACH.)

*THIS LEASE IS TO TERMINATE 6-30-96, PER LETTER FROM THE CITY OF TOLEDO TO MR. GURTZWELLER (COPY ATTACHED)

(BASEMENTS)

NONE NOTED

(4) DEFECTS IN TITLE-IRREGULARITIES-COMMENTS (Record or Off-Record)

(5) TAXES AND SPECIAL ASSESSMENTS (List by Auditor's Tax Parcel No.-description, amount, etc.)
AUD. PERM. PARCEL #18-80611 - 0.67 AC. - A 60' STRIP OF M & E CANAL BED OPPOSITE LOTS 289 AND 290 IN STICKNEYS ADD. ADJ. R.R. BETWEEN EXPRESSWAY & GALENA ST.
ASSESSED VALUES: LAND = \$1,540 BLDG. = \$0
TRUE VALUES: LAND = \$4,400 BLDG. = \$0
1995 TAXES PER 1/2 = EXEMPT

*COPY OF TRANSFER CARD ATTACHED
**I CAN FIND NO OTHER AUD. PARCEL #'S FOR THE SUBJECT LANDS

CERTIFICATE

(6) I hereby certify that the foregoing Abstract of Real Estate Records and the chronological listing of the items shown, covering the time period from 3-2-1865 to 5-30-96

are a correct and true reflection of all currently relevant instruments and proceedings of record, pertaining to Parcel No. 117-WV, WU, ETC.

standing in the name of CITY OF TOLEDO

as such are entered upon the several public records and indexes in and for LUCAS County, Ohio.

Date: 5-30-96 AT 4:30 O'Clock P m Signed:

Telephone No.: (419) 422-3084 Address: 241 STANFORD PARKWAY
FINDLAY, OHIO 45840

I have examined the records relating to the above described property on and after the date of the above "Title Report" and find no change on this day and year except:

Date: AT O'Clock m Signed:

Date: AT O'Clock m Signed:

OHIO DEPARTMENT OF TRANSPORTATION
(7) TITLE CHAIN

STATE JOB# 02104(0) PID # 3762 COUNTY LUCAS ROUTE 280 SECTION 4.25 PARCEL 117-WV, WU-1, PAGE 01 OF 02

GRANTOR	GRANTEE	DATE SIGNED	INSTRUMENT	VOLUME	PAGE	CONVEYANCE FEE	DATE & TIME FILED	INTEREST CONVEYED-BRIEF DESCRIPTION OF LAND	REMARKS
WILLIAM J. HEALY, AKA WILLIAM JAMES HEALY, MARRIED	CITY OF TOLEDO	10-28-54	O.C.	1605	357	NONE	12-15-55 AT 8:45 AM	PARCEL NO. 495 - THAT PART OF THE ABANDONED M & E CANAL LANDS IN THE CITY OF TOLEDO LYING BETWEEN THE ORIGINAL LOTS NUMBERED 292 & 291 IN STICKNEYS ADD, TO THE CITY OF TOLEDO AND THE WESTERLY BANK OF SAID ABANDONED M & E CANAL LANDS, BOUNDED ON THE SOUTHWEST BY BUCKEYE ST. AND ON THE NORTHEAST BY REX ST. EXTENDED, EXCEPTING THAT PART GRANTED TO THE W & L RAILROAD AND THEREOF CONVEYED TO GEORGE H. ASHMAN BY DEED RECORDED IN VOL. 538 PG. 115	
STATE OF OHIO BY: R.B. HAYES - GOV.	CITY OF TOLEDO	3-2-1871	GRANT + GC	66	491	NONE	3-9-1871	ALL THAT PART OF THE M & E CANAL BED WHICH EXTENDS FROM THE CHANNEL SIDE OF THE SOUTHERLY ABUT. OF THE AQUEDUCT OVER SWAN CREEK TO THE CITY OF Toledo as public highway and for sewage &	As per an Act passed by the general assembly of the state of Ohio on 3-2-1871 a part of the M & E canal was dedicated for use by the City of Toledo as public highway and for sewage &

A supplemental Act was passed on 1-31-1871 by which the state of

edition of one dollar to her one hand parcel, doth receive, receive
and forever quit-claim unto the said grantee, all her right-
way of down or otherwise, in and to the above granted town.
All witnesses aforesaid, the said Charles Butler and Eliza W. his
wife, have hereunto set their hands and seals, this thirteenth
day of December, in the year eighteen hundred and fifty six
signed, sealed and delivered

in presence of
Charles Butler
Eliza W. Butler

The State of New York, New York City and County, ss.
Do I- Remembrance, that on this fourteenth day of
December, in the year of our Lord, one thousand eight hundred
and fifty eight-, before me, the undersigned, Emily J. Wright,
personally known Charles Butler and Eliza W. his wife, the
granted in the above conveyance, and acknowledged
came to be their voluntary act and deed for the purposes
wherein mentioned. And the said Eliza W. wife of the sa-
Charles Butler, being examined by me separately and at
from her said husband, and the contents of said de-
made known and explained by me, declared that it
and voluntarily sign, read and acknowledge the same;
that she is still satisfied therein as her act and deed, &
she was and purposes therein mentioned.
In testimony whereof, I have hereunto subscribed in
name, and affixed my seal, on the day and year last aforesaid.

Emily J. Wright
Commissioner for the
in New York

Divorce case March 9th 1851, E. W. Lenderson, Co. Clerk. 3.
Received for Record March 9th 1851, and received March 13th 1851.
Vol 66 Pg. 491 Josiah W. Wick
Recd.

State of Ohio
City of Toledo
Whereas on the 31st day of January, 1851,
the General Assembly of the State of
passed an act entitled "An act to give
force to an act entitled "an act to give

the City of Toledo to enter upon and occupy a part of
the claims and Erie Canal as a public highway, and for the
and water purposes," passed March 20th 1851. C. S. Vol. 61, p. 67.
which it is provided that the Governor of said State, on
half of said State, shall execute and deliver to said City
of Toledo, a grant and quit-claim for whatever interests
may be in said State on said 31st day of January, 1851;
the fact of that fact of the claims and Erie Canal within
from a surrender in pursuance of said act of March 20th

and which part of said land is more fully described
as follows, to-wit:

"All that part of land which extends from the shores
side of the Southly abutment of the aqueduct over Swan Pond,
the distance said including the waste thereof as heretofore own
by the State."

Therefore, know all men by these presents, that in pursu-
ance of said Act of 1871, the State of Ohio hereby renounces, releases, and
forever relinquishes and quit-claims to the City of Toledo, all
and singular the right title and interest of said State, in
and upon the part of the bed of said Canal above described
provided always, that said City of Toledo shall be responsible
any and all damages that may accrue, by reason of the above
relinquishment and quit-claim, to any and all persons. And
further also that this grant & release shall in no way im-
pact the liability of the City of Toledo for the damages men-
tioned in the 2^d section of the Act of March 20th 1864, or the liability of
tenants upon the land, given under the 3^d section of said Act.

The testimony whereof on behalf of the State of Ohio, I have
unto set my hand and caused the great Seal of said State to
affix on the 2^d day of March 1871.



R. B. Hayes
Governor.

The above form was prepared by me 2^d March 1871.
C. B. Stone, Atty. Gen.

The State of Ohio, Franklin County, ss.

Personally appeared before me, a Notary Public, in and
County and State aforesaid, the within named R. B.
and acknowledged the signing and sealing of the above within
to be his voluntary act and deed, this 3^d day of March A. D. 1871.

Witness
My W. Seal
Chaas. W. Constance

Chaas. W. Constance
Notary Public, in and
Franklin County


Recorded for Record March 24th 1871, and recorded March 13th 1871.

J. S. W. W.
Recd

C. W. Reed
Wit:
William Cook

Articles of Agreement, made and enclosed
at day of March A. D. 1871, between Salmon W. R.
of Toledo, O. of the first part, and William Cook
of Toledo, O. of the second part; and the said
of the second part, for his heirs, executors and administrators, his
consent and agree to pay the said party of the first part, his
and assigns, the sum of One Thousand Dollars, in manner full,

to-wit: \$1,000 Dollars in hand

	Ohio Department of Transportation: ELLIS Reporting	User:
		kblissry
		Date:
		03/09/2010

Basic Project Information

Project Name:	LUC SR 25 7.92 Bridge	PID:	85266
Project Status:	Candidate	Responsible District:	D2
Project Type:	Let	PDP Classification:	Minimal
Locale:	LUC	Project Tracked:	No
Project Description:	Raise existing bridge profile to increase clearance over the RR track, redeck bridge, repair wingwall, paint structural steel, perform necessary related work. Bridge was split out from PID 23593. All Detail design costs will be under PID 23593, agreement 10888.		

Detailed Project Information

Letting Type:	ODOT Let	Project Manager:	BRADLEY, JAMES T
Contract Type:	Standard Build		
Work Categories:	Preservation ● Bridge Deck Replacement	Contract Features:	
Primary Work Category:	Bridge Deck Replacement	Environmental Document Type:	CE Level 1
Project Purpose:	Preservation	Trac Tier:	
Designers:	● MANNIK & SMITH; INC.	Program Family:	
Responsible Design Agency:	DISTRICT 2 PRODUCTION	Federal Congressional District:	9
Sponsoring Agency:	DISTRICT 2 PRODUCTION	Demo ID:	
Plans Measurement Type:	English Units	Reservoir Year:	
FHWA Oversight:	A : State Administered	FHWA Project Type:	C
Reporting Group Codes:	● TMS 04 Bridge Replacement ● TMS 12 Bridge Painting ● CO Air Quality Exempt	Primary MPO:	TMACOG
Project Termini:	SR-25 bridge over RR		

Project Milestone Information

Milestone	SFY	Compl.	Current	Approved	Lockdown (2010)	Lockdown (2011)	N/A	Shared	Recommended
Authorized Design Consultant	2002	✓	02/05/2002	02/05/2002			—	Yes	✓
Tracings Complete	2013	—	09/01/2012				—	No	✓
Environmental Document Approved	2013	—	10/01/2012				—	No	✓
Region R/W Clear	2013	—	10/26/2012				—	No	—
District R/W Certification	2013	—	11/01/2012				—	No	✓
Plan Package Received in C.O.	2013	—	01/01/2013				—	No	✓
Sale	2013	—	01/01/2013				—	No	✓
Award	2013	—	01/01/2013				—	No	✓

Project Comment Information			
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Comment	Type	Date	User
Added Region RW Clear date.	Schedule	01/20/2010	ibdeiri
Added Comm Tracing Compl milestone.	Schedule	01/04/2010	ibdeiri
Deleting Stage 3 and tracings milestone per Imad as to un-associate the milestones.	Schedule	01/04/2010	sgoddard
Added comm Dist RW Cert milestone.	Schedule	12/17/2009	ibdeiri
Deleting Dist RW Cert milestone as district needs to un-associate it with the other PIDs.	Schedule	12/17/2009	sgoddard
Added env comm date.	Schedule	11/10/2009	ibdeiri
Deleting env Doc date per Imad Bdeiri as he wants to un-link it.	Schedule	11/10/2009	sgoddard
Changed CO Contr 1 encumb request year.	Funding	10/19/2009	ibdeiri
Changed Const requested STIP Year.	Funding	10/19/2009	ibdeiri
adjusted Dist/ R/W cert and Env approved date based on new sale dates	Schedule	10/13/2009	abehрман
Changed CO CO Contr 01 funding event amount.	Funding	10/05/2009	ibdeiri
Changed CO CO Contr 01 funding event amount.	Funding	10/05/2009	ibdeiri
Changed PP, sale and award comm dates to move project to FY-2013 as discussed during Production meeting on 10/2/09.	Schedule	10/05/2009	ibdeiri
Adjusted lapsed comm dates.	Schedule	09/16/2009	ibdeiri
Changed const funding event amount to account for the 2% (6% to 4%) deflation as forecasted by estimating.	Funding	08/20/2009	ibdeiri
Changed const funding event amount to account for the 2% (6% to 4%) deflation as forecasted by estimating.	Funding	08/20/2009	ibdeiri
Added STIP Reference information - CO	Funding	05/26/2009	erushley
add sjn	Funding	11/28/2008	hmertler
change status to reviewed	Funding	11/28/2008	hmertler
Add billing fund for CO CO Engr 01	Funding	11/28/2008	hmertler
Add billing fund for Co CO Contr 01	Funding	11/28/2008	hmertler
Added CO CO Engr 01 funding event.	Funding	11/26/2008	ibdeiri
Added CO CO Contr 01 funding event.	Funding	11/26/2008	ibdeiri
Added comm dates.	Schedule	11/26/2008	ibdeiri
Programmed. Split out from PID 23593.	General	11/26/2008	ibdeiri

Project Right-Of-Way Information	
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Responsible Acquisition Agency:

Acquiring Agents:

Total Parcel Count:

Railroad Parcel Count:

Relocation Assistance Parcel Count:



OHIO DEPARTMENT OF TRANSPORTATION

317 EAST POE ROAD, BOWLING GREEN, OHIO 43402 419.353.8131

October 20, 2009

Mr. Patrick Bauer
Acting Administrator
Federal Highway Administration
200 North High Street
Columbus, Ohio 43215

CERTIFICATION OF RIGHTS OF WAY

RE: LUC-25-8.29/8.37
Federal Project No. E 036 (508)
Sale Date: 02/24/2010
PID No. 23593
(Office of Real Estate - R/W Operations)

Dear Mr. Bauer:

Pursuant to 23 CFR 635.309, the status of rights of way for subject project is certified as follows:

- a. All necessary construction work for this project will be performed within existing rights of way.
- b. No utilities are involved.
- c. There will be no displacement of persons on this project.
- d. There are no encroachments on this project.

Respectfully,

A handwritten signature in black ink, appearing to read "A. Behrman".

Aaron D. Behrman, P. E.
District Production Administrator

ADB/dss

c: M. Ligibel, S. Colony, I. Bdeiri, C. Hibbett, Reading File, R/W File

October 9, 2009

PROJ: LUC-25-8.29/8.37

PID: 23593

Aaron,

Please sign this certification for the above noted project.

Thank you. Doris, 373-4474

Aaron,
According to Elles, there is
Federal monies. Plan Package
shows 10% state. Spoke to
Deb Baldwin, should I have
a revised Plan Package?
Thanks!
Doris

~~There is~~ There is
Fed monies.
ADS



OHIO DEPARTMENT OF TRANSPORTATION

317 EAST POE ROAD, BOWLING GREEN, OHIO 43402 419.353.8131

October 20, 2009

Mr. Patrick Bauer
Acting Administrator
Federal Highway Administration
200 North High Street
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CERTIFICATION OF RIGHTS OF WAY

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Federal Project No. E 036 (508)
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- d. There are no encroachments on this project.

Respectfully,

Aaron D. Behrman, P. E.
District Production Administrator

ADB/dss

c: M. Ligibel, S. Colony, I. Bdeiri, C. Hibbett, Reading File, R/W File

	<h2 style="margin: 0;">Ohio Department of Transportation: ELLIS Reporting</h2>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">User:</td> </tr> <tr> <td style="padding: 2px;">dsadoski</td> </tr> <tr> <td style="padding: 2px;">Date:</td> </tr> <tr> <td style="padding: 2px;">10/07/2009</td> </tr> </table>	User:	dsadoski	Date:	10/07/2009
User:						
dsadoski						
Date:						
10/07/2009						

Basic Project Information

Project Name:	LUC SR 25 8.29/8.37 Bridges	PID:	23593
Project Status:	Active	Responsible District:	D2
Project Type:	Let	PDP Classification:	None
Locale:	LUC	Project Tracked:	Yes
Project Description:	REHABILITATE 2 STRUCTURES; PERFORM NECESSARY RELATED WORK. The structures over Collingwood Ave and the Swan Creek will be impacted by the addition of a third lane on I-75 SB as determined by the LUC-75-1.99 (PID 77242) IMS study. Recently, the city of Toledo put a new overlay on the bridges. Project should be modified and/or canceled depending on the outcome of the IMS recommendations. May need to separate out the RR bridge since it will not be impacted by the third lane. The RR company is complaining about the bridge wingwalls. PID 85266 established for bridge over RR.		

Detailed Project Information

Letting Type:	ODOT Let	Project Manager:	BRADLEY, JAMES T
Contract Type:	Standard Build	Contract Features:	
Work Categories:	Preservation <ul style="list-style-type: none"> ● Bridge Replacement 	Environmental Document Type:	CE Level 1
Primary Work Category:	Bridge Replacement	Trac Tier:	
Project Purpose:	Preservation	Program Family:	
Designers:	● MANNIK & SMITH, INC.	Federal Congressional District:	9
Responsible Design Agency:	DISTRICT 2 PRODUCTION	Demo ID:	
Sponsoring Agency:	ODOT SPONSORING AGENCY	Reservoir Year:	
Plans Measurement Type:	English Units	FHWA Project Type:	C
FHWA Oversight:	A : State Administered	Primary MPO:	TMACOG
Reporting Group Codes:	● 000 Import Completed by Proj Acct & Dist ● CO PDP Class - "Pre-PDP Minor" ● 003 DM IMPORT COMPLETE ● TMS 04 Bridge Replacement ● Stimulus Package		
Project Termini:	TOLEDO. OVER NS RR		

Project Classification Information

Name	Federal Aid System	Functional System	Urbanized Area/Size	Verified	Assigned	
N P 044	NHS Non-Interstate	Other Principal Arterial	TOLEDO	Yes	Yes	
Funding						
Funding Events	Event Estimate	Grouping ID	Improvement Code	Committed Funding	Toll Revenue Amount	Event Status
PENG	\$31,463.00		Preliminary Engineering	Yes	\$0.00	Locked

PE DD Task Order 1	\$24,413.00	Preliminary Engineering	Yes	\$0.00	New
PE DD Mod 2	\$58,221.00	Preliminary Engineering	Yes	\$0.00	Unreviewed
PE DD	\$314,634.00	Preliminary Engineering	Yes	\$0.00	Locked
CO CC1	\$3,370,000.00	Bridge Replacement - No Added Capacity	Yes	\$0.00	Unreviewed
CO CO Contr 03	\$0.00	Bridge Replacement - No Added Capacity	Yes	\$0.00	Unreviewed
CO Contr (Lcl) LpSum	\$150,000.00	Bridge Replacement - No Added Capacity	Yes	\$0.00	Unreviewed
CO Engr On-going Ser	\$19,236.00	Construction Engineering	Yes	\$0.00	New
CENG	\$352,000.00	Construction Engineering	Yes	\$0.00	Unreviewed
RW Labor 01	\$1,000.00	Right of Way	Yes	\$0.00	Unreviewed
RW Serv Task Order 1	\$1,000.00	Right of Way	Yes	\$0.00	New

Work Locations

Roadway Segments	NLF ID	County/Route	SLM Log Point	County True Log Point	Classification Lane Miles
LUC-SR-25	SLUCSR00025**C	LUC-SR-25	8.370 to 8.390	8.370 to 8.390	0.080
LUC-SR-25	SLUCSR00025**C	LUC-SR-25	8.290 to 8.310	8.290 to 8.310	0.080

Bridges	NLF ID	County/Route	SLM Log Point	County True Log Point	Overall Length
4801652	SLUCSR00025**C	LUC-SR-25	8.290	8.290	227.0
4801687	SLUCSR00025**C	LUC-SR-25	8.290	8.290	224.0
4801563	SLUCSR00025**C	LUC-SR-25	8.290	8.290	190.0
4801598	SLUCSR00025**C	LUC-SR-25	8.290	8.290	190.0

Project Milestone Information

Milestone	SFY	Compl.	Current	Approved	Lockdown (2009)	Lockdown (2010)	N/A	Shared	Recommended
Authorized Design Consultant	2002	✓	02/05/2002	02/05/2002				Yes	✓
Stage 1 Plans - Submitted	2003	✓	02/13/2003					No	
Stage 1 Plans - Complete	2003	✓	03/12/2003	03/12/2003				No	
Stage 3 Plans - Submitted	2004	✓	08/04/2003					Yes	✓
Stage 3 Plans - Complete	2004	✓	05/12/2004	01/23/2004				Yes	✓
Final R/W Plans Submitted	2005	✓	05/06/2005					No	✓
Tracings Complete	2010	✓	09/28/2009	03/19/2004				Yes	✓
Region R/W Clear	2010		11/23/2009					No	✓
District R/W Certification	2010		11/30/2009	07/03/2009				Yes	✓
Plan Package Received in C.O.	2010		11/30/2009	11/30/2009		11/30/2009		No	✓
Environmental Document Approved	2010		12/18/2009	10/10/2001				Yes	✓
Sale	2010		02/24/2010	02/24/2010		02/24/2010		No	✓
Award	2010		03/04/2010	03/04/2010		03/04/2010		No	✓

Project Comment Information				
Comment	Type	Date	User	
Construction estimate at Tracing time is \$3.15M which is very close to estimate shown in Ellis.	Funding	10/05/2009	ibdeiri	
Changed the funding event name to clearly indicate 100% local lump sum.	Funding	10/05/2009	ibdeiri	
Changed the actual Tracing Complete date.	Schedule	10/05/2009	ibdeiri	
Deleted the actual date for env clearance as per Perse's e-mail. New comm date is provided instead.	Schedule	09/30/2009	ibdeiri	
Adjusted lapsed comm dates.	Schedule	09/16/2009	ibdeiri	
Adjusted lapsed comm dates.	Schedule	09/16/2009	ibdeiri	
Changed Construction funding event amount to account for the 4% deflation.	Funding	08/17/2009	ibdeiri	
Changed Construction funding event amount to account for the 4% deflation.	Funding	08/17/2009	ibdeiri	
Changed Const funding event amount to account for the 3% inflation rate.	Funding	07/24/2009	ibdeiri	
Changed Const funding event amount to account for the 3% inflation rate.	Funding	07/24/2009	ibdeiri	
Refinance balance of encumbrance 714854	Funding	06/16/2009	ncourtne	
Changed CENG funding event amount.	Funding	06/16/2009	ibdeiri	
Changed CO CO Contr 03 funding event amount from \$700k to zero based on stage 3 estimate for only 2 bridges.	Funding	06/16/2009	ibdeiri	
Stage 3 for the two bridges (LUC-25-8.29/8.37) was submitted for review on 6/10/09.	Schedule	06/16/2009	ibdeiri	
Adding enc# 718297 to PE DD Mod 2	Funding	04/17/2009	nlawhorn	
Revised Amount for PE DD MOD 2 from \$52,903 to actual amount of \$58,221	Funding	04/16/2009	abehрман	
Adding enc# 718257 to PE DD Task Order 1	Funding	03/27/2009	nlawhorn	
Added PE DD Task Order 1 funding event in the amount of \$24,413. This is for DGL to produce a scope & costs for double stack RR vertical clearance and horizontal clearance for the addition of a third track.	Funding	03/27/2009	ibdeiri	
Changed PE DD Mod 2 funding event amount as per Deb Baldwin.	Funding	03/11/2009	ibdeiri	
Added PE DD Mod 2 funding event. This is for the splitting of the existing plan and redesigning the bridge over the NS RR track for a min. vertical clearance of 23 feet.	Funding	03/06/2009	ibdeiri	
Removed STIP Reference from FY 2006 STIP	Funding	02/05/2009	erushley	
Entering initial lock date for Plan File, Sale, and Award.	Schedule	01/05/2009	atsen	
Changed CENG funding event amount.	Funding	11/26/2008	ibdeiri	
Changed CO CCI funding event amount by reducing it by \$1.1M, the estimated cost of the bridge over the RR.	Funding	11/26/2008	ibdeiri	
Revise Billing Fund to L050 for CENG.	Funding	06/05/2008	hgilmore	

Project Contract Information						
State Project Number	Vendor Name	Sale Amount	Sale Date	Award Date	Completion Date	
This project has no construction contracts.						

Project Donation Information	
Donation Amount	Description
No donations found for this project.	

Project Right-Of-Way Information		
Responsible Acquisition Agency:	N/W REAL ESTATE REGION	Acquiring Agents:
Total Parcel Count:	2	Railroad Parcel Count: 1
Relocation Assistance Parcel Count:	0	

Project Funding Information

Project Estimate: \$4,321,967.00

Phase	Requested STIP Year	Approved STIP Year	Federal Agreement Numbers	State Job Numbers	Phase Estimate	Funding Committed	Authorized Date		
● Preliminary Engineering	2002		●	● 424940	\$428,731.00		01/24/2002		
Subphase		Estimate			Funding Committed				
● Detailed Design					\$397,268.00				
Event Name	Estimate	Grouping	Improvement Code	Encumbrance Requests	Committed Funding	Toll Revenue Contribution	Status		
● PE DD	\$314,634.00		Preliminary Engineering	● PE (712204) ● REF 712204 (714854)	Yes	\$0.00	Locked		
Line #	Est. Fund	Billing Fund	Priority	Type	Pro Rata %	Estimate Amount	100% Toll	Toll Revenue Amt.	Adj. Total
● 1	4BB7/0002	002		State	100	\$314,634.00	No	\$0.00	\$314,634.00
● PE DD Mod 2	\$58,221.00		Preliminary Engineering	● PE DD Mod 2 (718297)	Yes			\$0.00	Unreviewed
Line #	Est. Fund	Billing Fund	Priority	Type	Pro Rata %	Estimate Amount	100% Toll	Toll Revenue Amt.	Adj. Total
● 1	4PS7/0002	002		State	100	\$58,221.00	No	\$0.00	\$58,221.00
● PE DD Task Order 1	\$24,413.00		Preliminary Engineering	● PE DD Task Order 1 (718257)	Yes			\$0.00	New
Line #	Est. Fund	Billing Fund	Priority	Type	Pro Rata %	Estimate Amount	100% Toll	Toll Revenue Amt.	Adj. Total
● 1	4PS7/0002	002		State	100	\$24,413.00	No	\$0.00	\$24,413.00
● PE Engineering					\$31,463.00				
Event Name	Estimate	Grouping	Improvement Code	Encumbrance Requests	Committed Funding	Toll Revenue Contribution	Status		
● PENG	\$31,463.00		Preliminary Engineering	● PENG	Yes	\$0.00	Locked		
Line #	Est. Fund	Billing Fund	Priority	Type	Pro Rata %	Estimate Amount	100% Toll	Toll Revenue Amt.	Adj. Total
● 1	LABR	002		State	100	\$31,463.00	No	\$0.00	\$31,463.00
● Right of Way	2013				\$2,000.00				
Subphase		Estimate			Funding Committed				
● Labor					\$1,000.00				
Event Name	Estimate	Grouping	Improvement Code	Encumbrance Requests	Committed Funding	Toll Revenue Contribution	Status		
● RW Labor 01	\$1,000.00		Right of Way	● RW Labor 1	Yes	\$0.00	Unreviewed		
Line #	Est. Fund	Billing Fund	Priority	Type	Pro Rata %	Estimate Amount	100% Toll	Toll Revenue Amt.	Adj. Total
● 1	LABR	002		State	100	\$1,000.00	No	\$0.00	\$1,000.00
● Real Estate Services					\$1,000.00				
Event Name	Estimate	Grouping	Improvement Code	Encumbrance Requests	Committed Funding	Toll Revenue Contribution	Status		
● RW Serv Task Order 1	\$1,000.00		Right of Way	● RW Serv Task Order 1 (609632)	Yes	\$0.00	New		
Line	Est. Fund	Billing	Priority	Type	Pro Rata	Estimate	100%	Toll Revenue	Adj.

	#	Fund	%	Amount	Toll	Amt.	Total
•	1	4PS7/0002 002	State 100	\$1,000.00	No	\$0.00	\$1,000.00
•	Construction	2010	2007	424940		\$3,891,236.00	

Subphase		Estimate				Funding Committed			
• Construction Contract						\$3,520,000.00			
Event Name	Estimate	Grouping	Improvement Code		Encumbrance Requests	Committed Funding	Toll Revenue Contribution	Status	
• CO CC1	\$3,370,000.00		Bridge Replacement - No Added Capacity		• CO CC1	Yes	\$0.00	Unreviewed	
Line #	Est. Fund	Billing Fund	Priority	Type	Pro Rata %	Estimate Amount	100% Toll	Toll Revenue Amt.	Adj. Total
• 1	4PF7/0002	L050		Federal	80	\$2,696,000.00	No	\$0.00	\$2,696,000.00
• 2	4PS7/0002	002		State	20	\$674,000.00	No	\$0.00	\$674,000.00
• CO CO Contr 03	\$0.00		Bridge Replacement - No Added Capacity		• CO CC1	Yes	\$0.00	Unreviewed	
Line #	Est. Fund	Billing Fund	Priority	Type	Pro Rata %	Estimate Amount	100% Toll	Toll Revenue Amt.	Adj. Total
• 1	4PF7/0002	L050		Federal	80	\$0.00	No	\$0.00	\$0.00
• 2	4PS7/0002	002		State	20	\$0.00	No	\$0.00	\$0.00
• CO Contr (Lcl) LpSum	\$150,000.00		Bridge Replacement - No Added Capacity		• CO CC1	Yes	\$0.00	Unreviewed	
Line #	Est. Fund	Billing Fund	Priority	Type	Pro Rata %	Estimate Amount	100% Toll	Toll Revenue Amt.	Adj. Total
• 1	4BG7	002		Local Match	100	\$150,000.00	No	\$0.00	\$150,000.00
• Construction Engineering						\$371,236.00			
Event Name	Estimate	Grouping	Improvement Code		Encumbrance Requests	Committed Funding	Toll Revenue Contribution	Status	
• CENG	\$352,000.00		Construction Engineering		• CENG	Yes	\$0.00	Unreviewed	
Line #	Est. Fund	Billing Fund	Priority	Type	Pro Rata %	Estimate Amount	100% Toll	Toll Revenue Amt.	Adj. Total
• 1	LABR	L050		Federal	80	\$281,600.00	No	\$0.00	\$281,600.00
• 2	LABR	002		State	20	\$70,400.00	No	\$0.00	\$70,400.00
• CO Engr On-going Ser	\$19,236.00		Construction Engineering		• CO Eng On-going Serv	Yes	\$0.00	New	
Line #	Est. Fund	Billing Fund	Priority	Type	Pro Rata %	Estimate Amount	100% Toll	Toll Revenue Amt.	Adj. Total
• 1	4PS7/0002	002		State	100	\$19,236.00	No	\$0.00	\$19,236.00

R/W

OHIO DEPARTMENT OF TRANSPORTATION Project Plan Package Submittal Form

DATE: September 28, 2009

TO: Jeffrey M. Hisem, Administrator, Office of Estimating
Attn: Debra Neal-Harris

FROM: David R. Dysard, AICP, District Deputy Director/Production Administrator

BY:
Deb Baldwin, District Contract Person - Phone Ext. 373-4489

SUBJECT: Submission Plan Package for LUC-25-8.29/8.37
(county, route, section)

PID NUMBER	<u>23593</u>	STATE JOB NUMBER	<u>424940</u>
FEDERAL NUMBER (FAN)	NA <u>E 036(508)</u>	TOTAL PLAN SHEETS 1 thru	<u>134</u>
C-2 AMOUNT	<u>\$3,146,566.00</u>		

The following documents are required and have been included with the package. Place a (X) in front of all items that apply. Place (NA) on items not applicable.

<u>N/A</u>	Reservoir (year) _____	<u>N/A</u>	CAP Project
<u>N/A</u>	Emergency	<u>N/A</u>	FOR Project
<u>N/A</u>	Facilities	<u>N/A</u>	Pre-Bid Meeting
		<u>N/A</u>	Design-Build (Attach Design-Build Supplement Form)

<u>N/A</u>	Warranty			
		<input type="checkbox"/>	Item	Spec #
		<input type="checkbox"/>	Asphalt Overlay	SS 1059
		<input type="checkbox"/>	Asphalt Pavement	SS 880
		<input type="checkbox"/>	Bridge Painting	SS 885
		<input type="checkbox"/>	Chip Seal	SS 882
		<input type="checkbox"/>	Concrete Pavement	SS 884
		<input type="checkbox"/>	Hot Recycling	SS 886
		<input type="checkbox"/>	Microsurfacing	SS 881
		<input type="checkbox"/>	New Deck	SS 894
				Period
				3 Years
				7 Years
				5 Years
				3 Years
				7 Years
				3 Years
				3 Years
				7 Years

N/A **Mylar Plan Submittal to Include:**

- Design Plans (bound originals + 2 copies bounded)
- Right-of-Way Plans (tracings)
- Foundation Investigation (tracings) - Sheets 1 thru _____
- Soil Profile (tracings) - Sheets 1 thru _____

 X **Electronic Plan Submittal to Include:**

- X Design Plans
- N/A Right-of-Way Plans
- N/A Foundation Investigation - Sheets 1 thru _____
- N/A Soil Profile - Sheets 1 thru _____

- X LD-4 Estimating Information Form (copy)
- X C-2 Estimate (copy)
- N/A Temporary Roadway Earthwork Tabulation, _____ (copy) _____ (note in plan)
- X Job Tailored Proposal Notes and a List of Recommended Standard Proposal Notes
- N/A Special Provisions (type of document)

- N/A Railroad Agreement(s), No. of (originals) _____
- N/A Railroad Clause(s), No. of (originals) _____
- N/A Railroad Detail Estimate(s), No of (originals) _____
- N/A Accident Analysis Information (copy)
- N/A FAA Coordination, _____ (copy) _____ (note in plan)
- N/A Park Board Resolution (original)
- N/A Preliminary Legislation - No. of (originals) _____

County/Municipality: _____

Resolution/Ordinance No. _____ Date: _____

County/Municipality _____

Resolution/Ordinance No. _____ Date: _____

- N/A Interstate Route Maintenance Agreement (copy)
- N/A Local Agreements (copy) - example: OPWC, ODOD, etc. **(must be in Ellis)**
- N/A Funding Max Information - example: MPO, Local, District, CMAQ, etc. **(must be in Ellis)**
- N/A Local Right-of-Way Deposit Information **(must be in Ellis)**

 X **Right-of-Way Certification (original and 1 copy)**

- 0 No. of Parcels
- N/A Encroachments
- N/A Utility Owner's Names/Addresses (on tracings)
- N/A Utility Clearance Date: _____
- N/A Utility Note (copy)

- X Environmental Consultation Form (**original and 1 copy**)
Note: Project design must be in accordance with environmental document approval
- N/A Non-Federal Funded CE A1 or CE Level 1, with no Corps of Engineers/404 Permit Required
 Approval Date _____
- N/A Ohio EPA Notice of Intent sent to EPA (copy).
- N/A Approved Design Exceptions (copy)
- N/A Emergency Project Documentation
- ___ Emergency Project Request Form
- ___ Emergency Declaration
- ___ Bidder's List (minimum of 3) – Type B Only
- ___ FHWA Waiver of Advertising – Federal Projects Only
- N/A Electronic Design Files
- X GASB Asset Management Form

Project on the approved STIP/TIP: ID No.: 100% state, construction year: 2010, MPO NA

Design Agency: District 2 Production

Structure Plans Certified by: B&N , URS , District

Sale/Completion Date Information:

The District requests a 2/24/2010 Sale Date. A Construction Completion Date of 6/30/2011 is requested based on 354 days required for construction.

Special Considerations/Remarks: The environmental consultation is forthcoming.

c: _____

Revised: March 2007



OHIO DEPARTMENT OF TRANSPORTATION

317 EAST POE ROAD, BOWLING GREEN, OHIO 43402 419.353.8131

October 9, 2009

Mr. Patrick Bauer
Acting Administrator
Federal Highway Administration
200 North High Street
Columbus, Ohio 43215

CERTIFICATION OF RIGHTS OF WAY

RE: LUC-25-8.29/8.37
Federal Project No. E 036 (508)
Sale Date: 02/24/2010
PID No. 83590
(Office of Real Estate - R/W Operations)

Dear Mr. Bauer:

Pursuant to 23 CFR 635.309, the status of rights of way for subject project is certified as follows:

- a. All necessary construction work for this project will be performed within existing rights of way.
- b. No utilities are involved.
- c. There will be no displacement of persons on this project.
- d. There are no encroachments on this project.

Respectfully,

A handwritten signature in black ink, appearing to read "A. Behrman".

Aaron D. Behrman, P. E.
District Production Administrator

ADB/dss

c: M. Ligibel, S. Colony, I. Bdeiri, C. Hibbett, Reading File, R/W File



OHIO DEPARTMENT OF TRANSPORTATION

317 EAST POE ROAD, BOWLING GREEN, OHIO 43402 419.353.8131

October 9, 2009

Mr. Patrick Bauer
Acting Administrator
Federal Highway Administration
200 North High Street
Columbus, Ohio 43215

CERTIFICATION OF RIGHTS OF WAY

RE: LUC-25-8.29/8.37
Federal Project No. E 036 (508)
Sale Date: 02/24/2010
PID No. 83590
(Office of Real Estate - R/W Operations)

10/20/09
Deb called Adam
Johnson to inform
him we would be
sending a corrected
set, wrong PID#
on one sent.
- Doris

Dear Mr. Bauer:

Pursuant to 23 CFR 635.309, the status of rights of way for subject project is certified as follows:

- a. All necessary construction work for this project will be performed within existing rights of way.
- b. No utilities are involved.
- c. There will be no displacement of persons on this project.
- d. There are no encroachments on this project.

Respectfully,

Aaron D. Behrman, P. E.
District Production Administrator

ADB/dss

c: M. Ligibel, S. Colony, I. Bdeiri, C. Hibbett, Reading File, R/W File



The Mannik & Smith Group

1800 Indian Wood Circle
Maumee, OH 43537-4086
(419) 891-2222
Fax: (419) 891-1595
www.manniksmithgroup.com

LETTER OF TRANSMITTAL

TO: DEB BALDWIN
ODOT DISTRICT 2
317 E. FOX RD.
BOWLING GREEN, OH 43402

DATE: 2-14-05
PROJECT NO.: OND2A
RE: BLK-25-7.92/8.29/8.37
RIGHT OF WAY PLAN SHEET
PID No. 23593

ENCLOSED ARE THE FOLLOWING:

NO. OF COPIES	DESCRIPTION
<u>2</u>	<u>R/W PLAN SHEET @ N.S. RAILROAD</u>

THESE ARE TRANSMITTED as checked below:

- For approval
- For review and comment
- Returned for corrections
- For your use
- Approved as submitted
- Other _____
- As requested
- Approved as noted

REMARKS:

RECEIVED
OHIO DEPT. OF TRANSP.
DISTRICT 2
FEB 15 2005
PRODUCTION DEPARTMENT

COPY TO: _____

SIGNED James P. Mead
PRINTED _____

This transmittal is subject to the following conditions to which you agree by accepting these terms on a reply to this message or using the information in any manner, including but not limited to, copying or using the information for reference.

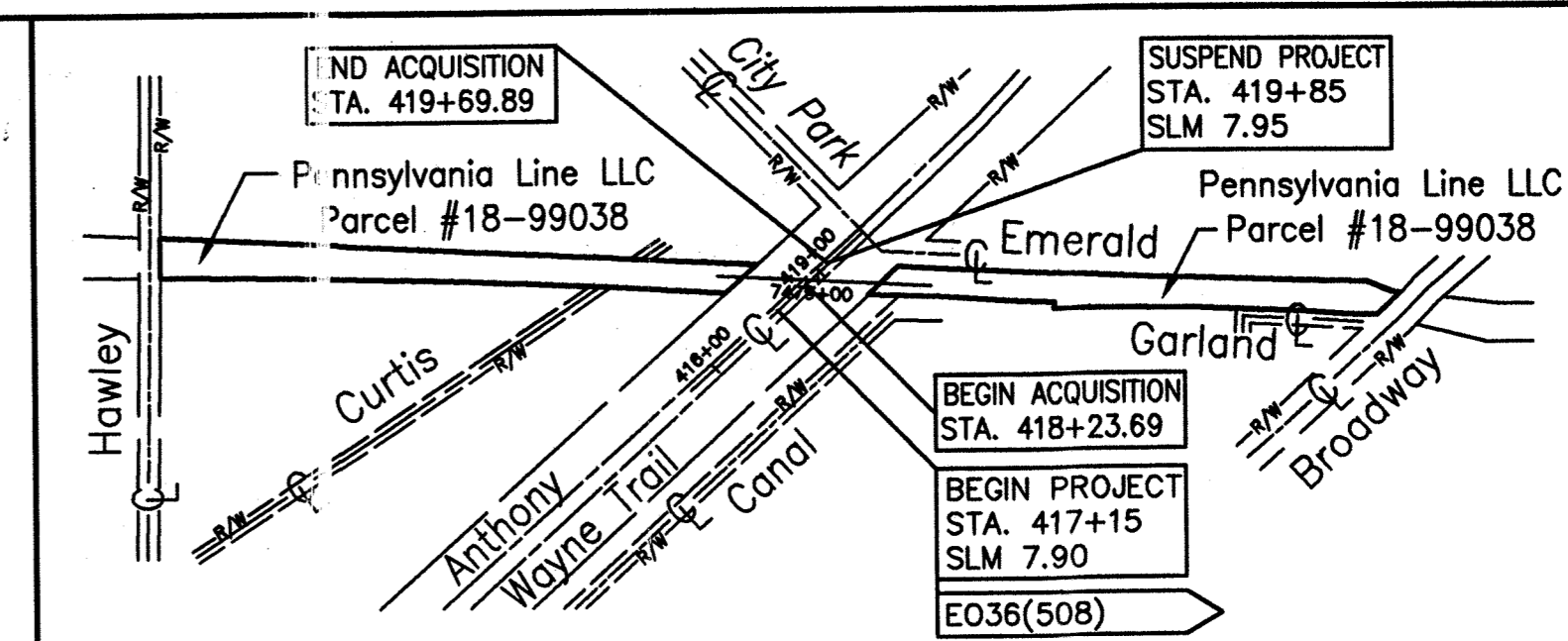
- Any work product of The Mannik & Smith Group, Inc. may not be altered in manner, form or content without our prior express written consent.
- If you discover any errors and/or omissions in the attached information, you will promptly notify us so that we can make any necessary revisions.
- For any electronic file(s) attached hereto, The Mannik & Smith Group, Inc. is not responsible for any errors caused by the transmission of said files, your software, or your computer systems.

Conventional Signs

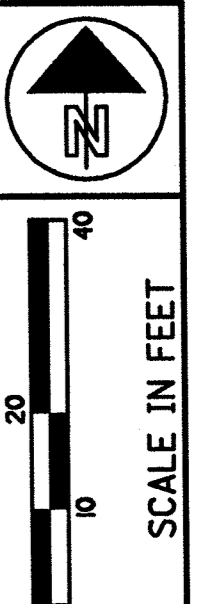
- County Line _____
- Township Line _____
- Section Line _____
- Corporation Line _____ Or _____
- Fence Exist. —X—X— Prop. —X—X—
- Center Line —+890— +891—
- Trees, Stumps, (To Be Removed) ⊗ ⊗
- Utility Poles: Telephone ⚡, Power ⚡, Light ⚡
- Standard Highway Easement —SH—
- Temp. Right Of Way —TMP—
- Right Of Way (Only) —R/W—
- Limited Access & Right Of Way —LA & RW—
- Existing Right Of Way —Ex. R/W—
- Property Line —P— (In Existing Fence) —P—
- Railroad —RR—
- Guardrail (Exist) —GR— (Prop.) —GR—
- Monument Found ⊗

PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio



Property Map



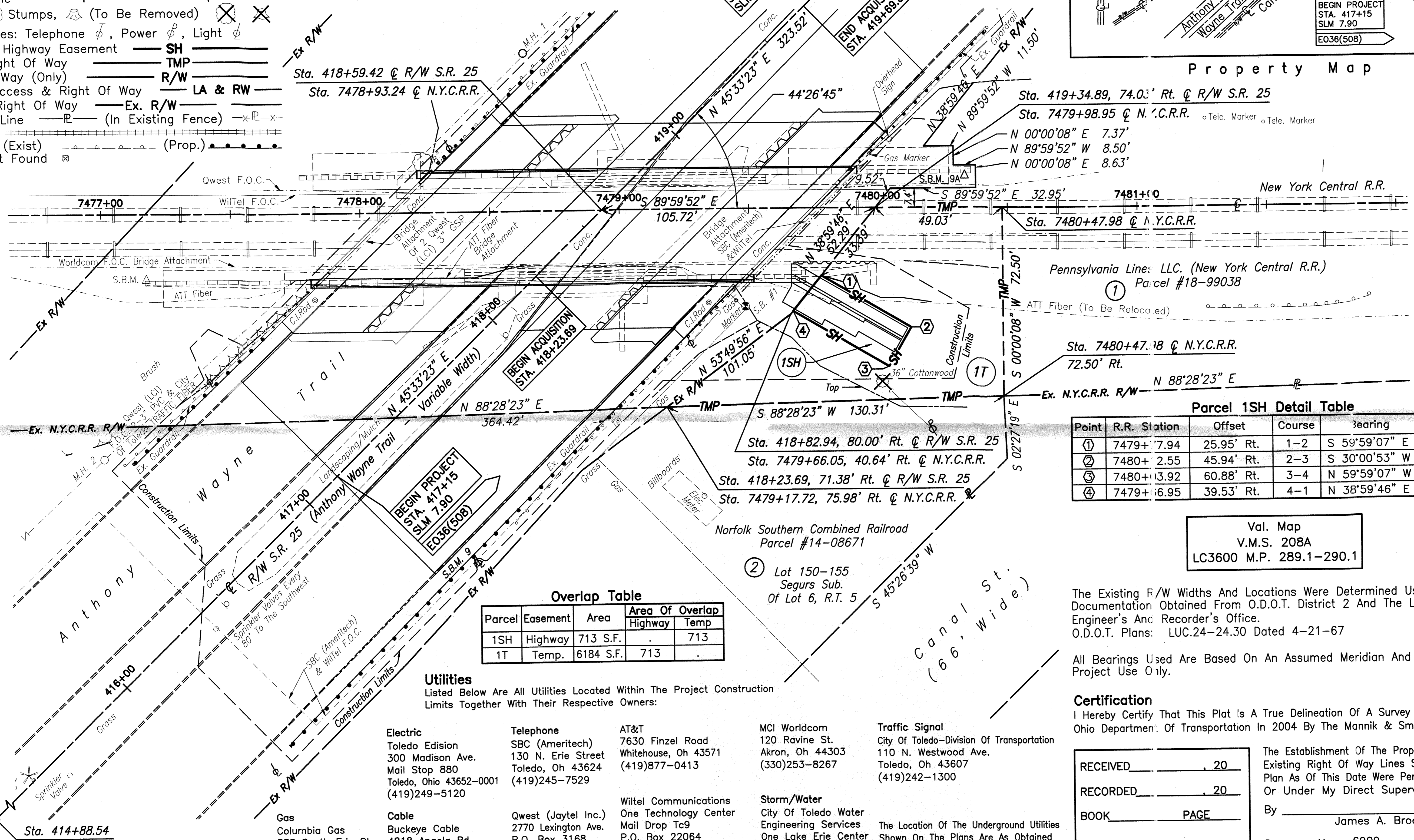
PID NO. 23593

R/W DESIGNER JDB
R/W REVIEWER J.L.W.

RAILROAD PLAT
LUC-25-0729
SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD

LUC-25-(7-92)(8-29)(8-37)

OHDL2B



Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+7.94	25.95' Rt.	1-2	S 59°59'07" E	39.97'
②	7480+2.55	45.94' Rt.	2-3	S 30°00'53" W	17.25'
③	7480+13.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
④	7479+16.95	39.53' Rt.	4-1	N 38°59'46" E	17.46'

Val. Map
V.M.S. 208A
LC3600 M.P. 289.1-290.1

The Existing R/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's And Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-67

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification
I Herby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

RECEIVED _____ 20____
RECORDED _____ 20____
BOOK _____ PAGE _____
COUNTY RECORDER

The Establishment Of The Property Lines And Existing Right Of Way Lines Shown On This Plan As Of This Date Were Performed By Me Or Under My Direct Supervision.
By _____
James A. Broadway
Surveyor No. 6909 Date _____

Overlap Table

Parcel	Easement	Area	Area Of Overlap
1SH	Highway	713 S.F.	713
1T	Temp.	6184 S.F.	713

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- Electric**
Toledo Edison
300 Madison Ave.
Mail Stop 880
Toledo, Ohio 43652-0001
(419)249-5120
- Telephone**
SBC (Ameritech)
130 N. Erie Street
Toledo, Oh 43624
(419)245-7529
- AT&T**
7630 Finzel Road
Whitehouse, Oh 43571
(419)877-0413
- MCI Worldcom**
120 Ravine St.
Akron, Oh 44303
(330)253-8267
- Traffic Signal**
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, Oh 43607
(419)242-1300
- Storm/Water**
City Of Toledo Water Engineering Services
One Lake Erie Center
Toledo, Oh 43604
(419)885-8965
- Gas**
Columbia Gas
333 South Erie St.
Toledo, Ohio 43602
(419)252-8111
- Cable**
Buckeye Cable
4818 Angola Rd.
Toledo, Ohio 43615-6411
(419)724-9810
- Qwest (Jaytel Inc.)**
2770 Lexington Ave.
P.O. Box 3168
Mansfield, Oh 44904
(419)884-0400
- Witel Communications**
One Technology Center
Mail Drop Tc9
P.O. Box 22064
Tulsa, Oklahoma 74121-2064
(330)647-0297

Summary Of Additional Right Of Way Required


Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-		Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

S:\PROJECTS\CV\OHIO\BRIDGE\OHIO\JDB.S.PP01
 C:\Data\Scale: (Eng.) 1"=20'
 Last Revision: 08/11/05
 Description: REVISIONS



Mike
Ligibel/Planning/D02/ODOT
10/25/2005 08:46 AM

To Amy Maynard/RealEstate/D02/ODOT@ODOT
cc
bcc
Subject Re: Fw: LUC 25 - 7.92 PID# 23593 Construction Agreement 

I talked to NS again late last week and he promised to get to it, but as of this moment I don't have anything. I told him its getting critical, not sure if he cares, but I hope so.

Mike Ligibel
D 02 Planning & Programs Administrator
419-373-4457
Amy Maynard/RealEstate/D02/ODOT



Amy
Maynard/RealEstate/D02/ODOT
10/25/2005 08:44 AM

To Mike Ligibel/Planning/D02/ODOT@ODOT
cc
Subject Fw: LUC 25 - 7.92 PID# 23593 Construction Agreement

Hello Mike!


Have you heard anything about the agreement on the LUC 25 projects' RR? Thanks! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-380-4429
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

----- Forwarded by Amy Maynard/RealEstate/D02/ODOT on 10/25/2005 08:43 AM -----



Mike
Ligibel/Planning/D02/ODOT
07/22/2005 10:46 AM

To Amy Maynard/RealEstate/D02/ODOT@ODOT
cc
Subject Re: LUC 25 - 7.92 PID# 23593 Construction Agreement 

Still waiting

Mike Ligibel
D 02 Planning & Programs Administrator
419-373-4457
Amy Maynard/RealEstate/D02/ODOT



Amy
Maynard/RealEstate/D02/ODOT

To Mike Ligibel/Planning/D02/ODOT@ODOT



07/22/2005 10:35 AM

cc

Subject LUC 25 - 7.92 PID# 23593 Construction Agreement


Hello Mike!

Just wanted to know if you have heard anything about the const. agreement on the above project.
Thanks! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-380-4429
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us



Mike
Ligibel/Planning/D02/ODOT
07/22/2005 10:46 AM

To Amy Maynard/RealEstate/D02/ODOT@ODOT
cc
bcc
Subject Re: LUC 25 - 7.92 PID# 23593 Construction Agreement 

Still waiting

Mike Ligibel
D 02 Planning & Programs Administrator
419-373-4457
Amy Maynard/RealEstate/D02/ODOT



Amy
Maynard/RealEstate/D02/ODOT
07/22/2005 10:35 AM

To Mike Ligibel/Planning/D02/ODOT@ODOT
cc
Subject LUC 25 - 7.92 PID# 23593 Construction Agreement

Hello Mike!

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Thanks! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-380-4429
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

Send note to Region



Mike
Ligibel/Planning/D02/ODOT
06/29/2005 02:56 PM

To Amy Maynard/RealEstate/D02/ODOT@ODOT
cc
bcc
Subject Re: Fw: LUC 25 - 7.92 PID# 23593 SJN 42494(0)

No, and I'm getting a little tired waiting on NS. I called a week ago and have gotten no response. I'll try again this week.

Sorry, Mike

Mike Ligibel
D 02 Planning & Programs Administrator
419-373-4457
Amy Maynard/RealEstate/D02/ODOT



Amy
Maynard/RealEstate/D02/ODOT
06/29/2005 02:53 PM

To Mike Ligibel/Planning/D02/ODOT@ODOT
cc
Subject Fw: LUC 25 - 7.92 PID# 23593 SJN 42494(0)

Hello Mike!

Just wanted to know if you have heard anything about the const. agreement on the above project.
Thanks! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-380-4429
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

----- Forwarded by Amy Maynard/RealEstate/D02/ODOT on 06/29/2005 02:52 PM -----



Mike
Ligibel/Planning/D02/ODOT
06/07/2005 10:43 AM

To Amy Maynard/RealEstate/D02/ODOT@ODOT
cc
Subject Re: LUC 25 - 7.92 PID# 23593 SJN 42494(0)

Amy, I'm waiting for NS to return it.

Mike Ligibel
D 02 Planning & Programs Administrator
419-373-4457
Amy Maynard/RealEstate/D02/ODOT



Amy



Maynard/RealEstate/D02/OD
OT

06/07/2005 09:59 AM

To Mike Ligibel/Planning/D02/ODOT@ODOT

cc

Subject LUC 25 - 7.92 PID# 23593 SJN 42494(0)

Hello Mike!

Is there a construction agreement in the works for this project? It has one RR parcel on it. Thank you! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-380-4429
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us



Amy
Maynard/RealEstate/D02/OD
OT

07/01/2005 08:43 AM

To Denny Byrd/RENW/CEN/ODOT@ODOT

cc

bcc

Subject LUC 25 - 7.92 PID# 23593

Hello Denny!

Wanted to let you know, there is still no signed RR const. agreement on this project. Upstairs has to call them again this week. Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-380-4429
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us



**Mike
Ligibel/Planning/D02/ODOT**
06/07/2005 10:43 AM

To Amy Maynard/RealEstate/D02/ODOT@ODOT
cc
bcc
Subject Re: LUC 25 - 7.92 PID# 23593 SJN 42494(0)

Amy, I'm waiting for NS to return it.

Mike Ligibel
D 02 Planning & Programs Administrator
419-373-4457
Amy Maynard/RealEstate/D02/ODOT



**Amy
Maynard/RealEstate/D02/ODOT**
06/07/2005 09:59 AM

To Mike Ligibel/Planning/D02/ODOT@ODOT
cc
Subject LUC 25 - 7.92 PID# 23593 SJN 42494(0)

Hello Mike!

Is there a construction agreement in the works for this project? It has one RR parcel on it. Thank you! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-380-4429
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us



Dave Dicke

10/05/2004 11:16 AM

To: Imad Bdeiri/Planning/D02/ODOT@ODOT
cc: Mike Ligibel/Planning/D02/ODOT@ODOT, Aaron
Behrman/Production/D02/ODOT@ODOT, Amy
Maynard/RealEstate/D02/ODOT@ODOT, David
Subject: LUC-25-7.92 pid 23593 required r/w please add dates

Imad and company,

Pid 23593 is said to have need for right of way acquisition for the reconstruction of a retaining or bridge wall for the rail road structure. It is thought to require a rail road parcel and perhaps another private property parcel. Please add a 2 parcel count and 1 rail road parcel to Ellis. Also, please add the following dates:

r/w plans complete 5/10/05

Region r/w cert 3/1/06 - 3-1-05

District R/W cert 3-10-06

As you know a rail agreement will be required and thus Mike Ligibel will need to get that concluded prior to Region/Central office starting the r/w acquisition on the rail road. Thus this may need to be sent in with a conditional certification pending the conclusion of the rail acquisition.

Any questions please call

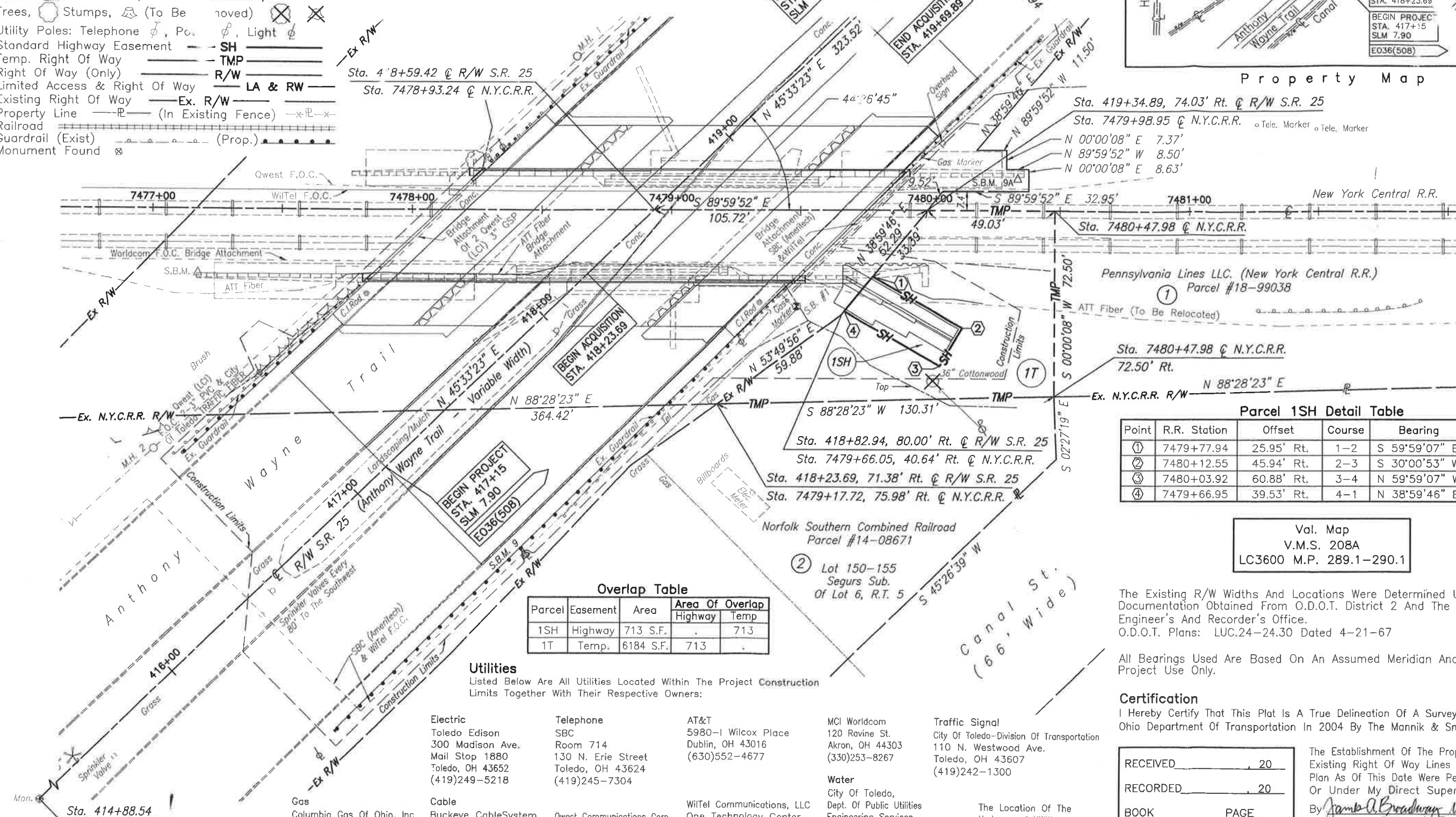
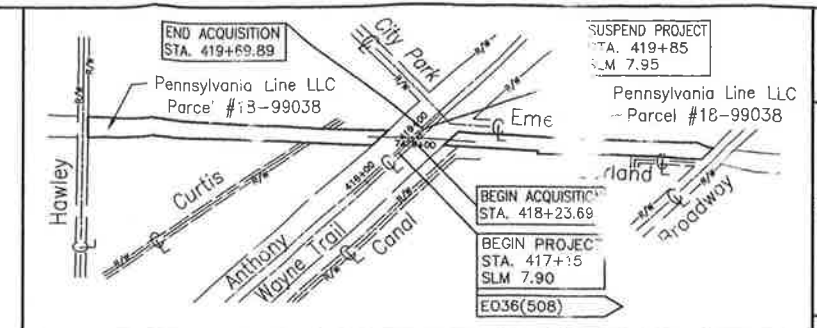
Amy please add this to our project list. Steve colony is listed as project manager

PENNSYLVANIA LINE LLC

River Tract 5
City Of Toledo,
Lucas County, Ohio

Conventional Signs

County Line	-----
Township Line	-----
Section Line	-----
Corporation Line	-----
Fence Exist.	X-----X
Center Line	+-----+
Trees, Stumps, (To Be Moved)	⊗
Utility Poles: Telephone, P.C., Light	⊕, ⊕, ⊕
Standard Highway Easement	SH
Temp. Right Of Way	TMP
Right Of Way (Only)	R/W
Limited Access & Right Of Way	LA & RW
Existing Right Of Way	Ex. R/W
Property Line (In Existing Fence)	⊕-----⊕
Railroad	-----
Guardrail (Exist)	-----
Monument Found	⊗



Property Map

Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+77.94	25.95' Rt.	1-2	S 59°59'07" E	39.97'
②	7480+12.55	45.94' Rt.	2-3	S 30°00'53" W	17.25'
③	7480+03.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
④	7479+66.95	39.53' Rt.	4-1	N 38°59'46" E	17.46'

Val. Map
V.M.S. 208A
LC3600 M.P. 289.1-290.1

Overlap Table

Parcel	Easement	Area	Area Of Overlap
1SH	Highway	713 S.F.	713
1T	Temp.	6184 S.F.	713

Utilities

Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

Electric Toledo Edison 300 Madison Ave. Mail Stop 1880 Toledo, OH 43652 (419)249-5218	Telephone SBC Room 714 130 N. Erie Street Toledo, OH 43624 (419)245-7304	AT&T 5980-I Wilcox Place Dublin, OH 43016 (630)552-4677	MCI Worldcom 120 Ravine St. Akron, OH 44303 (330)253-8267	Traffic Signal City Of Toledo-Division Of Transportation 110 N. Westwood Ave. Toledo, OH 43607 (419)242-1300
Gas Columbia Gas Of Ohio, Inc. 333 South Erie St. Toledo, OH 43602 (419)252-8110	Cable Buckeye CableSystem 4818 Angola Rd. Toledo, OH 43615 (419)724-9820	Qwest Communications Corp. 1860 Lincoln St. 2nd Floor Denver, CO 80295 (303)837-3926	WilTel Communications, LLC One Technology Center 100 S. Cincinnati Toledo, OH 43604 (918)547-9919	The Location Of The Underground Utilities Shown On The Plans Are As Obtained From The Owners As Required By Section 153.64 O.R.C.

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-	-	Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

The Existing R/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's And Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-67

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification

I Hereby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

RECEIVED _____ 20
 RECORDED _____ 20
 BOOK _____ PAGE _____
 COUNTY RECORDER

The Establishment Of The Property Lines And Existing Right Of Way Lines Shown On This Plan As Of This Date Were Performed By Me Or Under My Direct Supervision.
 By James A. Broadway May 12, 2005
 James A. Broadway
 Surveyor No. 6909 Date 5-12-05



UNDERGROUND UTILITIES
 TWO WORKING DAYS
BEFORE YOU DIG
 CALL 1-800-362-2764 (TOLL FREE)
 OHIO UTILITIES PROTECTION SERVICE
 NON-MEMBERS
MUST BE CALLED DIRECTLY

SCALE IN FEET
 20
 10
 0
 R/W DESIGNER JDB
 JDB
 R/W REVIEWER JLW
 JLW
 RAILROAD PLAT
 LUC-25-0729
 SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD
 PID NO. 23593
 LUC-25-17.92(8.29)(8.37)
 134/134
 1
 1
 OHDL2B



Ohio Department of Transportation: ELLIS Reporting

User:

amaynard

Date:

08/18/2004

Basic Project Information

Project Name: LUC SR 25 7.92 **PID:** 23593 SJN 42494(0)
Project Status: Active **Responsible District:** D2
Project Type: Let **Locale:** LUC
Project Description: REHABILITATE 3 STRUCTURES; PERFORM NECESSARY RELATED WORK.

Detailed Project Information

Letting Type: ODOT Let **Project Manager:** COLONY, STEPHEN F
Work Categories: Preservation **Contract Features:**
 • Bridge Replacement
Primary Work Category: Bridge Replacement **Environmental Document Type:**
Project Purpose: Preservation **Trac Tier:**
Designers: • MANNIK & SMITH, INC. **Program Family:**
Responsible Design Agency: DISTRICT 2 PRODUCTION **Federal Congressional District:** 9
Sponsoring Agency: ODOT SPONSORING AGENCY **Demo ID:**
Plans Measurement Type: English Units **Reservoir Year:**
FHWA Oversight: A : State Administered **FHWA Project Type:** C
Reporting Group Codes: • 000 Import Completed by Proj Acct & Dist **Primary MPO:** TMACOG
 • 003 DM IMPORT COMPLETE
Project Termini: TOLEDO. OVER NS RR

Project Classification Information

Name	Federal Aid System	Functional System	Urbanized Area/Size	Verified	Assigned	
N P 044	NHS Non-Interstate	Other Principal Arterial	TOLEDO	Yes	Yes	
Funding						
Funding Events	Event Estimate	Grouping ID	Improvement Code	Committed Funding	Toll Revenue Amount	Event Status
CO CC1	\$3,650,000.00		Bridge Replacement - No Added Capacity	Yes	\$730,000.00	Unreviewed
CO CO Contr 02	\$150,000.00		Bridge Replacement - No Added Capacity	Yes	\$0.00	New
PENG	\$31,463.00		Preliminary Engineering	Yes	\$0.00	Locked
PE DD	\$314,634.00		Preliminary Engineering	Yes	\$0.00	Locked
CENG	\$380,000.00		Construction Engineering	Yes	\$0.00	Reviewed
Work Locations						
Roadway Segments	NLF ID	County/Route	SLM Log Point	County True Log Point	Classification Lane Miles	
LUC-SR-25	SLUCSR00025**C	LUC-SR-25	8.370 to 8.390	8.370 to 8.390	0.080	
LUC-SR-25	SLUCSR00025**C	LUC-SR-25	8.290 to 8.310	8.290 to 8.310	0.080	

LUC-SR-25	SLUCSR00025**C	LUC-SR-25	7.920 to 7.940	7.920 to 7.940	0.120
-----------	----------------	-----------	----------------	----------------	-------

Bridges	NLF ID	County/Route	SLM Log Point	County True Log Point	Overall Length
4801652	SLUCSR00025**C	LUC-SR-25	8.290	8.290	227.0
4801539	SLUCSR00025**C	LUC-SR-25	7.560	7.560	62.0
4801563	SLUCSR00025**C	LUC-SR-25	8.290	8.290	190.0
4801598	SLUCSR00025**C	LUC-SR-25	8.290	8.290	190.0
4801687	SLUCSR00025**C	LUC-SR-25	8.290	8.290	224.0

Project Milestone Information

Milestone	Commitment Date	Actual Date	Baseline Date	N/A	Shared
Environmental Document Approved	01/31/2003	10/10/2001		No	No
Authorized Design Consultant		02/05/2002		No	No
Stage 1 Plans Submitted	10/01/2002	02/13/2003		No	No
Stage 1 Plans - Complete	03/03/2003	03/12/2003		No	No
Stage 3 Plans - Submitted	08/01/2003	08/04/2003		No	No
Stage 3 Plans - Complete	06/04/2004	05/12/2004	01/23/2004	No	No
Tracings Complete	11/01/2004		03/19/2004	No	No
Sale Date	06/23/2006		06/23/2006	No	No
Award	07/01/2006		07/01/2006	No	No

Project Comment Information

Comment	Type	Date	User
changed tracing date because R/W has now been authorized for construction of wall on Railroad R/W	Schedule	08/17/2004	dbaldwin
changed tracing complete date	Schedule	07/28/2004	dbaldwin
changed tracings complete date	Schedule	07/28/2004	dbaldwin
stage 3 roadway and bridge approved	Schedule	05/12/2004	dbaldwin
Added CO CO Contr 02 funding event to account for the local share towards the Wearing Surface.	Funding	04/26/2004	ibdeiri
Adjusted CO CC1 funding event amount.	Funding	04/26/2004	ibdeiri
Adjusted stage 3 compl and tracing lapsed comm dates.	Schedule	03/03/2004	ibdeiri
Locking "Sale Date" by copying the current date to the baseline date where there is no actual date.	Schedule	01/18/2004	sgoddard
Locking "Award" by copying the current date to the baseline date where there is no actual date.	Schedule	01/18/2004	sgoddard
Locking "Tracings Complete" by copying the current date to the baseline date where there is no actual date.	Schedule	01/18/2004	sgoddard
Locking "Stage 3 Plans - Complete" by copying the current date to the baseline date where there is no actual date.	Schedule	01/18/2004	sgoddard
Adjusted lapsed comm dates.	Schedule	12/24/2003	ibdeiri
received resubmittal stage 3	Schedule	11/06/2003	dbaldwin
faxed Jim Moore City of Toledo Comments on final plans.	Schedule	09/03/2003	DBALDWIN
stage 3 roadway returned not approved, problems with MOT and lighting.	Schedule	08/25/2003	dbaldwin
received stage 3	Schedule	08/07/2003	dbaldwin
stage 1 roadway and bridge approved, DAB and Jim Bradley	Schedule	03/12/2003	dbaldwin
Added actual concept. plan submittal date.	Schedule	02/18/2003	ibdeiri
changed dates, after meeting with consultant, city, stormer and baldwin	Schedule	02/12/2003	dbaldwin
Stage 1 will be reviewed again, after meeting with the city who agreed to only having 11' lanes barrier to barrier for Anthony Wayne and Collingwood. will try for 11' on Swancreek if not 10' lane OK. Gary Stookey OKed at meeting.	Schedule	02/12/2003	dbaldwin
Stage 1 returned not approved MOT problems	Schedule	01/28/2003	dbaldwin
District received MOT and Pavement Marking comments from City of Toledo on 12-19-02.	Schedule	12/26/2002	ibdeiri
Mis-typed the PID number. the 12/4/02 comment is irrelevant for this project.	Schedule	12/04/2002	ibdeiri

Changed the Env Comm date as per Lewis e-mail (12/3/02).
ADD PHASE/SUBPHASE

Schedule	12/04/2002	ibdeiri
Funding	11/04/2002	DMCGONIG

Project Right-Of-Way Information

Responsible Acquisition Agency:

Acquiring Agents:

Total Parcel Count: 0

Railroad Parcel Count: 0

Relocation Assistance Parcel Count: 0



Dave Dicke
08/18/2004 08:52 AM

To: Deborah Baldwin/Production/D02/ODOT@ODOT
cc: Mike Ligibel/Planning/D02/ODOT@ODOT, Aaron
Behrman/Production/D02/ODOT@ODOT, Amy
Maynard/RealEstate/D02/ODOT@ODOT
Subject: Re: Fw: PID 23593 Luc-25-7.92 Tracings

Deb, Mike, Aaron and Dave Seasley,

Based on Ellis this project has a 6/23/06 sale date so the plan pkg date (not in Ellis) would be some where around 4/01/06.

The tracings are to be done 11/1/04. If that includes final right of way, please add a 1/15/06 r/w clear date to Ellis. This of course is contingent on the rail agreement being completed 6 by 6/1/05 or sooner.

Amy and Dave please add this project into our list of 2006 project with right of way.

Deb, how many parcels does the plan require and are they all form the same rail road. Please advise. D Dicke

Deborah Baldwin



Deborah Baldwin
08/17/2004 03:12 PM

To: Dave Dicke/RealEstate/D02/ODOT@ODOT, Mike
Ligibel/Planning/D02/ODOT@ODOT
cc:
Subject: Fw: PID 23593 Luc-25-7.92 Tracings

FYI
Railroad R/W needed for this plan

Deb Baldwin, P.E.
Review Liaison District 2
Phone # 419-373-4489
Fax # 419-380-4489
Production Fax # 419-373-4446

----- Forwarded by Deborah Baldwin/Production/D02/ODOT on 08/17/2004 03:11 PM -----



"James Moore"
<jpm@msi-mec.com>
08/17/2004 12:54 PM

To: <Deborah.Baldwin@dot.state.oh.us>
cc:
Subject: Re: PID 23593 Luc-25-7.92 Tracings

Deb:

Thanks for the message. We will get on this ASAP. We appreciate the extension of time.

Regards,

James P. Moore, P.E.
Transportation Group Manager

Mannik & Smith Group, Inc.
1800 Indian Wood Circle
Maumee, OH 43537
Phone: (419) 891-2222
Fax: (419) 891-1595
jpm@msi-mec.com

>>> "Deborah Baldwin" <Deborah.Baldwin@dot.state.oh.us> 08/17/04 12:53PM >>>

Jim,
Steve still needs written requested for authorization for this R/W. Email is preferred. I have changed your tracings date too 11/1/04. this will not effect the sale.

Deb Baldwin, P.E.
Review Liaison District 2
Phone # 419-373-4489
Fax # 419-380-4489
Production Fax # 419-373-4446

"James Moore" <jpm@msi-mec.com>
08/16/2004 03:52 PM

To: <Deborah.Baldwin@dot.state.oh.us>
cc:
Subject: Re: PID 23593 Luc-25-7.92 Tracings

Deb:

Sorry for the delay in response. I've been quite busy getting our US-24 Cost Proposal assembled. We have completed all of our plan revisions and are ready to submit tracings. However, I received a message from Steve Colony requesting that we provide Right-of-Way plan sheets for the retaining wall reconstruction at the NS bridge. Steve said he could give us immediate authorization. I will seek this ASAP.

When I have determined the amount of effort required to get the R/W information together, I will have a better idea as to when we can get these tracings submitted. Unless there is a more efficient way of getting this R/W work done, I would assume that we are a couple month off at this point (including our work as well as the review process required). Will this be a problem for the sale of this project?

Regards,

James P. Moore, P.E.
Transportation Group Manager

Mannik & Smith Group, Inc.
1800 Indian Wood Circle
Maumee, OH 43537
Phone: (419) 891-2222
Fax: (419) 891-1595
jpm@msi-mec.com

>>> "Deborah Baldwin" <Deborah.Baldwin@dot.state.oh.us> 08/12/04 03:01PM
>>>

I was just wonder when we will be getting the mylars. We are showing a 6/30/2004 date for the tracings.

Deb Baldwin, P.E.
Review Liaison District 2
Phone # 419-373-4489
Fax # 419-380-4489
Production Fax # 419-373-4446

***** CONFIDENTIALITY NOTICE *****



Craig
Loehrke/Aerial/D02/ODOT
05/21/2005 01:52 PM

To "Jon Bruner" <jdb@msi-mec.com>
cc Amy Maynard/RealEstate/D02/ODOT@ODOT
bcc
Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

Deb Baldwin was the one asking for it.... that should work out fine.. Thanks for responding !!!!
Craig

Craig Loehrke, P.S.
R/W Dept
District 2 - Bowling Green
Phone 419-373-4436
Fax 419-373-4446
Office Hours M-F 7:00-3:30

craig.loehrke@dot.state.oh.us
"Jon Bruner" <jdb@msi-mec.com>



"Jon Bruner"
<jdb@msi-mec.com>
05/20/2005 11:54 AM

To <Craig.Loehrke@dot.state.oh.us>
cc <Amy.Maynard@dot.state.oh.us>
Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

Craig,
I have been informed that the file we spoke of was included on a CD sent to Deb Baldwin.
It is included under bridge 0.729 with a file suffix of RR001.
Will that take care of what you need? If not let me know and I'll get you what you need.
Jon

>>> <Craig.Loehrke@dot.state.oh.us> 05/18/05 08:20AM >>>

Jon -

I was asked to get in touch with you and ask for a "workable, electronic file" for the project. What I was told was that we need a .dgn or .dwg file of the R/W plan sheet, but not a tif format....

Would you please send us what you have as soon as time allows?

Thanks,
Craig

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R/W Dept
District 2 - Bowling Green
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Fax 419-373-4446
Office Hours M-F 7:00-3:30

craig.loehrke@dot.state.oh.us

Amy Maynard/RealEstate/D02/ODOT
05/09/2005 07:43 AM

To
jdb@msi-mec.com
cc
Craig Loehrke/Aerial/D02/ODOT@ODOT
Subject
LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

Hello Jon!

This project has been reviewed and a approval letter is on its way to Mannik.

Please send the final descriptions on the above noted project electronically. I know you e-mailed them to me in March '05 but since then parcel 1-T has had a correction.

Also, please send the original signed and stamped descriptions in hard copy. Thank you! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

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"Jon Bruner"
<jdb@msi-mec.com>
05/20/2005 11:54 AM

To <Craig.Loehrke@dot.state.oh.us>
cc <Amy.Maynard@dot.state.oh.us>
bcc

Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

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craig.loehrke@dot.state.oh.us

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05/09/2005 07:43 AM

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cc
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<jdb@msi-mec.com>
05/20/2005 11:54 AM

To <Craig.Loehrke@dot.state.oh.us>
cc <Amy.Maynard@dot.state.oh.us>
bcc

Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

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>>> <Craig.Loehrke@dot.state.oh.us> 05/18/05 08:20AM >>>

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Craig

Craig Loehrke, P.S.
R/W Dept
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Phone 419-373-4436
Fax 419-373-4446
Office Hours M-F 7:00-3:30

craig.loehrke@dot.state.oh.us

Amy Maynard/RealEstate/D02/ODOT
05/09/2005 07:43 AM

To
jdb@msi-mec.com
cc
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Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

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Ohio Department of Transportation **FAX**

TRANSMISSION

District 02
317 East Poe Road
Bowling Green, Ohio 43402

telephone: 419-373-4498
fax: 419-373-4446

Date May 18, 2005 #of pages (including this page) 4
To Flossie Kaple From Amy Maynard
Northwest Regional Office District 2, Real Estate

FAX# 9-1-419-424-3509

RE: Encumbrance sheets

Flossie,

Here are three posted OBM sheets for the encumbrances on:

LUC 475 - 14.10 PID# 77255

SEN 33 - 3.66 PID# 23028

LUC 25 - 7.92 PID# 23593

Amy

FAXED

5/18/05 3:46pm
Doris

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
ENCUMBRANCE**

VENDOR #: 298462585	BATCH #: T35406	DOCUMENT #: 609632	
NAME: EVIDENCE OF TITLE	ADDRESS CD: 01	CAS TRANS CD: CNTE	
ADDRESS 1: 758 OHIO ST		CONTRACT #: DOTC12744	
ADDRESS 2:		CONTROL BOARD #: DOT272	
CITY, STATE: ALLIANCE OH		PROJECT #:	
ZIP CODE: 44601		PID #: 23593	
		CHANGE ORDER #: NEW	
		DOCUMENT AMOUNT: 1,000.00	
COUNTY: LUC	ROUTE: 25	SECTION: 7.92	
DESCRIPTION: R/W SERVICES TASK ORDER - 1 RAILROAD FULL TITLE EXAMINATION REHAB 3 STRUCTURES NW REGION			

Line #	Fund	Year	ARC	SAC	SPRC	RCAT	Activity	Object	Sub Object	Trans Code	
01	002	2005	1772	4PS7	0002	NOCC	0072	740		41	
								Elig #	Fan #	State Job #	Line Amount
								S		424940	1,000.00

RECEIVED
OHIO DEPT. OF TRANSP.
DISTRICT 2
MAY 18 2005

PRODUCTION
DEPARTMENT

MAY 12 2005

I hereby certify that there is a balance in the appropriation not otherwise obligated to pay precedent obligations, pursuant to which the obligation detailed above is to be paid.

OFFICE OF BUDGET MANAGEMENT

APPROVED: *Gordon Porter* ^{med}
DIRECTOR OF TRANSPORTATION
DATE: 5/13/05

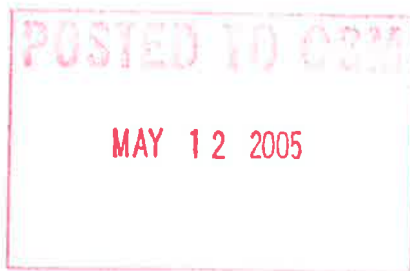
**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
ENCUMBRANCE**

VENDOR #: 298462585	BATCH #: T35406	DOCUMENT #: 609632	
NAME: EVIDENCE OF TITLE	ADDRESS CD: 01	CAS TRANS CD: CNTE	
ADDRESS 1: 758 OHIO ST		CONTRACT #: DOTC12744	
ADDRESS 2:		CONTROL BOARD #: DOT272	
CITY, STATE: ALLIANCE OH		PROJECT #:	
ZIP CODE: 44601		PID #: 23593	
		CHANGE ORDER #: NEW	
		DOCUMENT AMOUNT: 1,000.00	
COUNTY: LUC	ROUTE: 25	SECTION: 7.92	
DESCRIPTION: R/W SERVICES TASK ORDER - 1 RAILROAD FULL TITLE EXAMINATION REHAB 3 STRUCTURES NW REGION			

Line #	Fund	Year	ARC	SAC	SPRC	RCAT	Activity	Object	Sub Object	Trans Code
01	002	2005	1772	4PS7	0002	NOCC	0072	740		41
				Elig #	Fan #			State Job #		Line Amount
				S				424940		1,000.00

RECEIVED
OHIO DEPT. OF TRANSP.
DISTRICT 2
MAY 18 2005

PRODUCTION
DEPARTMENT



I hereby certify that there is a balance in the appropriation not otherwise obligated to pay precedent obligations, pursuant to which the obligation detailed above is to be paid.

OFFICE OF BUDGET MANAGEMENT

APPROVED: *Mordon Porter* ^{MD}
DIRECTOR OF TRANSPORTATION
DATE: 5/13/05

Ohio Department of Transportation **FAX**
TRANSMISSION

District 02
317 East Poe Road
Bowling Green, Ohio 43402

telephone: 419-373-4498
fax: 419-373-4446

Date May 12, 2005 #of pages (including this page) 2

To Alice Redmond From Amy Maynard
Payroll District 2, Real Estate

FAX# 9-1-614-887-4950

Comments: Encumbrance request for: LUC 25 - 7.92
PID# 23593

Task order encumbrance request for Evidence of Title for \$1,000.00.

Thanks!

609632

FAXED
5/12/05 8:58 am
Dobis

**OHIO DEPARTMENT OF TRANSPORTATION
INTER-OFFICE COMMUNICATION**

To: Matt Downs, Administrator, Office of Payroll & Project Accounting
Attn: Alice Redmond, Payroll

From: Dave Dicke, Real Estate Administrator, District 2

Date: May 11, 2005

Re: **Right of Way (Programmatic Task Order)** Encumbrance Request for
Agreement No. 12744
County LUC Route 25 Section 7.92
PID No. 23593
State Job No. 42494(0)
Federal Project No. E036 (508)
(Brief Description) 1 Railroad full title examination

Vendor Name: Evidence of Title
Vendor Address: 758 Ohio Street
Alliance, Ohio 44601

Vendor No. 29-8462595
Add Code: 01

100% LPS7

Completion Date: July 29, 2005

Controlling Board No.: **DOT 272-05**

Amount to be Encumbered: \$1,000.00

Ellis Information:

Right of Way Sub-phase: REAL ESTATE SERVICES

Funding Event Name: RW SERV TASK ORDER 1

Encumbrance Request Name: RW Serv Task Order 1

Program Manager Approval: *M. Ligibel* 5/11/05
Signature and Date

c: Regional Projects Manager; M. Ligibel, Planning/Programs Manager;

A. Behrman, Production Administrator, Reading File, File

Form Revised 07/03



**Amy
Maynard/RealEstate/D02/O
DOT**
05/16/2005 10:25 AM

To David Seasley/RENW/CEN/ODOT@ODOT, Denny
Byrd/RENW/CEN/ODOT@ODOT, Marna
Mulrone/RENW/CEN/ODOT@ODOT, Flossie
cc
bcc

Subject Fw: LUC 25 - 7.92, PID 23593 - R/W ENCUMBRANCE
REQUEST - E of T

To all!

We have a encumbrance no. on the LUC 25 project for the railroad title for Evidence of Title: it is:
609632 for \$1,000.00 Thanks! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

----- Forwarded by Amy Maynard/RealEstate/D02/ODOT on 05/16/2005 10:24 AM -----

**Denny
Byrd/RENW/CEN/ODOT**
05/11/2005 10:40 AM

To Dave Dicke/RealEstate/D02/ODOT@ODOT, Amy
Maynard/RealEstate/D02/ODOT@ODOT
cc Richard May/RENW/CEN/ODOT@ODOT, Marna
Mulrone/RENW/CEN/ODOT@ODOT
Subject LUC 25 - 7.92, PID 23593 - R/W ENCUMBRANCE
REQUEST - E of T

Please review the attached:

Denny Byrd
Realty Specialist Manager
NW Region Real Estate
Ohio Department of Transportation

To Mike
5/11/05

OHIO DEPARTMENT OF TRANSPORTATION INTER-OFFICE COMMUNICATION

To: Matt Downs, Administrator, Office of Payroll & Project Accounting
Attn: Alice Redmond, Payroll
From: Dave Dicke, Real Estate Administrator, District 2
Date: May 11, 2005

Re: **Right of Way (Programmatic Task Order)** Encumbrance Request for
Agreement No. 12744
County LUC Route 25 Section 7.92
PID No. 23593
State Job No. 42494(0)
Federal Project No. E036 (508)
(Brief Description) 1 Railroad full title examination

Vendor Name: Evidence of Title
Vendor Address: 758 Ohio Street
Alliance, Ohio 44601

Vendor No. 29-8462595
Add Code: 01

Completion Date: July 29,2005

Controlling Board No.: **DOT 272-05**

Amount to be Encumbered: \$1,000.00

Ellis Information:
Right of Way Sub-phase: _____
Funding Event Name: _____
Encumbrance Request Name: _____

Program Manager Approval: _____
Signature and Date

c: Regional Projects Manager; M. Ligibel, Planning/Programs Manager;
A. Behrman, Production Administrator, Reading File, File
Form Revised 07/03

May 11, 2005

LUC 25 - 7.92 PID# 23593

Mike,

Attached is the encumbrance request on the above noted project for a title report on the railroad parcel for your signature.

If any questions, call.

Thanks, Amy

373-4498

5/11/05 - approved by DTD/ASM

OHIO DEPARTMENT OF TRANSPORTATION INTER-OFFICE COMMUNICATION

To: Matt Downs, Administrator, Office of Payroll & Project Accounting
Attn: Alice Redmond

From: Dave Dicke, Real Estate Administrator, District 2

Date: May 11, 2005

Re: **Right of Way (Programmatic Task Order)** Encumbrance Request for
Agreement No. 12744
County LUC Route 25 Section 7.92
PID No. 23593
State Job No 42494(0)
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Add Code: 01

Completion Date: July 29, 2005

Controlling Board No.: **DOT 272-05**

Amount to be Encumbered: \$1,000.00

Ellis Information:

Right of Way Sub-phase: Real Estate Services

Funding Event Name: _____

Encumbrance Request Name: _____

Program Manager Approval: _____
Signature and Date

c: _____ Region
Form Revised 07/03

Denny
Byrd/RENEW/CEN/ODOT
05/11/2005 10:40 AM

To Dave Dicke/RealEstate/D02/ODOT@ODOT, Amy
Maynard/RealEstate/D02/ODOT@ODOT
cc Richard May/RENEW/CEN/ODOT@ODOT, Marna
Mulroney/RENEW/CEN/ODOT@ODOT

bcc

Subject LUC 25 - 7.92, PID 23593 - R/W ENCUMBRANCE
REQUEST - E of T

Please review the attached:



051105RW Servs enc requestform-EofT.wpd

Denny Byrd
Realty Specialist Manager
NW Region Real Estate
Ohio Department of Transportation

**Denny
Byrd/RENW/CEN/ODOT**
05/11/2005 10:40 AM

To Dave Dicke/RealEstate/D02/ODOT@ODOT, Amy
Maynard/RealEstate/D02/ODOT@ODOT
cc Richard May/RENW/CEN/ODOT@ODOT, Marna
Mulroney/RENW/CEN/ODOT@ODOT
bcc
Subject LUC 25 - 7.92, PID 23593 - R/W ENCUMBRANCE
REQUEST - E of T

Please review the attached:



051105RW Servs enc requestform-EofT.wpd

Denny Byrd
Realty Specialist Manager
NW Region Real Estate
Ohio Department of Transportation

**OHIO DEPARTMENT OF TRANSPORTATION
INTER-OFFICE COMMUNICATION**

To: Matt Downs, Administrator, Office of Payroll & Project Accounting
Attn: Alice Redmond

From: Dave Dicke, Real Estate Administrator, District 2

Date: May 11,2005

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Agreement No. 12744
County LUC Route 25 Section 7.92
PID No. 23593
State Job No 42494(0)
Federal Project No. _____
(Brief Description) 1 Railroad full title examination

Vendor Name: Evidence of Title
Vendor Address: 758 Ohio Street
Alliance, Ohio 44601

Vendor No. 298462595
Add Code: 01

Completion Date: July 29,2005

Controlling Board No.: **DOT 272-05**

Amount to be Encumbered: \$1,000.00

Ellis Information:

Right of Way Sub-phase: Real Estate Services

Funding Event Name: _____

Encumbrance Request Name: _____

Program Manager Approval: _____
Signature and Date

c: _____ Region
Form Revised 07/03

TRANSMITTAL LETTER

District 2
Ohio Department of Transportation
317 East Poe Road
Bowling Green, Ohio 43402

419-353-8131
419-373-4446 Fax

DATE: May 11, 200

TO: Ohio Department of Transportation
 Northwest Regional Office
 249 Stanford Parkway
 Findlay, Ohio 45840
 Attn: David Seasley, Regional Projects
 Manager

Railroad Descriptions
 RE: **SIGNED, STAMPED DESCRIPTIONS**
 PROJ.: LUC 25 - 7.92/8.29/8.37
 PID: 23593
 SJN: 42494(0)

WE TRANSMIT:

attached

in accordance with your request

FOR YOUR:

review & comment

for distribution

information

file

THE FOLLOWING:

drawings

specifications

prints

copy of letter

field notes

literature

descriptions

COPIES	SHEET #S	REV. NO.	DESCRIPTION
original			original signed and stamped descriptions on parcels 1-SH and 1-T.
			4 sets of final r/w plans were sent under transmittal dated 5-9-05.
			The descriptions are on the p:\ drive.
			Copies of plans went to C.O. under transmittal dated 5-9-95.

COPIES TO:

File

FROM: Amy Maynard, Realty Specialist

Amy Maynard

If enclosures are not as noted, please inform us immediately.

SIGNED

EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 1 of 2
23593
1SH
LUC-25-7.92
April 25, 2005

**PARCEL 1SH
LUC-25-7.92
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95;

Thence South 38 degrees 59 minutes 46 seconds West a distance of 33.39 feet along said easterly right of way line of State Route 25 to a point 25.95 feet right of New York Central Railroad station 7479+77.94 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 59 degrees 59 minutes 07 seconds East a distance of 39.97 feet to a point 45.94 feet right of Railroad station 7480+12.55;

Thence South 30 degrees 00 minutes 53 seconds West a distance of 17.25 feet to a point 60.88 feet right of station 7480+03.92;

Thence North 59 degrees 59 minutes 07 seconds West a distance of 42.69 feet to a point on the easterly right of way line of said State Route 25 being 39.53 feet right of Railroad station 7479+66.95;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 17.46 feet along said easterly right of way line to the POINT OF BEGINNING containing 713 square feet (0.016 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

EXHIBIT A

RX 251
Rev. 04/03

PID	20309
PARCEL	10WDV
CTY-RTE-SEC	HEN-108-15.55
Version Date	5/9/5

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

This description is based on a survey made under the direction and supervision of James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

Bearings used in this description are based on an assumed meridian and are for angular relationships only.

James A. Broadway May 9, 05

James A. Broadway
Registered Professional Surveyor
State of Ohio No. 6909



EXHIBIT A

RX 286
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

23593
1T
LUC-25-7.92
April 25, 2005

**PARCEL 1T
LUC-25-7.92
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A BRIDGE AND ABUTMENT
FOR APPROXIMATELY 12 MONTHS FROM THE DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 49.03 feet continuing along said centerline of the New York Central Railroad to a point being centerline railroad station 7480+47.98;

Thence South 00 degrees 00 minutes 08 seconds West a distance of 72.50 feet to a point on the southerly right of way line of said New York Central Railroad being 72.50 feet right of station 7480+47.98;

Thence South 88 degrees 28 minutes 23 seconds West a distance of 130.31 feet along said southerly right of way line to a point on the easterly right of way line of said State Route 25 being 75.98 feet right of railroad station 7479+17.72 and 71.38 feet right of State Route 25 centerline of right of way station 418+23.69;

Thence North 53 degrees 49 minutes 56 seconds East a distance of 59.88 feet along said easterly right of way line to an angle point in said line being 40.64 feet right of railroad station 7479+66.05 and 80.00 feet right of State Route 25 centerline of right of way station 418+82.94;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 52.29 feet continuing along said easterly right of way line to the POINT OF BEGINNING containing 6184 square feet (0.142 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

EXHIBIT A

RX 286
Rev. 04/03

PID	23593
PARCEL	1T
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

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James A. Broadway May 9, 05

James A. Broadway
Registered Professional Surveyor
State of Ohio No. 6909



From: <Amy.Maynard@dot.state.oh.us>
To: <jdb@msi-mec.com>
Date: 5/9/05 7:42AM
Subject: LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

Hello Jon!

This project has been reviewed and a approval letter is on its way to Mannik.

Please send the final descriptions on the above noted project electronically. I know you e-mailed them to me in March '05 but since then parcel 1-T has had a correction.

Also, please send the original signed and stamped descriptions in hard copy. Thank you! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

CC: <Craig.Loehrke@dot.state.oh.us>

TRANSMITTAL LETTER

District 2
Ohio Department of Transportation
317 East Poe Road
Bowling Green, Ohio 43402

419-353-8131
419-373-4446 Fax

DATE: May 11, 2005

TO: Office of Real Estate
 Acquisition & Appraisal Unit
 1980 W. Broad Street 4th Floor
 Columbus, Ohio
 Attn: Janice Holmes, Realty Specialist

RAILROAD DESCRIPTIONS
 RE: **SIGNED AND STAMPED**
 PROJ: LUC 25 - 7.92/8.29/8.37 **DESCRIPTIONS**
 PID#: 23593
 SJN: 42494(0)

WE TRANSMIT:

attached

in accordance with your request _____

FOR YOUR:

review & comment

for distribution

information

file

THE FOLLOWING:

drawings

specifications

prints

copy of letter

field notes

literature

descriptions

COPIES	SHEET #S	REV. NO.	DESCRIPTION
2			of the descriptions for Parcel Nos. 1-SH and 1-T for
			the above noted project and PID#. They are signed and stamped.

REMARKS _____

COPIES TO:

R. Marinucci
 File

FROM: Amy Maynard, Realty Specialist

Amy Maynard

If enclosures are not as noted, please inform us immediately.

SIGNED

EXHIBIT A

Page 1 of 2

RX 270
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

23593
1SH
LUC-25-7.92
April 25, 2005

**PARCEL 1SH
LUC-25-7.92**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

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Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95;

Thence South 38 degrees 59 minutes 46 seconds West a distance of 33.39 feet along said easterly right of way line of State Route 25 to a point 25.95 feet right of New York Central Railroad station 7479+77.94 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 59 degrees 59 minutes 07 seconds East a distance of 39.97 feet to a point 45.94 feet right of Railroad station 7480+12.55;

Thence South 30 degrees 00 minutes 53 seconds West a distance of 17.25 feet to a point 60.88 feet right of station 7480+03.92;

Thence North 59 degrees 59 minutes 07 seconds West a distance of 42.69 feet to a point on the easterly right of way line of said State Route 25 being 39.53 feet right of Railroad station 7479+66.95;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 17.46 feet along said easterly right of way line to the POINT OF BEGINNING containing 713 square feet (0.016 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

EXHIBIT A

RX 251
Rev. 04/03

PID	20309
PARCEL	10WDV
CTY-RTE-SEC	HEN-108-15.55
Version Date	5/9/5

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James A. Broadway
Registered Professional Surveyor
State of Ohio No. 6909



EXHIBIT A

Page 1 of 2

RX 286
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

23593
1T
LUC-25-7.92
April 25, 2005

**PARCEL 1T
LUC-25-7.92
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A BRIDGE AND ABUTMENT
FOR APPROXIMATELY 12 MONTHS FROM THE DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

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EXHIBIT A

RX 286
Rev. 04/03

PID	23593
PARCEL	1T
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

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James A. Broadway May 9, 05

James A. Broadway
Registered Professional Surveyor
State of Ohio No. 6909





1800 Indian Wood Circle
Maumee, OH 43537-4086
(419) 891-2222
Fax: (419) 891-1595
www.manniksmithgroup.com

LETTER OF TRANSMITTAL

DATE: May 9, 2005
PROJECT NO.: OHDL2B
RE: LUC 25-7.92/8.29/8.37

TO: Amy Maynard
Office of Real Estate - Dist. 2 - BG
317 East Poe Road
Bowling Green, Ohio 43402-1130

RECEIVED
OHIO DEPT. OF TRANSP.
DISTRICT 2
MAY 10 2005
PRODUCTION
DEPARTMENT

ENCLOSED ARE THE FOLLOWING:

NO. OF COPIES	DESCRIPTION
1	Signed and Sealed Descriptions 23593 1SH & 23593 1T

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested

*Copy of construction agreement
for RR from M. Diegel.*

REMARKS:

COPY TO: JPM
JAB

PRINTED Jon D Bruner PS

This transmittal is subject to the following conditions to which you agree by accepting these terms on a reply to this message or using the information in any manner, including but not limited to, copying or using the information for reference.

- Any work product of The Mannik & Smith Group, Inc. may not be altered in manner, form or content without our prior express written consent.
- If you discover any errors and/or omissions in the attached information, you will promptly notify us so that we can make any necessary revisions.
- For any electronic file(s) attached hereto, The Mannik & Smith Group, Inc. is not responsible for any errors caused by the transmission of said files, your software, or your computer systems.

EXHIBIT A

Page 1 of 2

RX 270
Rev. 04/03

PID	23593
PARCEL	1SH
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

**PARCEL 1SH
LUC-25-7.92**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

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Thence South 30 degrees 00 minutes 53 seconds West a distance of 17.25 feet to a point 60.88 feet right of station 7480+03.92;

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EXHIBIT A

RX 251
Rev. 04/03

PID	20309
PARCEL	10WDV
CTY-RTE-SEC	HEN-108-15.55
Version Date	5/9/5

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Bearings used in this description are based on an assumed meridian and are for angular relationships only.

James A. Broadway May 9, 05

James A. Broadway
Registered Professional Surveyor
State of Ohio No. 6909



EXHIBIT A

RX 286
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

23593
1T
LUC-25-7.92
April 25, 2005

**PARCEL 1T
LUC-25-7.92**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A BRIDGE AND ABUTMENT
FOR APPROXIMATELY 12 MONTHS FROM THE DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 49.03 feet continuing along said centerline of the New York Central Railroad to a point being centerline railroad station 7480+47.98;

Thence South 00 degrees 00 minutes 08 seconds West a distance of 72.50 feet to a point on the southerly right of way line of said New York Central Railroad being 72.50 feet right of station 7480+47.98;

Thence South 88 degrees 28 minutes 23 seconds West a distance of 130.31 feet along said southerly right of way line to a point on the easterly right of way line of said State Route 25 being 75.98 feet right of railroad station 7479+17.72 and 71.38 feet right of State Route 25 centerline of right of way station 418+23.69;

Thence North 53 degrees 49 minutes 56 seconds East a distance of 59.88 feet along said easterly right of way line to an angle point in said line being 40.64 feet right of railroad station 7479+66.05 and 80.00 feet right of State Route 25 centerline of right of way station 418+82.94;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 52.29 feet continuing along said easterly right of way line to the POINT OF BEGINNING containing 6184 square feet (0.142 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

EXHIBIT A


RX 286
Rev. 04/03

PID	23593
PARCEL	1T
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

This description is based on a survey made under the direction and supervision of James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

Bearings used in this description are based on an assumed meridian and are for angular relationships only.


James A. Broadway
Registered Professional Surveyor
State of Ohio No. 6909



From: <Amy.Maynard@dot.state.oh.us>
To: <jdb@msi-mec.com>
Date: 5/9/05 7:42AM
Subject: LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

Hello Jon!

This project has been reviewed and a approval letter is on its way to Mannik.

Please send the final descriptions on the above noted project electronically. I know you e-mailed them to me in March '05 but since then parcel 1-T has had a correction.

Also, please send the original signed and stamped descriptions in hard copy. Thank you! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

CC: <Craig.Loehrke@dot.state.oh.us>

TRANSMITTAL LETTER

District 2
Ohio Department of Transportation
317 East Poe Road
Bowling Green, Ohio 43402

419-353-8131
419-373-4446 Fax

DATE: May 9, 2005

TO: Office of Real Estate
 Acquisition & Appraisal Unit
 1980 W. Broad Street 4th Floor
 Columbus, Ohio
 Attn: Janice Holmes, Realty Specialist

RE:
 PROJ: LUC 25 - 7.92/8.29/8.37
 PID#: 23593
 SJN: 42494(0)

WE TRANSMIT:

attached

in accordance with your request _____

FOR YOUR:

review & comment

for distribution

information

file

THE FOLLOWING:

drawings

specifications

prints

copy of letter

field notes

literature

descriptions

COPIES	SHEET #'S	REV. NO.	DESCRIPTION
4 full/3 1/4			copies of sheet 1 of 1 on the above noted project and PID# for your use.
sizes			Also, hard copies of descriptions. Environmental is clear.

REMARKS _____

COPIES TO:

R. Marinucci
 Region - Seasly
 File

FROM: Amy Maynard, Realty Specialist

Amy Maynard

SIGNED

If enclosures are not as noted, please inform us immediately.

EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 1 of 2
23593
1SH
LUC-25-7.92
April 25, 2005

**PARCEL 1SH
LUC-25-7.92
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95;

Thence South 38 degrees 59 minutes 46 seconds West a distance of 33.39 feet along said easterly right of way line of State Route 25 to a point 25.95 feet right of New York Central Railroad station 7479+77.94 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 59 degrees 59 minutes 07 seconds East a distance of 39.97 feet to a point 45.94 feet right of Railroad station 7480+12.55;

Thence South 30 degrees 00 minutes 53 seconds West a distance of 17.25 feet to a point 60.88 feet right of station 7480+03.92;

Thence North 59 degrees 59 minutes 07 seconds West a distance of 42.69 feet to a point on the easterly right of way line of said State Route 25 being 39.53 feet right of Railroad station 7479+66.95;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 17.46 feet along said easterly right of way line to the POINT OF BEGINNING containing 713 square feet (0.016 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 2 of 2
23593
1SH
LUC-25-7.92
April 25, 2005

This description is based on a survey made under the direction and supervision of James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

Bearings used in this description are based on an assumed meridian and are for angular relationships only.

EXHIBIT A

Page 1 of 2

RX 286
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

23593
1T
LUC-25-7.92
April 25, 2005

**PARCEL 1T
LUC-25-7.92**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
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This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

EXHIBIT A

RX 286
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 2 of 2
23593
1T
LUC-25-7.92
April 25, 2005

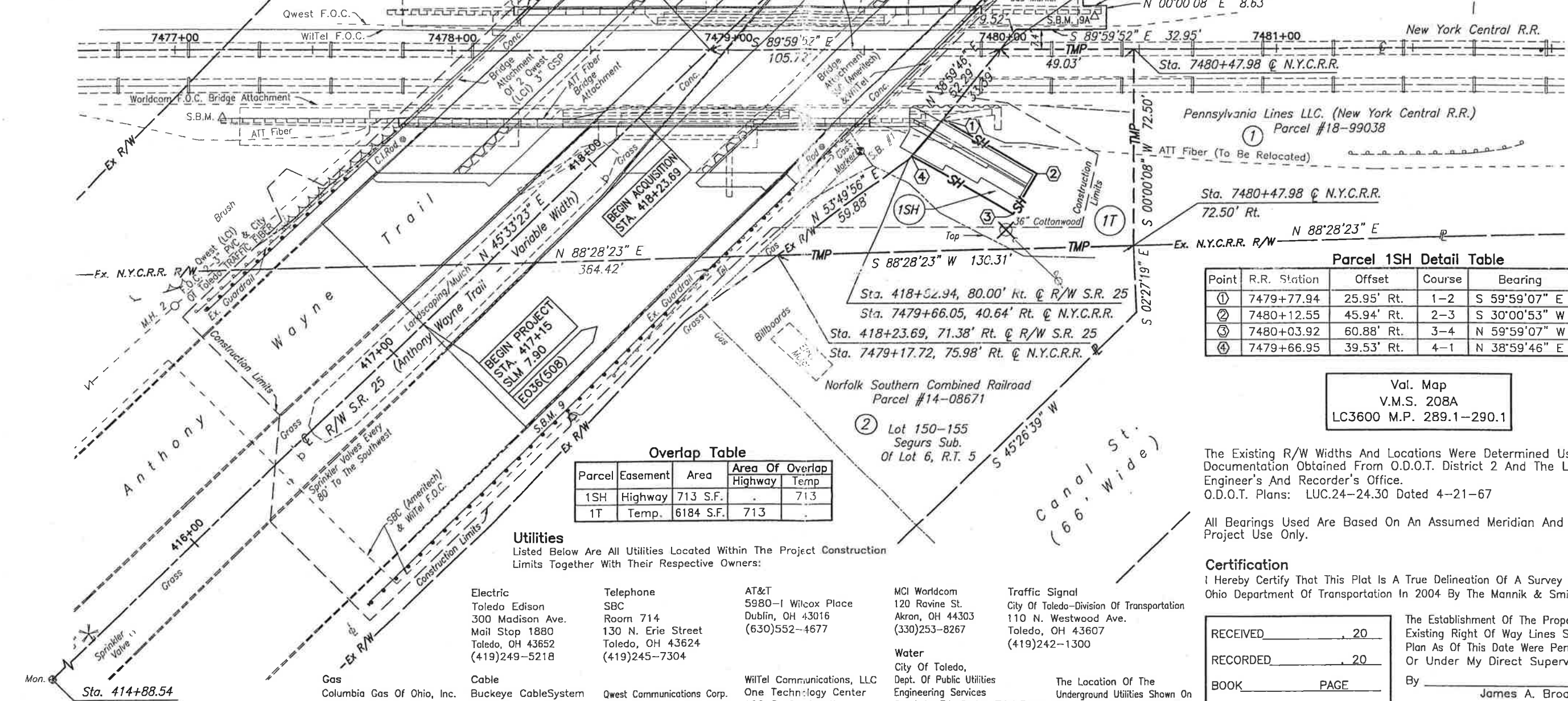
This description is based on a survey made under the direction and supervision of James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

Bearings used in this description are based on an assumed meridian and are for angular relationships only.

PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

- Conventional Signs**
- County Line
 - Township Line
 - Section Line
 - Corporation Line
 - Fence Exist. —X—X Prop. —X—X
 - Center Line —+890—+891
 - Trees, Stumps, (To Be Removed)
 - Utility Poles: Telephone φ, Power φ, Light φ
 - Standard Highway Easement SH
 - Temp. Right Of Way TMP
 - Right Of Way (Only) R/W
 - Limited Access & Right Of Way LA & RW
 - Existing Right Of Way Ex. R/W
 - Property Line (In Existing Fence) —x—x
 - Railroad Railroad
 - Guardrail (Exist) (Prop.)
 - Monument Found



Property Map

REC'D MAY 03 2005

END ACQUISITION STA. 419+69.89
SUSPEND PROJECT STA. 419+85 SLM 7.95

BEGIN ACQUISITION STA. 418+23.69
BEGIN PROJECT STA. 417+15 SLM 7.90

Scale in Feet

Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+77.94	25.95' Rt.	1-2	S 59°59'07" E	39.97'
②	7480+12.55	45.94' Rt.	2-3	S 30°00'53" W	17.25'
③	7480+03.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
④	7479+66.95	39.53' Rt.	4-1	N 38°59'46" E	17.46'

Overlap Table

Parcel	Easement	Area	Area Of Overlap
1SH	Highway	713 S.F.	713
1T	Temp.	6184 S.F.	713

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- Electric**
Toledo Edison
300 Madison Ave.
Mail Stop 1880
Toledo, OH 43652
(419)249-5218
- Telephone**
SBC
Room 714
130 N. Erie Street
Toledo, OH 43624
(419)245-7304
- AT&T**
5980-I Wilcox Place
Dublin, OH 43016
(630)552-4677
- MCI Worldcom**
120 Ravine St.
Akron, OH 44303
(330)253-8267
- Traffic Signal**
City Of Toledo—Division Of Transportation
110 N. Westwood Ave.
Toledo, OH 43607
(419)242-1300
- Water**
City Of Toledo,
Dept. Of Public Utilities
Engineering Services
One Lake Erie Center, Third Floor
Toledo, OH 43604
(419)936-3737
- Gas**
Columbia Gas Of Ohio, Inc.
333 South Erie St.
Toledo, OH 43602
(419)252-8110
- Cable**
Buckeye CableSystem
4818 Angola Rd.
Toledo, OH 43615
(419)724-9820
- Qwest Communications Corp.**
1860 Lincoln St. 2nd Floor
Denver, CO 80295
(303)837-3926
- WilTel Communications, LLC**
One Technology Center
100 S. Cincinnati
Tulsa, OK 74103
(918)547-3919
- The Location Of The Underground Utilities Shown On The Plans Are As Obtained From The Owners As Required By Section 153.64 O.R.C.**

Val. Map
V.M.S. 208A
LC3600 M.P. 289.1-290.1

The Existing R/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's And Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-67

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification
I Herby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

RECEIVED _____ 20
RECORDED _____ 20
BOOK _____ PAGE _____
COUNTY RECORDER

The Establishment Of The Property Lines And Existing Right Of Way Lines Shown On This Plan As Of This Date Were Performed By Me Or Under My Direct Supervision.
By _____
James A. Broadway
Surveyor No. 6909 Date _____

REV. BY	DATE	DESCRIPTION

UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	—	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	—	—	Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

R/W DESIGNER: JDB
 R/W REVIEWER: JLW
 RAILROAD PLAT
 LUC-25-0729
 SR-25 (ANTHONY WAYNE TRAIL) OF F NORFOLK SOUTHERN RAILROAD
 PID NO. 23593
 LUC-25-(7.92)(8.29)(8.37)
 OHDL2B

TRANSMITTAL LETTER

District 2
Ohio Department of Transportation
317 East Poe Road
Bowling Green, Ohio 43402

419-353-8131
419-373-4446 Fax

DATE: May 9, 2005

TO: Ohio Department of Transportation
 Northwest Regional Office
 249 Stanford Parkway
 Findlay, Ohio 45840
 Attn: David Seasily, Regional Projects
 Manager

RE: **FINAL R/W PLANS**
 PROJ.: LUC 25 - 7.92/8.29/8.37
 PID: 23593
 SJN: 42494(0)

WE TRANSMIT:

- attached
- in accordance with your request _____

FOR YOUR:

- review & comment
- file
- for distribution
- information

THE FOLLOWING:

- drawings
- copy of letter
- descriptions
- specifications
- field notes
- prints
- literature

COPIES	SHEET #'S	REV. NO.	DESCRIPTION
4 - 1/4			copies of final R/W plan which is a railroad plat on the above noted project and
			PID#.
			The descriptions were added to the p:\ drive for your use.
			We will send Janice H. the copies she needs in Railroads.

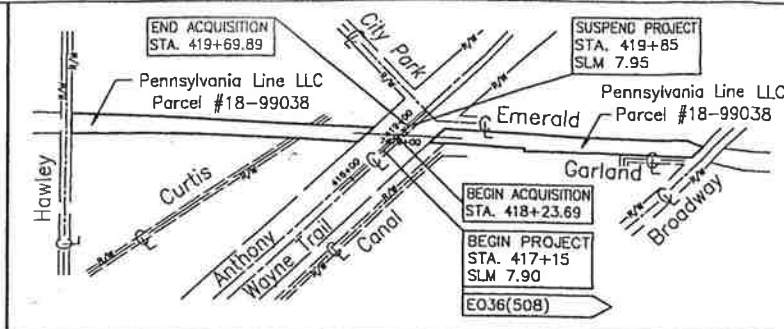
REMARKS: _____

<p>COPIES TO: <input checked="" type="checkbox"/> File <input type="checkbox"/></p>	<p>FROM: Amy Maynard, Realty Specialist</p> <p style="text-align: center;"><i>Amy Maynard</i></p>
<p>If enclosures are not as noted, please inform us immediately.</p>	<p>SIGNED</p>

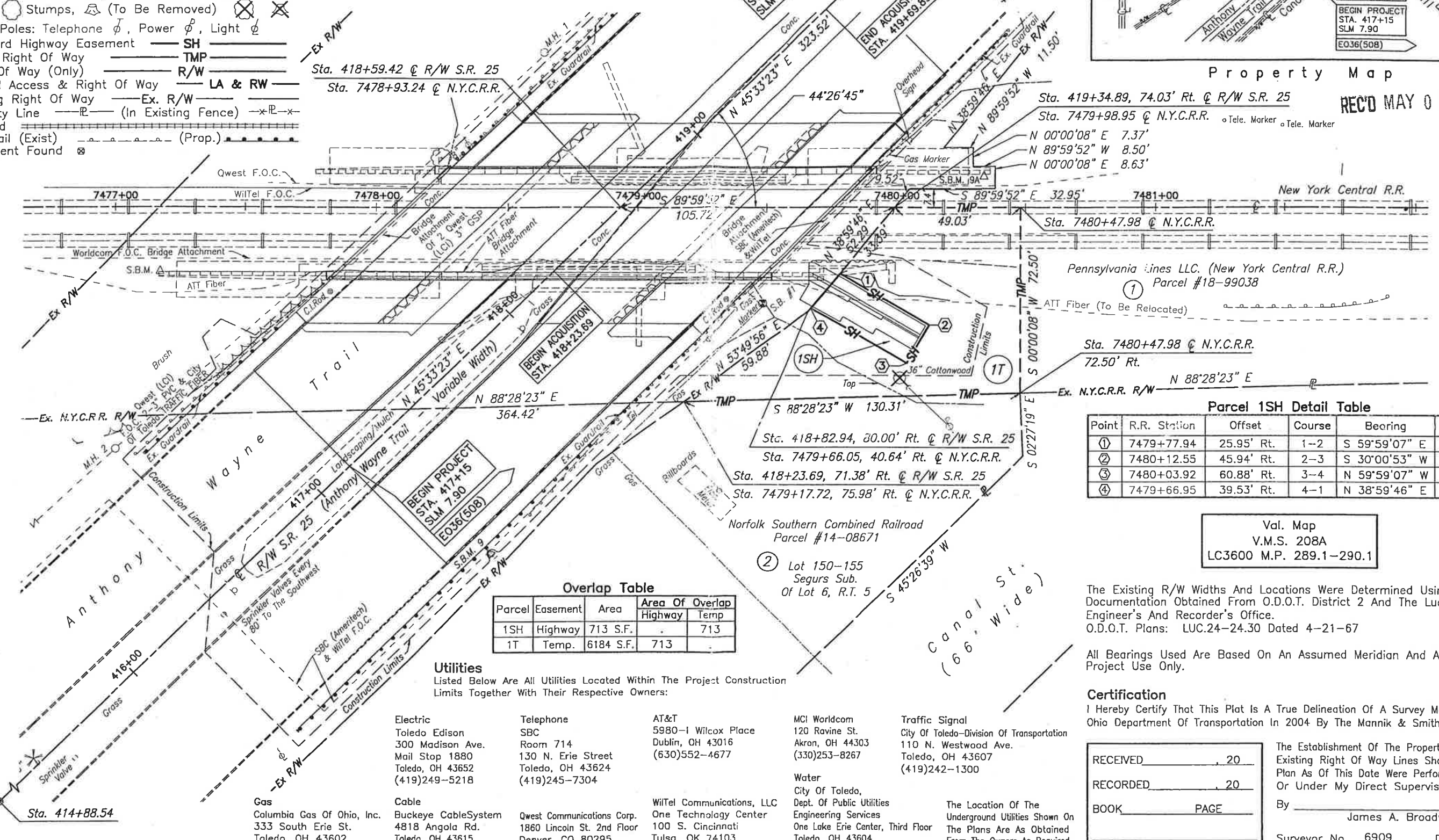
PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

- Conventional Signs**
- County Line _____
 - Township Line _____
 - Section Line _____
 - Corporation Line _____ Or _____
 - Fence Exist. X-X Prop. X-X
 - Center Line _____ +890 _____ +891
 - Trees, Stumps, (To Be Removed) [Symbol] [Symbol]
 - Utility Poles: Telephone [Symbol], Power [Symbol], Light [Symbol]
 - Standard Highway Easement **SH**
 - Temp. Right Of Way **TMP**
 - Right Of Way (Only) **R/W**
 - Limited Access & Right Of Way **LA & RW**
 - Existing Right Of Way **Ex. R/W**
 - Property Line (In Existing Fence) -x-x-
 - Railroad _____
 - Guardrail (Exist) _____ (Prop.) _____
 - Monument Found [Symbol]



Property Map
REC'D MAY 03 2005



Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+77.94	25.95' Rt.	1-2	S 59°59'07" E	39.97'
②	7480+12.55	45.94' Rt.	2-3	S 30°00'53" W	17.25'
③	7480+03.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
④	7479+66.95	39.53' Rt.	4-1	N 38°59'46" E	17.46'

Overlap Table

Parcel	Easement	Area	Area Of Overlap
1SH	Highway	713 S.F.	713
1T	Temp.	6184 S.F.	713

- Utilities**
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:
- | | | | | | |
|--|---|--|---|---|--|
| <p>Electric
Toledo Edison
300 Madison Ave.
Mail Stop 1880
Toledo, OH 43652
(419)249-5218</p> <p>Gas
Columbia Gas Of Ohio, Inc.
333 South Erie St.
Toledo, OH 43602
(419)252-8110</p> | <p>Telephone
SBC
Room 714
130 N. Erie Street
Toledo, OH 43624
(419)245-7304</p> <p>Cable
Buckeye CableSystem
4818 Angola Rd.
Toledo, OH 43615
(419)724-9820</p> | <p>AT&T
5980-I Wilcox Place
Dublin, OH 43016
(630)552-4677</p> <p>Qwest Communications Corp.
1860 Lincoln St. 2nd Floor
Denver, CO 80295
(303)837-3926</p> | <p>MCI Worldcom
120 Ravine St.
Akron, OH 44303
(330)253-8267</p> <p>Water
City Of Toledo,
Dept. Of Public Utilities
Engineering Services
One Lake Erie Center, Third Floor
Toledo, OH 43604
(419)936-3737</p> | <p>Traffic Signal
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, OH 43607
(419)242-1300</p> <p>WilTel Communications, LLC
One Technology Center
100 S. Cincinnati
Tulsa, OK 74103
(918)547-9919</p> | <p>The Location Of The
Underground Utilities Shown On
The Plans Are As Obtained
From The Owners As Required
By Section 153.64 O.R.C.</p> |
|--|---|--|---|---|--|

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-	-	Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

Certification
I Herby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

The Establishment Of The Property Lines And Existing Right Of Way Lines Shown On This Plan As Of This Date Were Performed By Me Or Under My Direct Supervision.

By _____
James A. Broadway
Surveyor No. 6909 Date _____

REV. BY	DATE	DESCRIPTION

UNDERGROUND UTILITIES

TWO WORKING DAYS
BEFORE YOU DIG

CALL 1-800-362-2764 (TOLL FREE)

OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

RAILROAD PLAT
 LUC-25-0729
 SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD
 PID NO. 23593
 R/W DESIGNER JDB
 R/W REVIEWER JLW
 SCALE IN FEET
 1
 1
 OHDL2B



OHIO DEPARTMENT OF TRANSPORTATION

District 2, 317 East Poe Road, Bowling Green, Ohio 43402

May 9, 2005

Keith G. Earley, P.E., P.S.
Lucas County Engineers' Office
One Government Center Suite 870
Toledo, Ohio 43604-2259

Attn: Mike Sadowski, Tax Map Dept.

RE: LUC 25 - 7.92/8.29/8.37
PID# 23593

Dear Mike:

Enclosed is one set of a R/W plan sheet for your files pertaining to the above noted project.

If there are any questions or comments, please do not hesitate to contact this office at 419-373-4498.

Respectfully,

Amy J. Maynard
Realty Specialist

DTD//AJM//ajm

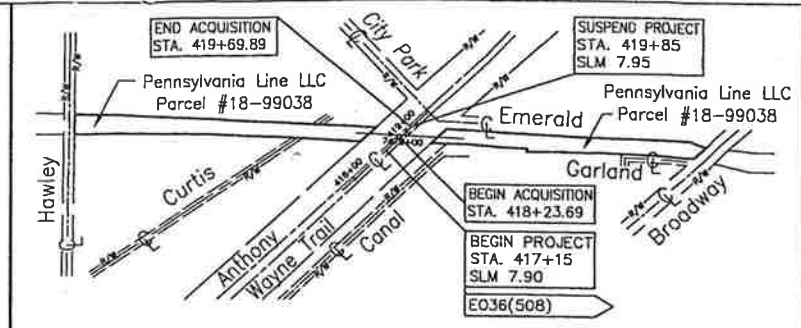
enclosure

c: A. Behrman
Reading File
File

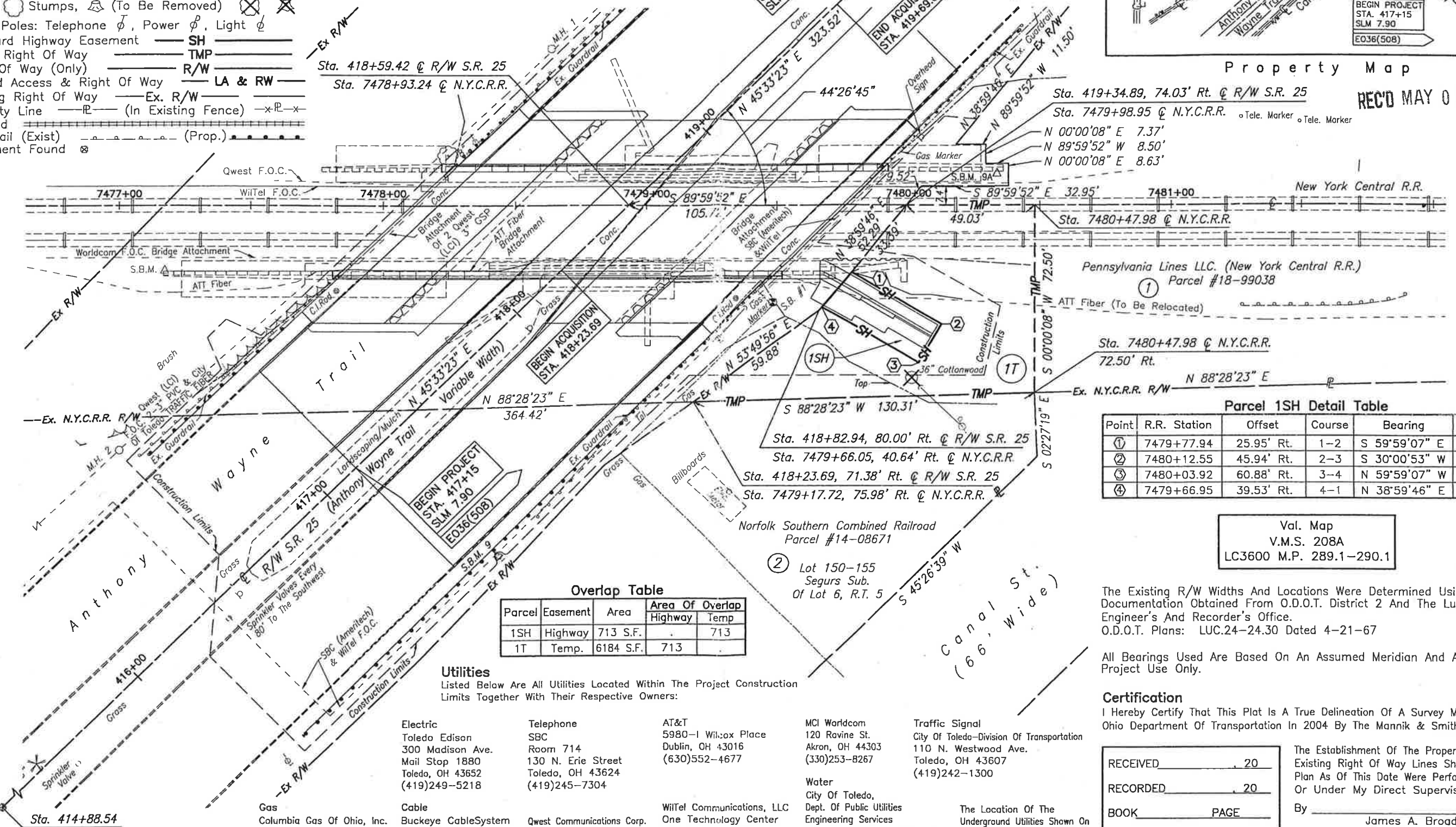
PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

- Conventional Signs**
- County Line _____
 - Township Line _____
 - Section Line _____
 - Corporation Line _____ Or _____
 - Fence Exist. X X Prop. X X
 - Center Line _____ +890 _____ +891
 - Trees, Stumps, (To Be Removed) ⊗ ⊗
 - Utility Poles: Telephone ⓪, Power ⓪, Light ⓪
 - Standard Highway Easement SH _____
 - Temp. Right Of Way TMP _____
 - Right Of Way (Only) R/W _____
 - Limited Access & Right Of Way LA & RW _____
 - Existing Right Of Way Ex. R/W _____
 - Property Line (In Existing Fence) -x-x-
 - Railroad _____
 - Guardrail (Exist) _____ (Prop.) _____
 - Monument Found ⊗



Property Map
REC'D MAY 03 2005



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- Telephone**
SBC
Room 714
130 N. Erie Street
Toledo, OH 43624
(419)245-7304
- AT&T**
5980-1 Wilcox Place
Dublin, OH 43016
(630)552-4677
- MCI Worldcom**
120 Ravine St.
Akron, OH 44303
(330)253-8267
- Traffic Signal**
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, OH 43607
(419)242-1300
- Water**
City Of Toledo,
Dept. Of Public Utilities
Engineering Services
One Lake Erie Center, Third Floor
Toledo, OH 43604
(419)936-3737
- Gas**
Columbia Gas Of Ohio, Inc.
333 South Erie St.
Toledo, OH 43602
(419)252-8110
- Cable**
Buckeye CableSystem
4818 Angola Rd.
Toledo, OH 43615
(419)724-9820
- Qwest Communications Corp.**
1860 Lincoln St. 2nd Floor
Denver, CO 80295
(303)837-3926
- WillTel Communications, LLC**
One Technology Center
100 S. Cincinnati
Tulsa, OK 74103
(918)547-9919
- The Location Of The Underground Utilities Shown On The Plans Are As Obtained From The Owners As Required By Section 153.64 O.R.C.**

Val. Map
V.M.S. 208A
LC3600 M.P. 289.1-290.1

The Existing R/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's And Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-67

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification
I Hereby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

RECEIVED _____ 20
RECORDED _____ 20
BOOK _____ PAGE _____
By _____
James A. Broadway
Surveyor No. 6909 Date _____
COUNTY RECORDER

UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-	-	Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

REV. BY	DATE	DESCRIPTION

S:\PROJECTS\OHIO UTILITIES\OHIO UTILITIES\CONTRACT S.R.P01
 CAD Date: 03/11/05
 Last CAD Revision: 03/11/05
 Description: PLOT

PID NO. 23593
 R/W DESIGNER JDB
 R/W REVIEWER JLW
RAILROAD PLAT
 LUC-25-0729
 LUC-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD
 SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD
 OHDL2B



Janice
Holmes/RealEstate/CEN/OD
OT

05/09/2005 11:05 AM

To Amy Maynard/RealEstate/D02/ODOT@ODOT

cc

bcc

Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

I will be needing 4 full size plans and 3 quarter size plans. Thanks,

Janice Holmes
Office of Real Estate
Property Management Section
(614) 644-8342
Fax((614) 466-0158
jholmes@dot.state.oh.us
Amy Maynard/RealEstate/D02/ODOT



Amy
Maynard/RealEstate/D02/O
DOT

05/09/2005 10:58 AM

To Janice Holmes/RealEstate/CEN/ODOT@ODOT

cc

Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

And how many copies for this railroad? It is Pennsylvania Lines LLC. Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

Janice Holmes/RealEstate/CEN/ODOT



Janice
Holmes/RealEstate/CEN/OD
OT

05/09/2005 10:55 AM

To Amy Maynard/RealEstate/D02/ODOT@ODOT

cc

Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

Amy:

Yes, you can send me what you have.

Janice Holmes
Office of Real Estate
Property Management Section
(614) 644-8342
Fax((614) 466-0158

jholmes@dot.state.oh.us
Amy Maynard/RealEstate/D02/ODOT



Amy
Maynard/RealEstate/D02/O
DOT

05/09/2005 10:47 AM

To Janice Holmes/RealEstate/CEN/ODOT@ODOT

cc

Subject LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

Hello Janice!

I have a project up here in Lucas County that is nothing but a railroad plat with 2 descriptions on it? I haven't talked to anyone upstairs yet so I don't know if there is a railroad agreement on it yet....so I guess I'm asking if you want the plan and descriptions? The award date is 7-1-06. Please let me know.
Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us



"Jon Bruner"
<jdb@msi-mec.com>
05/09/2005 08:27 AM

To <Amy.Maynard@dot.state.oh.us>
cc "James Broadway" <jab@msi-mec.com>, "James Moore"
<jpm@msi-mec.com>

bcc

Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

Amy,
Please find attached the descriptions as per your request.
Signed and sealed hard copy to follow.

Jon

Jon D Bruner PS
Right ofWay Designer,
Assistant Survey Manager
The Mannik & Smith Group
1800 Indianwood Circle
Maumee, Ohio 43537
(419) 891-2222 <>Fax 891-1595
E-Mail: jdb@msi-mec.com

>>> <Amy.Maynard@dot.state.oh.us> 05/09/05 07:43AM >>>
Hello Jon!

This project has been reviewed and a approval letter is on its way
to Mannik.

Please send the final descriptions on the above noted project
electronically. I know you e-mailed them to me in March '05 but since
then parcel 1-T has had a correction.

Also, please send the original signed and stamped descriptions in
hard copy. Thank you! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

***** CONFIDENTIALITY NOTICE *****

The information contained in this communication and its attachment(s)
is intended only for the use of the individual to whom it is
addressed and may contain information that is privileged,
confidential, or exempt from disclosure. If the reader of this
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any dissemination, distribution, or copying of this communication is
prohibited. If you have received this communication in error, please
notify postmaster@msi-mec.com and delete the communication without
retaining any copies. Thank you.

EXHIBIT A

RX 286
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 1 of 2
23593
1T
LUC-25-7.92
April 25, 2005

**PARCEL 1T
LUC-25-7.92**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A BRIDGE AND ABUTMENT
FOR APPROXIMATELY 12 MONTHS FROM THE DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 49.03 feet continuing along said centerline of the New York Central Railroad to a point being centerline railroad station 7480+47.98;

Thence South 00 degrees 00 minutes 08 seconds West a distance of 72.50 feet to a point on the southerly right of way line of said New York Central Railroad being 72.50 feet right of station 7480+47.98;

Thence South 88 degrees 28 minutes 23 seconds West a distance of 130.31 feet along said southerly right of way line to a point on the easterly right of way line of said State Route 25 being 75.98 feet right of railroad station 7479+17.72 and 71.38 feet right of State Route 25 centerline of right of way station 418+23.69;

Thence North 53 degrees 49 minutes 56 seconds East a distance of 59.88 feet along said easterly right of way line to an angle point in said line being 40.64 feet right of railroad station 7479+66.05 and 80.00 feet right of State Route 25 centerline of right of way station 418+82.94;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 52.29 feet continuing along said easterly right of way line to the POINT OF BEGINNING containing 6184 square feet (0.142 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

EXHIBIT A

RX 286
Rev. 04/03

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PARCEL
CTY-RTE-SEC
Version Date

Page 2 of 2
23593
1T
LUC-25-7.92
April 25, 2005

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EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

23593
1SH
LUC-25-7.92
April 25, 2005

**PARCEL 1SH
LUC-25-7.92
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

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Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95;

Thence South 38 degrees 59 minutes 46 seconds West a distance of 33.39 feet along said easterly right of way line of State Route 25 to a point 25.95 feet right of New York Central Railroad station 7479+77.94 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 59 degrees 59 minutes 07 seconds East a distance of 39.97 feet to a point 45.94 feet right of Railroad station 7480+12.55;

Thence South 30 degrees 00 minutes 53 seconds West a distance of 17.25 feet to a point 60.88 feet right of station 7480+03.92;

Thence North 59 degrees 59 minutes 07 seconds West a distance of 42.69 feet to a point on the easterly right of way line of said State Route 25 being 39.53 feet right of Railroad station 7479+66.95;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 17.46 feet along said easterly right of way line to the POINT OF BEGINNING containing 713 square feet (0.016 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

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23593
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23593_1T.wpd



23593_1SH.wpd

The Mannik & Smith Group Inc.

P10
23593

1800 Indian Wood Circle
Maumee, OH 43537-4086
(419) 891-2222
Fax: (419) 891-1595
www.manniksmithgroup.com

DAVE
DICKIE

LETTER OF TRANSMITTAL

DATE:	May 2, 2005
PROJECT NO.:	OHDL2
RE:	LUC-25-7.92/8.29/8.37
Right-of-Way Plan Sheet Compliance Submittal	

TO: Deb Baldwin
ODOT District 2
317 E. Poe Road
Bowling Green, OH 43402

RECEIVED
OHIO DEPT. OF TRANSP.
DISTRICT 2
MAY - 2 2005
PRODUCTION
DEPARTMENT

ENCLOSED ARE THE FOLLOWING:

NO. OF COPIES	DESCRIPTION
2	Railroad Plat
4	Legal Descriptions

THESE ARE TRANSMITTED as checked below:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> For approval | <input checked="" type="checkbox"/> For review and comment | <input type="checkbox"/> Returned for corrections |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Approved as noted | _____ |

REMARKS: Deb:

for the right-of-way plan for the above referenced project. Please forward

3W.

SIGNED

James P. Moore

PRINTED James P. Moore, P.E.

by accepting these terms on a reply to this message or using the information in any reference.

altered in manner, form or content without our prior express written consent. tion, you will promptly notify us so that we can make any necessary revisions. , Inc. is not responsible for any errors caused by the transmission of said files, your

5/3/05

Craig needs a final review.

F.Y.I.: final plan date submitted is: 5/10/05

* ~~052~~ All OK
Craig Leckie
5-6-05

EXHIBIT A

RX 270
Rev. 04/03

PID	23593
PARCEL	1SH
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

**PARCEL 1SH
LUC-25-7.92**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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Thence South 38 degrees 59 minutes 46 seconds West a distance of 33.39 feet along said easterly right of way line of State Route 25 to a point 25.95 feet right of New York Central Railroad station 7479+77.94 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 59 degrees 59 minutes 07 seconds East a distance of 39.97 feet to a point 45.94 feet right of Railroad station 7480+12.55;

Thence South 30 degrees 00 minutes 53 seconds West a distance of 17.25 feet to a point 60.88 feet right of station 7480+03.92;

Thence North 59 degrees 59 minutes 07 seconds West a distance of 42.69 feet to a point on the easterly right of way line of said State Route 25 being 39.53 feet right of Railroad station 7479+66.95;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 17.46 feet along said easterly right of way line to the POINT OF BEGINNING containing 713 square feet (0.016 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

EXHIBIT A

Page 2 of 2

RX 270
Rev. 04/03

PID	23593
PARCEL	1SH
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

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EXHIBIT A

Page 1 of 2

RX 286
Rev. 04/03

PID	23593
PARCEL	1T
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

**PARCEL 1T
LUC-25-7.92**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
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Thence South 89 degrees 59 minutes 52 seconds East a distance of 49.03 feet continuing along said centerline of the New York Central Railroad to a point being centerline railroad station 7480+47.98;

Thence South 00 degrees 00 minutes 08 seconds West a distance of 72.50 feet to a point on the southerly right of way line of said New York Central Railroad being 72.50 feet right of station 7480+47.98;

Thence South 88 degrees 28 minutes 23 seconds West a distance of 130.31 feet along said southerly right of way line to a point on the easterly right of way line of said State Route 25 being 75.98 feet right of railroad station 7479+17.72 and 71.38 feet right of State Route 25 centerline of right of way station 418+23.69;

Thence North 53 degrees 49 minutes 56 seconds East a distance of 59.88 feet along said easterly right of way line to an angle point in said line being 40.64 feet right of railroad station 7479+66.05 and 80.00 feet right of State Route 25 centerline of right of way station 418+82.94;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 52.29 feet continuing along said easterly right of way line to the POINT OF BEGINNING containing 6184 square feet (0.142 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

EXHIBIT A

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RX 286
Rev. 04/03

PID	23593
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Version Date	April 25, 2005

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P10
23593

1800 Indian Wood Circle
Maumee, OH 43537-4086
(419) 891-2222
Fax: (419) 891-1595
www.manniksmithgroup.com

DAVE
DICKIE

LETTER OF TRANSMITTAL

DATE:	May 2, 2005
PROJECT NO.:	OHDL2
RE:	LUC-25-7.92/8.29/8.37
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TO: Deb Baldwin
ODOT District 2
317 E. Poe Road
Bowling Green, OH 43402

RECEIVED
OHIO DEPT. OF TRANSP.
DISTRICT 2
MAY - 2 2005
PRODUCTION
DEPARTMENT

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NO. OF COPIES	DESCRIPTION
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4	Legal Descriptions

THESE ARE TRANSMITTED as checked below:

- For approval
- For review and comment
- Returned for corrections
- For your use
- Approved as submitted
- Other _____
- As requested
- Approved as noted

REMARKS:

Any please log in
& get CRAIG to review
ASAP -
AWARD 7/1/06
Please update Proj List of "y"

referenced project. Please forward

COPY TO:

[Signature]

P.E.

This transmittal is subject to the following conditions... message or using the information in any manner, including but not limited to, copying or using the information for reference.

- Any work product of The Mannik & Smith Group, Inc. may not be altered in manner, form or content without our prior express written consent.
- If you discover any errors and/or omissions in the attached information, you will promptly notify us so that we can make any necessary revisions.
- For any electronic file(s) attached hereto, The Mannik & Smith Group, Inc. is not responsible for any errors caused by the transmission of said files, your software, or your computer systems.

EXHIBIT A

RX 270
Rev. 04/03

PID	23593
PARCEL	1SH
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

**PARCEL 1SH
LUC-25-7.92
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

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Thence South 30 degrees 00 minutes 53 seconds West a distance of 17.25 feet to a point 60.88 feet right of station 7480+03.92;

Thence North 59 degrees 59 minutes 07 seconds West a distance of 42.69 feet to a point on the easterly right of way line of said State Route 25 being 39.53 feet right of Railroad station 7479+66.95;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 17.46 feet along said easterly right of way line to the POINT OF BEGINNING containing 713 square feet (0.016 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

EXHIBIT A

RX 270
Rev. 04/03

PID	23593
PARCEL	1SH
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

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Rev. 04/03

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Version Date

Page 1 of 2
23593
1T
LUC-25-7.92
April 25, 2005

**PARCEL 1T
LUC-25-7.92
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A BRIDGE AND ABUTMENT
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Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 49.03 feet continuing along said centerline of the New York Central Railroad to a point being centerline railroad station 7480+47.98;

Thence South 00 degrees 00 minutes 08 seconds West a distance of 72.50 feet to a point on the southerly right of way line of said New York Central Railroad being 72.50 feet right of station 7480+47.98;

Thence South 88 degrees 28 minutes 23 seconds West a distance of 130.31 feet along said southerly right of way line to a point on the easterly right of way line of said State Route 25 being 75.98 feet right of railroad station 7479+17.72 and 71.38 feet right of State Route 25 centerline of right of way station 418+23.69;

Thence North 53 degrees 49 minutes 56 seconds East a distance of 59.88 feet along said easterly right of way line to an angle point in said line being 40.64 feet right of railroad station 7479+66.05 and 80.00 feet right of State Route 25 centerline of right of way station 418+82.94;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 52.29 feet continuing along said easterly right of way line to the POINT OF BEGINNING containing 6184 square feet (0.142 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

EXHIBIT A

RX 286
Rev. 04/03

PID	23593
PARCEL	1T
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

This description is based on a survey made under the direction and supervision of James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

Bearings used in this description are based on an assumed meridian and are for angular relationships only.

EXHIBIT A

RX 270
Rev. 04/03

PID	23593
PARCEL	1SH
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

**PARCEL 1SH
LUC-25-7.92
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95;

Thence South 38 degrees 59 minutes 46 seconds West a distance of 33.39 feet along said easterly right of way line of State Route 25 to a point 25.95 feet right of New York Central Railroad station 7479+77.94 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 59 degrees 59 minutes 07 seconds East a distance of 39.97 feet to a point 45.94 feet right of Railroad station 7480+12.55;

Thence South 30 degrees 00 minutes 53 seconds West a distance of 17.25 feet to a point 60.88 feet right of station 7480+03.92;

Thence North 59 degrees 59 minutes 07 seconds West a distance of 42.69 feet to a point on the easterly right of way line of said State Route 25 being 39.53 feet right of Railroad station 7479+66.95;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 17.46 feet along said easterly right of way line to the POINT OF BEGINNING containing 713 square feet (0.016 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

EXHIBIT A

RX 270
Rev. 04/03

PID	23593
PARCEL	1SH
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

This description is based on a survey made under the direction and supervision of James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

Bearings used in this description are based on an assumed meridian and are for angular relationships only.

EXHIBIT A

RX 286
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

23593
1T
LUC-25-7.92
April 25, 2005

PARCEL 1T

LUC-25-7.92

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A BRIDGE AND ABUTMENT
FOR APPROXIMATELY 12 MONTHS FROM THE DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

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Thence South 00 degrees 00 minutes 08 seconds West a distance of 72.50 feet to a point on the southerly right of way line of said New York Central Railroad being 72.50 feet right of station 7480+47.98;

Thence South 88 degrees 28 minutes 23 seconds West a distance of 130.31 feet along said southerly right of way line to a point on the easterly right of way line of said State Route 25 being 75.98 feet right of railroad station 7479+17.72 and 71.38 feet right of State Route 25 centerline of right of way station 418+23.69;

Thence North 53 degrees 49 minutes 56 seconds East a distance of 59.88 feet along said easterly right of way line to an angle point in said line being 40.64 feet right of railroad station 7479+66.05 and 80.00 feet right of State Route 25 centerline of right of way station 418+82.94;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 52.29 feet continuing along said easterly right of way line to the POINT OF BEGINNING containing 6184 square feet (0.142 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

EXHIBIT A

RX 286
Rev. 04/03

PID	23593
PARCEL	1T
CTY-RTE-SEC	LUC-25-7.92
Version Date	April 25, 2005

Page 2 of 2

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

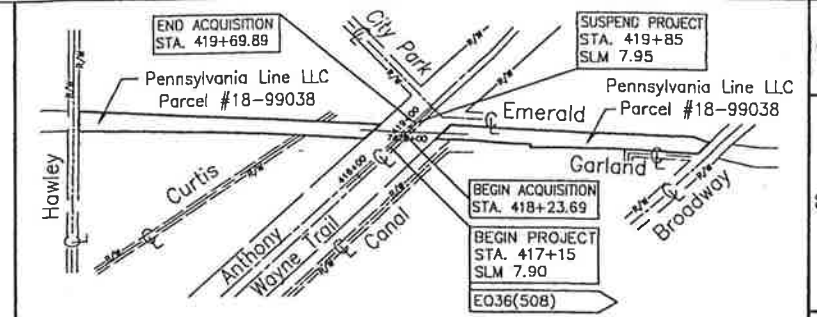
This description is based on a survey made under the direction and supervision of James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

Bearings used in this description are based on an assumed meridian and are for angular relationships only.

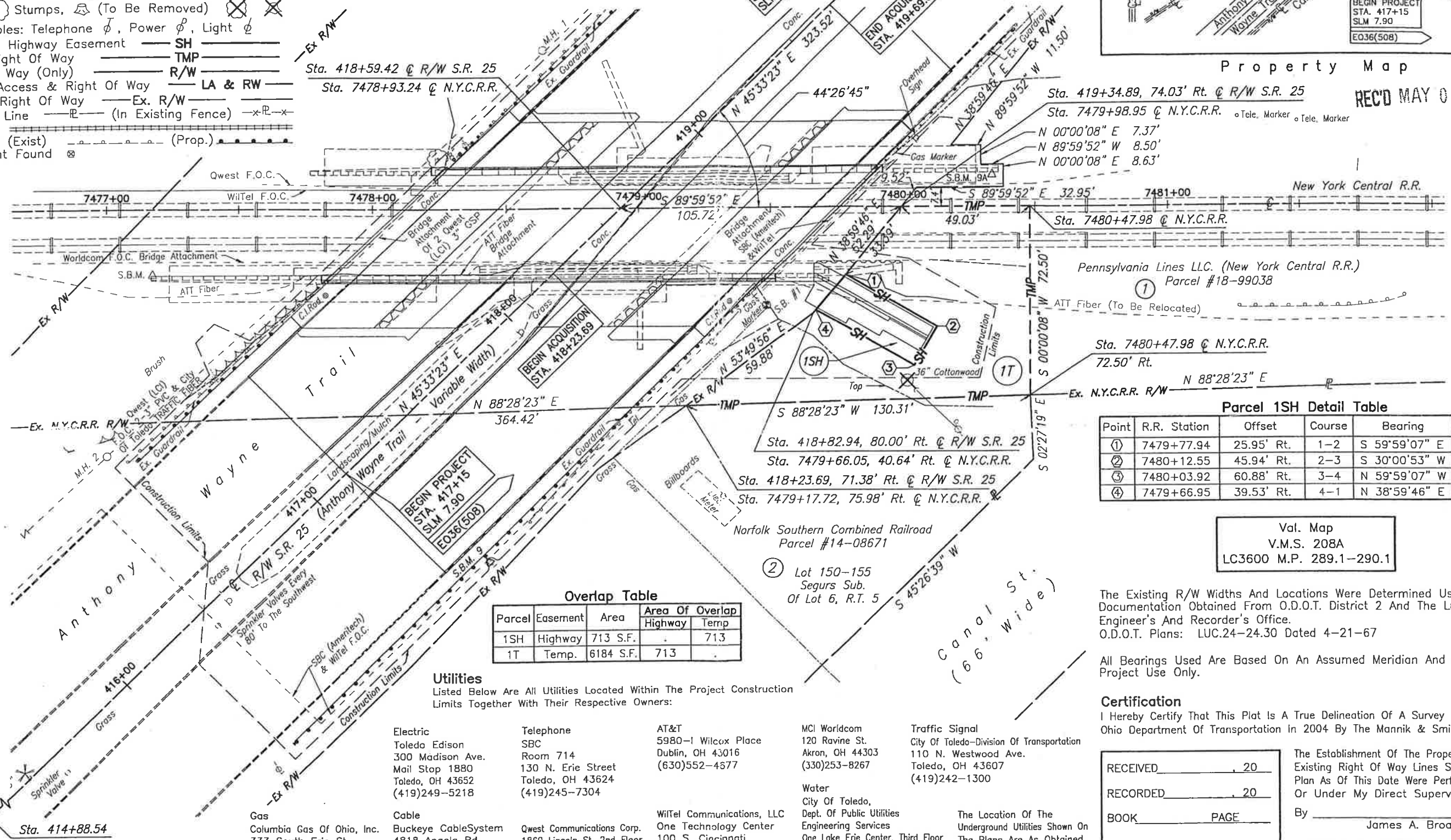
PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

- ### Conventional Signs
- County Line
 - Township Line
 - Section Line
 - Corporation Line
 - Fence Exist. —X—X— Prop. —X—X—
 - Center Line
 - Trees, Stumps, (To Be Removed)
 - Utility Poles: Telephone ϕ , Power ϕ , Light ϕ
 - Standard Highway Easement —SH—
 - Temp. Right Of Way —TMP—
 - Right Of Way (Only) —R/W—
 - Limited Access & Right Of Way —LA & RW—
 - Existing Right Of Way —Ex. R/W—
 - Property Line —P— (In Existing Fence) —P—
 - Railroad
 - Guardrail (Exist) —(Prop.)—
 - Monument Found



Property Map
REC'D MAY 03 2005



Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+77.94	25.95' Rt.	1-2	S 59°59'07" E	39.97'
②	7480+12.55	45.94' Rt.	2-3	S 30°00'53" W	17.25'
③	7480+03.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
④	7479+66.95	39.53' Rt.	4-1	N 38°59'46" E	17.46'

Overlap Table

Parcel	Easement	Area	Area Of Overlap
1SH	Highway	713 S.F.	713
1T	Temp.	6184 S.F.	713

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- | | | | | |
|---|--|--|---|--|
| Electric
Toledo Edison
300 Madison Ave.
Mail Stop 1880
Toledo, OH 43652
(419)249-5218 | Telephone
SBC
Room 714
130 N. Erie Street
Toledo, OH 43624
(419)245-7304 | AT&T
5980-1 Wilcox Place
Dublin, OH 43016
(630)552-4577 | MCI Worldcom
120 Ravine St.
Akron, OH 44303
(330)253-8267 | Traffic Signal
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, OH 43607
(419)242-1300 |
| Gas
Columbia Gas Of Ohio, Inc.
333 South Erie St.
Toledo, OH 43602
(419)252-8110 | Cable
Buckeye CableSystem
4818 Angola Rd.
Toledo, OH 43615
(419)724-9820 | Qwest Communications Corp.
1860 Lincoln St. 2nd Floor
Denver, CO 80295
(303)837-3926 | WilTel Communications, LLC
One Technology Center
100 S. Cincinnati
Tulsa, OK 74103
(918)547-9919 | The Location Of The Underground Utilities Shown On The Plans Are As Obtained From The Owners As Required By Section 153.64 O.R.C. |

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-	-	Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

Certification
I Herby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

RECEIVED _____ 20
RECORDED _____ 20
BOOK _____ PAGE _____
COUNTY RECORDER

The Establishment Of The Property Lines And Existing Right Of Way Lines Shown On This Plan As Of This Date Were Performed By Me Or Under My Direct Supervision.
By _____
James A. Broadway
Surveyor No. 6909 Date _____

REV. BY	DATE	DESCRIPTION

UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

SA PROJECTS/CIVIL/ENGINEERING/PLANNING/DESIGN/CONSTRUCTION/OPERATIONS
 CAD 0-1 2-4 3-6 4-8 5-10 6-12 7-14 8-16 9-18 10-20 11-22 12-24 13-26 14-28 15-30 16-32 17-34 18-36 19-38 20-40 21-42 22-44 23-46 24-48 25-50 26-52 27-54 28-56 29-58 30-60 31-62 32-64 33-66 34-68 35-70 36-72 37-74 38-76 39-78 40-80 41-82 42-84 43-86 44-88 45-90 46-92 47-94 48-96 49-98 50-100

OHDL2B
 R/W DESIGNER JWB
 JDB
 R/W REVIEWER J/LW
 PID NO. 23593
 RAILROAD PLAT LUC-25-0729
 SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD
 SCALE IN FEET
 1
 1



OHIO DEPARTMENT OF TRANSPORTATION

District 2, 317 East Poe Road, Bowling Green, Ohio 43402

May 9, 2005

James P. Moore, P.E.
The Mannik & Smith Group, Inc.
1800 Indian Wood Circle
Maumee, OH 43537-4086

RE: LUC 25 - 7.92/8.29/8.37
PID# 23593
SJN 42494(0)

Dear Mr. Moore:

Please be advised your Final Right-of-Way plan and descriptions have been approved as submitted on the above referenced project. You may send the mylars in at this time.

Nothing in these comments is to be construed as authorizing extra work for which additional compensation may be claimed by the consultant without prior approval.

These comments were generated by Craig Loehrke. If any questions or comments, do not hesitate to call him at 419-373-4436.

Respectfully,

A handwritten signature in cursive script that reads "Amy J. Maynard".

Amy J. Maynard
Realty Specialist

DTD//AJM//ajm

c: A. Behrman
Reading File
ELLIS - I. Bdeiri
File

TRANSMITTAL LETTER

**District 2
Ohio Department of Transportation
317 East Poe Road
Bowling Green, Ohio 43402**

**419-353-8131
419-373-4446 Fax**

DATE: May 9, 2005

TO: Ohio Department of Transportation
Planning/Programs
Attn: Mike Ligibel

RE: FINAL RAILROAD PLAT
PROJ: LUC 25 - 7.92/8.29/8.37
PID#: 23593
SJN: 42494(0)

WE TRANSMIT:

- attached
- in accordance with your request _____

FOR YOUR:

- review & comment
- file
- for distribution
- _____
- information

THE FOLLOWING:

- drawings
- copy of letter
- legal descriptions
- specifications
- field notes
- _____
- print
- literature

COPIES	SHEET #S	REV. NO.	DESCRIPTION
4 copies			of final R/W railroad plat on the above noted project and PID#.
			Mike,
			I am going to request a signed mylar in a letter today if you need a signed
			plat. This project was just reviewed and called final last Friday (5-6-05).

REMARKS _____

COPIES TO:

File

FROM: Amy Maynard, Realty Specialist

Amy Maynard

If enclosures are not as noted, please inform us immediately.

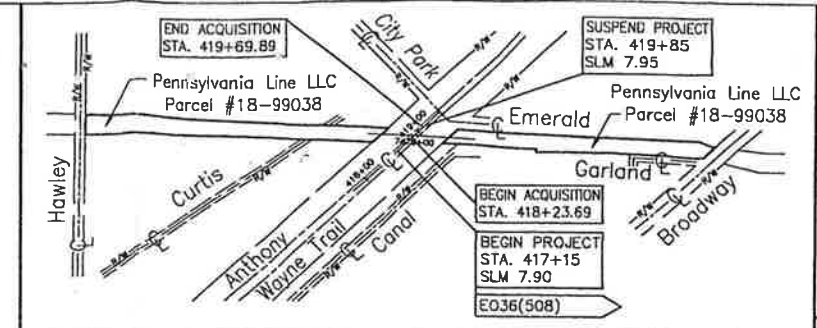
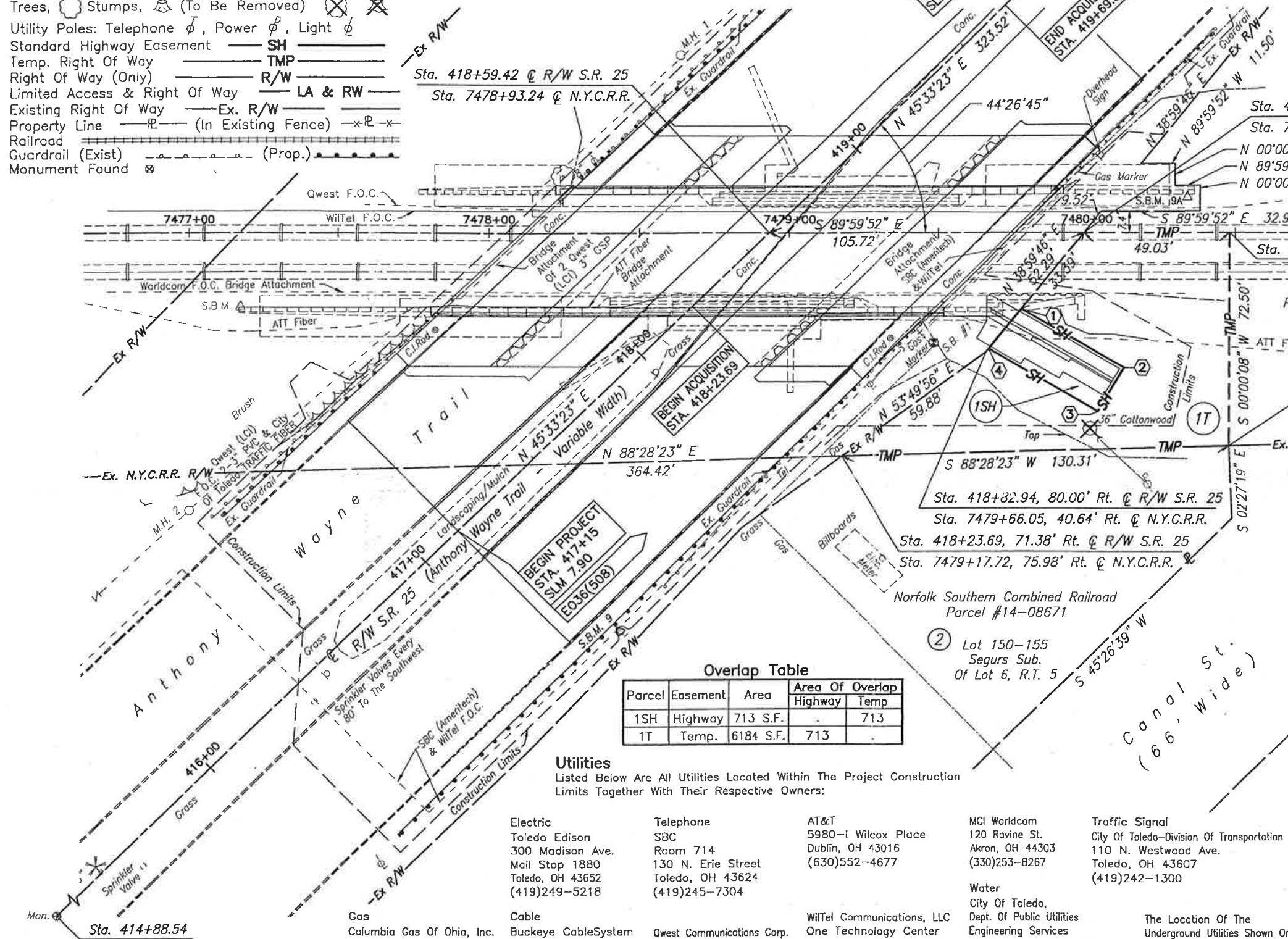
SIGNED

PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

Conventional Signs

County Line	-----
Township Line	-----
Section Line	-----
Corporation Line	----- Or -----
Fence Exist.	-X-X- Prop. -X-X-
Center Line	-----+890-----+891-----
Trees, Stumps, (To Be Removed)	⊗ ⊗ ⊗
Utility Poles: Telephone φ, Power φ, Light φ	φ φ φ
Standard Highway Easement	SH
Temp. Right Of Way	TMP
Right Of Way (Only)	R/W
Limited Access & Right Of Way	LA & RW
Existing Right Of Way	Ex. R/W
Property Line (In Existing Fence)	-x-x-
Railroad	-----
Guardrail (Exist)	----- (Prop.)
Monument Found	⊗



Property Map
REC'D MAY 03 2005

Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+77.94	25.95' Rt.	1-2	S 59°59'07" E	39.97'
②	7480+12.55	45.94' Rt.	2-3	S 30°00'53" W	17.25'
③	7480+03.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
④	7479+66.95	39.53' Rt.	4-1	N 38°59'46" E	17.46'

Val. Map
V.M.S. 208A
LC3600 M.P. 289.1-290.1

The Existing R/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's And Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-87

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification
I Hereby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

RECEIVED _____, 20____
RECORDED _____, 20____
BOOK _____ PAGE _____
COUNTY RECORDER

The Establishment Of The Property Lines And Existing Right Of Way Lines Shown On This Plan As Of This Date Were Performed By Me Or Under My Direct Supervision.
By _____
James A. Broadway
Surveyor No. 6909 Date _____

Overlap Table

Parcel	Easement	Area	Area Of Overlap
1SH	Highway	713 S.F.	713
1T	Temp.	6184 S.F.	713

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- | | | | | |
|---|--|--|--|--|
| Electric
Toledo Edison
300 Madison Ave.
Mail Stop 1880
Toledo, OH 43652
(419)249-5218 | Telephone
SBC
Room 714
130 N. Erie Street
Toledo, OH 43624
(419)245-7304 | AT&T
5980-I Wilcox Place
Dublin, OH 43016
(630)552-4677 | MCI Worldcom
120 Ravine St.
Akron, OH 44303
(330)253-8267 | Traffic Signal
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, OH 43607
(419)242-1300 |
| Gas
Columbia Gas Of Ohio, Inc.
333 South Erie St.
Toledo, OH 43602
(419)252-8110 | Cable
Buckeye CableSystem
1860 Lincoln St. 2nd Floor
Toledo, OH 43615
(419)724-9820 | Qwest Communications Corp.
1860 Lincoln St. 2nd Floor
Denver, CO 80295
(303)837-3926 | Water
City Of Toledo,
Dept. Of Public Utilities
Engineering Services
One Lake Erie Center, Third Floor
Toledo, OH 43604
(419)936-3737 | The Location Of The Underground Utilities Shown On The Plans Are As Obtained From The Owners As Required By Section 153.64 O.R.C. |

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-	-	Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
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OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

SCALE IN FEET
20
10
0

PID NO. 23593

R/W DESIGNER JDB
JWB
R/W REVIEWER JLW

RAILROAD PLAT
LUC-25-0729
SR-25 (ANTHONY WAYNE TRAIL) OVER NORTHERN SOUTHERN RAILROAD

LUC-25-(7.92)(8.29)(8.37)

OHDL2B



Amy
Maynard/RealEstate/D02/OD
OT

05/09/2005 07:39 AM

To jdb@msi-mec.com

cc C.A.L.

bcc

Subject LUC 25 - 7.92/8.29/8.37 PID# 23593 SJN 42494(0)

Hello Jon!

This project has been reviewed and a approval letter is on its way to Mannik.

Please send the final descriptions on the above noted project electronically. I know you e-mailed them to me in March '05 but since then parcel 1-T has had a correction.

Also, please send the original signed and stamped descriptions in hard copy. Thank you! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

return to File file



OHIO DEPARTMENT OF TRANSPORTATION

District 2, 317 East Poe Road, Bowling Green, Ohio 43402

March 10, 2005

James A. Broadway, P.S.
The Mannik & Smith Group, Inc.
1800 Indian Wood Circle
Maumee, OH 43537

RE: LUC 25 - 7.92/8.29/8.37
PID# 23593
SJN 42494(0)

Dear Mr. Broadway:

Transmitted are comments resulting from a final right of way plan review on the above referenced project. Please complete and incorporate these comments and submit for approval.

Nothing in these comments is to be construed as authorizing extra work for which additional compensation may be claimed by the consultant without prior approval.

These comments were generated by Craig Loehrke. If any questions or comments, do not hesitate to call him at 419-373-4436.

Respectfully,

Amy J. Maynard
Realty Specialist

DTD//AJM//ajm

attachments

c: A. Behrman
Reading File
ELLIS - I. Bdeiri
File

LUC 25 – 7.92/8.29/8.37
PID# 23593
SJN 42494(0)

Sheet 1 of 1 Railroad Plat

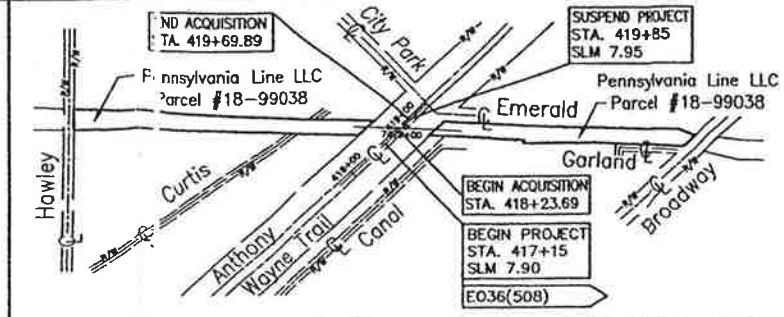
UTILITY LIST AND NOTE

- 1) Please correct the following utility names and addresses as needed:
 - a. Columbia Gas should be: Columbia Gas of Ohio, Inc. and phone number is: 419-252-8110
 - b. Toledo Edison should be: Mail Stop 1880 and phone number is: 419-249-5218
 - c. Buckeye Cable should be: Buckeye CableSystem and phone Number is: 419-724-9820
 - d. SBC (Ameritech) should be: SBC Room 714 and phone number is: 419-245-7304
 - e. Quest (Jaytel Inc.) should be: Qwest Communications Corporation
1860 Lincoln Street 2nd Floor
Denver, CO 80295
303-837-3926
 - f. AT & T should be: AT&T
5980-I Wilcox Place
Dublin, OH 43016
630-552-4677
 - g. Wiltel Communications should be: WilTel Communications, LLC
One Technology Center
100 S. Cincinnati
Tulsa, OK 74103
918-547-9919
 - g. Water Util is: City of Toledo, Dept. of Public Utilities
Engineering Services
One Lake Erie Center, Third Floor
Toledo, OH 43604
419-936-3737

On the Plan Sheet, the SW leg of the Temporary, Bearing being N 53 degrees 49 minutes 56 seconds, the distance of 101.05 feet does not appear to be correct. Rough calculations have it closer to +/- 60 feet. The legal for parcel 1T does not close using the current plan distance

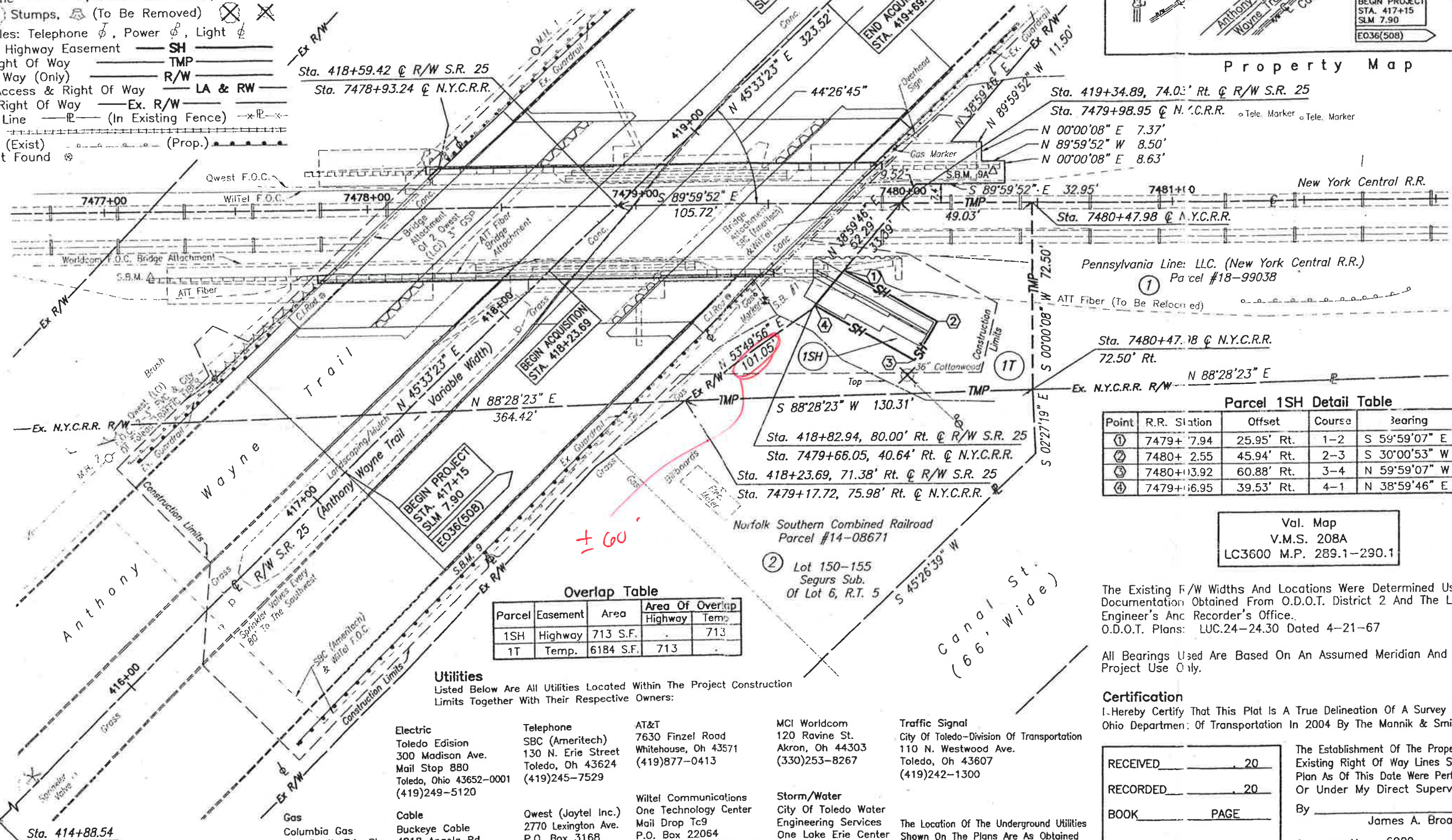
PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio



Property Map

- Conventional Signs**
- County Line
 - Township Line
 - Section Line
 - Corporation Line
 - Fence Exist. ---X--- Prop. ---X---
 - Center Line
 - Trees, Stumps, (To Be Removed)
 - Utility Poles: Telephone, Power, Light
 - Standard Highway Easement
 - Temp. Right Of Way
 - Right Of Way (Only)
 - Limited Access & Right Of Way
 - Existing Right Of Way
 - Property Line
 - Railroad
 - Guardrail (Exist)
 - Monument Found



Parcel 1SH Detail Table

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3	7480+13.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
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Overlap Table

Parcel	Easement	Area	Area Of Overlap
1SH	Highway	713 S.F.	713
1T	Temp.	6184 S.F.	713

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- Electric:** Toledo Edison, 300 Madison Ave. Toledo, Ohio 43602-0001 (419)249-5120
- Gas:** Columbia Gas, 333 South Erie St. Toledo, Ohio 43602 (419)252-8111
- Cable:** Buckeye Cable, 4818 Angola Rd. Toledo, Ohio 43615-6411 (419)724-9810
- Telephone:** SBC (Ameritech), 130 N. Erie Street Toledo, Oh 43624 (419)245-7529
- Qwest (Jaytel Inc.):** 2770 Lexington Ave. P.O. Box 3168 Mansfield, Oh 44904 (419)884-0400
- AT&T:** 7630 Finzel Road Whitehouse, Oh 43571 (419)877-0413
- Witel Communications:** One Technology Center Mail Drop Tc9 P.O. Box 22064 Tulsa, Oklahoma 74121-2064 (330)647-0297
- MCI Worldcom:** 120 Ravine St. Akron, Oh 44303 (330)253-8267
- Traffic Signal:** City Of Toledo-Division Of Transportation 110 N. Westwood Ave. Toledo, Oh 43607 (419)242-1300
- Storm/Water:** City Of Toledo Water Engineering Services One Lake Erie Center Toledo, Oh 43604 (419)885-8965

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-	-	Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

The Existing F/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's And Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-67

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification
I, Hereby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

The Establishment Of The Property Lines And Existing Right Of Way Lines Shown On This Plan As Of This Date Were Performed By Me Or Under My Direct Supervision.
By James A. Broadway
Surveyor No. 6909 Date _____

RECEIVED _____ 20
RECORDED _____ 20
BOOK _____ PAGE _____
COUNTY RECORDER

REV. BY	DATE	DESCRIPTION

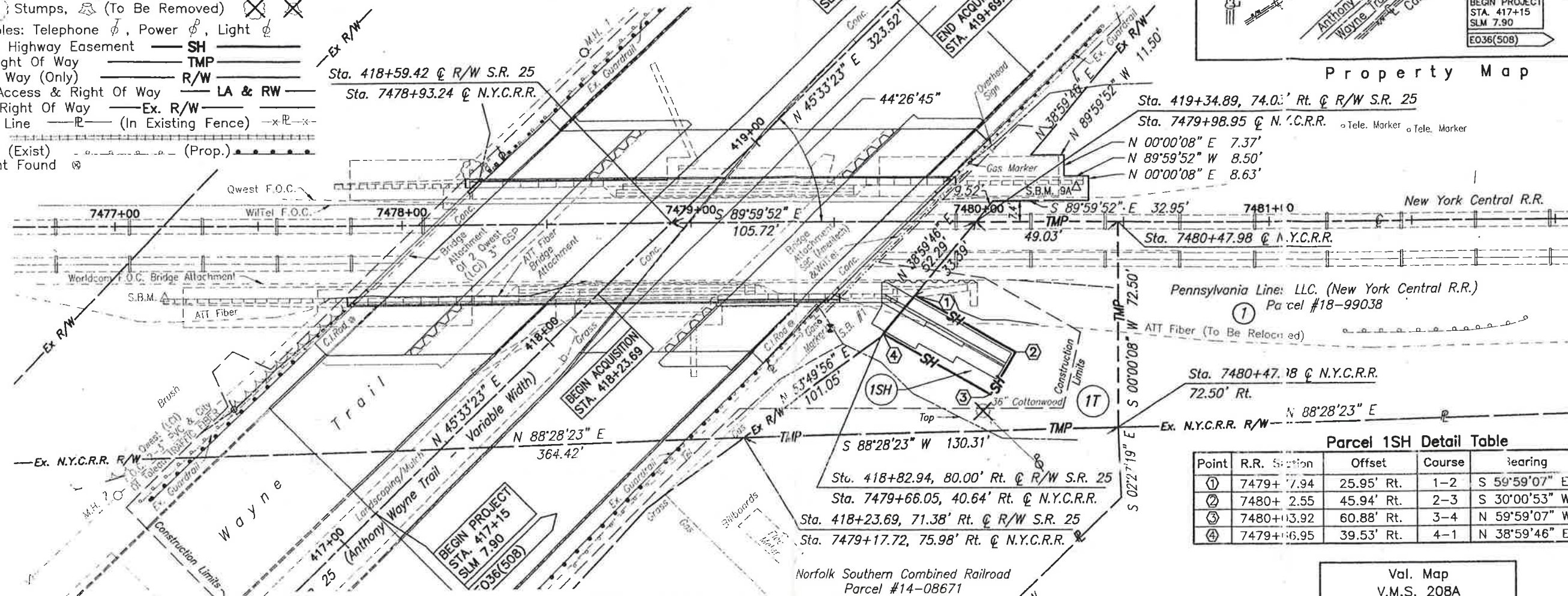
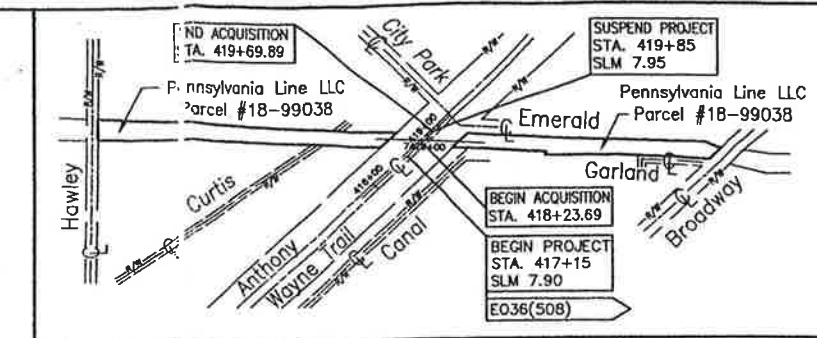
UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

SCALE IN FEET
PID NO. 23593
RAILROAD PLAT LUC-25-0729 SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD
LUC-25-(7.92)(8.29)(8.37)

PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

- ### Conventional Signs
- County Line
 - Township Line
 - Section Line
 - Corporation Line Or
 - Fence Exist. Prop.
 - Center Line
 - Trees, Stumps, (To Be Removed)
 - Utility Poles: Telephone , Power , Light
 - Standard Highway Easement
 - Temp. Right Of Way
 - Right Of Way (Only)
 - Limited Access & Right Of Way
 - Existing Right Of Way
 - Property Line (In Existing Fence)
 - Railroad
 - Guardrail (Exist) (Prop.)
 - Monument Found



Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+7.94	25.95' Rt.	1-2	S 59°59'07" E	39.91'
②	7480+2.55	45.94' Rt.	2-3	S 30°00'53" W	17.25'
③	7480+13.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
④	7479+16.95	39.53' Rt.	4-1	N 38°59'46" E	17.46'

Val. Map
V.M.S. 208A
LC3600 M.P. 289.1-290.1

The Existing R/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's And Recorder's Office.
O.D.O.T. Plans: LUC-24-24.30 Dated 4-21-67

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification

I Herby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

The Establishment Of The Property Lines And Existing Right Of Way Lines Shown On This Plat Were Performed By Me In Direct Supervision.

**City of Toledo, Dept. of Public Utilities
Engineering Services**
One Lake Erie Center, Third Floor
Toledo, OH 43604
419-936-3737

Received _____ 20____
By _____
Date _____

Toledo Edison
300 Madison Avenue
Mail Stop 1880
Toledo, OH 43652
419-249-5218

Columbia Gas of Ohio, Inc.
333 S. Erie Street
Toledo, OH 43602
419-252-8110

Buckeye CableSystem
4818 Angola Road
Toledo, OH 43615
419-724-9820

SBC
Room 714
130 N. Erie Street
Toledo, OH 43624
419-245-7304

A T & T
5980-1 Wilcox Place
Dublin, OH 43016
630-552-4677

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- Electric**
Toledo Edison
300 Madison Ave.
Mail Stop 880
Toledo, Ohio 43652-0001
(419)249-5120
- Telephone**
SBC (Ameritech)
130 N. Erie Street
Toledo, Oh 43624
(419)245-7529
- AT&T**
7630 Finzel Road
Whitehouse, Oh 43571
(419)877-0413
- MCI Worldcom**
120 Ravine St.
Akron, Oh 44303
(330)253-8267
- Traffic Signal**
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, Oh 43607
(419)242-1300
- Storm/Water**
City Of Toledo Water
Engineering Services
One Lake Erie Center
Toledo, Oh 43604
(419)885-8965
- Gas**
Columbia Gas
333 South Erie St.
Toledo, Ohio 43602
(419)252-8111
- Cable**
Buckeye Cable
4818 Angola Rd.
Toledo, Ohio 43615-6411
(419)724-9810
- Qwest (Jaytel Inc.)**
2770 Lexington Ave.
P.O. Box 3168
Mansfield, Oh 44904
(419)884-0400
- WilTel Communications**
One Technology Center
Mail Drop Tc9
Tulsa, Oklahoma 74121-2064
(330)647-0297

Qwest Communications Corporation
1860 Lincoln Street 2nd Floor
Denver, CO 80295
303-837-3926

WilTel Communications, LLC
One Technology Center
100 S. Cincinnati
Tulsa, OK 74103
918-547-9919

REV. BY	DATE	DESCRIPTION

PID NO.
23593

R/W DESIGNER
JDB
R/W REVIEWER
JLW

RAILROAD PLAT
LUC-25-0729
SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD

LUC-25-(7.92)(8.29)(8.37)

OHDL2B




Amy
Maynard/RealEstate/D02/OD
OT

04/29/2005 09:58 AM

To "Jon Bruner" <jdb@msi-mec.com>

cc Craig Loehrke/Aerial/D02/ODOT@ODOT

bcc

Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593 

Hello Jon!

Can you give me an idea of when to expect a final submittal from our review letter dated March 10, 2005? We have a final plan due date of May 10th.

Thank you! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us



"Jon Bruner"
<jdb@msi-mec.com>
03/08/2005 02:44 PM

To <Amy.Maynard@dot.state.oh.us>, "James Broadway"
<jab@msi-mec.com>
cc <Craig.Loehrke@dot.state.oh.us>

bcc

Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593

Descriptions as requested.

>>> Amy Maynard <Amy.Maynard@dot.state.oh.us> 03/07/05 09:54AM >>>
Hello Mr. Broadway!

We are in the process of reviewing the railroad plat on this project and we will need the description(s) for it. Please send them electronically to either myself or Craig Loehrke. Thank you! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

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23593_1T.wpd 23593_1SH.wpd

EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 1 of 2
23593
1SH
LUC-25-7.92
March 8, 2005

**PARCEL 1SH
LUC-25-7.92
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95;

Thence South 38 degrees 59 minutes 46 seconds West a distance of 33.39 feet along said easterly right of way line of State Route 25 to a point 25.95 feet right of New York Central Railroad station 7479+77.94 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 59 degrees 59 minutes 07 seconds East a distance of 39.97 feet to a point 45.94 feet right of Railroad station 7480+12.55;

Thence South 30 degrees 00 minutes 53 seconds West a distance of 17.25 feet to a point 60.88 feet right of station 7480+03.92;

Thence North 59 degrees 59 minutes 07 seconds West a distance of 42.69 feet to a point on the easterly right of way line of said State Route 25 being 39.53 feet right of Railroad station 7479+66.95;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 17.46 feet along said easterly right of way line to the POINT OF BEGINNING containing 713 square feet (0.016 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 2 of 2
23593
1SH
LUC-25-7.92
March 8, 2005

This description is based on a survey made under the direction and supervision of James A. Broadway,
Registered Surveyor Number 6909, State of Ohio.

Bearings used in this description are based on an assumed meridian and are for angular relationships only.

EXHIBIT A

RX 286
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

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23593
1T
LUC-25-7.92
March 8, 2005

PARCEL 1T

LUC-25-7.92

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A BRIDGE AND ABUTMENT
FOR APPROXIMATELY 12 MONTHS FROM THE DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74 03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 49.03 feet continuing along said centerline of the New York Central Railroad to a point being centerline railroad station 7480+47.98;

Thence South 00 degrees 00 minutes 08 seconds West a distance of 72.50 feet to a point on the southerly right of way line of said New York Central Railroad being 72.50 feet right of station 7480+47.98;

Thence South 88 degrees 28 minutes 23 seconds West a distance of 130.31 feet along said southerly right of way line to a point on the easterly right of way line of said State Route 25 being 75.98 feet right of railroad station 7479+17.72 and 71.38 feet right of State Route 25 centerline of right of way station 418+23.69;

Thence North 53 degrees 49 minutes 56 seconds East a distance of 101.05 feet along said easterly right of way line to an angle point in said line being 40.64 feet right of railroad station 7479+66.05 and 80.00 feet right of State Route 25 centerline of right of way station 418+82.94;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 52.29 feet continuing along said easterly right of way line to the POINT OF BEGINNING containing 6184 square feet (0.142 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

This description is based on a survey made under the direction and supervision of James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

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23593
1T
LUC-25-7.92
March 8, 2005

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"Jon Bruner"
<jdb@msi-mec.com>
03/08/2005 02:44 PM

To <Amy.Maynard@dot.state.oh.us>, "James Broadway"
<jab@msi-mec.com>
cc <Craig.Loehrke@dot.state.oh.us>

bcc

Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593

Descriptions as requested.

>>> Amy Maynard <Amy.Maynard@dot.state.oh.us> 03/07/05 09:54AM >>>
Hello Mr. Broadway!

We are in the process of reviewing the railroad plat on this project and we will need the description(s) for it. Please send them electronically to either myself or Craig Loehrke. Thank you! Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us

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23593_1T.wpd 23593_1SH.wpd

EXHIBIT A

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PARCEL
CTY-RTE-SEC
Version Date

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1T
LUC-25-7.92
March 8, 2005

**PARCEL 1T
LUC-25-7.92
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A BRIDGE AND ABUTMENT
FOR APPROXIMATELY 12 MONTHS FROM THE DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 49.03 feet continuing along said centerline of the New York Central Railroad to a point being centerline railroad station 7480+47.98;

Thence South 00 degrees 00 minutes 08 seconds West a distance of 72.50 feet to a point on the southerly right of way line of said New York Central Railroad being 72.50 feet right of station 7480+47.98;

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Thence North 53 degrees 49 minutes 56 seconds East a distance of 101.05 feet along said easterly right of way line to an angle point in said line being 40.64 feet right of railroad station 7479+66.05 and 80.00 feet right of State Route 25 centerline of right of way station 418+82.94;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 52.29 feet continuing along said easterly right of way line to the POINT OF BEGINNING containing 6184 square feet (0.142 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

This description is based on a survey made under the direction and supervision of James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

EXHIBIT A

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Rev. 04/03

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PARCEL
CTY-RTE-SEC
Version Date

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1T
LUC-25-7.92
March 8, 2005

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EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

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23593
1SH
LUC-25-7.92
March 8, 2005

**PARCEL 1SH
LUC-25-7.92
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Lucas, City of Toledo, lying within River Tract 5 and being part of lands owned by the Pennsylvania Lines LLC. And being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the centerline of State Route 25 (Anthony Wayne Trail) with the centerline of City Park being State Route 25 centerline of right of way station 421+82.94;

Thence South 45 degrees 33 minutes 23 seconds West a distance of 323.52 feet along said centerline of right of way of State Route 25 to its intersection with the centerline of the New York Central Railroad (Pennsylvania Lines LLC.) Being State Route 25 centerline of right of way station 418+59.42 and New York Central Railroad station 7478+93.24;

Thence South 89 degrees 59 minutes 52 seconds East a distance of 105.72 feet along said centerline of the New York Central Railroad to a point on the easterly right of way line of said State Route 25 being 74.03 feet right of State Route 25 centerline of right of way station 419+34.89 and being New York Central Railroad centerline station 7479+98.95;

Thence South 38 degrees 59 minutes 46 seconds West a distance of 33.39 feet along said easterly right of way line of State Route 25 to a point 25.95 feet right of New York Central Railroad station 7479+77.94 and being the TRUE POINT OF BEGINNING of the herein described parcel;

Thence South 59 degrees 59 minutes 07 seconds East a distance of 39.97 feet to a point 45.94 feet right of Railroad station 7480+12.55;

Thence South 30 degrees 00 minutes 53 seconds West a distance of 17.25 feet to a point 60.88 feet right of station 7480+03.92;

Thence North 59 degrees 59 minutes 07 seconds West a distance of 42.69 feet to a point on the easterly right of way line of said State Route 25 being 39.53 feet right of Railroad station 7479+66.95;

Thence North 38 degrees 59 minutes 46 seconds East a distance of 17.46 feet along said easterly right of way line to the POINT OF BEGINNING containing 713 square feet (0.016 acres) more or less and being a part of Lucas County Auditor's Parcel Number 18-99038.

This description was prepared and/or reviewed in March of 2005 by James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL
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Version Date

Page 2 of 2
23593
1SH
LUC-25-7.92
March 8, 2005

This description is based on a survey made under the direction and supervision of James A. Broadway, Registered Surveyor Number 6909, State of Ohio.

Bearings used in this description are based on an assumed meridian and are for angular relationships only.

'TRAVERSE' is one of a series of LOTUS 1-2-3 programs written by Larry Loy, PE PS, ODOT District 2. In no event will the author be liable for any damages arising out of the use or inability to use this program.

'TRAVERSE' calculates an unknown side and bearing of a land parcel and the area of the parcel using the DMD Method. The maximum number of known sides is twenty-five (25).

To begin:

- (1) If 'NumLk' is on, turn it off. --- Press 'PgDn'.
- (2) Input course distances, quadrants, and bearings (Deg-Min-Sec).
{Optional --- bearings may be input as decimal degrees.}
- (3) Press the 'F9' key to complete the calculations.
- (4) Press 'PgDn' for the unknown course distance and bearing.
- (5) Press 'PgDn' for the parcel area.
- (6) To erase displayed data, press 'Alt' and 'A' at the same time.

PARCE 1t		PROJEC luc-25-7.92				
COU.	DISTANCE	QUAD	DEGREES	MINUTES	SECONDS	AZIMUTH
1	49.0300	2	89	59	52.00	90.0022
2	72.5000	3	0	0	8.00	180.0022
3	130.3100	3	88	28	23.00	268.4731
4	101.0500	1	53	49	56.00	53.8322
5	52.2900	1	38	59	46.00	38.9961
6						0.0000
7						0.0000
8						0.0000
9						0.0000
10						0.0000
11						0.0000
12						0.0000
13						0.0000
14						0.0000
15						0.0000
16						0.0000
17						0.0000
18						0.0000
19						0.0000
20						0.0000
21						0.0000
22						0.0000
23						0.0000
24						0.0000
25						0.0000

+60
-60

***	***	***	***
N-E Quad. = 1	S-E Quad. = 2	S-W Quad. = 3	N-W Quad. = 4
COU.	LATITUDE	DEPARTURE	
1	-0.0019	49.0300	* N-E Quad. = 1 *
2	-72.5000	-0.0028	* S-E Quad. = 2 *
3	-3.4724	-130.2637	* S-W Quad. = 3 *
4	59.6348	81.5769	* N-W Quad. = 4 *
5	40.6392	32.9044	*****
6	0.0000	0.0000	

7	0.0000	0.0000
8	0.0000	0.0000
9	0.0000	0.0000
10	0.0000	0.0000
11	0.0000	0.0000
12	0.0000	0.0000
13	0.0000	0.0000
14	0.0000	0.0000
15	0.0000	0.0000
16	0.0000	0.0000
17	0.0000	0.0000
18	0.0000	0.0000
19	0.0000	0.0000
20	0.0000	0.0000
21	0.0000	0.0000
22	0.0000	0.0000
23	0.0000	0.0000
24	0.0000	0.0000
25	0.0000	0.0000

UNKNOWN
 QUADRANT = 3

TRAVERSE SUMS = ----- -----
 24.2998 33.2448

UNKNOWN COUR ----- ----- ----- = 41.1788 FEET
 UNKNOWN BEAR 53 DEGREES 50 MINUTES 8.26 SECONDS
 COU. DMD DOUBLE AREA

UNKNOWN	-33.2448	807.8393
1	-17.4595	0.0332
2	31.5677	-2288.6565
3	-98.6989	342.7198
4	-147.3857	-8789.3219
5	-32.9044	-1337.2086
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7	0.0000	0.0000
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10	0.0000	0.0000
11	0.0000	0.0000
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23	0.0000	0.0000
24	0.0000	0.0000
25	0.0000	0.0000

 AREA = 5,632.2974 SQ. FT.
 = 0.1293 ACRES

'TRAVERSE' is one of a series of LOTUS 1-2-3 programs written by Larry Loy, PE PS, ODOT District 2. In no event will the author be liable for any damages arising out of the use or inability to use this program.

'TRAVERSE' calculates an unknown side and bearing of a land parcel and the area of the parcel using the DMD Method. The maximum number of known sides is twenty-five (25).

To begin:

- (1) If 'NumLk' is on, turn it off. --- Press 'PgDn'.
- (2) Input course distances, quadrants, and bearings (Deg-Min-Sec).
{Optional --- bearings may be input as decimal degrees.}
- (3) Press the 'F9' key to complete the calculations.
- (4) Press 'PgDn' for the unknown course distance and bearing.
- (5) Press 'PgDn' for the parcel area.
- (6) To erase displayed data, press 'Alt' and 'A' at the same time.

PARCE 1sh		PROJEC luc-25-7.92				
COU.	DISTANCE	QUAD	DEGREES	MINUTES	SECONDS	AZIMUTH
1	39.9700	2	59	59	7.00	120.0147
2	17.2500	3	30	0	53.00	210.0147
3	42.6900	4	59	59	7.00	300.0147
4	17.4600	1	38	58	46.00	38.9794
5						0.0000
6						0.0000
7						0.0000
8						0.0000
9						0.0000
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24						0.0000
25						0.0000

N-E Quad. = 1	S-E Quad. = 2	S-W Quad. = 3	N-W Quad. = 4
COU.	LATITUDE	DEPARTURE	
1	-19.9939	34.6099	* N-E Quad. = 1 *
2	-14.9367	-8.6288	* S-E Quad. = 2 *
3	21.3545	-36.9651	* S-W Quad. = 3 *
4	13.5729	10.9831	* N-W Quad. = 4 *
5	0.0000	0.0000	*****
6	0.0000	0.0000	

7	0.0000	0.0000
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24	0.0000	0.0000
25	0.0000	0.0000

UNKNOWN
 QUADRANT = 1

TRVERSE SUMS = ----- -----
 -0.0032 -0.0010

UNKNOWN COUR----- ----- ----- = 0.0034 FEET
 UNKNOWN BEAR 17 DEGREES 31 MINUTES 47.44 SECONDS
 COU. DMD DOUBLE AREA

UNKNOWN	0.0010	0.0000
1	34.6119	-692.0272
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25	0.0000	0.0000

AREA = -----
 = 712.9319 SQ. FT.
 0.0164 ACRES



"James Broadway"
<jab@msi-mec.com>
03/07/2005 10:11 AM

To <Amy.Maynard@dot.state.oh.us>
cc <Craig.Loehrke@dot.state.oh.us>
bcc

Subject Re: LUC 25 - 7.92/8.29/8.37 PID# 23593

We have not yet written the description but we will put it on our to-do list.
Jim

James A .Broadway P.S.
Survey Operations Manager
The Mannik & Smith Group Inc.
1800 Indian Wood Circle
Maumee, OH 43537
419-891-2222
419-891-1595 fax

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**Amy
Maynard/RealEstate/D02/OD
OT**

03/07/2005 09:54 AM

To jab@msi-mec.com

cc [Craig Loehrke/Aerial/D02/ODOT@ODOT](mailto:Craig.Loehrke/Aerial/D02/ODOT@ODOT)

bcc

Subject LUC 25 - 7.92/8.29/8.37 PID# 23593

Hello Mr. Broadway!

We are in the process of reviewing the railroad plat on this project and we will need the description(s) for it. Please send them electronically to either myself or Craig Loehrke. Thank you!
Amy

Amy Maynard
Realty Specialist
Office of Real Estate - District 2 - BG
Phone: 419-373-4498/ Fax: 419-373-4446
Centrex: 5-7902 Extn. 4498
E-mail: amy.maynard@dot.state.oh.us



Ohio Department of Transportation: ELLIS Reporting

User:
amaynard
Date:
10/06/2004

Basic Project Information

Project Name: LUC SR 25 7.92 **PID:** 23593
Project Status: Active **Responsible District:** D2
Project Type: Let **Locale:** LUC
Project Description: REHABILITATE 3 STRUCTURES; PERFORM NECESSARY RELATED WORK.

Detailed Project Information

Letting Type: ODOT Let **Project Manager:** COLONY, STEPHEN F
Work Categories: Preservation **Contract Features:**
 • Bridge Replacement
Primary Work Category: Bridge Replacement **Environmental Document Type:**
Project Purpose: Preservation **Trac Tier:**
Designers: • MANNIK & SMITH; INC. **Program Family:**
Responsible Design Agency: DISTRICT 2 PRODUCTION **Federal Congressional District:** 9
Sponsoring Agency: ODOT SPONSORING AGENCY **Demo ID:**
Plans Measurement Type: English Units **Reservoir Year:**
FHWA Oversight: A : State Administered **FHWA Project Type:** C
Reporting Group Codes: • 000 Import Completed by Proj Acct & Dist **Primary MPO:** TMACOG
 • 003 DM IMPORT COMPLETE
 • TMS 04 Bridge Replacement
Project Termini: TOLEDO. OVER NS RR

Project Classification Information

Name	Federal Aid System	Functional System	Urbanized Area/Size	Verified	Assigned	
N P 044	NHS Non-Interstate	Other Principal Arterial	TOLEDO	Yes	Yes	
Funding						
Funding Events	Event Estimate	Grouping ID	Improvement Code	Committed Funding	Toll Revenue Amount	Event Status
CO CC1	\$3,650,000.00		Bridge Replacement - No Added Capacity	Yes	\$730,000.00	Unreviewed
CO CO Contr 02	\$150,000.00		Bridge Replacement - No Added Capacity	Yes	\$0.00	New
PENG	\$31,463.00		Preliminary Engineering	Yes	\$0.00	Locked
PE DD	\$314,634.00		Preliminary Engineering	Yes	\$0.00	Locked
CENG	\$380,000.00		Construction Engineering	Yes	\$0.00	Reviewed
Work Locations						
Roadway Segments	NLF ID	County/Route	SLM Log Point	County True Log Point	Classification Lane Miles	
LUC-SR-25	SLUCSR00025**C	LUC-SR-25	8.370 to 8.390	8.370 to 8.390	0.080	
LUC-SR-25	SLUCSR00025**C	LUC-SR-25	8.290 to 8.310	8.290 to 8.310	0.080	

LUC-SR-25 SLUCSR00025**C LUC-SR-25 7.920 to 7.940 7.920 to 7.940 0.120

Bridges	NLF ID	County/Route	SLM Log Point	County True Log Point	Overall Length
4801652	SLUCSR00025**C	LUC-SR-25	8.290	8.290	227.0
4801539	SLUCSR00025**C	LUC-SR-25	7.560	7.560	62.0
4801563	SLUCSR00025**C	LUC-SR-25	8.290	8.290	190.0
4801598	SLUCSR00025**C	LUC-SR-25	8.290	8.290	190.0
4801687	SLUCSR00025**C	LUC-SR-25	8.290	8.290	224.0

Project Milestone Information

Milestone	Commitment Date	Actual Date	Baseline Date	N/A	Shared
Environmental Document Approved	01/31/2003	10/10/2001		No	No
Authorized Design Consultant	02/05/2002	02/05/2002		No	No
Stage 1 Plans Submitted	10/01/2002	02/13/2003		No	No
Stage 1 Plans - Complete	03/03/2003	03/12/2003		No	No
Stage 3 Plans - Submitted	08/01/2003	08/04/2003		No	No
Stage 3 Plans - Complete	06/04/2004	05/12/2004	01/23/2004	No	No
Tracings Complete	11/01/2004		03/19/2004	No	No
Final R/W Plans Submitted	05/10/2005			No	No
Region R/W Clear	03/01/2006			No	No
District R/W Certification	03/10/2006			No	No
Sale Date	06/23/2006		06/23/2006	No	No
Award	07/01/2006		07/01/2006	No	No

Project Comment Information

Comment	Type	Date	User
Adjusted mistyped date.	Schedule	10/05/2004	ibdeiri
Added RW comm dates as per Dave Dicke's e-mail this date.	Schedule	10/05/2004	ibdeiri
changed tracing date because R/W has now been authorized for construction of wall on Railroad R/W	Schedule	08/17/2004	dbaldwin
changed tracing complete date	Schedule	07/28/2004	dbaldwin
changed tracings complete date	Schedule	07/28/2004	dbaldwin
stage 3 roadway and bridge approved	Schedule	05/12/2004	dbaldwin
Added CO CO Contr 02 funding event to account for the local share towards the Wearing Surface.	Funding	04/26/2004	ibdeiri
Adjusted CO CC1 funding event amount.	Funding	04/26/2004	ibdeiri
Adjusted stage 3 compl and tracing lapsed comm dates.	Schedule	03/03/2004	ibdeiri
Locking "Sale Date" by copying the current date to the baseline date where there is no actual date.	Schedule	01/18/2004	sgoddard
Locking "Award" by copying the current date to the baseline date where there is no actual date.	Schedule	01/18/2004	sgoddard
Locking "Tracings Complete" by copying the current date to the baseline date where there is no actual date.	Schedule	01/18/2004	sgoddard
Locking "Stage 3 Plans - Complete" by copying the current date to the baseline date where there is no actual date.	Schedule	01/18/2004	sgoddard
Adjusted lapsed comm dates.	Schedule	12/24/2003	ibdeiri
received resubmittal stage 3	Schedule	11/06/2003	dbaldwin
faxed Jim Moore City of Toledo Comments on final plans.	Schedule	09/03/2003	DBALDWIN
stage 3 roadway returned not approved, problems with MOT and lighting.	Schedule	08/25/2003	dbaldwin
received stage 3	Schedule	08/07/2003	dbaldwin
stage 1 roadway and bridge approved, DAB and Jim Bradley	Schedule	03/12/2003	dbaldwin
Added actual concept. plan submittal date.	Schedule	02/18/2003	ibdeiri
changed dates, after meeting with consultant, city, stormer and baldwin	Schedule	02/12/2003	dbaldwin

Stage 1 will be reviewed again, after meeting with the city who agreed to only having 11' lanes barrier to barrier for Anthony Wayne and Collingwood. will try for 11' on Swancreek if not 10' lane OK. Gary Stookey OKed at meeting.	Schedule	02/12/2003	dbaldwin
Stage 1 returned not approved MOT problems	Schedule	01/28/2003	dbaldwin
District received MOT and Pavement Marking comments from City of Toledo on 12-19-02.	Schedule	12/26/2002	ibdeiri
Mis-typed the PID number. the 12/4/02 comment is irrelevant for this project.	Schedule	12/04/2002	ibdeiri

Project Right-Of-Way Information

Responsible Acquisition Agency:	N/W REAL ESTATE REGION	Acquiring Agents:	
Total Parcel Count:	2	Railroad Parcel Count:	1
Relocation Assistance Parcel Count:	0		



Toledo, Ohio

Toledo, the county seat of Lucas County, is located in the northwestern part of Ohio. It is part of an area known as the Great Black Swamp. Most settlement in this region was delayed until after Ohio obtained statehood because of conflicts with Native Americans. Toledo itself was incorporated in 1836, and it was built on the site of a former stockade, Fort Industry, which was built in 1800. Originally, there were two separate towns named Lawrence and Vistula. When the Wabash and Erie Canal was mapped out in 1836, the location of Toledo was chosen as one of the termination points. The population of the two towns merged and created the new community of Toledo. By 1840, Toledo had a population of 1,322 people.

Although the canal would bring significant business to Toledo, the community still struggled in its early years. Many of its residents suffered from epidemics that spread rapidly in the region in 1838 and 1839. Finally, the canal was opened in 1845. The canal made the town a growing seaport along Lake Erie, and much commerce traveled through Toledo. In addition to the Wabash and Erie Canal, Toledo was connected to the city of Cincinnati by way of the Miami and Erie Canal.

When railroads began to emerge as a key form of transportation in Ohio in the second half of the nineteenth century, Toledo became a destination for a number of railroad lines. In addition, a number of industries began to emerge in the city, including furniture companies, carriage makers, breweries, railroad manufacturing companies, and glass companies, among others. The Libbey Glass Works was located in Toledo and helped to make the community known as the "City of Glass." By 1880, Toledo boasted a population of more than fifty thousand people, making it one of the largest cities in the state.

Many immigrants began to settle in Toledo by the late nineteenth century, attracted to the city because of the factory jobs available and the city's accessibility by rail and by water. Although Toledo offered many economic opportunities, it also illustrated many of the problems associated with urban life during this time. Toledo became the target of Progressive reformers in the late 1800s. Among them was the town's mayor, Samuel M. "Golden Rule" Jones, who was elected in 1897. During his time in office, Jones worked to improve conditions for the working class people of his community. The mayor opened free kindergartens, built parks, instituted an eight-hour day for city workers, and did much to reform the city government. Although Jones was not very popular among businessmen and the wealthier members of Toledo society, he was very popular with the average citizens and was reelected as mayor for three additional terms. Jones died in office in 1904, and his successor, Brand Whitlock, continued his reform efforts.

Toledo continued to grow, both in terms of population and industry, in the early twentieth century. Because of its dependence on manufacturing, the city suffered high unemployment rates during the Great Depression. As World War II began, however, Toledo's industries began to focus on wartime production, and unemployment concerns disappeared. Toledo made a unique contribution to the war effort. Home to the Willys-Overland Company, this firm began producing jeeps in 1941.

In the 2000 census, Toledo's population was 313,619. The city is home to the University of Toledo, the well-known Toledo Zoo, the internationally renowned Toledo Museum of Art, and the Toledo Mud Hens, the Detroit Tigers' triple-A professional baseball affiliate.

(2)

Toledo War

From Wikipedia, the free encyclopedia


The **Toledo War** (1835–1836), also known as the **Michigan-Ohio War**, was the almost entirely bloodless boundary dispute between the U.S. state of Ohio and the adjoining territory of Michigan.

Originating from conflicting state and federal legislation passed between 1787 and 1805, the dispute resulted from poor understanding of geographical features of the Great Lakes at the time. Varying interpretations of the law caused the governments of Ohio and Michigan to both claim sovereignty over a 468 square mile (1,210 km²) region along the border, now known as the **Toledo Strip**. When Michigan sought statehood in the early 1830s, it sought to include the disputed territory within its boundaries; Ohio's Congressional delegation was in turn able to halt Michigan's admission to the Union.

Beginning in 1835 both sides passed legislation attempting to force the other side's capitulation.

Ohio's governor Robert Lucas and Michigan's 24-year-old "Boy Governor" Stevens T. Mason were both unwilling to cede jurisdiction of the Strip, so they raised militias and helped institute criminal penalties for citizens submitting to the other's authority. The militias were mobilized and sent to positions on opposite sides of the Maumee River near Toledo, but besides mutual taunting there was little interaction between the two forces. The single military confrontation of the "war" ended with a report of shots being fired into the air, incurring no casualties.

In December 1836 the Michigan territorial government, facing a dire financial crisis, surrendered the land under pressure from Congress and President Andrew Jackson and accepted a proposed resolution adopted in the U.S. Congress. Under the compromise Michigan gave up its claim to the strip in exchange for its statehood and approximately three-quarters of the Upper Peninsula. Although the compromise was considered a poor outcome for Michigan at the time, the later discovery of copper and iron deposits and the plentiful timber in the Upper Peninsula has offset Michigan's losses.

Toledo War	
	
Map of the "Toledo Strip", the disputed region	
Date	1835–1836
Location	Ohio, Michigan
Result	Ohio gains control of the Toledo Strip after Michigan cedes it in order to become a state Michigan gains the rest of the Upper Peninsula
Territorial changes	Toledo Strip
Belligerents	
State of Ohio	Territory of Michigan

Contents

- 1 Origins
- 2 Creation of the Toledo Strip
 - 2.1 Economic significance
- 3 Prelude to conflict
- 4 War
 - 4.1 Presidential intervention
 - 4.2 Battle of Phillips Corners
 - 4.3 Bloodshed in the summer of 1835

(4) 1/2

Miami and Erie Canal

The Miami and Erie Canal was one of Ohio's most important canals during the mid nineteenth century.

During the late 1810s, Governor Thomas Worthington and Governor Ethan Allen Brown both supported internal improvements, especially canals. Both men believed that Ohioans needed quick and easy access to the Ohio River and to Lake Erie if they were to profit financially. Farmers and business owners would be able to transport their products much more easily and cheaply with canals rather than turnpikes. Canals would also possibly open up new markets for Ohio goods.

In 1820, Brown convinced the Ohio legislature to establish the Ohio Canal Commission. Its purpose was to hire an engineer to survey a route for a canal that would connect Lake Erie with the Ohio River. The formation of the board was conditioned on the United States government either donating or selling land to the Ohio government for the canal. The United States government refused, and the Ohio Canal Commission did not complete a survey.

In 1822, the Ohio legislature realized the importance of internal improvements and created a new Ohio Canal Commission. The Commission hired James Geddes, an engineer who had worked on the Erie Canal in New York, to determine the best routes available for a canal from the Ohio River to Lake Erie. Geddes proposed three routes. The first ran along the Miami and Maumee Rivers in western Ohio; the second included the Scioto and Sandusky Rivers in central Ohio; and the final route included the Muskingum and Cuyahoga Rivers in eastern Ohio. The Canal Commission eventually recommended a route starting at Lake Erie, passing through the Cuyahoga Valley, the Muskingum Valley, the Licking Valley, and then to the Ohio River along the Scioto Valley. In essence, this first proposed route included a combination of the central and eastern Ohio routes. The Commission also recommended a western route along the Miami and Maumee Valleys. In 1825, the Ohio legislature approved both routes, and work began immediately. On July 4, 1825, at Licking Summit just south of Newark, Ohio Governor Jeremiah Morrow and New York Governor De Witt Clinton, the man most responsible for New York's Erie Canal, turned over the first shovels of dirt of what would become the Ohio and Erie Canal. On July 21, work began at Middletown on the western canal route. This canal became known as the Miami and Erie Canal.

To finance the canals, the Ohio government relied on loans. The legislature established a Canal Fund Commission to regulate the costs of and the securing of money for the canals. Ohio received its initial loan for construction of the canals from bankers and businessmen living along the East Coast. The initial loan was for 400,000 dollars. The canal commissioners estimated that the Ohio and Erie Canal would cost approximately 2.3 million dollars, while the Miami and Erie would cost 2.9 million. Once construction was completed, the canals combined actually cost 41 million dollars, 25 million dollars of which was interest on loans. The Ohio and Erie Canal cost approximately ten thousand dollars per mile to complete, and the Miami and Erie Canal cost roughly twelve thousand dollars per mile to finish. The canals nearly bankrupted the state government, but they allowed Ohioans to prosper beginning in the 1830s all the way to the Civil War.

Canal construction went quickly but not easily. At the peak of construction, more than four thousand workers were laboring on the canals. Private businesses bid on portions of the canals. The state usually accepted the least expensive bids. Once the trench for the canal was dug, workers usually lined it with sandstone. Canal locks also usually consisted of sandstone lined with wood, but sometimes workers made the locks exclusively from wood. The submerged wood would swell, making a waterproof barrier. Workers generally earned thirty cents per day plus room and board. A typical day began at sunrise and did not end until sunset. While thirty cents per day seems a poor wage in modern money, it was attractive to numerous people. Many recent immigrants to the United States, especially the Irish, survived thanks to jobs on the canals. Other people, like the residents of

④

2/2

the communal society at Zoar, also helped construct canals to assist the survival of their community. Many of Ohio's communities today, including Akron, began as towns for the canal workers.

By 1833, the Ohio and Erie Canal was complete. The Miami and Erie Canal would take an additional twelve years to finish, because the state legislature only originally authorized its completion from Cincinnati to just north of Dayton. In 1830, the Ohio legislature earmarked funds for the Miami and Erie Canal's extension to Defiance and Lake Erie. Once completed, thirty-three of Ohio's eighty-eight counties either had portions of canals running through them or quarries to mine rock for construction.

1845
complete

Once completed, the canals still faced numerous difficulties. Flooding could do serious damage to the locks, walls, and towpaths, requiring extensive repairs. Especially in northern Ohio, cold weather would cause the canals to freeze, also causing damage. Usually canals in the northern half of the state were drained dry from November to April. During the winter months, workers would repair any damage that occurred during the earlier part of the year. In southern Ohio, canals generally stayed open the entire year.

The difficulties Ohioans faced with the canals paled in comparison to the advantages that they garnered. Most importantly, the cost to ship goods from the East Coast to Ohio and vice versa declined tremendously from 125 dollars per ton of goods to twenty-five dollars per ton of goods. It took eighty hours to travel from Cleveland to Portsmouth along the Ohio and Erie Canal. While horseback was much quicker, it also cost a great deal more. The cost on the canal boat was \$1.70 per person.

Most canals remained in operation in Ohio until the late 1800s. There is a short stretch in the Muskingum Valley near Zanesville still in operation today. By the 1850s, however, canals were losing business to the railroads. Railroads had several advantages over the canals, which made the railroads much more popular. While railroads cost more to ship people and goods, they could deliver people and items much more quickly than the canals. Railroads also were not limited by a water source as canals were. Because of these advantages, railroads quickly supplanted the canals.



[View all images for this entry »](#)

References and Suggested Reading

- Fess, Simeon D., ed. *Ohio: A Four-Volume Reference Library on the History of a Great State*. Chicago, IL: Lewis Publishing Company, 1937
- Larson, John Lauritz. *Internal Improvement: National Public Works and the Promise of Popular Government in the Early United States*. Chapel Hill: The University of North Carolina Press, 2001. - [Available from Amazon.com](#)



Wabash and Erie Canal

From Wikipedia, the free encyclopedia

The **Wabash and Erie Canal** was a shipping canal that linked the Great Lakes to the Ohio River via an artificial waterway. The canal provided traders with access from the Great Lakes all the way to the Gulf of Mexico. Over 460 miles long, it was the longest canal ever built in North America.

The canal known as the Wabash & Erie in the 1850s and thereafter, was actually a combination of four canals: the Miami and Erie Canal from the Maumee River near Toledo, Ohio to Junction, Ohio, the original Wabash and Erie Canal from Junction, Ohio to Terre Haute, Indiana, the Cross Cut Canal from Terre Haute, Indiana to Worthington, Indiana (Point Commerce), and the Central Canal from Worthington to Evansville, Indiana.



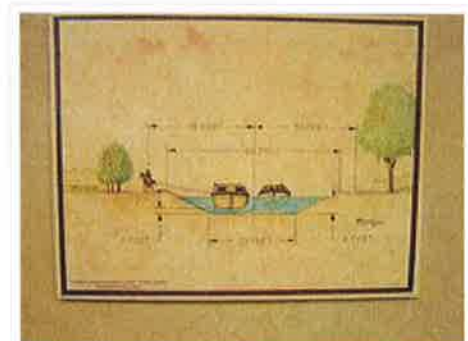
A restored section of canal in Delphi, Indiana.

Contents

- 1 Construction
- 2 Operation
- 3 Route
 - 3.1 Maumee River Section
 - 3.2 Wabash River Section
 - 3.3 Cross Cut Canal Section
 - 3.4 West Fork of the White River
- 4 Travel
- 5 See also
- 6 Notes
- 7 Additional Sources
- 8 External links

Construction

The United States Congress provided a land grant on March 2, 1827 for the canal's construction. On January 5, 1828, the Indiana General Assembly accepted the grant and appointed three commissioners.^[1] These commissioners concluded that the canal would have to extend into Ohio and petitioned that state to appoint a commission of their own. The state legislature approved the plan and new commissioners appointed. After several legislative battles begun by proponents of the railroad, the Indiana General Assembly approved the borrowing of



Canal design or prism

⑥ 1/2

Erie & Kalamazoo Rail Road

The Erie & Kalamazoo Rail Road was the first railroad completed west of the Allegheny Mountains.

In 1832, the territorial government of Michigan authorized a railroad to be built from Port Lawrence, Michigan, which is now Toledo, Ohio, to the mouth of the Kalamazoo River at Lake Michigan. The name of the railroad was to be the Erie and Kalamazoo Railroad, since, once completed, the line would essentially connect Lake Erie with the Kalamazoo River. Construction began in 1835, and in late 1836, the first portion of the line, thirty-three miles in length, opened. This first segment connected Toledo with Adrian, Michigan. Initially, horses pulled freight and passenger cars on the line, but in 1837, the first steam engine began service. The steam engine allowed passengers to make the trip between these two communities in approximately three hours.

With the arrival of railroads in Ohio during the late 1830s and the early 1840s, the popularity of canals began to decline. By the 1850s, canals were losing business to the railroads. Railroads had several advantages over the canals, which made the railroads much more popular. While railroads cost more to ship people and goods, they could deliver people and items much more quickly than the canals. Railroads also were not limited by a water source like canals were. As a result of these advantages, railroads quickly supplanted the canals.

Warning: getimagesize(<http://www.ohiohistorycentral.org/images/Erie-Kalamazoo-1916.jpg>)
[function.getimagesize]: failed to open stream: HTTP request failed! HTTP/1.1 404 Not Found
in /home/ohc/wwwroot/ohiohistorycentral.org/newui/entry_primary_image.php on line 27

Erie & Kalamazoo Railroad Map 1916

References and Suggested Reading

- Downes, Randolph. *History of Lake Shore Ohio*. New York, NY: Lewis Historical Publishing Company, Inc., 1952.
- Howe, Henry. *Historical Collections of Ohio in Two Volumes*. Vol. II. Cincinnati, OH: C.J. Krehbiel & Co., Printers and Binders, 1902.
- Ohio Writers' Project. *The Ohio Guide*. New York, NY: Oxford University Press, 1946.



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Lake Shore and Michigan Southern Railway

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The **Lake Shore and Michigan Southern Railway**, sometimes referred to as the **Lake Shore**, was a major part of the New York Central Railroad's Water Level Route from Buffalo, New York to Chicago, primarily along the south shore of Lake Erie and across northern Indiana. The line is still a major corridor, split at Cleveland by CSX and Norfolk Southern in 1998, and hosts Amtrak passenger trains.

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Lake Shore and Michigan Southern Railway



Lake Shore and Michigan Southern Railway (red) and New York Central system (orange) as of 1914

Locale	Buffalo, New York to Chicago
Dates of operation	1839–1914
Successor	New York Central Railroad
Track gauge	4 ft 8 1/2 in (1,435 mm) (standard gauge)

History

Early history: 1835-1869

Toledo to Chicago

On April 22, 1833 the **Erie and Kalamazoo Railroad** was chartered in the Territory of Michigan to run from Toledo on Lake Erie northwest to Adrian on the River Raisin. The Toledo War soon gave about 1/3 of the route to Ohio. Trains commenced operating, pulled by horses, on November 2, 1836, the horses being replaced by a steam locomotive, Adrian No. 1, in August 1837.

The **Buffalo and Mississippi Railroad** was chartered in Indiana on February 6, 1835 to run from Buffalo, New York to the Mississippi River. The name was changed February 6, 1837 to the **Northern Indiana Railroad**, which would run from the eastern border of Indiana west to Michigan City on Lake Michigan. Some grading between Michigan City and La Porte was done in 1838, but money ran out.

Around 1838 the state of Michigan started to build the Southern Railroad, running from Monroe on Lake Erie west to New Buffalo on Lake Michigan. The first section, from Monroe west to Petersburg, opened in 1839. Extensions opened in 1840 to Adrian and 1843 to Hillsdale. On May 9, 1846 the partially completed line was sold to the **Michigan Southern Rail Road**, which changed the planned

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canal act in February 1825, and the first spade of dirt was turned the following July 4. Because of local jealousies the legislators were not able to confine their plans to a single canal. Instead, provision was made for three canals connecting rivers flowing into the Ohio with those flowing into Lake Erie. By 1850, canals and rivers connected Cincinnati, Portsmouth, and Marietta on the Ohio with Toledo and Cleveland on Lake Erie.

Indiana leaders were intrigued by the idea of building a canal to connect the Wabash River, which reached the Ohio River at Evansville, with the Maumee River, flowing into Lake Erie at Toledo. It may have been the fact that this involved both Ohio and Indiana that led to efforts to obtain federal aid. In 1827 Congress voted to donate to Indiana a strip of land consisting of alternate sections five miles on each side of the proposed canal. The portion of the grant lying in Ohio was transferred to that state. The project was completed in 1845.

A canal to connect the Great Lakes and the Mississippi River by way of the Illinois River had been suggested by the French explorer Louis Jolliet. It was inevitable that such a canal should be proposed as a practical project during the 1820s when canal building was at the height of popularity. In 1827 Congress gave Illinois a grant similar to that made to Indiana to facilitate the building of this canal. Political and sectional bickering, however, delayed for a considerable period the start of construction.

The prospect of federal aid for internal improvements was shattered in 1830 when President Jackson vetoed a bill to provide federal funds to build a road in Kentucky between Lexington and Maysville. In his veto message Jackson indicated his opposition to lavish expenditures for internal improvements and recommended instead that the national debt be paid. Although there were grumblings of dissent, the veto was upheld. Henceforth federal appropriations for internal improvements were curtailed sharply. Partly as a result of this the national debt was paid, a surplus was accumulated in the

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1 Review

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ments and recommended instead that the national debt be paid. Although there were grumbings of dissent, the veto was upheld. Henceforth federal appropriations for internal improvements were curtailed sharply. Partly as a result of this the national debt was paid, a surplus was accumulated in the treasury, and Jackson approved a bill passed by Congress to distribute the surplus among the states in quarterly payments starting January 1, 1837.⁷ In anticipation of these funds many states adopted extravagant plans for the building of canals and railroads. Only seven states failed to contract debts for roads, canals, and railroads. State debts that had amounted to only \$12,790,728 in 1820 rose to \$170 million in 1837, a prodigious sum for the time.

Michigan was inevitably caught up in the mania for internal improvements. During the 1820s attention focused on the building of roads radiating out of Detroit into the interior, and work on these roads continued into the 1830s. Improvement of the Chicago Road in 1832, completion of the Territorial Road so that stagecoaches could operate over it between St. Joseph and Detroit by 1834, and construction of the Grand River Trail were matters of

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more immediate interest to the pioneers than plans for future canals and railroads. Nevertheless, enterprising businessmen were manifesting an active interest in railroad development. Up to 1837 the territorial and state legislatures had granted charters to no less than twenty railroad corporations, with an

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more immediate interest to the pioneers than plans for future canals and railroads. Nevertheless, enterprising businessmen were manifesting an active interest in railroad development. Up to 1837 the territorial and state legislatures had granted charters to no less than twenty railroad corporations, with an authorized capital of \$10 million.⁸ The first of these, the Pontiac and Detroit Railway Company, established by an act passed on July 31, 1830, was the first railroad chartered in the Old Northwest.⁹ This railroad, like the Ohio and Steubenville chartered by Ohio later the same year, never advanced beyond the charter stage. It was reincorporated as the Detroit and Pontiac Railroad in 1834, but not until 1838 did it begin to run trains between Detroit and Birmingham. The cars were pulled by horses at first, but a locomotive was brought to Detroit in 1839 and was placed in operation on August 16.¹⁰ Michigan's second railroad company was the Detroit and St. Joseph, which was incorporated in 1832. That the legislators were thinking about the possibility of a state-owned railroad system at this early date is indicated by a provision in the company's charter that gave Michigan the right to purchase the railroad at some later date at cost, plus 14 percent interest. Although this company was not in operation by the time Michigan was admitted to the Union, it had secured a right of way, had graded several miles beyond Detroit, had purchased a locomotive, a passenger car, wheels and iron for six freight cars, and had bought spikes and rails for thirty miles of track.

The most noted and successful of Michigan's pioneer railroads, however, was the Erie and Kalamazoo, which was incorporated on April 22, 1833. This project was initiated by pioneers of Adrian, which was separated from Toledo (then called Port Lawrence) by thirty-three miles of forest and swamp that became impassable in wet seasons even to ox-drawn wagons. If some better way to transport goods and passengers over this route could be found, Adrian and Lenawee County would clearly enjoy great advantages. But the promoters, emulating those in other states who were planning internal improvements, did not limit their vistas to the local area. They envisioned a railroad that would

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way to transport goods and passengers over this route could be found, Michigan and Lenawee County would clearly enjoy great advantages. But the promoters, emulating those in other states who were planning internal improvements, did not limit their vistas to the local area. They envisioned a railroad that would connect Lake Erie at Port Lawrence with the Kalamazoo River at Marshall or some other point. The nominal capitalization of the company was set at \$1,000,000, of which amount about \$100,000 was paid in, principally by six investors in Adrian and Port Lawrence. Construction was started at Port Lawrence and was completed to Adrian by the fall of 1836. Rails were made of white oak, and on top of them were nailed iron "strap rails" about five-eighths of an inch thick and two and a half inches wide. Unfortunately, these rails often came loose while a train was passing over them, and sometimes plowed up through the floor of the cars, endangering the passengers, who called them "snake heads."

On November 2, 1836, to the boom of cannon, the first car to run on this railroad departed from Port Lawrence and arrived safely in Adrian several

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hours later. Horses pulled the car and were driven tandem, with relays every four miles. It was the first railroad to operate not only in Michigan but anywhere in the country west of Schenectady, New York.¹¹ The passenger coach on the Erie and Kalamazoo was called a "pleasure car," a top-heavy affair with ornamental openings that made it look somewhat like a traveling chapel. Later, passenger cars were provided with benches along the sides, and an entrance

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On March 2, 1827, Congress provided a land grant to encourage Indiana to build the Wabash & Erie Canal. The original plan was to link the navigable water of the Maumee with the Wabash through the seven mile portage at Fort Wayne. Work began five years later on February 22, 1832, in Fort Wayne. Construction proceeded west as the canal reached Huntington by 1835, Logansport in 1838, and Lafayette in 1841. Work was also performed east toward Ohio, but the canal did not open to Toledo until 1843. A second federal land grant enabled the canal to reach Terre Haute by 1849.

At Evansville, 20 miles of the Central Canal had been completed north by 1839. The Wabash & Erie Canal was extended south in the late 1840's through the abandoned Cross-Cut Canal works to Worthington and then south following the old proposed Central Canal route. The connection with the Evansville segment was completed in 1853, forming the longest canal in the United States. By 1860, portions south of Terre Haute were closed and the process of decline continued northward. In 1876, the canal was auctioned off by the trustees; only 140 miles of the canal are still in use today.

The 468 mile long Wabash and Erie Canal, built between February 22, 1832 (George Washington's Birthday) and 1853, was the longest canal ever built in the Western Hemisphere. It is surpassed only by the Grand Canal in China, which was 1,200 miles long.

The intentions were to connect the Erie Canal with the Ohio River and to expand commerce to the west, thereby increasing trade, import and export of goods, and transportation.

Native timbers and sandstone were used to build the canal until after the turn of the century, when concrete was used. No pumps were used to move the water -- it was moved entirely by gravity.

The canal was 40 feet wide at the berm, 26 feet wide at the bottom, and 4 feet deep. The berm was 6' wide. The towpath was 10' wide and was used to pull the boats with mules and horses at a speed of 3-5 mph. Mules were usually used, as they were stronger animals. The ropes used to pull the boats by the mules were 3" in diameter and 100'-150' long.

The canal was usually built near a waterway, but sometimes it cut across dry land. Building a half mile section of canal could cost between \$500 to \$2000. A lock cost anywhere between \$5000 to \$8000, based on the costs of the cross-cut between Terre Haute and Point Commerce in Worthington. Canal engineers had to make trade-offs between longer sections or more locks. The costs depended on obstacles in the path of construction as to whether the canal prism had to be built above ground level, at ground level, or were cut deep below ground level. In the case of a lock, cost depended on the lock's lift, the availability of materials, and the type of lock: cut stone, rough stone lined with wood, or timber frame/timber crib.

For more comprehensive information, check out the Canal Kids website.

LAWS RELATING TO STATE LANDS.

There has been a general misapprehension of the nature of the title the State holds in lands appropriated and used in the construction, maintenance and operation of canals, feeders, reservoirs and basins of the State. It is deemed proper, that we should submit the statutory provisions affecting this question, with reasons for the legal conclusions controlling the determination of this Commission.

The eighth section of the act passed by the General Assembly of the State of Ohio, on February 4, 1825, entitled "an act to provide for the internal improvement of the State of Ohio by navigable canals " (see General Laws of Ohio, **vol. 23, pp. 56 and 57**), provided among other things:

SEC. 8. That it shall and maybe lawful for the said Canal Commissioners, and each of them by themselves, and by any and every Superintendent, Agent and Engineer employed by them to enter upon, and take possession of, and use all and singular any lands, waters, streams and materials necessary for the prosecution of the improvements intended by this act; and to make all such canals, feeders, dykes, locks, dams, and other works and devices as they may think proper for making said improvements ; doing, nevertheless, no unnecessary damage; and that in case any lands, waters, streams or materials taken and appropriated for any of the purposes aforesaid, shall not be given or granted to this State, it shall be the duty of the Canal Commissioners, on application being made to them by the owner or owners of any such lands, waters, streams or materials, to appoint by writing not less than three nor more than five discreet, disinterested persons as appraisers, who shall, before they enter upon the duties of their appointment, severally take an oath or affirmation, before some person authorized to administer oaths, faithfully and impartially to perform the trust and duties required of them by this act; a certificate of which oath or affirmation shall be filed with the Secretary of the Canal Commissioners, and it shall be the duty of said appraisers, or a majority of them, to make a just and equitable estimate and appraisal of the loss or damage, if any, over and above the benefit and advantage to the respective owners and proprietors, or parties interested in the premises so required as aforesaid, and the said appraisers, or a majority of them, shall make regular entries of their determination and appraisal, with an apt and sufficient description of the several premises, appropriated for the purposes aforesaid, in a book or books to be provided and kept by the Canal Commissioners, and certify and sign their names to such entries and appraisal, and in like manner certify their determination as to those several premises which will suffer no damages, or will be benefited more than injured by, or in consequence of the works aforesaid, and the Canal Commissioners shall pay the damages so to be assessed and appraised, and the fee simple of the premises so appropriated shall be vested in this State. Provided, however, that all such applications to the Board of Canal Commissioners, for compensation for any lands, waters, streams, or materials so appropriated shall be made within one year after such lands, waters, streams, or materials, shall have been taken possession of by the said Commissioners, for the purposes aforesaid.

The tenth section of the same act provides further:

That the said Canal Commissioners, or a majority of them, shall be, and they are hereby authorized to make application in behalf of this State, to the Congress of the United States, and the proprietors of lands through, or near which the said canals, or either of them, may be proposed to pass; to all bodies politic, or corporate, public or private; and all citizens or inhabitants of this or any other of the United States, for cessions, grants, or donations of lands, or money, for the purpose of aiding in the construction of both, or either of said canals, according to the direction of the several grantors or donors, and to take to this State, such grants and

conveyances, as may be proper and competent, to vest a good and sufficient title in the said State, to the lands so to be ceded, or granted as aforesaid.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio,* That sections two, three, four, and five of an act passed March 23, 1888, entitled an act to provide for a commission to establish the boundaries and lines of the canals, canal basins, reservoirs, etc., of the state, by an accurate survey by metes and bounds, together with maps and plats of the same, and to define and protect the boundary and titles of the state in and to all lands belonging to and connected with said canals, be and the same are amended so as to read as follows:

SEC. 2. Said commissioners shall employ surveyors to make said surveys, maps, and plats, with necessary assistants, and fix their compensation; and said maps and plats shall be made in conformity to instructions and plans prepare by the chief engineer of the public works, and when completed they shall be approved by him and said commission, by endorsement signed by them respectively.

SEC. 3. Each of said commissioners is hereby authorized to issue subpoenas for, and compel the attendance of such witnesses as they, or either of them, may think necessary in fixing said boundaries, or ascertaining any fact which said commission should ascertain in the discharge of its duties; and the testimony so taken, together with said maps, plats, and field notes of such surveys, and the report of said commission as to the boundaries of the lands belonging to the state of Ohio, with its findings in that behalf, shall be filed for preservation in the office of the board of public works; and upon any trial in any of the courts of this state, any of said findings, maps, plats, or surveys, which may in any manner relate to or have any bearing upon the subject-matter at issued, shall be taken and held to be competent [prima facie] evidence, of the truth of such findings, and the boundaries of said lands, and that the state of Ohio has the ownership of said land, or such an interest in it as may be therein stated; and a duly certified or sworn copy of such findings, plat, or map shall, when produced on said trial, have the same force and effect as the original from which it was taken would have under this section if produced on said trial.

SEC. 4. That in all cases where any land claimed by the state is in the possession and occupancy of any person, persons, or corporation claiming the ownership thereof, and such person, persons, or corporation shall appear before said commission and submit such claim or claims to the award and decision of said commission for the purpose of determining the boundary line of said land or the ownership thereof, said commission may make an award and decision thereon, which, shall be final and conclusive as to all the parties thereto having notice and not under legal disability.

SEC. 5. That each and every tract of land which said commission shall find to be the property of the state of Ohio, and which in the opinion of said commission, the board of public works and its chief engineer, shall not be deemed necessary for the actual use, efficiency, and operation of the canals of said state, or either of them, shall be valued by said commission at its true value in money, and if such land shall not be then under all existing lease, or if to let, then at the expiration of such lease, said land may be leased or let on the terms and conditions hereinafter provided for.

SEC. 6. That if such land is not in the possession of any person, or persons, or corporation having a building, buildings, or other valuable structures thereon, it may be immediately let or leased for fifteen years, at an annual rent of six per cent. per-annum on said valuation, to be paid semi-annually, in advance, and at such place as said Commission, board of public works and its chief engineer may fix by the terms of said lease. Any tract of land so to be valued or appraised, if in the actual possession of any person, persons, or corporation who may own a building or buildings, or other valuable structure thereon, such valuation shall not embrace the value of such building, or buildings, or other valuable structure, and the person, or persons, or corporation owning the same shall be entitled to such a lease of said land or lands upon the same terms and conditions as any other person or corporation would or might be entitled to under this act if there were no building or buildings, or other valuable structure upon said land; provided always, however, that each and every building or other valuable structure erected thereon by any person, or persons, or corporation may be taxed as other property of individuals or corporations in the same locality.

SEC. 7. That if the person, or persons, or corporation owing or claiming to own a building or other valuable structure on any land as aforesaid, found to be the property of the state of Ohio, shall not, within ten days after such finding and notice thereof, apply for a lease thereof and enter into a lease therefor, as herein provided, then the right of such person, or persons, or corporation to such a lease shall cease and from thenceforth be void; and said commission shall give a public notice by advertisement published for at least two consecutive weeks in some newspaper printed and generally circulated in the county where such land is situated, that it will lease such property upon the terms herein provided for, and it may, subject to the conditions of this act, so lease said land on the day so named in such notice, or any day thereafter ; but if said commission shall find that said building, or buildings, or other valuable structure are not the property of the state of Ohio, the owner or owners may, with the assent of said commission, and on or before a day fixed by them, remove said building, or buildings, or other valuable Structure from the land of tile state, if such removal can be accomplished without injury to said land.

SEC. 8. That all leases to be made under the provisions of this act shall be prepared by the attorney-general of the state, and each lease shall contain a condition that if any installments of rent, therein agreed to be paid, shall Dot be paid at the time specified, or within ten days thereafter, whether a demand therefor shall or shall not be made, said lease shall, at the option of the board of public works, become and be null and void as against the state of Ohio, and that the lessee so in default, his heirs, or assigns, or any party in possession of such demised premises, shall yield up the possession thereof to said board of public works or its authorized age-it, and the same shall thereupon be leased to any person, or persons, or corporation upon tile same conditions as herein provided for in other cases.

SEC. 9. That if said commission shall find that any person, or persons, or corporation is unlawfully in possession, use, or occupation of any land belonging to the state of Ohio, or has taken, carried away, or in any manner injured the whole or any part of any canal lock, or weigh lock, culvert, aqueduct, or canal bridge, or any of the abutments thereof belonging to said state, or any of the materials used in the construction of any such lock, culvert, aqueduct, or canal bridge, or any of the abutments thereof belonging to said state, it shall direct the attorney-general, and it is hereby made his duty, to bring a civil action or civil actions to recover the possession of such land, or damages for the property so taken, carried away, or injured, and any person or persons who may have advised or unlawfully aided any other person or persons to injure said property or take it or carry it away, may in every such action be made a co-defendant with the person or corporation who so took, injured, or carried away said property, and such a joint or several judgments may be had therein against him in such action as may be right and property herein. And any suitor suits authorized to be brought by this act maybe commenced in the county where such property is situated, or in Franklin county.

SEC. 10. The commission appointed by this act, and the board of public works and its chief engineer may under such rules, regulations, and conditions as to semi-annual payment of rent and otherwise, lease or let to any person or persons or to any corporation organized under the laws of this state, any tract or parcel of land, not exceeding forty acres, owned by this state, along any canal or in any of the reservoirs or canal basins of the state, for the purpose of digging or boring therein for gas and to be conveyed or transported therefrom, the gas found thereunder, such, lease to be granted for a period not exceeding ten years, and the lease therefor shall be prepared as in other cases herein provided for, with like stipulations, provisions, and conditions, except as to the amount of the rent to be paid. But no lessee or lessees, or his or their assignee or assignees shall have any power to fill up any part of the land so leased, or in any manner to obstruct navigation therein, and no such lease shall be granted or given unless in tile opinion of the said commission, board of public works, and chief engineer, the use of the land so leased would not materially injure or interfere with the navigation of any of the canals of this state.

SEC. 11. Any land or lands belonging to the state of Ohio, near or remote from the line of any canal in this state, that cannot be leased so as to yield six per cent. on the valuation thereof, as determined by said commission, may be sold by said commission at not less than three-fourths of such valuation, upon such terms of payment as may be fixed by the commissioners of the sinking fund, and such land shall be offered for sale at

public vendue, at the court house in the county where the same is situated, after at least thirty days' notice given by publication in two papers of opposite politics, of general circulation in such county; provided, however, that such land or lands, shall not be sold or offered for sale unless the said commission, board of public works, and the chief engineer of the board of public works shall have, by a majority vote in joint session, determined that such land or lands are not necessary or required for the use, maintainance, and operation of any of the canals of this state.

SEC. 12. That sections two (2), three (3), four (4), and five (5), of the aforesaid act, by this act amended, be and the same are hereby repealed; and this act shall take effect and be in full force from and after its passage.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That section eleven (11) of all act to amend the act passed _-March 28th, 1888, entitled "an act to provide for a commission to establish the boundaries and lines of tile canals, canal basins, reservoirs, etc., etc., of the state, by an accurate survey by metes and bounds, together with maps and plats of the same, and to define and protect the ownership and titles of the state in and to all lands belonging to and connected with said canals," and to repeal section eleven (11) of the act so amended.

SEC. 2. Any land or lands belonging to the state of Ohio, near or remote from the line of any canal in this state, that can not be leased so as to yield six per cent. on the valuation thereof, as determined by said commission, may be sold by said commission at not less than three-fourths of such valuation, upon such terms of payment as may be fixed by the commissioners of' the sinking fund, and such land shall be offered for sale at public vendue, at the court house in the county where the same situated, after at least thirty days' notice given by publication in two papers of opposite politics, of general circulation in such county; provided, *however that said commission, together with the governor and attorney-general of the state of Ohio, shall have power to sell any such land or lands at private sale, at a price not le88 than the appraised value thereof; the governor to execute deeds to purchasers of any such, lands, whether sold at public or private sale; provided farther*, that such land or lands shall not be sold or offered for sale unless the said commission, board of public works, and the chief engineer of the boar d of public works shall have, by a majority vote in joint session, determined that such land or lands are not necessary or required for the use, maintenance and operation of any of the canals of this state.

SEC. 3. That said section eleven (11) of the aforesaid act, by this act amended, be and the same is hereby repealed; and this act shall take effect and be in full force from and after its passage.

And we find that under the power granted to the Canal Commissioners under the eighth section of the law, they appropriated and actually used several tracts of laud in constructing the improvements, that is to say, "the canals, feeders, dykes, locks, dams and such other works and devices" therein provided for, leaving the owners of the several tract3 of land so appropriated and used the right to seek, in accordance with its provisions, the damages to which they might think themselves respectively entitled to have, by such appropriation and use.

Some of these persons resorted to that method for satisfaction of such damages, while others not only abstained from doing so, but in common with others, in response to the solicitations authorized to be made to them by the tenth section of the act referred to, actually donated land remote as well as contiguous to the canal and improvements provided for, in order to aid in their construction.

There are several instances in which there are not now any written evidences of these donations having been made; but no written evidence of any such donation was necessary to perfect or evidence the title of the State to any tract of laud appropriated and used for any of the purposes indicated, where the improvements, or any of them provided for by law, were actually made upon any such tract of land,

It is, however, now claimed by interested parties, that by the abandonment or non-user of a canal or canal basin or feeder by the State, the land upon which it was constructed thereby reverts to and becomes vested in its former owner or his heirs, upon the same principle and for the same reason that land across or over which an easement for a public highway had been appropriated, where such public highway had been vacated after its

appropriation for that purpose would revert; but there is no just analogy between the cases referred to, as we shall presently attempt to show.

Those persons who set up the claim that the land so reverts, predicate the claim upon the following proposition

1. That the State never obtained a deed of conveyance for the land from its former owner.

2. That the original owner made a deed of conveyance for the land and inserted a condition therein, that upon the abandonment or non-user of the land for the purpose for which it was appropriated, it should revert to him.

It will not be questioned that the General Assembly of the State of Ohio had not, at the time it passed the act referred to (Feb 4, 1825), under its constitutional grant of legislative power, in the constitution of 1802, full and ample power, under the right of eminent domain, therein provided for, to authorize the appropriation and use of the land, used in the construction of the "Canals and devices," in the manner and by the means, used for the purposes indicated in the act alluded to.

We also think that it cannot be doubted, that it had the power to provide that the land so appropriated and used, should by such appropriation and use become the property of the State, in *fee simple*, as provided in the act, without the formality of receiving a deed of conveyance therefor.

Indeed, if it were a proper occasion for doing it, and necessary to do so, we should confidently claim that it is only by virtue of the positive law of the State that any man's title to land should be given or granted by a deed of conveyance, or written instrument, or evidenced by it; but let it be as it may upon that subject, we confidently repeat that the State of Ohio had the power, which it exercised, of providing for the appropriation of the land for the purposes stated, and that by such appropriation and use the *fee simple* thereof should be vested in the State.

If, then, by force of such proceeding the fee simple of the land became and was *vested* in the State, it must have followed that the owner of the land became and was thereby *divested* of his title thereto.

This seems to follow as a necessary consequence; and if it be such, the former owner had no legal title to the land which could by any legal possibility revert to him from the abandonment or *non-user* of the "works or devices," constructed upon the land by the State, which formerly belonged to him, but of which he became and was divested in the manner and by the means pointed out in the act; and there is no analogy between this case and a case where a public highway has been located across or over the land of a private owner, where such highway afterwards becomes abandoned or vacated; for in the case of a public highway so located, the public only take an *easement* on the land so used, while by force of the act of 1825, hereinbefore referred to, the State took the *fee simple* in the land used by it.

Now, while this may be admitted to be true as to land appropriated under the first mentioned act, but not conveyed to the State of Ohio, it is confidently claimed by some interested persons that where land was conveyed to the State by a deed of conveyance for the purposes indicated, but such deed contained a condition therein written, that upon the non-user or abandonment of the works or devices constructed upon it, the title thereto should revert to the person who conveyed it, or his heirs.

If this unjust claim can be tolerated, or is well founded, it would necessarily follow that all a person would have to do to defeat the object of the law and its settled policy, would be to execute a deed of conveyance to the State for the land with such a condition in it and have it recorded. But we think that it was the policy of the law to avoid the necessity of any written conveyance whatever, and trust to the notoriety of its use and occupancy of the land, with the tradition of its use and ownership and the evidence thereof for its title. The law, however, studiously avoided requiring any written evidence of a conveyance from the owner of such land; nor did it authorize any person to accept such a deed, and the State not having been named in any of the laws requiring the execution or delivery of a written conveyance for land; and it could well take and hold the lands in *fee simple* which were by it taken and used in accordance with the provisions of the act hereinbefore alluded to.

It therefore follows, that if such a written conveyance, as we have described, was ever made, it could not change or vary the legislative provision on that subject. nor could the acceptance of such a deed by any officer of the State, of Ohio, bind the State, or control or defeat its settled policy in that respect.

The policy of the law of this State, as is clearly indicated by its legislation, was to vest the fee of the land in the State, and divest its former owner thereof by its appropriation for the uses and purposes named, and having been so vested it cannot be divested, except by positive legislation bad for that purpose.

In arriving at this conclusion, we have not been unmindful of the existence of the fourth section of the act of February 7, 1826 (O. L., vol. 24, page 59), which provides that " all conveyances of land and lots given, granted or ceded to the State or purchased by the Canal Commissioners, *in aid of and for the benefit of the canal fund* shall be made to the State of Ohio, and be by the commissioners deposited in the office of the Secretary of the State. "

The lands referred to in this s-section may well be supposed to be land remote or contiguous to the canals donated to the State, or purchased by it for speculative purposes, to aid in the construction of the canal or devices mentioned; and in allowance with its provisions, deeds of conveyance have been made to the State for lands quite remote from

the public works, whose construction these conveyances were intended to aid, by using the purchase money arising from their sale by the State. Some such provision for a conveyance, and a conveyance under it was necessary to vest the fee of such land in the State, so that the State might sell it in aid of and for the benefit of the canal fund ;" but no such muniments of title was necessary where the lands appropriated by the State, by the actual construction of the public works upon them, for the statute implicitly made use of the land for such purpose, evidence of its ownership and full and ample notice to all persons of that fact.

The provisions of the tenth section of the act referred to, and herein commented upon, are, so far as the State is concerned, in laud appropriated and used by it for the construction of the public works thereon ' merely permissive, and do not implicitly or otherwise repeal the eighth section of the act of February 4, 1825, first mentioned.

AUTHORITY.

The Canal Commissioners, while constructing the canals, held that the State's title became absolute on the occupation of the land, and they were not only men of great business capacity, but among them were eminent jurists like Hon. Benjamin Tappan.

The Supreme Court of the State gave judicial sanction to the same construction in the reported case of Malay vs. The City of Toledo.

When the city of Cleveland acquired the Ohio Canal, within its limits, a commission was created with duties and powers like those devolved on this Board. Hon. Luther Day and Hon. Charles E. Pennewell, gentlemen of eminence alike at the bar and on the bench, with the city engineer, constituted the commission, and they adopted the same doctrine here insisted upon, and after contest their report was confirmed in the Court of Common Pleas, and re affirmed in the District Court.

The uniform tend of legislation as to abandoned canal property shows that the legislative department entertained the same opinion as to the State's title, and that this title in fee simple can only be surrendered by authority of positive legislation.

Toledo War

From Wikipedia, the free encyclopedia

The **Toledo War** (1835–1836), also known as the **Michigan-Ohio War**, was the almost entirely bloodless boundary dispute between the U.S. state of Ohio and the adjoining territory of Michigan.

Originating from conflicting state and federal legislation passed between 1787 and 1805, the dispute resulted from poor understanding of geographical features of the Great Lakes at the time. Varying interpretations of the law caused the governments of Ohio and Michigan to both claim sovereignty over a 468 square mile (1,210 km²) region along the border, now known as the **Toledo Strip**. When Michigan sought statehood in the early 1830s, it sought to include the disputed territory within its boundaries; Ohio's Congressional delegation was in turn able to halt Michigan's admission to the Union.

Beginning in 1835, both sides passed legislation attempting to force the other side's capitulation. Ohio's governor Robert Lucas and Michigan's 24-year-old "Boy Governor" Stevens T. Mason were both unwilling to cede jurisdiction of the Strip, so they raised militias and helped institute criminal penalties for citizens submitting to the other's authority. The militias were mobilized and sent to positions on opposite sides of the Maumee River near Toledo, but besides mutual taunting there was little interaction between the two forces. The single military confrontation of the "war" ended with a report of shots being fired into the air, incurring no casualties.

In December 1836 the Michigan territorial government, facing a dire financial crisis, surrendered the land under pressure from Congress and President Andrew Jackson and accepted a proposed resolution adopted in the U.S. Congress. Under the compromise Michigan gave up its claim to the strip in exchange for its statehood and approximately three-quarters of the Upper Peninsula. Although the compromise was considered a poor outcome for Michigan at the time, the later discovery of copper and iron deposits and the plentiful timber in the Upper Peninsula has offset Michigan's losses.

Toledo War	
	
Map of the "Toledo Strip", the disputed region	
Date	1835–1836
Location	Ohio, Michigan
Result	Ohio gains control of the Toledo Strip after Michigan cedes it in order to become a state Michigan gains the rest of the Upper Peninsula
Territorial changes	Toledo Strip
Belligerents	
State of Ohio	Territory of Michigan

Contents

- 1 Origins
- 2 Creation of the Toledo Strip
 - 2.1 Economic significance
- 3 Prelude to conflict
- 4 War
 - 4.1 Presidential intervention

the city of Maumee, Ohio

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Historical Landmarks

Wolcott House



The Wolcott House Complex contains seven 19th century buildings. The only structure original to the site is the Wolcott House which evolved from a one and a half story log house to a magnificent two story, 14 room Federal style "mansion" between 1827 and 1836. The Wolcott House was built by James Wolcott, a Connecticut entrepreneur and his wife, Mary

Wells, the daughter of noted Indian scout, William Wells and grand daughter of the great Miami Chief, Little Turtle. The house overlooks the Maumee River where Wolcott's shipbuilding and wholesaling activity took place. Wolcott was an early mayor and community leader in Maumee. Additional buildings relocated to the site include the Ohio saltbox farmhouse built by Jarvis Gilbert in 1841, which interprets 19th century farm life; an 1850 log house which once overlooked the Miami Wabash Canal; an 1880 railroad station with box car and caboose; a 1901 Gothic style country church and a c.1840 Greek Revival townhouse which houses the museum gift shop. All buildings are authentically furnished. Click here to go to the Wolcott House Museum web-site.

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Fallen Timbers Battleground

In the summer of 1794, U.S. forces under Major General Anthony Wayne moved north from Greenville to force a confrontation with a confederacy of Native American warriors over control of the Northwest Territory (today comprising the states of Ohio, Indiana, Michigan, Illinois & Wisconsin). In ending the American Revolution, the Treaty of Paris of 1783 permitted the British to continue to occupy this area until the U.S. settled its differences with the Native American groups who had supported the British in that war. Between 1784 and 1790, the U.S. failed to reach a negotiated settlement and in 1790 and 1791 had suffered military defeats at the hands of the Indian army.



Appointed Commander-in-Chief in 1792, Wayne raised and trained a reorganized army known as the Legion of the United States. By the fall of 1793, he had moved the Legion from Fort Washington (Cincinnati) to Greenville, its winter camp. In July of 1794, the Legion of the United States and units of the Kentucky militia began a march to the Miamis (Maumee) Valley, the refuge of the Indian Confederacy. Among the officers of the Legion were General James

Wilkinson, Lt. William Henry Harrison, Capt. William Clark (later joined by Meriweather Lewis), William Wells, Chief of Scouts and Zebulon Pike. The Native confederacy was lead by Little Turtle (Miami), Blue Jacket (Shawnee), Little Otter (Ottawa), Crane (Wyandot) and Buckongehelas (Delaware). Also present was Tecumseh. By mid-August, the warriors and their families had retreated to the lower rapids of the Maumee and were preparing to make a stand near the newly built British military post, Fort Miamis.

Wayne arrived at Roche de Bout on August 18th and the next day constructed a small post (Camp Deposit at Waterville). On the 20th, a cloudy, humid Wednesday morning, Wayne began his march down river about 7:00 a.m. The Legion was arrayed in three parallel columns; each separated by at least 200 yards. The left and right columns each consisted of two Sub-Legions of infantry while the center contained Wayne's headquarters, the artillery, and elements of the Light Infantry and Dragoons. The spare ammunition, necessary baggage, and provisions for three days were also in the center column. Each flank of the army was screened by a Legion rifle company and mounted militia also guarded the left flank. Two companies of infantry served as a front guard and these were preceded by 150 mounted Kentucky militia. The 700-900 Legionnaires were augmented by about 1500 Kentucky militia. The advancing army formed a front about .5 mile wide as it marched through the uplands, parallel to the valley of the Maumee.

After marching about four miles, "a little after 8", the advance units of Wayne's army struck the center of an ambush line of 900-1100 warriors arrayed along a front nearly one mile wide. From the edge of the bluffs above the river the following tribes were represented, respectively: Chippewa, Ottawa, Pottawatomi, Shawnee, Delaware and Mingo (later, "Ohio Seneca"), Wyandot and 60-100 British rangers/militia. The U.S. advance was overwhelmed and driven back more than 500 yards and through the front of the main army, which began to organize itself into a battle line. As the columns of infantry marched on to the battlefield and displayed into "line of battle", Light Infantry companies, later reinforced by Rifle companies, were sent forward to establish a skirmish line some 160 yards in front of the main line. On the right, Gen. Wilkinson formed his two Sub-Legions into a single battle line some 800 yards wide. On the left, Col. Hamtramck ordered his two Sub-Legions to form two parallel lines. In the center, artillery companies opened fire with exploding shells, then switched to grape shot as the warriors continued the attack.

The skirmish line slowed the attacking warriors, who sought cover in an area of fallen timbers and began a harassing fire. They continued to press the attack and attempted to flank the skirmishers. A fierce fire-fight, developed and the warriors were able to force the skirmish line to fall back at least 80 to 100 yards, bringing the main battle line under fire. Captain Robert MisCampbell was ordered to flank the warriors, but instead rode through Wilkinson's line, into the fallen timbers and met his death.

At about the same time, the Legion charged and immediately turned the tide of battle. The warriors were quickly driven from the fallen timbers and forced to flee through the woods towards their villages and the British post downstream. The Legion and militia pursued their enemy for about a mile, then halted and reorganized. The men were issued 1/2 gill of whiskey and stood in formation for four hours while a campsite was selected.

In the battle of Fallen Timbers each side lost less than 100 men. However, the failure of the British Army to use its artillery in support of their allies, broke the spirit of the Indian Confederacy which had, up to this point, successfully resisted US encroachment of their lands. Within a year, at the Treaty of Greeneville, the Native tribes had ceded all of southern Ohio as well as several strategic areas in other parts of the Old Northwest. The withdrawal of the British under the provisions of the 1796 Jay Treaty, removed the possibility of future support for the tribes, and guaranteed eventual US control over the area north of the Ohio River.

Click here to go to the [Metro Parks Fallen Timbers Website](#).

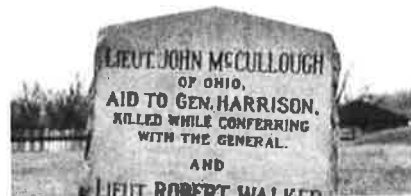
Canals/Locks



On the main line of the canal from Providence to Manhattan there were nine locks each of which provided for raising or lowering boats. Their height varied from five to eight feet. All these locks were built of stone quarried at Marblehead on the Sandusky Peninsula, and brought in by lake ships. At Maumee, Toledo and Manhattan there were side cuts, or branch canals, which enabled boats to lock into the Maumee River. The side-cut at Maumee, running through what is now Side-Cut Park, was two and a half miles long and required six locks to reach the river level.

There was more to canal digging than merely shoveling dirt. The line had first to be grubbed and cleared. This meant that all brush had to be cleared out, trees felled and the stumps pulled or blasted out. Digging with pick and shovel and wheelbarrows could then begin, but great care had to be taken to make the banks solid and secure. This meant that there should be no rubbish or loose dirt in any bank, and that all brooks should be made to drain away or be led under the canal by culverts. This was highly important because heavy rains could easily lead to undermining or washing away weak bank construction. One bank, of course, had to be specially prepared for the towpath. Finally, it was necessary to line or "puddle" the entire canal bed with clay to prevent erosion.

Fort Meigs



It was the winter of 1813 and the United States was losing the war. The invasion of Canada had been turned back, with two American armies destroyed in the Northwest. Brigadier General William Henry Harrison, American commander in the Northwest, desperately tried to pull together the men and supplies needed

to stop the British and Indians from capturing Ohio and Territories of Indiana, Illinois, and Michigan.

Harrison decided to build a fortified camp to protect his men and supplies until he was ready to move north.

Harrison planned two expeditions in these early months. In February he sent a detachment to attack a large party of Indians at Maumee Bay, the site of what is now Toledo, but the Indians left before the men got there. An expedition set out in March across frozen Lake Erie to destroy British supplies and ships at Fort Malden. (photos by Jennifer L. Pauken)



Turkey Foot Rock

The legend of Turkey Foot Rock is among the oldest in early Maumee Valley history.

Against the advice of Chief Little Turtle of the Miami, who counseled that resistance was futile, the Indians engaged in combat with General "Mad" Anthony Wayne on the morning of August 20, 1794.

According to legend, Chief Turkey Foot rallied his warriors from a large boulder on the battlefield in the very midst of heavy fighting. He was struck and killed by an American rifle shot while he was standing on the rock. The Indians retreated.



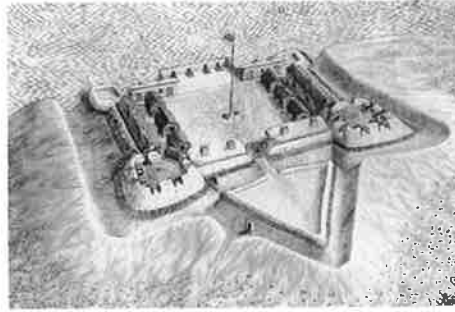
For many years afterward, as the story goes, Indians passing through the valley paused to burn their sacred tobacco at the site in tribute to Chief Turkey Foot's bravery. Some left offerings of dried meat, grain and trinkets. Many of the mourners carved inscriptions in the limestone boulder.

By 1840, most of the Indians were gone from the Valley, but the rock was already acquiring significance as a historical relic to the settlers of this area of the Maumee River. It was not until the 1880's however, that an effort was made to appropriately mark and preserve such landmarks as Fort Meigs, Fort Miamis, Fallen Timbers Battleground, and Turkey Foot Rock.

Fort Miamis

The Maumee River goes around another bend where it finally comes across Fort Miamis, the first established fort on the Maumee River. The fort was originally built by the British on the possible site of a trading post. Eventually the British took control and transformed it

into a fort during the Indian Wars of the early 1790's. It was used to protect the British troops, along with their allies, the Indians. It is located on the north bank of the Maumee River, within the city of Maumee, a mile from Toledo.



On August 20, 1794, however, General "Mad Anthony" Wayne defeated the Indians at the Battle of Fallen Timbers, and the British refused to let the beaten Indians into the fort. With no where else to turn, the Indians were forced to sign the Treaty of Greenville on August 3, 1795, setting the stage for eventual statehood. The British eventually surrendered Fort

Miamis to the United States in 1796, and it is now a city park, where a recent archeological dig discovered some remnants from the original Fort Miamis.

Dudley's Massacre

It was on the fifth of May that the Americans suffered a particularly bloody and unnecessary defeat known as "Dudley's Defeat."

The defeat, also known as "Dudley's Massacre," involved military brilliance and bungling, cowardice and bravery, and a manifestation of the violence that often accompanied life in America's early days.

It occurred during the first siege of Fort Meigs during the War of 1812.

On the night of May 4, 1,200 reinforcements, consisting mostly of new Kentucky recruits under the command of General Green Clay, neared the fort. Harrison sent instructions to Clay to send a detachment of 800 men to surprise-attack the British batteries at dawn the following morning.

The objective was to spike the cannons, rendering them useless, and hurry to the safety of Fort Meigs before British reinforcements could arrive from Fort Miamis, which was just downriver (about the 1800 block of River Road at Michigan Avenue, today).

The detachment, led by Colonel William Dudley, attacked the British battery at dawn, carrying out their mission successfully. However, the events that followed led ultimately to Dudley's defeat.

Instead of returning to the fort as planned, the raw recruits, exhilarated by their success, pursued some straggling Indians into the forest ("every Kentuckian is crazy at the sight of an Indian," the old history books say). Dudley and his officers tried vainly to stop them but were futile in their efforts and joined in the fray.

The trap had been set. For the Americans to pursue them into the forest was exactly what the Indians wanted. Once they had reached an area where the Maumee Library now stands, the British and Indians counterattacked.

A fierce battle ensued, lasting several hours. The Americans attempted to retreat toward the river but found themselves cut off

When the battle was over, about 220 of Dudley's men lay dead, while 350 were captured. About 200 managed to make their way across river and back to Fort Meigs. Colonel Dudley was killed during the battle and scalped.

All that remains as reminders of the carnage that took place in May of 1813 are the preserved sites of Fort Meigs and Miamis, and a historical marker in front of the Maumee Library on River Road that reads:

DUDLEY'S MASSACRE

Here on May 5, 1813
Colonel Dudley's troops spiked the
British artillery besieging
Fort Meigs; but in the exhilaration of
Victory they were led into ambush
Where over 600 was lost.

Giannos (fka Plantation Inn, The Commercial Building, Governor's Inn, Linck Inn)

Giannos Restaurant located at 301 River Road, is in the heart of the historic district. Built in 1836, by Levi Beebe, The Commercial Building is the oldest commercial structure in Lucas County. Originally, The Commercial Building was a center of community activity, housing law offices, a post office, a public meeting room, plus several mercantile establishments. In the 1830's, commercial activity was at an all time high in Maumee. The main stagecoach route between Detroit and Fort Wayne ran by the front door of the



Inn, and only a few feet away, stretched docks and warehouses where ships arrived and departed several times a day. The introduction of larger steamships forced the center of activity to nearby Toledo ports, thus dashing Maumee's hopes of becoming a major river port. In 1840, Maumee was designated the seat of Lucas County, and The Inn, only a block away from the courthouse, was a natural gathering place of lawyers and other local dignitaries.

Rutherford B. Hayes was one such attorney who frequented The Inn. In 1837, The Inn was the gathering point for the purpose of organizing the Lucas County Whig Party. Such prominent citizens as James, David and Jesup Scott, George Knaggs, James Wolcott, Horatio Conant, and Levi Beebe were among those who responded to the call. In 1852, the county seat was moved to Toledo and Maumee's hopes of becoming a great city waned. According to legend, a tunnel leading from the Maumee River to the cellar of The Inn was used as a stopping point for the Underground Railroad. Later, this same route was said to be used during prohibition to bring illegal alcohol in from

Canada. As a young attorney, Abraham Lincoln is said to have stayed at The Inn. Another man, destined to become a U.S. president, who is said to have stayed at The Inn, is Ulysses S. Grant. After the turn of the century, the building fell on hard times and had a succession of owners. In 1951 Donald Buckhout purchased the building and operated it as The Old Plantation. In 1973, The Inn was designated an Ohio Historic Landmark, and eventually was placed on the National Register of Historic Places.

House of 4 Pillars

The Greek Revival home at 322 East Broadway known as the House of Four Pillars, was built c. 1835. During the pre-Civil War era the house reputedly provided refuge for fugitive slaves who made their way to the Maumee River and through a deep ravine which led to the basement. Arthur Henry, editor of the Toledo Blade and his wife, Maude, a pioneering woman reporter, owned the house briefly in the 1890's. A famous visitor to the house during the Henry's residency was Theodore Drieser who reportedly wrote the first chapters



of his controversial novel, *Sister Carrie*, during his stay. During the early 20th century, the house was owned by John Ormand, a Toledo attorney and Maumee civic leader, who was instrumental in bringing the Carnegie Library to Maumee. After Ormand's death, the house sat empty for several years and fell into disrepair. It was restored to its present grandeur by the William M. Hankins family in the 1950's. The house is on the National Register of Historic Places.

Maumee Historical Districts

Maumee is fortunate to have two historic districts listed on the National Register of Historic Places. One is a residential area located west of Conant Street. Many fine examples of early architecture dating from the Greek Revival style of the 1840's to late Victorian and early 20th century may be found both within and adjacent to the district. Many buildings east of Conant Street are individually listed on the register or are designated by the Maumee Valley Historical Society. These include the Forsythe-Puhl House, c. 1827, home of Maumee's first mayor; the Isaac Hull House, c. 1830's; Union School 1875; House of Four Pillars, c. 1835; First Presbyterian Church Chapel, c. 1837; St. Paul's Episcopal Church, 1841; Linck Inn, 1836; and Wolcott House, c. 1830.



A commercial district extending along Conant Street and the Anthony Wayne Trail is also listed on the National Register and includes the first block of W. Wayne Street. Excellent

examples of early storefront architecture dating from the 1870's to the early 19th century have been well preserved and still house retail operations. The earliest building, a simple frame Greek Revival, is located on W. Wayne Street.

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» Anthony Wayne Trail-What Is Buried Underneath?

Anthony Wayne Trail-What Is Buried Underneath?

At one time the current main artery into downtown Toledo running northwest and southeast known as the Anthony Wayne Trail was known as the Wabash and Erie canal. After the great floods in Ohio of 1913 did great damage to the states canal system the canals were abandoned and finally filled in and paved over as in the case of the Anthony Wayne Trail. Back in those days people did not think about the type of material that was used to fill in swamps,ponds,marshes or any other body of water that was deemed useless. My question is:What was the Wabash and Erie filled in with? Love Canal in New York is the first thing that comes to my mind. Love Canal was another canal that was filled in with toxic chemicals that resulted in numerous illnesses in people who lived on or near the land that was filled in. As a lifelong resident of South Toledo I have wondered for years what is buried underneath the Anthony Wayne Trail. There have been many people in the area of the Trail and Western and the Trail and South who have died of various forms of cancer. So many that I think it should warrant an investigation by the EPA as to what is under there. Toledo has had many chemical waste producers throughout the years. The first one that comes to my mind is the old Allied Chemical on Glendale where Wal-Mart is now located. I have been going to the Main Library in downtown Toledo for the last several months trying to find some answers as to what was used to fill in the Wabash and Erie. As soon as I find some answers I will follow up.

created by sarge on Dec 11, 2008 at 02:42:58 pm **Comments: 7**[print](#) [source](#) [versions](#)

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I never thought of it. But I find it very interesting to know. I remember the stories from my Grandfather that the Irish workers built it. Any old Irish families that may know the history? Would the city of Toledo have plans on it?

posted by ToledoLatina on Dec 11, 2008 at 03:20:00 pm #

Al Capone? Small business hopes and dreams?
I bet both are there.

posted by hockeyfan on Dec 11, 2008 at 05:17:40 pm #

I guess it would depend on the year it was filled in.

posted by Linecrosser on Dec 11, 2008 at 05:24:43 pm #

My neighbor (who is 87) says that it was still filled with water when she was a girl. There were footbridges over it. She said that she heard that drunks would occasionally fall off the bridges while trying to get across, and drown.

posted by [oldsendbrdy](#) on Dec 11, 2008 at 05:50:45 pm #

Natural selection at it finest.

posted by [Linecrosser](#) on Dec 11, 2008 at 06:01:17 pm #

I put in the sanitary sewer main along the trail in waterville, the dirt was full of low class artifacts, some indicating residential dumping or perhaps canal traffic dumping. ceramic smoking pipes with various length stems.

posted by [prime3end](#) on Dec 11, 2008 at 06:32:04 pm #

i hope you are finding answers on this - interesting question. the canals had a surprisingly short useful life span. the branch going all the way up to manhattan (near detwiler park) was used only for 10 - 20 years. by the civil war trains had made the canals almost obsolete but it took decades for them to abandon and then even longer for them to fill the canals. they became cesspools especially near the erie street market, stinky and disease ridden.

posted by [enjoyeverysandwich](#) on Dec 13, 2008 at 04:56:07 pm #

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[Volunteer App](#)

[Municipal Code](#)

[Waterville Charter and Ordinances](#)

[Historic Overlay District Map](#)

[Fines, Fees & Deposit Schedule](#)

[Employment](#)

No positions available at this time.

[Employment Application](#)

[Gov't Related Links](#)

[Information on the US 24 Project](#)

[State of Ohio](#)

[Lucas County](#)

[Toledo Region](#)

[2010 Census Information](#)

Used Equipment

Village owned surplus equipment when available will be listed on GovDeals auction site:

[For available equipment Click here](#)

Wtrvl Foundation



The Waterville Community Foundation is a charitable 501(c)(3) tax deductible organization

[click here for more information](#)

*Waterville, Ohio
...love at first sight*

A Rich History

Long before fur traders, soldiers and settlers came to the Maumee Valley, the river and its banks were studded with Indian villages. In 1794 General Anthony Wayne marched his legion down along



the river to the site the French called Roche de Boeuf, a large island outcropping of natural limestone where the Ottawa Indians held their councils. Opposite it on the west bank Wayne constructed Fort Deposit in preparation of an encounter with the Indians, which became known as the battle of Fallen Timbers. For three days following his victory, Wayne sent his troops all along the river burning Indian settlements and cornfields. At the Treaty of Greenville in 1795 twelve tribes signed their submission and the Ohio territory opened to white settlement.

One of the first to come to this area was John Pray of Rhode Island in 1818 after serving in the War of 1812. He built a dam across the river to Granger Island and in 1821 constructed a water-powered grist mill, the first on the lower Maumee and the location became known as Pray's Falls. He later added a carding mill and sawmill. In 1831 he laid out the village of Waterville with the first 50 lots. River Road was then called Main Street. He built the Columbian House, a stagecoach inn, in 1828 and expanded it with a three-story addition in 1837 featuring a ballroom on the third floor and the town's jail on the second. For years it was the commercial and social center of Waterville and the site of the first post office. It is recognized as one of the finest examples of Federal style architecture.



The year 1843 ushered in a new era for Waterville with the opening of the Miami and Erie Canal. Boats transported farm products, commercial goods and people from Toledo to Cincinnati, and it joined a branch of the Wabash and Erie to Indiana. In the peak year of 1851 400 boats were operating. Hotels and stores opened along its banks. The Pekin Mill was built in 1846 where the canal met Mechanic Street. The commercial section of town gradually moved to Third Street. The village was incorporated in 1882. The canal also served as a source of entertainment for local residents. A favorite spot for ice skating from Thanksgiving to spring thaw, it was not uncommon for some to skate to Grand Rapids and back in an evening. After skating, young and old alike would gather around the big old stove at the back of Rupp's Store to warm up. In summer the canal was a favorite spot for fishing and boating...

In 1845 the United States Government transported soldiers on the canal from Toledo to Cincinnati for the Mexican War. Until 1852 the canal was regarded as part of a great military highway between New York and New Orleans. Canal operations ceased in 1909 as railroads and automobiles became faster and cheaper means of travel. During the 1930s and 1940s the canal bed was filled in to become the Anthony Wayne Trail, U.S. Route 24.



The news in 1907 that the Lima-Toledo Traction Company was planning an interurban electric train line through the village brought great excitement. Rail cars would reach Toledo from Waterville in the miraculous time of 20 minutes. The longest reinforced concrete bridge would be built at the historic site of Roche de Boeuf. In spite of assurances that the historic rock would not be desecrated in any way, it soon became apparent that a portion of the rock would be blasted away for a bridge support. The outraged citizens felt betrayed. As time went on tempers cooled and the beauty of the Roman aquaduct design became a favorite of artists and picnickers alike. For 30 years the red interurban cars raced across the bridge, one actually winning a race against an airplane in 1930, rocketing along at nearly 100 miles an hour. In 1937 the railway went out of business. Today, the grand old bridge stands as an icon of Waterville history and a testament to engineering innovation.

Like many other towns, modes of transportation have played a major role in the evolution of Waterville. With the completion of the Route 24 Bypass in the year 2012, the village landscape will be transformed again. Without truck traffic congestion, the restored historic downtown downtown will prosper, while new commercial development will locate near the bypass. Waterville honors its colorful past, but looks toward a bright future.

[Visit Waterville Historical Society](#)

Calendar



Events

[Waterville Historical Society Open Houses & Walking Tours Aug. 27th](#)

[Join the Fun at the Fishing Derby Sept. 10th****Fishing Derby Registration Form](#)

[Roche de Boeuf Festival Sept. 24th](#)

[RDB Car Show](#)

[RDB Pie Eating Contest](#)

Announcements

[Please take the Comprehensive Plan Community Survey Click Here and select PROJECTS from the top of the page](#)

[Clean Wood Recycling for your brush drop off](#)

[*Note old Brush Pile is CLOSED](#)

[Yard Waste Pick Up Information](#)

[Village-2City Committee calling all previous Village employees.](#)

[Road Construction Notice: Rt 64 & Wtrvl-Monclova Rd.](#)

[FY 2011 Appropriations \(Budget\)](#)

[Join the Fun at the Fishing Derby Sept. 10th****Fishing Derby Registration Form](#)

[Industrial Lot for Sale](#)

Legal Notices

No Legal Notices at this time.

Canal Post

[**Waterville Residents - If you would like to receive an email alert when the NEW Canal Post is available, and other important Village information Please click here.](#)

[Summer 2011](#)

[Spring 2011](#)

[Winter 2010-2011](#)

[Fall 2010](#)

Waterville Map



[View Larger Map](#)

Street Light Outages

[To Report Street Light Outages Click here to be redirected to the Toledo Edison electronic reporting form.](#)

In the Court of Common Pleas, Franklin County, Ohio.

The State of Ohio,

No. 23521.

Plaintiff,

vs.

~~The Lake Shore & Michigan~~

Southern Railway Company,

Defendant.

Journal Entry.

This day came the plaintiff by Hon. J. K. Richards, Attorney General, and the defendant, by its attorney, E. D. Potter, Jr., and thereupon this cause came on for hearing and was heard to the Court upon the pleadings and evidence, without the intervention of a jury, the same having been waived: On consideration whereof, the Court find, ~~on~~ the issues joined, for the defendant.

The Court further find that at the time of bringing this action the said defendant The Lake Shore & Michigan Southern Railway Company was in the occupation and possession of the real property described in the petition and that it had the legal title or estate therein and was entitled to the possession of the same; that the said plaintiff had no interest or estate in said premises, nor is entitled to the possession of the same or any part thereof and that the defendant ought to have its title and possession quieted as against the claim and demand of said plaintiff as prayed for in its answer herein.

It is therefore ordered, ~~adjudged and decreed~~ that the title and possession of the said The Lake Shore & Michigan Southern Railway Company to all and singular the premises described in the petition, to-wit: situate in the county of Lucas, city of Toledo and State of Ohio and bounded and described as follows, to-wit: A strip or parcel of land one hundred and twenty four feet in width being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east rail of

1241 W 10 E

W 81-4-1

Handwritten scribbles and numbers, possibly "132" and "132".

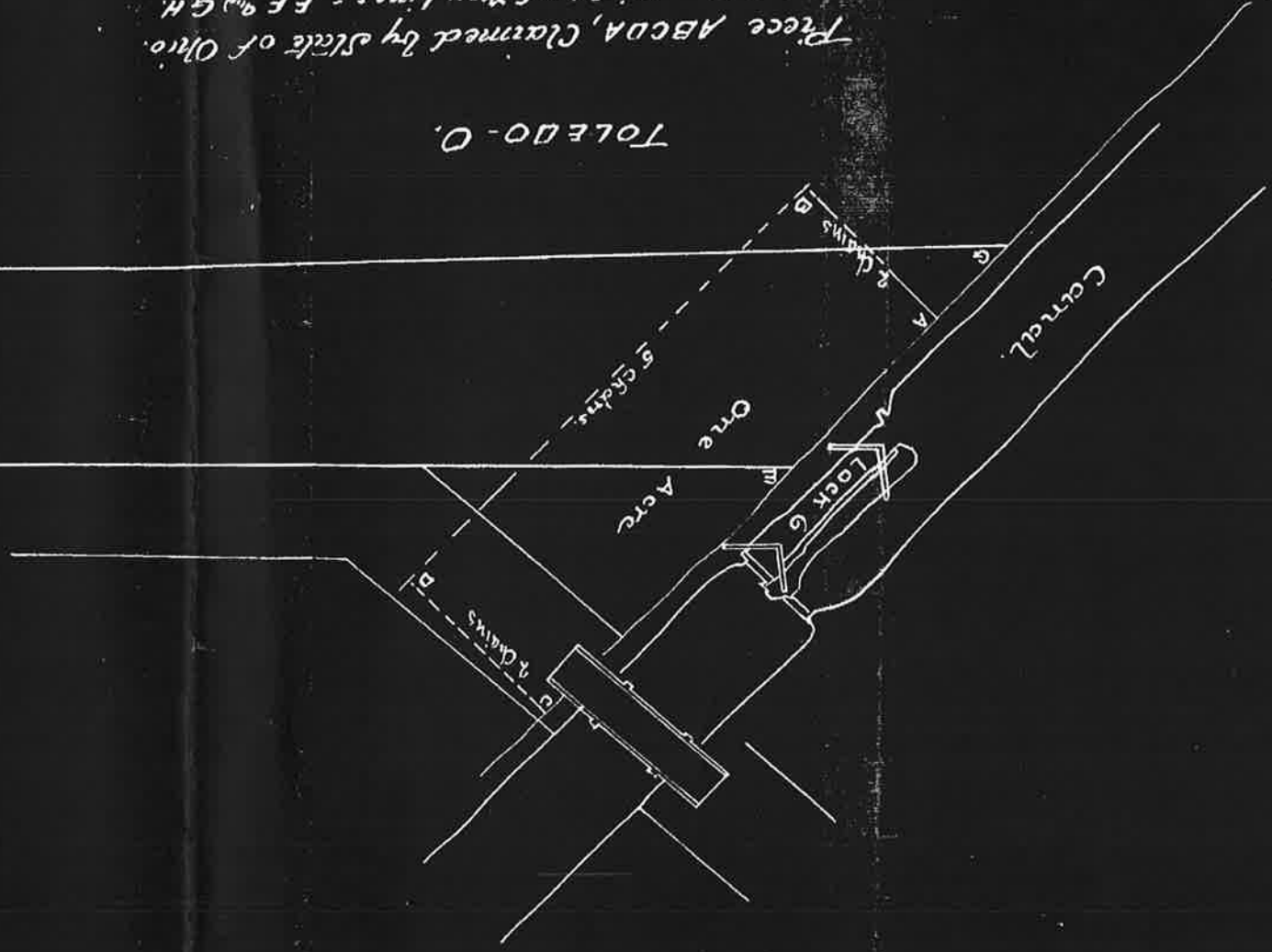
the Toledo, St. Louis and Kansas City Railway Company's railroad north-
westerly to the foot of the slope of the westerly bank of the Miami and
Erie canal and being a part of the following described real estate: A
lot at lock No. 6 of the Wabash and Erie Canal, beginning at a point fifty
feet at right angles from the south east face of the lock chamber wall
~~and one chain~~ ⁶⁶ above the head of the lock; thence north 45 3/4 east par-
allel with said face wall, five chains; ^{380'} thence 44 0/4 east two chains; 132'
thence south 45 3/4 west five chains; ^{230'} thence north 44 1/4 west two chains
to the place of beginning, containing one acre," be and the same hereby
are quieted as against the said plaintiff and all persons claiming under
it, and said plaintiff is hereby forever enjoined from setting up any
claim to said premises or any part thereof adverse to the said title and
possession of said defendant, its successors and assigns thereto. It is
ordered that the said plaintiff pay the costs in this case taxed at \$

W 81-A-2

W 81-5

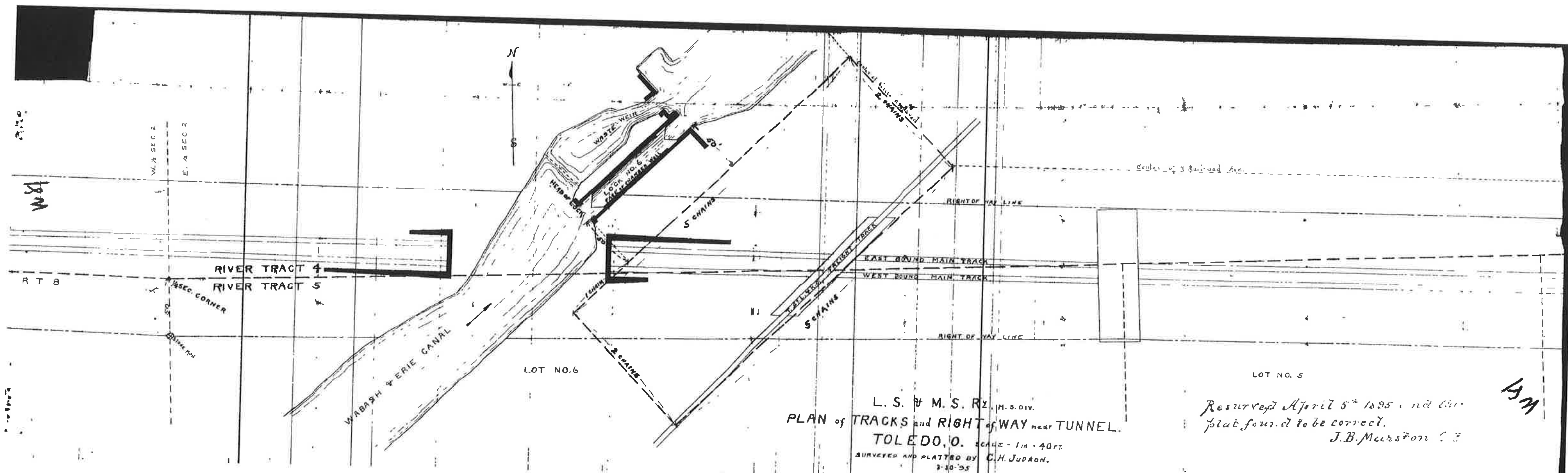
East →

H
T



TOLEDO-O.

Piece ABCD, Claimed by State of Ohio.
L.S. & M.S. Ry. Right of Way lines = EF and GH.
Scale 1" = 100'



KRM

RT 8

NW 1/4 SEC 2
E 1/4 SEC 2

RIVER TRACT 4
RIVER TRACT 5

1/4 SEC. CORNER

WABASH & ERIE CANAL

LOT NO. 6

N
S
E
W

WASTE WEIR
LOCK NO. 6
MANTONVILLE WEIR

5 CHAINS

1 CHAIN

2 CHAINS

L. S. & M. S. RY. M. S. DIV.
 PLAN of TRACKS and RIGHT of WAY near TUNNEL.
 TOLEDO, O. SCALE - 1 in = 40 FT.
 SURVEYED AND PLATTED BY C. H. JUDSON.
 3-30-95

Center Line of Railroad
2 CHAINS

RIGHT OF WAY LINE

EAST BOUND MAIN TRACK

WEST BOUND MAIN TRACK

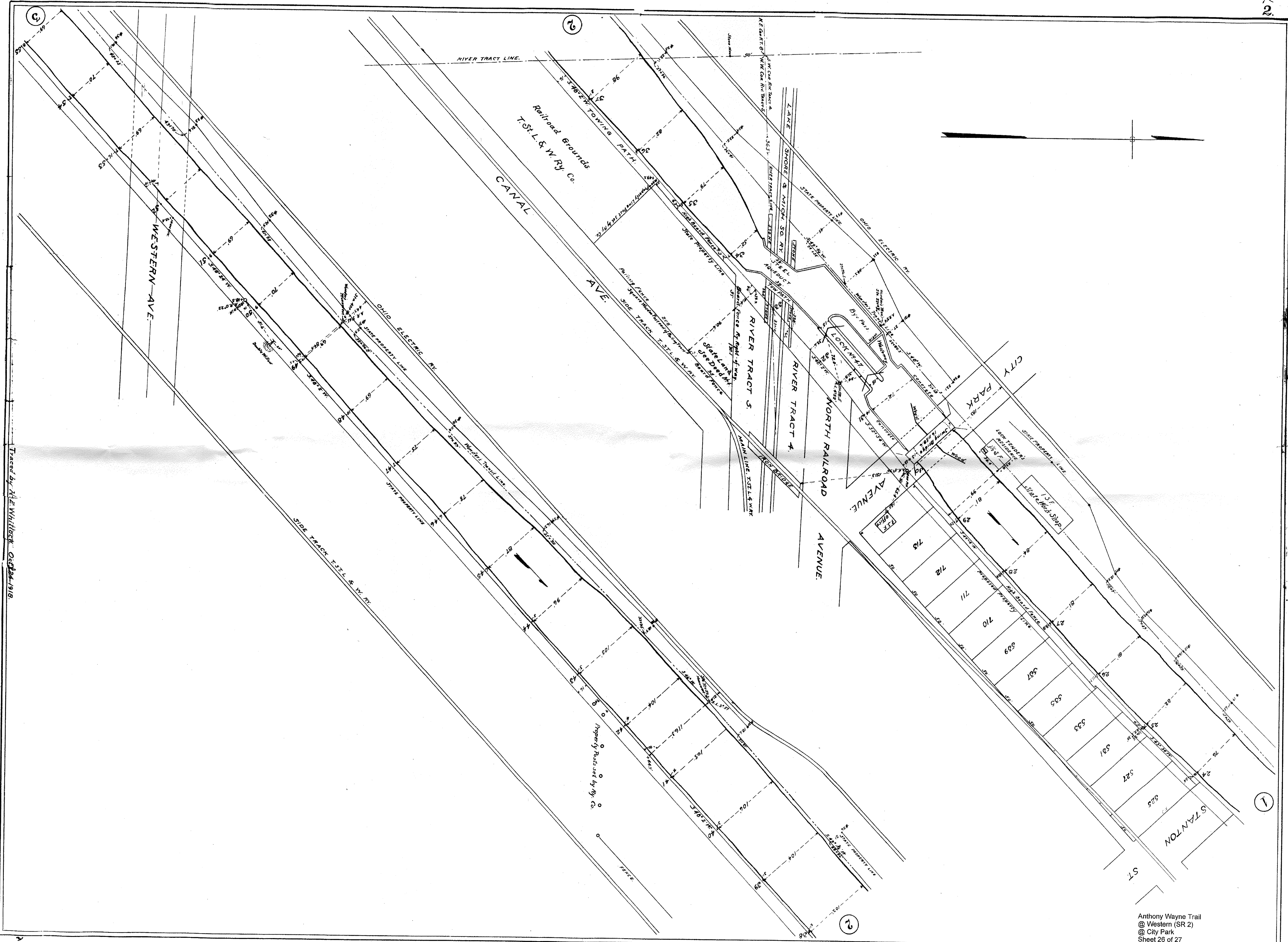
RIGHT OF WAY LINE

5 CHAINS

LOT NO. 5

Resurveyed April 5th 1895 and the
 plat found to be correct.
 J. B. Meersson C. E.

KRM



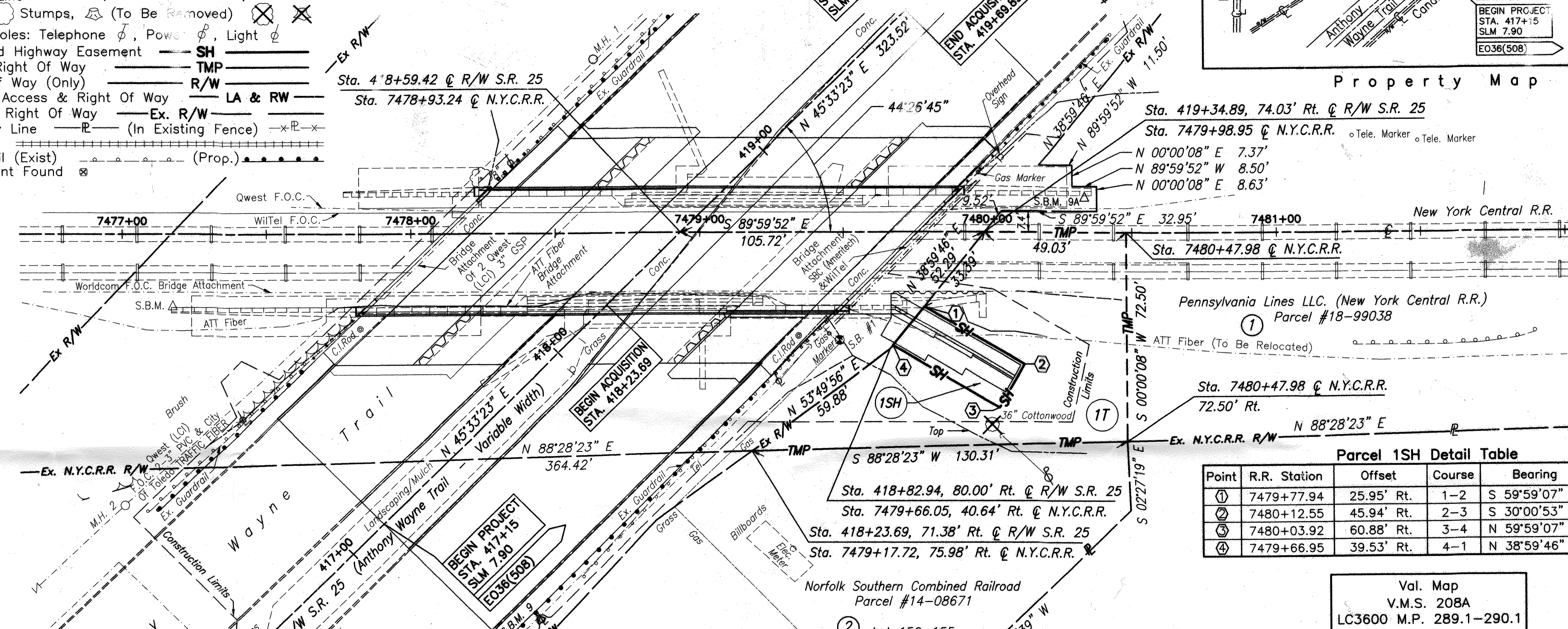
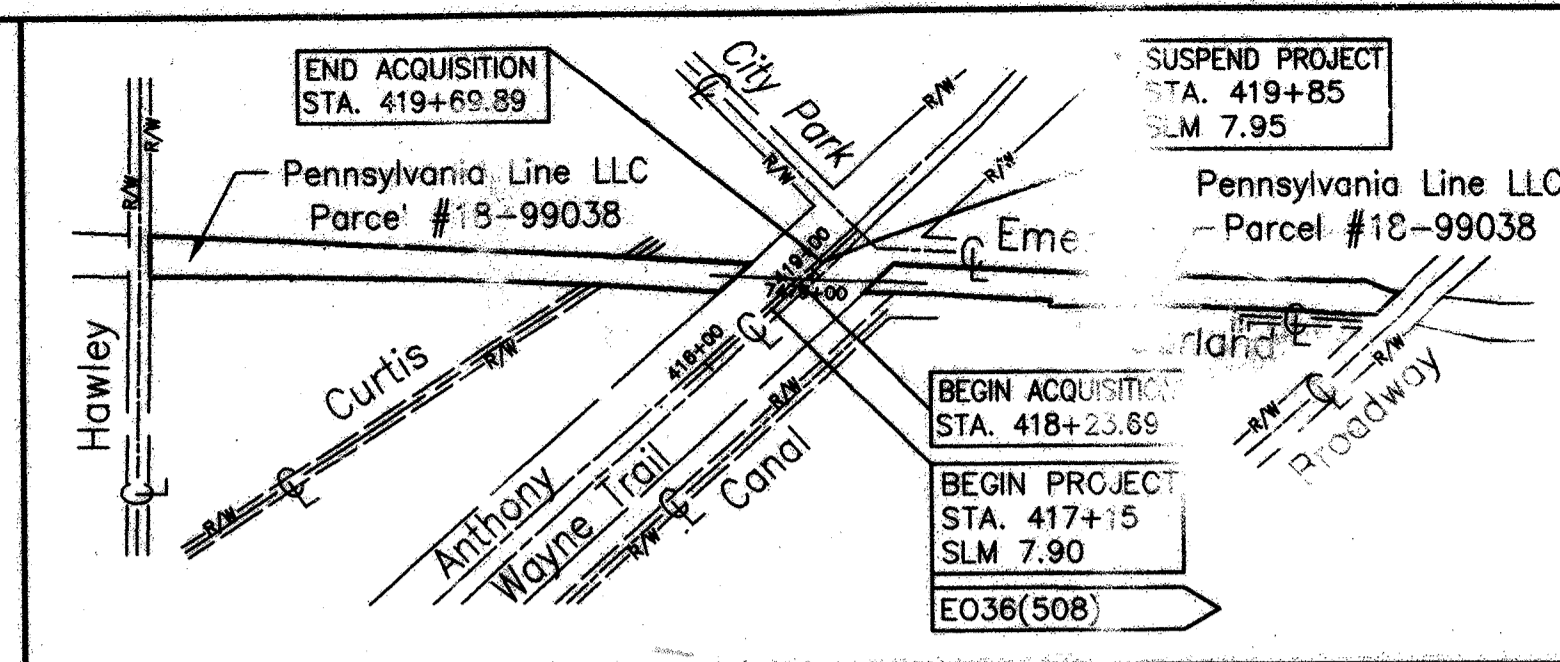
Traced by H. E. Whitlock, Oct 24, 1918.

PENNSYLVANIA LINE LLC

River Tract 5
City Of Toledo,
Lucas County, Ohio

Conventional Signs

County Line	-----
Township Line	-----
Section Line	-----
Corporation Line	----- Or -----
Fence Exist.	X X X X X X X X
Center Line	+890 +891
Trees, Stumps, (To Be Removed)	⊗ ⊗ ⊗
Utility Poles: Telephone, Power, Light	⊕ ⊕ ⊕
Standard Highway Easement	SH
Temp. Right Of Way	TMP
Right Of Way (Only)	R/W
Limited Access & Right Of Way	LA & RW
Existing Right Of Way	Ex. R/W
Property Line (In Existing Fence)	---x---x---
Railroad	-----
Guardrail (Exist)	----- (Prop.)
Monument Found	⊗



Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+77.94	25.95' Rt.	1-2	S 59°59'07" E	39.97'
②	7480+12.55	45.94' Rt.	2-3	S 30°00'53" W	17.25'
③	7480+03.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
④	7479+66.95	39.53' Rt.	4-1	N 38°59'46" E	17.46'

Overlap Table

Parcel	Easement	Area	Area Of Overlap	
			Highway	Temp
1SH	Highway	713 S.F.		713
1T	Temp.	6184 S.F.	713	

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- | | | | | |
|---|---|---|---|---|
| <p>Electric
Toledo Edison
300 Madison Ave.
Mail Stop 1880
Toledo, OH 43652
(419)249-5218</p> <p>Gas
Columbia Gas Of Ohio, Inc.
333 South Erie St.
Toledo, OH 43602
(419)252-8110</p> <p>Cable
Buckeye CableSystem
4818 Angola Rd.
Toledo, OH 43615
(419)724-9820</p> | <p>Telephone
SBC
Room 714
130 N. Erie Street
Toledo, OH 43624
(419)245-7304</p> <p>Qwest Communications Corp.
1860 Lincoln St. 2nd Floor
Denver, CO 80295
(303)837-3926</p> | <p>AT&T
5980-I Wilcox Place
Dublin, OH 43016
(630)552-4677</p> <p>WillTel Communications, LLC
One Technology Center
100 S. Cincinnati
Tulsa, OK 74103
(918)547-9919</p> | <p>MCI Worldcom
120 Ravine St.
Akron, OH 44303
(330)253-8267</p> <p>Water
City Of Toledo,
Dept. Of Public Utilities
Engineering Services
One Lake Erie Center, Third Floor
Toledo, OH 43604
(419)936-3737</p> | <p>Traffic Signal
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, OH 43607
(419)242-1300</p> <p>The Location Of The Underground Utilities Shown On The Plans Are As Obtained From The Owners As Required By Section 153.64 O.R.C.</p> |
|---|---|---|---|---|

Summary Of Additional Right Of Way Required

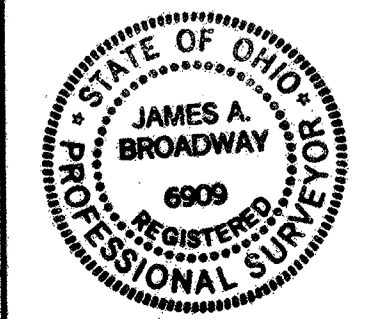
Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-		Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier
2	Norfolk Southern Combined R.R.		14-08671	0.623 Ac.						No Take

UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

Certification
I Herby Certify That This Plat Is A True Delineation Of A Survey Made For The Ohio Department Of Transportation In 2004 By The Mannik & Smith Group, Inc.

RECEIVED _____ 20____
RECORDED _____ 20____
BOOK _____ PAGE _____
By James A. Broadway May 12, 2009
James A. Broadway
Surveyor No. 6909 Date 5-12-09

REV. BY	DATE	DESCRIPTION



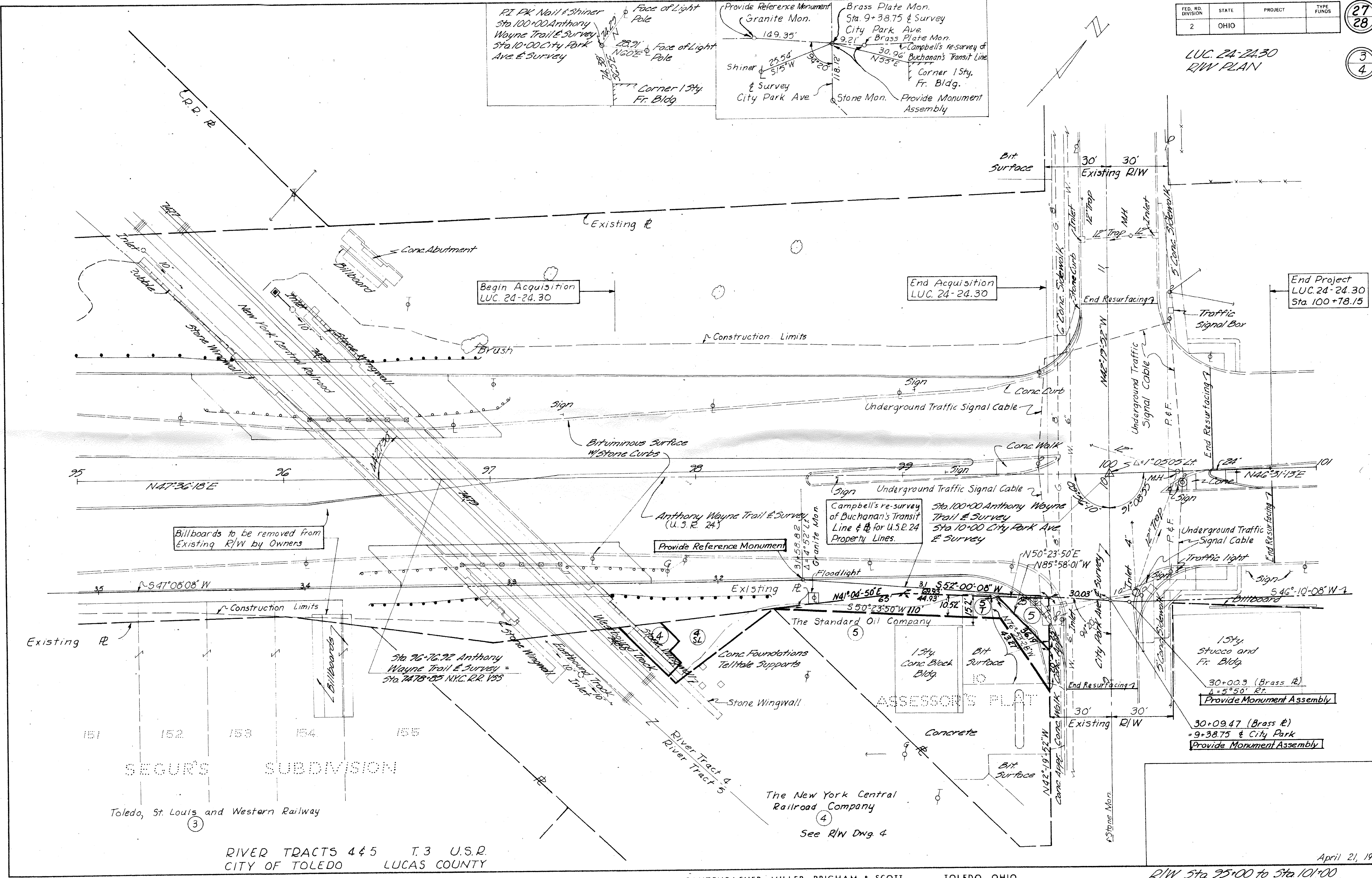
PID NO. 23593
 R/W DESIGNER JDB
 R/W REVIEWER JLV
RAILROAD PLAT
 LUC-25-0729
 SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD
 134/134
 1
 1
 OHDL2B

FED. RD. DIVISION	STATE	PROJECT	TYPE FUNDS
2	OHIO		

27
28

3
4

LUC. 24-24.30
R/W PLAN



Toledo, St. Louis and Western Railway

RIVER TRACTS 4 & 5 T.3 U.S.R.
CITY OF TOLEDO LUCAS COUNTY

SANZENBACHER, MILLER, BRIGHAM & SCOTT TOLEDO, OHIO

April 21, 1967
R/W Sta 95+00 to Sta 101+00



OHIO DEPARTMENT OF TRANSPORTATION
 District Two
 Bowling Green, Ohio 43402



Bradley Newell
 2600 W Big Beaver Rd
 Troy, MI 48084

NIXIE 482 7E 1009 2204/22/15
 RETURN TO SENDER
 ATTEMPTED - NOT KNOWN
 UNABLE TO FORWARD
 BC: 43402133017 *0790-09110-22-23

43402@1330
 48084332399



OHIO DEPARTMENT OF TRANSPORTATION
 District Two
 317 East Poe Road, Bowling Green, Ohio 43402



VAC

Current Resident
 7532 Fremont Pike
 Perrysburg, OH 43551

NIXIE 482 5C 1009 0004/25/15
 RETURN TO SENDER
 VACANT
 UNABLE TO FORWARD
 BC: 43402133017 *2453-01953-16-44



OHIO DEPARTMENT OF TRANSPORTATION
 District Two
 317 East Poe Road, Bowling Green, Ohio 43402

METROPLEX MI 480

16 APR 2015 PM 3 L



Ank

David & Barbara Frankforther
 17197 N Laurel Pk Suite 221
 Livonia, MI 48150

NIXIE 482 7E 1009 0004/22/15
 RETURN TO SENDER
 ATTEMPTED - NOT KNOWN
 UNABLE TO FORWARD
 BC: 43402133017 *2453-00433-16-47

43402@1330

- 4.4 Frostbitten Convention and the end of the Toledo War

- 5 Subsequent history
- 6 See also
- 7 Footnotes
- 8 References
- 9 Further reading
- 10 External links

?

Origins

In 1787, the Congress of the Confederation enacted the Northwest Ordinance, which created the Northwest Territory in what is now the upper Midwestern United States. The Ordinance specified that the territory was eventually to be divided into "not less than three nor more than five" future states. It was determined that the north-south boundary for three of these states was to be "*an east and west line drawn through the southerly bend or extreme of Lake Michigan.*"^[1]



"Mitchell Map" of the region, from the late 1700s, used to create the Ordinance Line of 1787. Note that the southern tip of Lake Michigan is depicted as being farther north than Lake Erie.

At the time, the actual location of this extreme was still unknown. The most highly regarded map of the time, the "Mitchell Map",^[2] placed it at a latitude near the mouth of the Detroit River. This meant that the entire shoreline of Lake Erie west of Pennsylvania would have belonged to the state that was to become Ohio.^[3] When Congress passed the Enabling Act of 1802, which authorized Ohio to begin the process of becoming a U.S. state, the language defining Ohio's northern boundary differed slightly from that used in the Northwest Ordinance: the border was to be "an east and west line drawn through the southern extreme of Lake Michigan, running east...until it shall intersect Lake Erie or the territorial line [with Canada]; thence with the same, through Lake Erie to the Pennsylvania line aforesaid."

Because the territorial boundary line between the U.S. and Canada ran through the middle of Lake Erie and then up the Detroit River, combined with the prevailing belief regarding the location of the southern tip of Lake Michigan, the framers of the 1802 Ohio

Constitution believed it was the intent of Congress that Ohio's northern boundary should certainly be north of the mouth of the Maumee River, and possibly even of the Detroit River. Ohio would thus be granted access to most or all of the Lake Erie shoreline west of Pennsylvania, and any other new states carved out of the Northwest Territory would have access to the Great Lakes via Lakes Michigan, Huron, and Superior.^[4]

During the Ohio Constitutional Convention in 1802, the delegates allegedly received reports from a fur trapper that Lake Michigan extended significantly farther south than had previously been believed (or mapped). Thus, it was possible that an east-west line extending east from Lake Michigan's southern tip



Map of the Northwest Territory as established by the U.S. Congress in the Northwest Ordinance, shown with present-day state borders, and correct spatial relationship between Lakes Michigan and Erie.

may have intersected Lake Erie somewhere east of Maumee Bay, or worse, may not have intersected the lake at all; the farther south that Lake Michigan actually extended, the more land Ohio would lose, perhaps even the entire Lake Erie shoreline west of Pennsylvania.^[5]

Addressing this contingency, the Ohio delegates included a provision in the draft Ohio constitution that *if* the trapper's report about Lake Michigan's position were in fact correct, the state boundary line would be angled slightly northeast so as to intersect Lake Erie at the "most northerly cape of the Miami [Maumee] Bay." This provision would guarantee that most of the Maumee River watershed and all of the southern shore of Lake Erie west of Pennsylvania would fall in Ohio.^[5] The draft constitution with this proviso was accepted by the United States Congress, but before Ohio's admission to the Union in February 1803, the proposed constitution was referred to a Congressional committee. The committee's report stated that the clause defining the northern boundary depended on "a fact not yet ascertained" (the location of the southern extreme of Lake Michigan), and the members "thought it unnecessary to take it [the provision], at the time, into consideration."^[6]

When Congress created the Michigan Territory in 1805, it used the Northwest Ordinance's language to define the southern boundary, which therefore differed from that in Ohio's state constitution. This difference, and its potential ramifications, apparently went unnoticed at the time, but it established the legal basis for the conflict that would erupt thirty years later.^[7]

Creation of the Toledo Strip

The location of the border was contested throughout the early 19th century. Residents of the Port of Miami — which would later become Toledo — urged the Ohio government to resolve the border issue. The Ohio legislature, in turn, passed repeated resolutions and requests asking Congress to take up the matter. In 1812, Congress approved a request for an official survey of the line.^[8] Delayed because of the War of 1812, it was only after Indiana's admission to the Union in 1816 that work on the survey commenced. U.S. Surveyor General Edward Tiffin, who was in charge of the survey, was a former Ohio governor.



Former Ohio Governor and U.S. Surveyor General Edward Tiffin who commissioned the Harris Line survey.



Michigan Territory governor, Lewis Cass (1813–1831)

As a result, Tiffin employed surveyor William Harris to survey not the Ordinance Line, but the line as described in the Ohio Constitution of 1802. When completed, the "Harris Line" placed the mouth of the Maumee River completely in Ohio.^[9] When the results of the survey were made public, Michigan territorial governor Lewis Cass was unhappy, since it was not based on the Congressionally approved Ordinance Line. In a letter to Tiffin, Cass stated that the Ohio-biased survey "is only adding strength to the strong, and making the weak still weaker."^[10]

In response, Michigan commissioned a second survey that was carried out by John A. Fulton. The Fulton survey was based upon the original 1787 Ordinance Line, and after measuring the line eastward from Lake Michigan to Lake Erie, it found the Ohio boundary to be south of the mouth of the Maumee River.^[11] The region between the Harris and Fulton survey lines formed what is now known as the "**Toledo Strip.**" This ribbon of land between northern Ohio and southern Michigan spanned a region five to eight miles

(13 km) wide, of which both jurisdictions claimed sovereignty. While Ohio refused to cede its claim, Michigan quietly occupied it for the next several years, setting up local governments, building roads, and collecting taxes throughout the area.^[10]

Economic significance

The land known as the Toledo Strip was and still is a commercially important area. Prior to the rise of the railroad industry, rivers and canals were the major "highways of commerce" in the American Midwest.^[12] A small but important part of the Strip — the area around present day Toledo and Maumee Bay — fell within the Great Black Swamp, and this area was nearly impossible to navigate by road, especially after spring and summer rainfalls.^[13] Draining into Lake Erie, the Maumee River was not necessarily well-suited for large ships, but it did provide an easy connection to Indiana's Fort Wayne.^[12] At the time, there were plans to connect the Mississippi River and the Great Lakes through a series of canals. One such canal system approved by the Ohio legislature in 1825 was the Miami and Erie Canal that included a connection to the Ohio River and an outflow into Lake Erie via the Maumee River.^[9]

During the conflict over the Toledo Strip the Erie Canal was built, linking New York City and the Eastern seaboard to the Great Lakes at Buffalo. The canal, finished in 1825, immediately became a major route for trade and migration. Corn and other farm products from the Midwest were able to be shipped to eastern markets for much less expense than the older route along the Mississippi River. In addition, the migration of settlers to the Midwest increased sharply after the canal was finished, making existing port cities such as Buffalo boomtowns.^[14]

The success of the Erie Canal inspired many other canal projects. Because the western end of Lake Erie offered the shortest overland route to the frontiers of Indiana and Illinois, Maumee Harbor was seen as a site of immediate importance and great value. Detroit was twenty miles (32 km) up the Detroit River from Lake Erie, and faced the difficult barrier of the Great Black Swamp to the south. Because of this, Detroit was less suited to new transportation projects such as canals, and later railroads, than was Toledo. From this perspective on the rapidly developing Midwest of the 1820s and 1830s, both states had much to gain by controlling the land in the Toledo Strip.^[14]

Also, the Strip west of the Toledo area is a prime location for agriculture, because of its well-drained, fertile loam soil. The area had for many years been characterized by high per-acre productivities of corn and wheat.^[13] Michigan and Ohio both wanted what seemed strategically and economically destined to become an important port and a prosperous region.^[12]

Prelude to conflict

In 1820–1821, the federal land surveys had reached the disputed area from two directions, progressing southward from a baseline in Michigan and northward from one in Ohio. For unknown reasons, Surveyor General Tiffin ordered the two surveys to close on the Northwest Ordinance (Fulton) line, rather than Harris' line, perhaps lending implicit support to Michigan's claims over Ohio's.^[15] Thus, townships that were established north of the line assumed they were part of Michigan Territory. By the early 1820s, the growing territory reached the minimum population threshold of 60,000 to qualify for statehood. However, when Michigan sought to hold a state constitutional convention in 1833, Congress rejected the request because of the still disputed Toledo Strip.^[11]





Michigan Territory
Governor Stevens T.
Mason (1832–1839)

Ohio asserted that the boundary was firmly established in its constitution and thus Michigan's citizens were simply intruders; the state government refused to negotiate the issue with the Michigan Territory. The Ohio Congressional delegation was active in blocking Michigan from attaining statehood, lobbying other states to vote against Michigan. In January 1835, frustrated by the political stalemate, Michigan's acting territorial Governor Stevens T. Mason called for a constitutional convention to be held in May of that year despite Congress' refusal to approve an enabling act authorizing such a state constitution.^[16]

Ohio governor
Robert Lucas (1832
–1836)

In February 1835, Ohio passed legislation that set up county governments in the Strip. The county in which Toledo sat would, later in 1835, be named after incumbent Governor Robert Lucas, a move that further exacerbated the growing tensions with Michigan. Also, during this period, Ohio

attempted to use its power in Congress to revive a previously rejected boundary bill that would formally set the state border to be the Harris Line.^[17]

Michigan, led by the young and hot-headed Mason, responded with the passage of the Pains and Penalties Act just six days after Lucas County was formed; the act made it a criminal offense for Ohioans to carry out governmental actions in the Strip, under penalty of a fine up to \$1,000 and/or up to five years imprisonment at hard labor.^{[18][19]} Acting as commander-in-chief of the territory, Mason appointed Brigadier-General Joseph W. Brown of the Third U.S. Brigade to head the state militia, with the instructions to be ready to act against Ohio trespassers. Lucas obtained legislative approval for a militia of his own, and he soon sent forces to the Strip area. The Toledo War had begun.^[11]

Former United States President John Quincy Adams, who at the time represented Massachusetts in Congress, backed Michigan's claim. In 1833, when Congress rejected Michigan's request for a convention, Adams summed up his opinion on the dispute: "Never in the course of my life have I known a controversy of which all the right so clearly on one side and all the power so overwhelmingly on the other."^[11]

War

Acting as commander-in-chief of Ohio's militia, Governor Lucas, along with General John Bell and about 600 other fully armed militiamen, arrived in Perrysburg, Ohio, ten miles (16 km) southwest of Toledo, on March 31, 1835.^[20] Shortly thereafter, Governor Mason and General Brown arrived to occupy the city of Toledo proper with around 1,000 armed men, intending to prevent Ohio advances into the Toledo area as well as stopping further border marking from taking place.^[21]

Presidential intervention

In a desperate attempt to prevent armed battle and to avert the resulting political crisis, U.S. President Andrew Jackson consulted his Attorney General Benjamin Butler for his legal opinion on the border dispute. At the time, Ohio was a growing political power in the Union, with nineteen U.S. Representatives and



U.S. President
Andrew Jackson,
who sided with
Ohio in the conflict
and dismissed
Mason as governor.

two Senators. In contrast, Michigan, still being a territory, had only a single non-voting delegate. Ohio was a crucial swing state in presidential elections, and it would have been devastating to the fledgling Democratic Party to lose Ohio's electoral votes. Therefore, Jackson calculated that his party's best interest would be served by keeping the Toledo Strip a part of Ohio.^[22]

The response that Jackson received from Butler was unexpected: the Attorney-General held that until Congress dictated otherwise, the land rightfully belonged to Michigan. This presented a political dilemma for Jackson that spurred him to take action that would greatly influence the outcome of the "war".^[23]



Richard Rush of Pennsylvania, a representative of President Jackson who helped to present a compromise to both governors.

On April 3, 1835, Jackson sent two representatives from Washington, D.C., Richard Rush of Pennsylvania and Benjamin Chew Howard of Maryland, to Toledo to arbitrate the conflict and present a compromise to both governments. The proposal, presented on April 7, recommended that the re-survey to mark the Harris Line commence without further interruption by Michigan, and that the residents of the affected region be allowed to choose their own state or territorial governments until the Congress could definitively settle the matter.^[24]

Lucas reluctantly agreed to the proposal, and began to disband his militia, believing the debate to be settled. Three days later, elections in the region were held under Ohio law. However, Mason refused the deal and he continued to prepare for possible armed conflict.^{[25][26]}

During the elections, Ohio officials were harassed by Michigan authorities and the area residents were threatened with arrest if they submitted to Ohio's authority.^[27] On April 8, 1835, the Monroe County, Michigan sheriff arrived at the home of Major Benjamin F. Stickney, an Ohio partisan. In the first contact between Michigan partisans and the Stickney family, the sheriff arrested two Ohioans under the Pains and Penalties Act on the basis that the men had voted

in the Ohio elections.^[28]

Battle of Phillips Corners

Following the election, Lucas believed that the commissioners' actions had alleviated the situation and he once again sent out surveyors to mark the Harris Line. The project went without serious incident until April 26, 1835, when the surveying group was attacked by fifty to sixty members of General Brown's militia in what is now called the *Battle of Phillips Corners*.^{[29][30]} The battle's name is sometimes used as a synonym for the entire Toledo War.

Surveyors wrote to Lucas afterwards that while observing "the blessings of the Sabbath," Michigan militia forces advised them to retreat. In the ensuing chase, "nine of our men, who did not leave the ground in time after being fired upon by the enemy, from thirty to fifty shots, were taken prisoners and carried away



A box labeled "Toledo, MI" that may have been used by the Michigan Militia during the Toledo War.



into [Tecumseh]."^[31] While the details of the attack are disputed — Michigan claimed it fired no shots and had only discharged a few musket rounds in the air as the Ohio group retreated — the battle further infuriated both Ohioans and Michiganders and brought the two sides to the brink of all-out war.^{[32][33]}



Ohio Historical Marker for the Battle of Phillips Corner, which was part of the Boundary Dispute between Michigan and Ohio.



Bloodshed in the summer of 1835

In response to allegations that Michigan's militia fired upon Ohioans, Lucas called a special session of Ohio's Legislature on June 8, 1835 to pass several more controversial acts, including



Ohioan Two Stickney, who caused the sole serious injury in the Toledo war by stabbing a Michigan sheriff's deputy.

establishment of Toledo as the county seat of Lucas County, the establishment of a Court of Common Pleas in the city, a law to prevent the forcible abduction of Ohio citizens from the area and a budget of \$300,000 to implement the legislation.^[34] Michigan's territorial legislature responded with a budget appropriation of \$315,000.00 to fund *its* militia.^[11]

In May and June 1835, Michigan drafted a State Constitution, with provisions for a bicameral legislature, a supreme court, and other components of a functional state government.^[35] However, Congress was still not willing to allow Michigan's entry into the Union, and President Jackson vowed to reject Michigan's statehood until the border issue and "war" were resolved.^[36]

Lucas ordered his Adjutant-General Samuel C. Andrews to conduct a count of the militia, and was told that 10,000 volunteers were ready to fight. That news became exaggerated as it travelled north and soon thereafter, the Michigan territorial press dared the Ohio "million" to enter the Strip as they "welcomed them to hospitable graves."^[37]

In June 1835, Lucas dispatched a delegation consisting of U.S. Attorney Noah Haynes Swayne, former Congressman William Allen, and David T. Disney to Washington D.C. to confer with President Andrew Jackson. The delegation presented Ohio's case and urged the President to act swiftly to address the situation.^{[38] [39] [40]}

Throughout the summer of 1835, the governments of both states continued their practice of one-upmanship, and constant skirmishes and arrests occurred. Citizens of Monroe County joined together in a posse to make arrests in Toledo. Partisans from Ohio, angered by the harassment, targeted the offenders with criminal prosecutions.^[41] Lawsuits were not only rampant, they served as a basis for

retaliatory lawsuits from the opposite side.^[42] Partisans from both sides organized spying parties to keep track of the sheriffs of Wood County, Ohio and Monroe County, Michigan who were entrusted with the security of the border.^[41]

On July 15, 1835, tensions and emotions finally overflowed and blood was spilled. Monroe County, Michigan Deputy Sheriff Joseph Wood went into Toledo to arrest Major Benjamin Stickney, but when Stickney and his three sons resisted, the whole family was subdued and taken into custody.^[41] During the scuffle, Two Stickney, son of the major, stabbed Wood with a pen knife and fled south into Ohio. Wood's injuries were not life-threatening.^[43] When Lucas refused Mason's demand to extradite Two Stickney back to Michigan for trial, Mason wrote to President Jackson for help, suggesting that the matter be referred to the United States Supreme Court. At the time of the conflict, however, it was not established that the Supreme Court could resolve state boundary disputes, and Jackson declined the offer.^[44] Looking for peace, Lucas began making his own efforts to end the conflict, again through federal intervention via Ohio's congressional delegation.^[45]

In August 1835, at the strong urging of Ohio's Congressmen, President Jackson removed Mason as Michigan's Territorial Governor and appointed John S. ("Little Jack") Horner in his stead. Before his replacement arrived, Mason ordered 1,000 Michigan militiamen to enter Toledo and prevent the symbolically important first session of the Ohio Court of Common Pleas. While the idea was popular with Michigan residents, the effort failed: the judges held a midnight court before quickly retreating south of the Maumee River, where Ohio forces were positioned.^[46]

Frostbitten Convention and the end of the Toledo War

Mason's successor Horner proved to be extremely unpopular as governor and his tenure was very short. Residents disliked him so much they burned him in effigy and pelted him with vegetables upon his entry into the territorial capital. In the October 1835 elections, voters approved the draft constitution and elected the popular Mason as state governor. The same election saw Isaac E. Crary chosen as Michigan's first U.S. Representative to Congress. Because of the dispute, however, Congress refused to accept his credentials and seated him instead as a non-voting delegate. The two U.S. Senators chosen by the state legislature in November, Lucius Lyon and John Norvell, were treated with even less respect, being allowed to sit only as spectators in the Senate gallery.^[11]



On June 15, 1836, Jackson signed a bill that allowed Michigan to become a state, but only after it ceded the Toledo Strip. In exchange for this concession, Michigan would be granted the western three-quarters of the Upper Peninsula (the easternmost portion had already been included in the state boundaries).^[47] Partly because of pride, and partly because of the perceived worthlessness of the Upper Peninsula's remote wilderness, a September 1836 special convention in Ann Arbor, Michigan, rejected the offer.^[48]

As the year wore on, Michigan found itself deep in a financial crisis and was nearly bankrupt, because of the high militia expenses. The government was spurred to action by the realization that a \$400,000 surplus in the United States Treasury was about to be distributed to the states, but not to territorial governments. Michigan would have been ineligible to receive the money.^[49]

Journal of the 1836 Michigan Territorial Convention, often called the **"Frostbitten Convention."**

The "war" unofficially ended on December 14, 1836, at a second convention in Ann Arbor. Delegates passed a resolution to accept the terms set forth by the Congress. However, the calling of the convention was itself not without controversy. It had only

come about because of an upswelling of private summonses, petitions, and public meetings. Since the legislature did not approve a call to convention, some said the convention was illegal. As a consequence, the resolution was rejected and ridiculed by many Michigan residents.^[50] Congress questioned the legality of the convention before finally accepting its solution. Because of these factors, as well as because of the notable cold spell at the time, the event later became known as the **"Frostbitten Convention."**^[51]



The Upper Peninsula of Michigan. Congress offered the region in red to the state of Michigan in exchange for the Toledo Strip, as a compromise.

On January 26, 1837, Michigan was finally admitted to the Union as the 26th state,^[52] without the Toledo Strip.^[53] Ironically, although President Jackson was able to secure fellow Democrat Martin Van Buren's election in the 1836 presidential election, Ohio voted for the Whig Party candidate and Ohio resident William Henry Harrison, despite Jackson's efforts to gain Ohioan support during the Toledo War.

Subsequent history

At the time of the Frostbitten Convention, it appeared that Ohio had won the conflict. The Upper Peninsula was considered a worthless wilderness by almost all familiar with the area.^[54] The vast mineral riches of the land were unknown until the discovery of copper in the Keweenaw Peninsula and iron in the Western Upper Peninsula; this discovery led to a mining boom that lasted long into the 20th century.^[55] Given the current value of the port of Toledo to Ohio, it can be reasonably suggested that both sides benefitted from the conflict.

Consequently, the only state that definitively lost was not even involved in the conflict. The mineral-rich land of the western Upper Peninsula would have most likely remained part of Wisconsin had Michigan not lost the Toledo Strip.^[28]

Differences of opinion about the exact boundary location continued until a definitive re-survey was performed in 1915. Re-survey protocol would ordinarily require the surveyors to follow the Harris line exactly, but in this case, the surveyors deviated from the line in places. This prevented the situation of certain residents near the border being subject to changes in state residence, or land owners having parcels on both sides of the border. The 1915 survey was delineated by 71 granite markers, 12 inches (30 cm) wide by 18 inches (45 cm) high. Upon completion, the two states' governors, Woodbridge Nathan Ferris of Michigan and Frank B. Willis of Ohio, shook hands at the border.^[9]



Traces of the original Ordinance Line can still be seen in northwestern Ohio and northern Indiana. The northern boundary of Ottawa County, Ohio, follows it, as well as many township boundaries in Ohio border counties. Many old north-south roads are offset as they cross the line, forcing traffic to jog east while on the northbound trek. The line is identified on USGS topographical maps as the "South [Boundary] Michigan Survey", and on Lucas County and Fulton County, Ohio road maps as "Old State Line Road."^{[56][57]}

Michigan Governor Woodbridge Nathan Ferris and Ohio Governor Frank B. Willis shake on a truce over state line markers erected in 1915.



USGS Topographic map that shows the former Ordinance Line as "South Bdy Michigan Survey." There are jogs in many north-south roads at this line.

While the border on land was firmly set in the early-20th century, the two states were still in disagreement on the path of the border to the east, in Lake Erie.^[58] In 1973, the two states finally obtained a hearing before the United States Supreme Court on their competing claims to the Lake Erie waters. In *Michigan v. Ohio*, the court upheld a special master's report and ruled that the boundary between the two states in Lake Erie was angled to the northeast, as described in Ohio's state constitution, and not a straight east-west line.

^[59] One consequence of the court decision was that tiny Turtle Island just outside of Maumee Bay and originally treated as being wholly in Michigan, was split between the two states.^[60] This decision was the last border adjustment, putting an end to years of debate over the official boundary line.

In modern times, conflict between the states is restricted primarily to the Michigan–Ohio State rivalry in American football.^[61] The Toledo area is about evenly split, having large contingents of fans for both universities, being geographically closer to Ann Arbor while being located in the same state as Columbus.

See also

- Michigan Constitution
- List of incidents of civil unrest in the United States
- List of Michigan county name etymologies
- Ohio Constitution
- Ohio Lands
- Timeline of the Toledo Strip/War

Footnotes

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External links

- Yahoo map showing jog from west to east for northerly traffic and indicating the approximate location of the original boundary line (http://maps.yahoo.com/pmaps?name=&cd=DHfjVOp_0Tpx3jKgVv6lBS1ZUejkdZ5zUUUpQTItNFtXY4tp_NmfoGo4Fsk0_Vml2C+OH&desc=&mag=3&ds=n&state=OH&uzip=43620&country=US&BFKey=&cat=dine&resiz)
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- Text of Michigan V. Ohio, 410 U.S. 420 (<http://laws.findlaw.com/us/410/420.html>) , the 1973 United States Supreme Court decision resolving Michigan-Ohio boundary at Lake Erie.
- ToledoWar.com website (<http://www.toledowar.com/>) .
- Michigan Historical Markers (<http://www.michmarkers.com/startup.asp?startpage=S0261.htm>) . The marker for the Frostbitten Convention.
- Holy Toledo! Or the Continuing War Between Ohio and Michigan... (http://www.macombcountymi.gov/historicalcommission/pdfs/Holy_Toledo_2007.pdf)

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\$200,000 to begin construction. February 22, 1832 ground was broken and construction began.^[2] Construction of the canal reached Logansport by 1837.^[3]

The Panic of 1837 devastated Indiana's program of internal improvements, but did not stop construction entirely.^[4] The canal reached Lafayette by 1843, Terre Haute by 1848 and Evansville by 1853.^[5] During the summer of 1991, the Gronauer Lock was uncovered at New Haven, Indiana, during the construction of I-469. This is the only intact wooden timber lock discovered. Part of the Gronauer Lock is now on display at the Indiana Museum of History.

The high-line sections of the canal proved to be high maintenance and the cost of their repair is what eventually led to the collapse of the canal company. The worst offender was the common muskrat which were plentiful in the area. They would build burrows in the sides of the canal walls and once they tunneled through on the opposite side the water quickly washed out the entire wall of the levee which rendered the canal useless until it could be repaired.^[6]

Operation

The canal began operation in the summer of 1843. It only operated for about a decade before it became apparent that the canal was uneconomic. Even when canal boats were operated at extremely slow speeds, the banks rapidly eroded, and the canal had to be constantly dredged to be operable. Terre Haute, Indiana, housed the headquarters of the canal from 1847 through 1876, when the canal lands were sold at an auction conducted by resident trustee Thomas Dowling at the Vigo County Court House.



A boat on the canal in Delphi.

The last canalboat on the Wabash Canal made its last docking in 1874 in Huntington, Indiana, but other sections shut down years earlier. In 1877, Paulding County, Ohio residents put the final nail in the canal system's coffin: unhappy with mosquitos breeding in the stagnant waters of Six Mile Reservoir, they cut the dike and drained it in the Reservoir war. There were several other "reservoir wars" during the canal's colorful history over the same issue, including the Clay County Canal War in Indiana.

The right-of-way through Fort Wayne was purchased by the New York, Chicago, and Lake Erie Railway (the Nickel Plate Line) which ran from Buffalo - Chicago. This allowed the railway to run straight through the heart of a major midwestern city without razing a single home. The canal right-of-way was also directly adjacent to downtown, which made the new railway quite convenient for passengers and many businesses. The canal from Napoleon, Oh to Toledo, Oh was paved over to make Route U.S. 24.

Route

The Wabash & Erie Canal travels 497 miles from Toledo, Ohio on Lake Erie to Evansville, Indiana on the Ohio River. Its route takes it along the left bank or northside of the Maumee River from Toledo to the headwaters at Fort Wayne, Indiana. From here, it follows the historic Indian portage to the Wabash River. Following the Wabash River, again on its north side, this is now the right bank. The canal heads

downstream to Delphi. At this location, it crosses to the left bank (eastside). Continuing down the Wabash to Terre Haute, the canal turns southeast from the Wabash, using several other riverways, until reaching the Ohio River in Evansville.

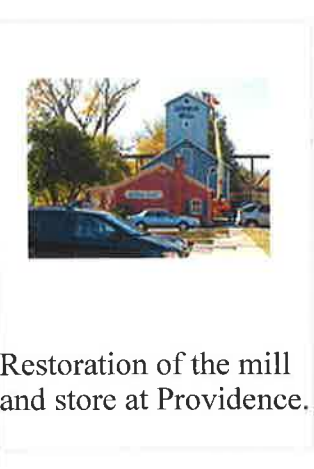
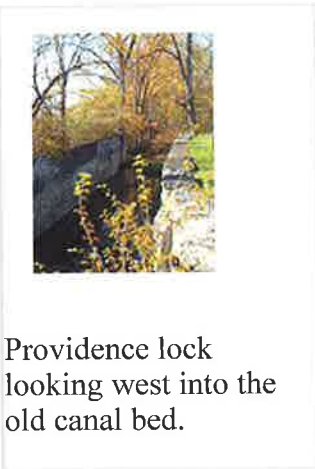
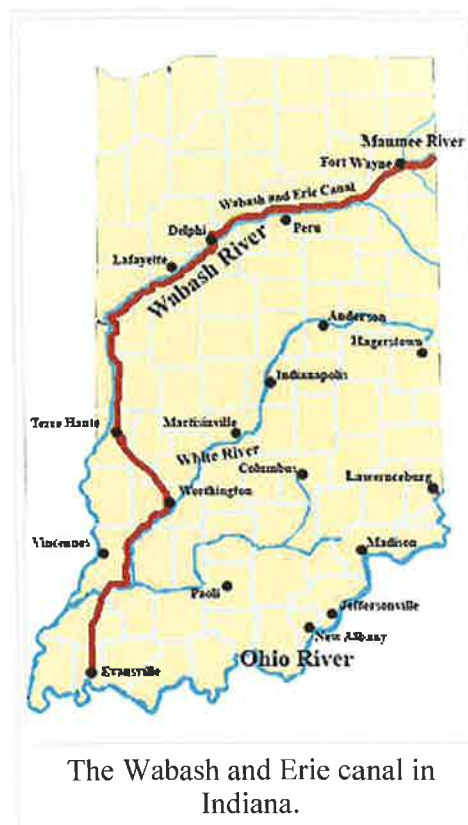
Maumee River Section

The Miami and Erie Canal runs from Toledo to Cincinnati. The route as far as the Napoleon Bend was used by the Wabash & Erie Canal to reach Lake Erie. The joint route includes the following towns and cities.

Toledo, **Bend View Metro park** (towpath), **Side Cut Metro park** (towpath & 3 of 6 locks). Providence (operating canal section).

Maumee, Waterville, **Providence/Grand Rapids** (locks and other canal features), Independence.

Defiance At Defiance, the Miami and Erie Canal crossed the Maumee River and turned south up the Auglaize River. This route carried the canal southward to the divide with the Great Miami and eventually the Ohio River at Cincinnati. Meanwhile, the Wabash & Erie Canal continued west along the Maumee River to the portage at Fort Wayne, Indiana. The two canals split at Junction, Ohio.



New Haven-Indiana.- (intersection of U.S. 24 and Harper Road, on the right when traveling east on U.S. 24)

Gronauer Lock No 2 *Wabash and Erie Canal lock was discovered here June 1991 during excavation for highway construction. It was built 1838–1840 by Henry Lotz and named for lock keeper Joseph Gronauer. The rare, well-preserved timber-frame design lock measured 115 by 40 feet; lock chamber was 90 by 15 feet; two-thirds of the total structure was excavated and removed.*



Numerous artifacts and 750 pieces of timber were recovered. After extensive preservation treatment, approximately 5 percent of total lock structure is included in an Indiana State Museum Exhibit. Wabash and Erie Canal, America's longest at approximately 460 miles, linked Lake Erie at Toledo, Ohio with Ohio River at Evansville 1853.^[7]

Location of Gronauer Lock #2.

Fort Wayne is located at an old portage between the Maumee River and the Wabash River. Here, the canal crossed 5 miles to the Little Wabash River and headed downstream through Indiana. Since this was the highest point on the canal (i.e. the summit), Fort Wayne became known as the "Summit City."

Wabash River Section

Roanoake.

Huntington - intersection of North Jefferson Street and East Washington on North Jefferson Street
Canal Landing on Washington Street - *The Huntington Landing started 120 feet west on Washington St and continued to the lock at Cherry St. The Wabash & Erie canal was 4 feet deep and 100 feet wide as this point. Other locks were at First St. and Byron St. The Canal was completed from Fort Wayne to Huntington on July 3, 1835, and from Toledo to Evansville, 459 miles, in 1854. The Canal preceded the railroad to Huntinton by 20 years, spurring early settlement. The Canal was abandoned in 1873.^[7]*

Rook House - at the intersection of East Park Drive (U.S. 224) and Warren on East Park Drive. located on the south wall of the building.

The first permanent hotel of Huntington was built of stone on this site by General John Tipton in 1835. Standing on the bank of the Wabash and Erie Canal, it was a commercial, political and social center. From 1862 to 1872 it housed one of the first public schools and was destroyed in 1873.^[8]

Forks of the Wabash Park (Museum),



Rook House Marker



Rook House



Burks Lock Historic Marker



Map of the Wabash & Erie Canal



Historic Canal Route,
now US 24

Rich valley, Peru, Logansport,

Delphi, Canal Interpretive Center (watered section, canal boat, bridge and mill site). Here in Delphi, the canal crossed the Wabash from the right bank (northside) to the left bank (southside). A dam was built across the Wabash River at Pitts to create a slack water area to allow the boats to cross the river without and aqueduct.



Water section of the canal in Delphi, Indiana



Reconstructed Canal Town - Canal Park Visitor Center



Canal Lock in Delphi, Indiana

Lafayette, Attica, Fountain, Covington, Montezuma, Terre Haute

Cross Cut Canal Section

Eel River Section Between Terre Haute and Worthington, the canal route left the Wabash River and was legally considered to be the Cross Cut Canal. This created a link to the Central Canal and a route to Evansville. Since no other section of the Cross Cut Canal was contemplated nor built, it is considered historically to be part of the Wabash and Erie Canal.

Riley, Worthington

West Fork of the White River

Or the Indiana Central Canal.

From Newberry south, the W&E Canal followed the route of the Central Canal. The Central Canal was planned from Logansport, through Indianapolis and south to Evansville. Only the section from Newberry south and a few miles in Indianapolis were built. Newberry, Edwardsport, Petersburg, Francisco (Pigeon Creek section begins), Evansville, Indiana.

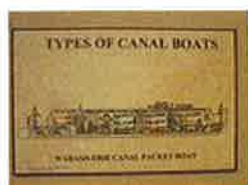


Travel

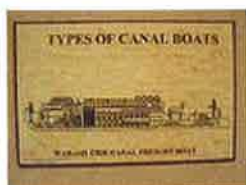
Indiana Central Canal in Indianapolis

Travel along the canal was accomplished by canal packets. There were freight and passenger packets. The passenger packet consisted of a series of rooms along the length. Towards the front was the main saloon. Here meals were taken. This room was converted into a men's dorm for sleeping. The ladies saloon was towards the back of the boat. It was the women's sleeping dorm at night.

Packets were pulled by three horses, oxen, or a mixture of oxen and horses. The most common problems identified in journals of that time were, heat, mosquitoes, and the close proximity to the other passengers.^[9]



Passenger Packet, courtesy of the Canal Interpretive Center, Delphi, IN



Freight Packet, courtesy of the Canal Interpretive Center, Delphi, IN



Except for the draft, this represents an average packet, Forks of the Wabash Museum, Huntington, IN

See also

- Indiana Mammoth Improvement Act
- Indiana Central Canal

Notes

1. ^ Charles R. Poinsett, Fort Wayne During the Canal Era 1828-1855 ([Indianapolis:] Indiana Historical Bureau, 1969), 33-34.
2. ^ Poinsett, 35-36
3. ^ Poinsett, 80.
4. ^ Poinsett, 81.
5. ^ Andrew R. L. Cayton, *Frontier Indiana* (Indianapolis: Indiana University Press, 1996), 285.
6. ^ Dunn, Jacob Piatt (1919). *Indiana and Indianans*. American Historical Society. p. 399.
7. ^ ^a ^b Indiana State Historic Marker
8. ^ Daughters of the American Revolution Historic Marker
9. ^ *Indiana, A History*; William E. Willson, Indiana University Press; Bloomington; 1966; pg 178

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1. Wabash & Erie canal, Lock No. 2 (Gronauer Lock), HAER No. IN-74; Historic American Engineering Record, Department of the Interior; Philadelphia, Pennsylvania; 1994

External links

- Canal Construction in Indiana (<http://www.in.gov/history/3057.htm>) - *The Indiana Historian*, September 1997
- Wabash and Erie Canal in Carroll County (<http://www.wabashanderiecanal.org/>)
- The Early History of Fort Wayne (<http://jordan.fortwayne.com/ns/heartland/history/rhist7.php>)
- Historical Marker Database (<http://www.hmdb.org/marker.asp?marker=3679>)
- Wabash and Erie Canal Journey (<http://www.wabasherie.homestead.com/files/journey.html>)
- Maumee Valley Heritage Corridor (<http://www.maumeevalleyheritagecorridor.org/>)
- Gronauer Lock discovery (http://indiana.typepad.com/fwob/2007/01/valedictory_cha.html/)

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anywhere in the country west of Schenectady, New York.¹¹ The passenger coach on the Erie and Kalamazoo was called a "pleasure car," a top-heavy affair with ornamental openings that made it look somewhat like a traveling chapel. Later, passenger cars were provided with benches along the sides, and an entrance door on one side. Double-decker coaches were also used, with the upper deck reserved for women and furnished somewhat more lavishly than the lower deck. In 1837 the Erie and Kalamazoo received at Toledo a locomotive manufactured by the Baldwin Works in Philadelphia. This was the first locomotive to operate on a railroad west of the Alleghenies.

Although the Erie and Kalamazoo was never completed to Marshall, it did build two branch lines. Attitudes in Michigan toward the company, however, changed after the final transfer of the Toledo strip to Ohio. Now the railroad, which had been a source of pride to the residents of the southern tier of counties and had promoted the economic growth of that area, came to be looked on as a "foreign corporation" which was causing Michigan merchants to lose business to merchants in the out-of-state port of Toledo. In 1849 the company leased its lines and right of way to the Michigan Southern Railroad, with the Erie and Kalamazoo receiving an annual rental fee of \$30,000, which its directors distributed among the stockholders. The receipt of these fees ended in June 1970 with the bankruptcy of the Penn Central system, the firm then leasing the Erie and Kalamazoo lines, and control of the company's twenty-two miles of track was transferred to Conrail on April 1, 1976. Whatever its economic prospects might be, Michigan's pioneer railroad company was determined to maintain its corporate existence, for sentimental if not financial reasons.¹²

The Erie and Kalamazoo was the only one of twenty railroad companies chartered by 1837 that was actually in operation by that date. With the prospect of sharing in the distribution of the federal surplus, there were demands that the state government speed up the construction of internal improvements. Much was made of the fact that settlers along the Erie and Kalamazoo were now able to buy eastern commodities, such as salt from New York, at greatly reduced prices, and also were able to sell their products more readily. The

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the state government speed up the construction of internal improvements. Much was made of the fact that settlers along the Erie and Kalamazoo were now able to buy eastern commodities, such as salt from New York, at greatly reduced prices, and also were able to sell their products more readily. The clamor for state action was irresistible. The spirit of the time was illustrated in a report of the internal improvements committee of the state house in January 1837, which favored a state-built and state-operated rail system:

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On the basis of supposedly prudent estimates, it was asserted that an internal-improvements system would pay for itself and yield a net profit of \$3 million to the state in twenty years.

Governor Mason recommended that the state become a subscriber to the stock of private companies organized to build railroads and canals, borrowing money for the purpose. The legislature, however, preferred to proceed by state action alone. On March 20, 1837, the internal improvements bill became law. It authorized work to proceed on three railroads and two canals. The first of

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stock of private companies organized to build railroads and canals, borrowing money for the purpose. The legislature, however, preferred to proceed by state action alone. On March 20, 1837, the internal improvements bill became law. It authorized work to proceed on three railroads and two canals. The first of the railroads was to run from Monroe through the southernmost tier of counties to New Buffalo on Lake Michigan. The bill also called for the purchase of the Havre Branch Railroad, a line still in the planning stage that was designed to connect the terminus of the southern railroad, as the Monroe to New Buffalo line was called, with the new town of Havre, which had been founded seven miles north of Toledo, within Michigan, and had ambitions of becoming a rival of the city Michigan had lost to Ohio.

The second of the three state railroads — the central — was to connect Detroit and St. Joseph by a line through the second tier of counties. The rights and properties of the Detroit and St. Joseph Railroad Company, which had been chartered to build a line between these two points, were to be acquired by purchase. The northern railroad was to run from St. Clair (then called Palmer) on the St. Clair River to the navigable waters of the Grand River at Grand Rapids or to the mouth of that river at Grand Haven. Unlike the southern and central railroads, which would run through areas already settled, the northern line would run through the largely undeveloped fourth tier of counties.

The third tier of counties was to be served by a canal connecting the waters of the Clinton River on the east with those of the Kalamazoo on the west. Such a canal had been discussed for some time prior to 1837 and had aroused greater support among the residents of this area for this type of improvement than for a railroad. Although the project seems rather visionary today, many believed in its success, as evidenced by the founding of the town of Vermontville in western Eaton County in 1836 on a site chosen because it lay on the route of the proposed Clinton-Kalamazoo Canal.¹³ A second canal in the 1837 legislation would connect the waters of the Saginaw and Grand rivers on the extreme northern fringe of settlement. In a sense it was a copy of one of the

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... in western Eaton County in 1836 on a site chosen because it lay on the route of the proposed Clinton-Kalamazoo Canal.¹³ A second canal in the 1837 legislation would connect the waters of the Saginaw and Grand rivers on the extreme northern fringes of settlement. In a separate act, a survey of yet a third canal, around the rapids in the St. Mary's River at Sault Ste. Marie, was also authorized.

To manage the construction and operation of the railroads and canals, a seven-man board of internal improvements was established. The financing of the program was to be taken care of by a bill that authorized the governor to negotiate a loan of \$5 million, secured by the faith and credit of the state. It would have been far wiser for the state to have built one railroad from

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Detroit to St. Joseph, through the second tier of counties, with branch lines into selected areas in the first and third tiers of counties. "Such a system," argues Robert J. Parks, author of the most recent and thorough study of this internal improvements program, "could have been economically constructed, profitably operated, and gradually extended, while the state would have been able to exist well within its means. Such a program would have clearly guaranteed profitable operation, and stimulated a high level of agricultural growth." Although the wisdom of such a limited course of action was recognized by responsible leaders, political considerations led to the adoption of the more ambitious program since it offered something for virtually every settled

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guaranteed profitable operation, and stimulated a high level of agricultural growth." Although the wisdom of such a limited course of action was recognized by responsible leaders, political considerations led to the adoption of the more ambitious program since it offered something for virtually every settled area of the state.¹⁴

Unfortunately, Michigan's internal improvements program, which, if it had any chance of success, depended on the continuance of a booming economy, was adopted on the eve of the Panic of 1837. Looking back on the boom of the mid-thirties it is difficult to understand why the people of the time failed to recognize the clear signs that they were heading for a fall. The speculation in Michigan land values in the early thirties, for example, was fantastic. The enormous note issues of the banks were obviously out of proportion to their resources. And the internal improvements programs adopted by the states were far beyond their ability to finance. The nation was importing, largely from Great Britain, much more than it was exporting, and piling up a steadily mounting debt to British merchants and manufacturers. A day of reckoning was inevitable.

In July 1836 President Jackson issued his Specie Circular, which decreed that henceforth only gold and silver would be acceptable payment for public land, except for bona fide settlers, who, until December 15, were allowed to pay for no more than 320 acres in bank notes. This indicated the government's lack of faith in the soundness of the paper money that had been issued in vast amounts. About the same time, British exporters began demanding payment of overdue debts from American buyers and refusing to extend new credits. This resulted in a drain of specie from American banks. Then on January 1, 1837, when the distribution of the government surplus began, banks were called on to pay the states the specie that the federal government had deposited with these banks. The second quarterly payment exhausted their resources, and in May 1837 banks throughout the country suspended specie payments. This meant that a bank note no longer could be presented for payment at full value in gold and silver. These notes quickly depreciated in value, and many of them

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10:43 AM 11/19/2010

Michigan: a history of the Wolverine State By Willis Frederick Dunbar, George S. May

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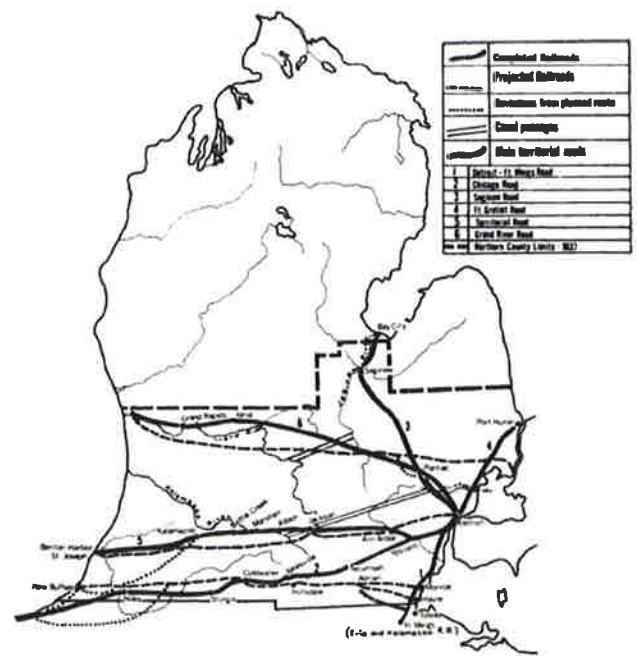
Result 4 of 6 in this book for Port Lawrence, Michigan - < Previous Next > - View all
 Clear search

with these banks. The second quarterly payment exhausted their resources, and in May 1837 banks throughout the country suspended specie payments. This meant that a bank note no longer could be presented for payment at full value in gold and silver. These notes quickly depreciated in value, and many of them became virtually worthless.

By the middle of 1837, thousands of people in the eastern part of the country were unemployed. Hundreds of firms went bankrupt and business was almost at a standstill. In the West, however, there was less distress and

A CYCLE OF BOOM, BUST, AND RECOVERY







INTERNAL IMPROVEMENTS ABOUT 1837

Port Lawrence, Michigan Go

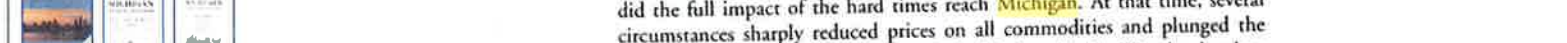
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232 A CYCLE OF BOOM, BUST, AND RECOVERY

* * *

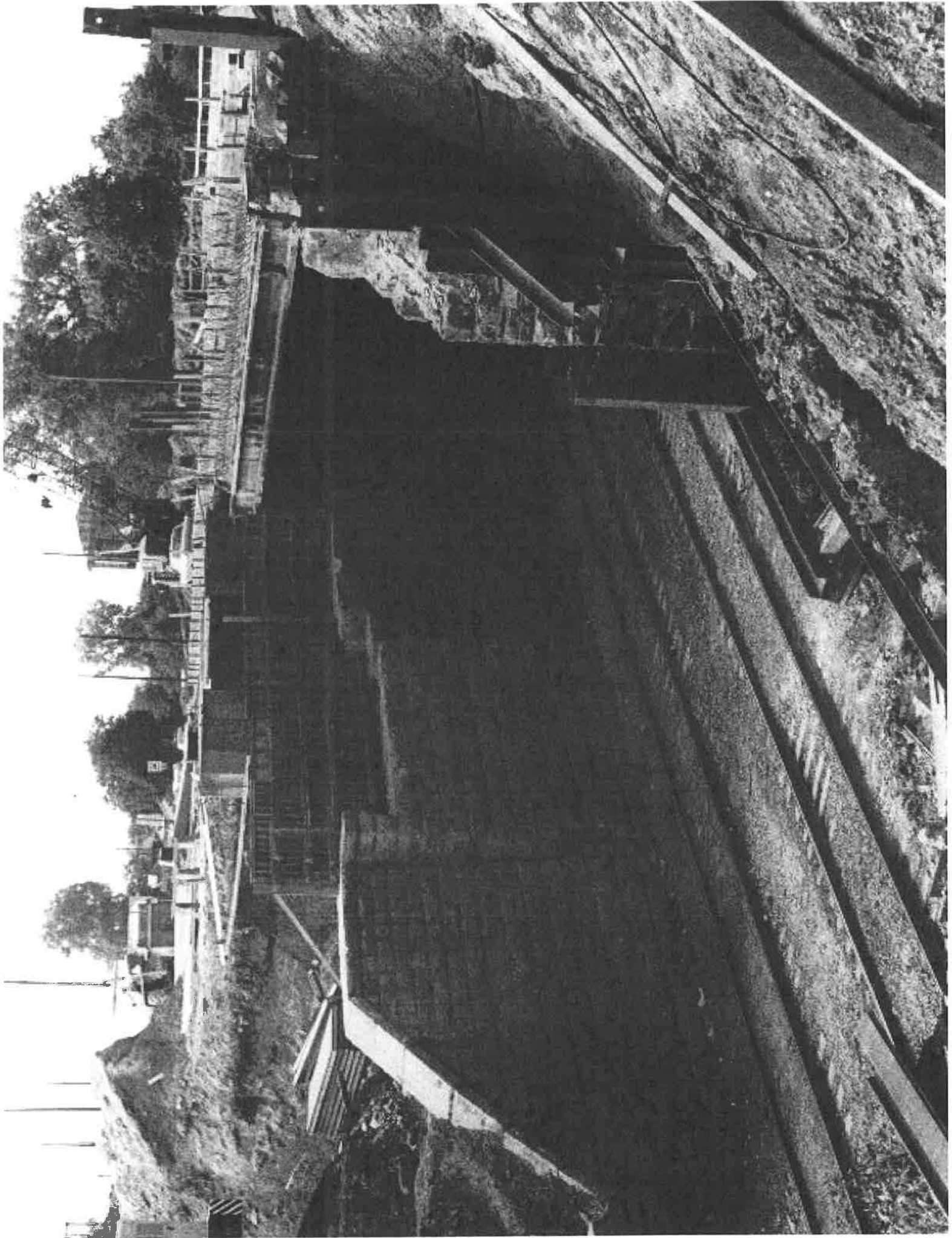
Internet | Protected Mode: On

232 A CYCLE OF BOOM, BUST, AND RECOVERY

* * *

Following the passage of Michigan's Internal Improvements Act in 1837, surveyors and engineers set out from Detroit to blaze the way for the railroads and canals that were to transform the wilderness into prosperous farms and bring rewards to the towns along their routes. It was easier to locate the route for the northern railroad than for the others, because there were not so many towns contending that the railroad should be laid out to accommodate them. The line was surveyed to Grand Haven, a distance of 201 miles, and the cost of construction was estimated to be \$1,409,015.75. The southern route was found to be 183 miles long, and the cost of building this railroad was estimated at \$1,496,376.39. The cost of the central railroad was set at about \$1,700,000 and the distance was 153 miles. These surveys, as well as those to be followed by the canals, were completed by January 1, 1838. The board for internal improvements by that date had bought the property of the Detroit and St. Joseph Railroad Company, had let contracts for the beginning of construction on all three of the projected state railroads, and had spent at least \$415,000.

The preliminary work done by the Detroit and St. Joseph Railroad Company made it feasible to start construction on the central line first. Before the end of 1837 the railroad was in operation as far west as Dearborn, and on February 3, 1838, there was a memorable celebration when the first train made the run from Detroit to Ypsilanti. The locomotive hauled several flatcars, all loaded with passengers, and two passenger coaches having the appearance of Concord coaches with doors on each side. One of these, named the "Governor Mason," had been built in Detroit. Aboard the train was the governor, as well as many other distinguished citizens. A list of names had been prepared, and the





Dave
Dicke/RealEstate/D02/ODOT
04/14/2010 08:26 AM

To Aaron Behrman/Production/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT, Rich
Marinucci/RealEstate/CEN/ODOT@ODOT
cc Doris Sadoski/RealEstate/D02/ODOT@ODOT, Richard
Behrendt/RealEstate/CEN/ODOT@ODOT, David
Seasly/RENW/CEN/ODOT@ODOT
bcc
Subject Fw: LUC-25-7.92 pid 23593, 85266

Aaron and Jim, and company,
Please advise what, if anything, we will need from the rail road on project PID 85266. I have no new plans since it was split from pid 23593 and cannot proceed. R/W plans were approved and sent to Central Office for acquisition 5-12- 2005 The project was put on hold as the rail road did not agree with the plan design as I recall. The original r/w clear date was 3-10-2006.

Rich(s)
PID 23593 (not 23595 as you note below) originally had the rail road bridge as part of a multiple bridge rehab project. A new pid 85266 was created to split the LUC-25-7.92 out of the former pid. Thus you should only be working on PID 85266.
I have not seen any new plans or had any meaningful discussion as to what will be expected on this project. (The rail road is asking for?). Thus I have asked the project manager Mr. Jim Bradley P.E and our Production Administrator Mr Aaron Behrman P.E. to provide their thoughts on this project.

Doris please add this to tracking.

Thanks to all D Dicke

David T. Dicke
Real Estate Administrator, District 2, ODOT
317 East Poe Road, Bowling Green, Ohio 43402
phone: 419-373-4316 fax: 419-380-4407
e-mail: ddicke@dot.state.oh.us

----- Forwarded by Dave Dicke/RealEstate/D02/ODOT on 04/14/2010 07:56 AM -----



Rich
Marinucci/RealEstate/CEN/O
DOT
04/14/2010 07:32 AM

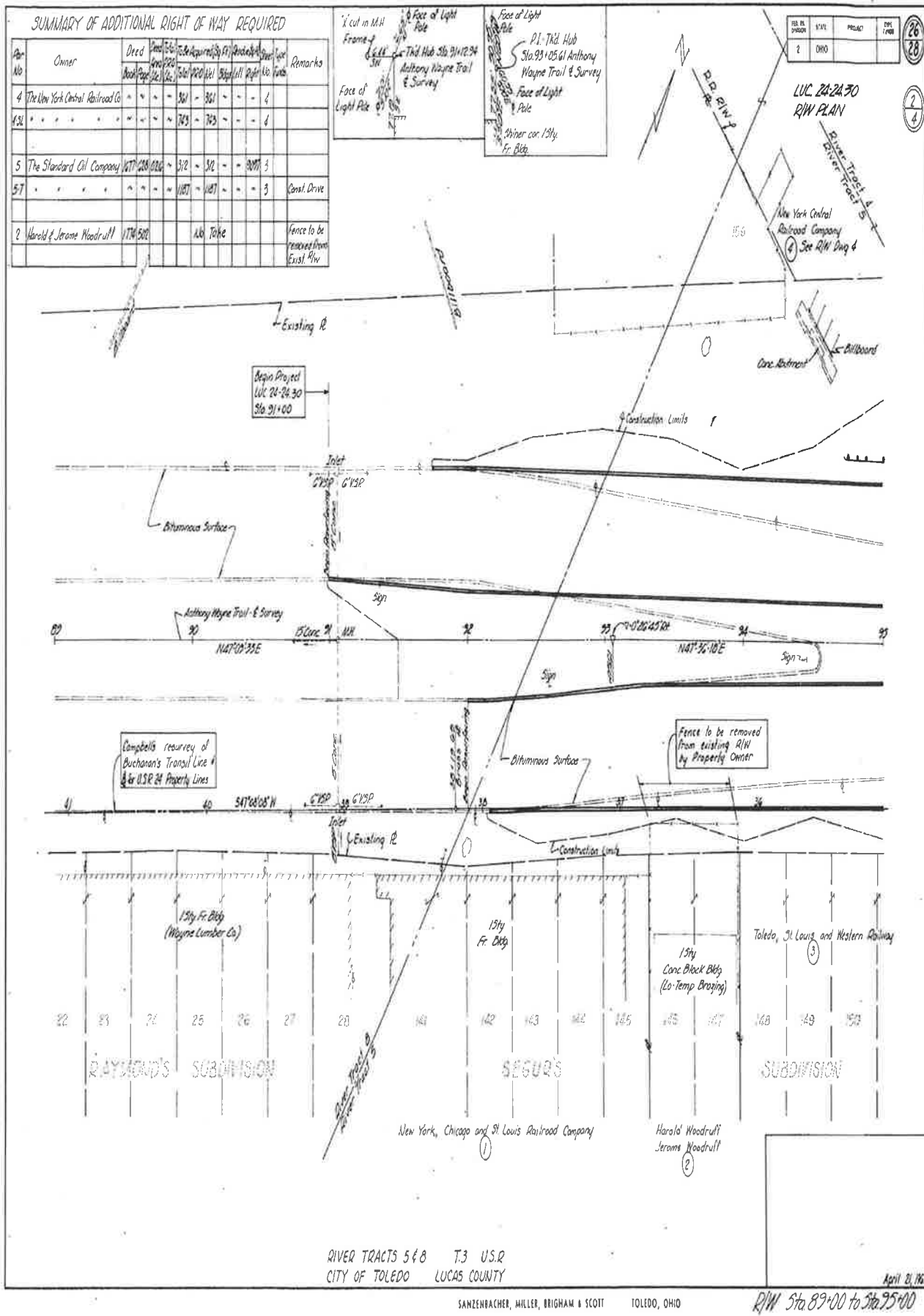
To David Seasly/RENW/CEN/ODOT@ODOT
cc Dave Dicke/RealEstate/D02/ODOT@ODOT, Wayne
Pace/RealEstate/CEN/ODOT@ODOT, Richard
Behrendt/RealEstate/CEN/ODOT@ODOT
Subject LUC-25-7.92
PID 23595
PID 85266

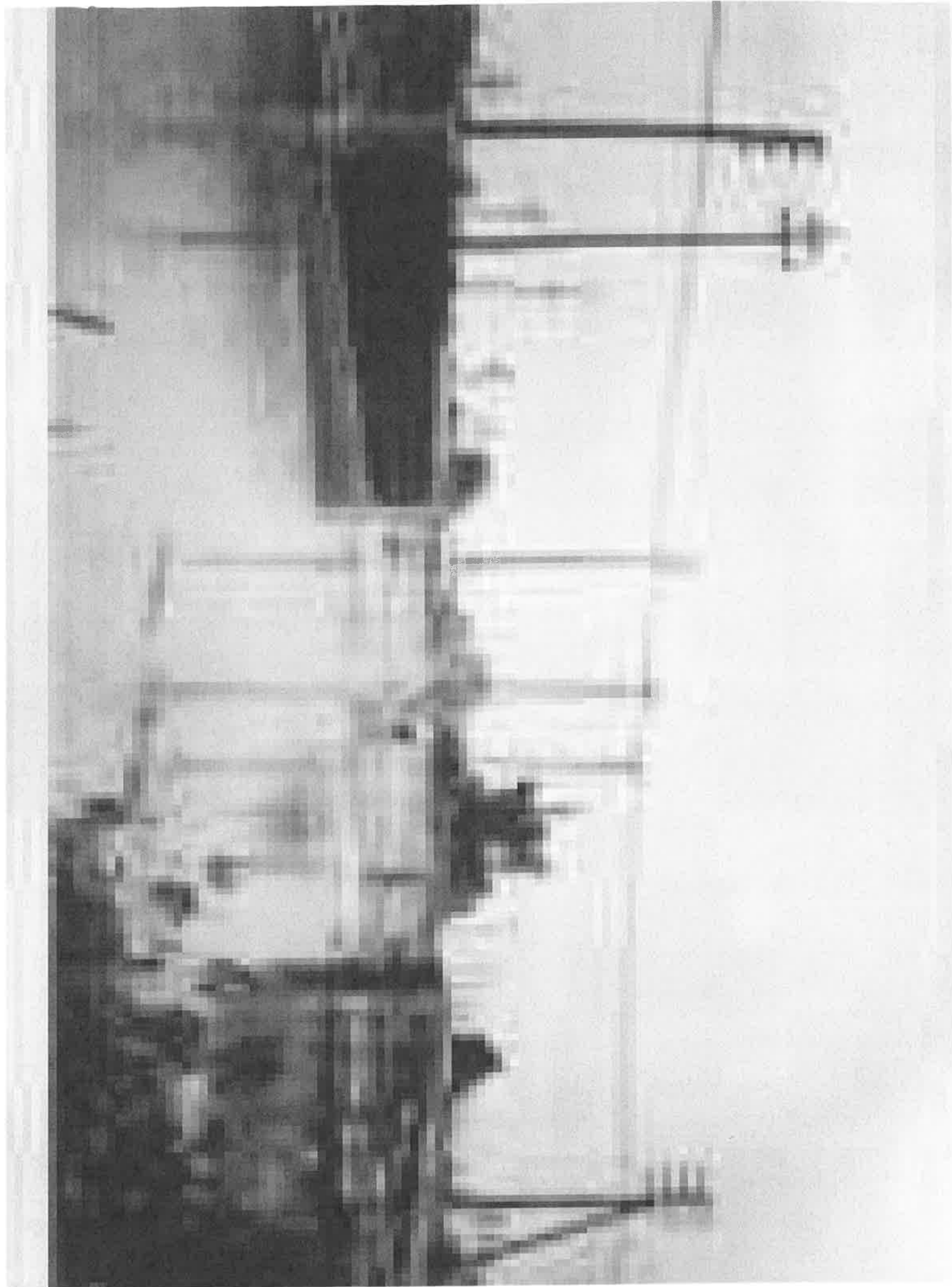
David,
As you already know, Janice Holmes left last week and I have taken over the railroad acquisition. In reviewing the above project, there appears to be some confusion on what exactly is suppose to be acquired, under what PID, and within what time frame.

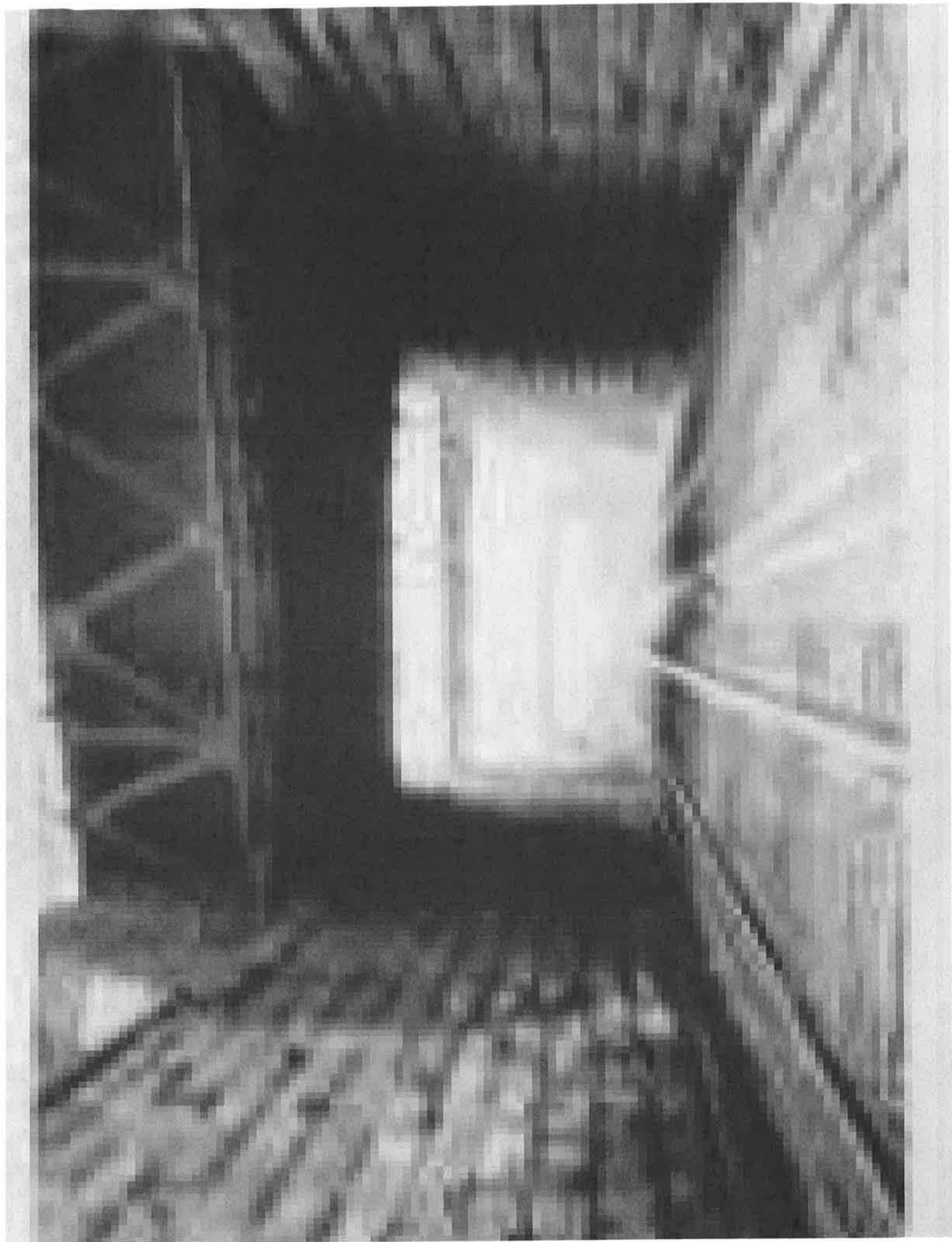
Can someone get me the most current information and PID?

Thanks for your help.

Richard Marinucci
Real Estate Specialist
Government and Railroad Acquisition
Phone 614-644-8740
Email: Rich.Marinucci@dot.state.oh.us









Dave
Dicke/RealEstate/D02/ODOT
07/19/2010 03:41 PM

To David Seasly/RENW/CEN/ODOT@ODOT
cc
bcc
Subject Fw: LUC-25-7.92 pid 85266 old canal land vs rail land

fyi

David T. Dicke
Real Estate Administrator, District 2, ODOT
317 East Poe Road, Bowling Green, Ohio 43402
phone: 419-373-4316 fax: 419-380-4407
e-mail: ddicke@dot.state.oh.us

----- Forwarded by Dave Dicke/RealEstate/D02/ODOT on 07/19/2010 03:37 PM -----



Dave
Dicke/RealEstate/D02/ODOT
07/19/2010 03:40 PM

To Mike Ligibel/Planning/D02/ODOT, Aaron
Behrman/Production/D02/ODOT, Steve
Colony/Production/D02/ODOT, James
Bradley/Production/D02/ODOT
cc
Subject LUC-25-7.92 pid 85266 old canal land vs rail land

Mike, Jim and company,

Jim Bradley and I reviewed old plans and canal surveys this am. Based on the best information we have to date, the canal land ownership precludes the rail land ownership. Thus the rail road must have built the rail bridge under the canal.

Subsequently the canal was filled in and made a public road. After that the "bridge" that helped the canal was improved to better serve the roadway needs of the late 1960's. No acquisition was made from the rail line owners where the canal property lines were present. If work was outside the old canal land property line then new easements were acquired. Thus it would appear that the rail road exists under the bridge by "permit" from the early 1900's. Since they most probably built the 2 track bridge in the early 1910's on what was "public canal lands" they were there by "permit".

Photos Jim found and sent show the canal over the rail and shows the same stone blocks from the wing wall (missing or fallen from old and new photos) have been almost unchanged for the 70 + years.

We have been sitting on the r/w plans for the project since 2005 that correspond to this ownership conclusion.

Please advise how we shall proceed to get this project off the ground and built....

Thanks D Dicke

David T. Dicke
Real Estate Administrator, District 2, ODOT
317 East Poe Road, Bowling Green, Ohio 43402
phone: 419-373-4316 fax: 419-380-4407
e-mail: ddicke@dot.state.oh.us



**James
Bradley/Production/D02/ODO
T**

07/16/2010 12:19 PM

To Mike Ligibel/Planning/D02/ODOT@ODOT, Dave
Dicke/RealEstate/D02/ODOT@ODOT
cc Aaron Behrman/Production/D02/ODOT@ODOT

bcc

Subject Fw: LUC-SR25, PID 85266 - Toledo, Lucas County, Ohio -
Anthony Wayne Trail OHB, Milepost CD-289.14, File:
BR0029325 (117-34501)(2)

History:

This message has been forwarded.

Mike/Dave,

I really question who has ownership of this structure and how the railroad got permission to locate under SR-25. From early pictures this bridge may have been constructed by the railroad to span the Miami Erie Canal over the railroad. Dave would there be anyway to research this?

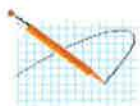
The pictures appear to be prewar. Note that the retaining wall in question has the same missing stones from the prewar picture to the most recent picture. Is this wall really a problem?

Jim Bradley



c02fa83b.jpg 503171b.jpg MVC-013S.JPG

----- Forwarded by James Bradley/Production/D02/ODOT on 07/16/2010 11:46 AM -----



**Richard
Behrendt/RealEstate/CEN/O
DOT**

07/16/2010 11:00 AM

To "Wyatt, Dave" <dave.wyatt@nscorp.com>

cc "Stine, Charles E." <charles.stine@nscorp.com>, "Lange,
Dustin K." <dustin.lange@nscorp.com>, "Carter, James N.
Jr" <james.carterjr@nscorp.com>, "Borasky, Matthew"
<matthew.borasky@nscorp.com>, "Merilli, Philip"
<philip.merilli@nscorp.com>, "Moore, Rhonda A."
<rhonda.moore@nscorp.com>, "Harris, William J."
<william.harris@nscorp.com>, Mike
Ligibel/Planning/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT

Subject Re: LUC-SR25, PID 85266 - Toledo, Lucas County, Ohio -
Anthony Wayne Trail OHB, Milepost CD-289.14, File:
BR0029325 (117-34501)(2)

Dave,

Thanks for taking a few moments yesterday to talk further about this project on NS's Chicago Line MP CD-289.14 In Toledo...

As I stated, this project seems to have been on hold for some years, and had originally included a total of three (3) spans. The two other spans have since had design completed and are under construction; but it's apparent that in order to move forward w/this span, we needed to clarify several elements that might have resulted in some of the impasse.

My understanding from your trailing email and our discussion is that NS is predominately concerned about 3 elements...

a) Vertical clearance:

In talking w/Mike Ligibel at the District, there is an effort to make as much accommodation as possible to provide 23' vertical clear - I have not seen any drawings that show what the vertical clearances would be for this project, and so cannot make an absolute guarantee, as I'm not aware of whether NS has done

recent surfacing and lining over the last few years that might have affected vertical clearance dimensions that our consultant may be using in the design, but we'll certainly work to give as much as possible, if not the 23' total clearance dimension...

b) The condition of the existing horizontal abutment wall:

We are aware of the condition of the existing horizontal wall adj. to #1 Track is deteriorating, and as part of this project, we would like to remediate this as much as possible. However, because the existing horizontal clearance (approx. 8'+/- from centerline of Track #1) is very narrow, the work cannot be done safely without an assurance from NS that they would work w/the State on developing some solutions and/or some work windows for track time on #1 Track in order to do this work - Alternatively, perhaps this work could be done in conjunction with a scheduled NS MOW and/or track outage window(s) when this track might otherwise be temporarily OOS between CP287 & CP289 if planned schedules can be conveyed to the State for scheduling as we near construction (currently, this project is not due to sell until FY2013 (which starts on 7/1/12 and runs through 6/30/13)). .

c) Future track capacity

As we have in the past, we've made reasonable accommodation for added track capacity on many of our projects, including all of our new bridges in the Grade Separation program that involves NS.

Ideally for this project, I agree that the best solution to accommodate future track capacity at this location would be to remove the existing sub- and superstructure, and construct a new span from the ground up..However, the current project was only programmed and funded for replacement of the superstructure and repair of the horizontal wall.

To do a total bridge replacement would require additional environmental and engineering analysis, which unfortunately the current funding level dedicated to this project is not available to support that level of effort.

I would suggest that if NS feels that ODOT should consider accommodating for future track capacity at this location, then a letter from NS addressing this issue should be sent to Director Jolene Molitoris here at Central Office requesting ODOT to look into this....

In the meantime, let me know on the horizontal wall issues as described above in b) (plus any ideas you might have to mitigate the delays to rail traffic that we might want to consider) - Once I hear back from you, I'll put together an Engineering Agreement that would cover engineering and design review costs that NS might incur in their review of upcoming design documents, so that we can then move forward...

Thanks again for your help...

Rich Behrendt
Program Mgr./State Rail Coordinator
Ohio Department of Transportation
1980 West Broad St.
Columbus, Ohio 43223
Phone: 614-387-3097
FAX: 614-466-0158
email: richard.behrendt@dot.state.oh.us
"Wyatt, Dave" <dave.wyatt@nscorp.com>



"Wyatt, Dave"
<dave.wyatt@nscorp.com>
07/15/2010 07:36 AM

To "Richard.Behrendt@dot.state.oh.us"
<Richard.Behrendt@dot.state.oh.us>
cc "Carter, James N. Jr" <james.carterjr@nscorp.com>, "Merilli, Philip" <philip.merilli@nscorp.com>, "Stine, Charles E." <charles.stine@nscorp.com>, "Lange, Dustin K." <dustin.lange@nscorp.com>, "Borasky, Matthew"



<matthew.borasky@nscorp.com>, "Moore, Rhonda A."
<rhonda.moore@nscorp.com>, "Harris, William J."
<william.harris@nscorp.com>

Subject Toledo, Lucas County, Ohio - Anthony Wayne Trail OHB,
Milepost CD-289.14, File: BR0029325 (117-34501)

Rich:

Attached is a letter that was sent to ODOT regarding the disrepair of this State maintained OHB. Also attached is a photo indicating one area where the abutment stones are missing.

We has been advised on several occasions that ODOT plans to replace this structure, please advise when ODOT has this structure scheduled for replacement. In the interim, please advise of ODOT's schedule to perform the needed maintenance of this structure.

Have a Safe Day!

David Wyatt
System Engineer Public Improvements
Norfolk Southern Corporation
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

Telephone: 404/529-1641
Cell Phone: 404/245-2596
Fax: 404/527-2769
e-mail: dave.wyatt@nscorp.com



[attachment "117-34501 556736_1.pdf" deleted by Richard Behrendt/RealEstate/CEN/ODOT]
[attachment "CD289-14.jpg" deleted by Richard Behrendt/RealEstate/CEN/ODOT]



Rich
Marinucci/RealEstate/CEN/O
DOT

04/14/2010 08:34 AM

To Dave Dicke/RealEstate/D02/ODOT@ODOT

cc Aaron Behrman/Production/D02/ODOT@ODOT, David
Seasly/RENW/CEN/ODOT@ODOT, Doris
Sadoski/RealEstate/D02/ODOT@ODOT, James

bcc

Subject Re: Fw: LUC-25-7.92 pid 23593, 85266

History:

This message has been replied to.

Dave,
In Ellis it appears the environmental document is not even completed on **85266**. Since 23593 does not need any acquisition, should I close out that file pending new plans and possible new takes under **85266**?

Richard Marinucci
Real Estate Specialist
Government and Railroad Acquisition
Phone 614-644-8740
Email: Rich.Marinucci@ dot.state.oh.us

Dave Dicke/RealEstate/D02/ODOT



Dave
Dicke/RealEstate/D02/ODOT

04/14/2010 08:26 AM

To Aaron Behrman/Production/D02/ODOT@ODOT, James
Bradley/Production/D02/ODOT@ODOT, Rich
Marinucci/RealEstate/CEN/ODOT@ODOT

cc Doris Sadoski/RealEstate/D02/ODOT@ODOT, Richard
Behrendt/RealEstate/CEN/ODOT@ODOT, David
Seasly/RENW/CEN/ODOT@ODOT

Subject Fw: LUC-25-7.92 pid 23593, 85266

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Thanks to all D Dicke

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e-mail: ddicke@dot.state.oh.us

----- Forwarded by Dave Dicke/RealEstate/D02/ODOT on 04/14/2010 07:56 AM -----



Rich
Marinucci/RealEstate/CEN/O
DOT

04/14/2010 07:32 AM

To David Seasily/RENW/CEN/ODOT@ODOT

cc Dave Dicke/RealEstate/D02/ODOT@ODOT, Wayne
Pace/RealEstate/CEN/ODOT@ODOT, Richard
Behrendt/RealEstate/CEN/ODOT@ODOT

Subject LUC-25-7.92
PID 23595
PID 85266

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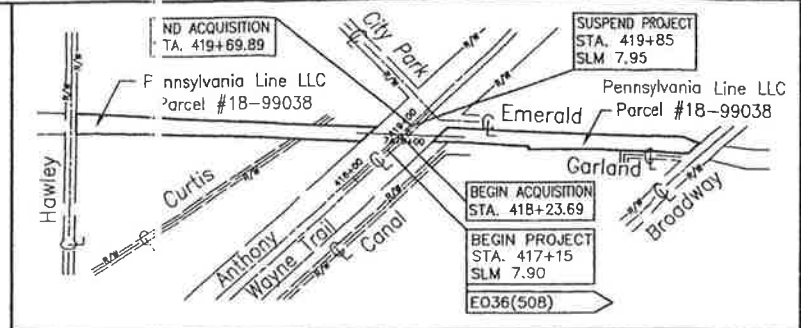
Thanks for your help.

Richard Marinucci
Real Estate Specialist
Government and Railroad Acquisition
Phone 614-644-8740
Email: Rich.Marinucci@ dot.state.oh.us

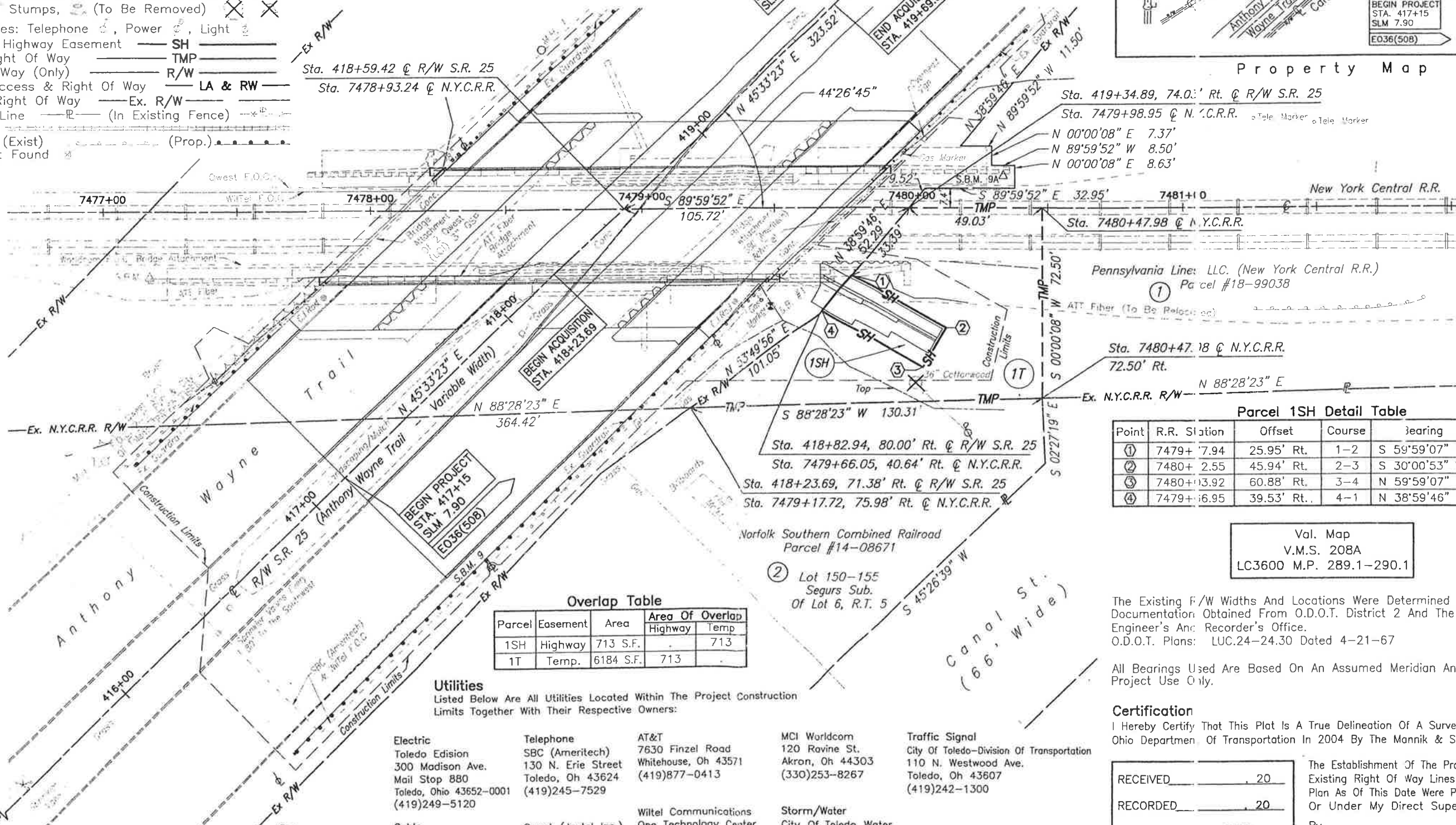
PENNSYLVANIA LINE LLC.

River Tract 5
City Of Toledo,
Lucas County, Ohio

- Conventional Signs**
- County Line
 - Township Line
 - Section Line
 - Corporation Line
 - Fence Exist. $\text{---} \times \text{---}$ Prop. $\text{---} \times \text{---}$
 - Center Line $\text{---} +890 \text{---}$ $\text{---} +891 \text{---}$
 - Trees, Stumps, (To Be Removed) $\text{---} \times \text{---}$ $\text{---} \times \text{---}$
 - Utility Poles: Telephone $\text{---} \circ \text{---}$, Power $\text{---} \bullet \text{---}$, Light $\text{---} \square \text{---}$
 - Standard Highway Easement $\text{---} \text{SH} \text{---}$
 - Temp. Right Of Way $\text{---} \text{TMP} \text{---}$
 - Right Of Way (Only) $\text{---} \text{R/W} \text{---}$
 - Limited Access & Right Of Way $\text{---} \text{LA \& RW} \text{---}$
 - Existing Right Of Way $\text{---} \text{Ex. R/W} \text{---}$
 - Property Line $\text{---} \text{---}$ (In Existing Fence) $\text{---} \text{---}$
 - Railroad $\text{---} \text{---}$
 - Guardrail (Exist) $\text{---} \text{---}$ (Prop.) $\text{---} \text{---}$
 - Monument Found $\text{---} \text{---}$



Property Map



Parcel 1SH Detail Table

Point	R.R. Station	Offset	Course	Bearing	Distance
①	7479+7.94	25.95' Rt.	1-2	S 59°59'07" E	39.97'
②	7480+2.55	45.94' Rt.	2-3	S 30°00'53" W	17.25'
③	7480+13.92	60.88' Rt.	3-4	N 59°59'07" W	42.69'
④	7479+16.95	39.53' Rt.	4-1	N 38°59'46" E	17.46'

Overlap Table

Parcel	Easement	Area	Area Of Overlap Highway	Temp
1SH	Highway	713 S.F.		713
1T	Temp.	6184 S.F.	713	

Utilities
Listed Below Are All Utilities Located Within The Project Construction Limits Together With Their Respective Owners:

- | | | | | |
|---|--|--|---|---|
| Electric
Toledo Edison
300 Madison Ave.
Mail Stop 880
Toledo, Ohio 43652-0001
(419)249-5120 | Telephone
SBC (Ameritech)
130 N. Erie Street
Toledo, Oh 43624
(419)245-7529 | AT&T
7630 Finzel Road
Whitehouse, Oh 43571
(419)877-0413 | MCI Worldcom
120 Ravine St.
Akron, Oh 44303
(330)253-8267 | Traffic Signal
City Of Toledo-Division Of Transportation
110 N. Westwood Ave.
Toledo, Oh 43607
(419)242-1300 |
| Gas
Columbia Gas
333 South Erie St.
Toledo, Ohio 43602
(419)252-8111 | Cable
Buckeye Cable
4818 Angola Rd.
Toledo, Ohio 43615-6411
(419)724-9810 | Qwest (Jaytel Inc.)
2770 Lexington Ave.
P.O. Box 3168
Mansfield, Oh 44904
(419)884-0400 | Storm/Water
City Of Toledo Water
Engineering Services
One Lake Erie Center
Toledo, Oh 43604
(419)885-8965 | The Location Of The Underground Utilities
Shown On The Plans Are As Obtained
From The Owners As Required By Section
153.64 O.R.C. |

Summary Of Additional Right Of Way Required

Parcel	Owner	Deed	Auditor's Parcel	Record Area	Gross Take	PRO in Take	Net Take	Residue	Fund	Remarks
1SH	Pennsylvania Lines LLC.	-	18-99038	21.660 Ac.	713 S.F.	0	713 S.F.	-		Pier Footing
1T					6184 S.F.	0	6184 S.F.			To Construct Pier

The Existing F/W Widths And Locations Were Determined Using Documentation Obtained From O.D.O.T. District 2 And The Lucas County Engineer's And Recorder's Office.
O.D.O.T. Plans: LUC.24-24.30 Dated 4-21-67

All Bearings Used Are Based On An Assumed Meridian And Are For Project Use Only.

Certification

I hereby certify that this plat is a true delineation of a survey made for the Ohio Department of Transportation in 2004 by The Mannik & Smith Group, Inc.

RECEIVED _____ 20
RECORDED _____ 20
BOOK _____ PAGE _____
COUNTY RECORDER

The Establishment Of The Property Lines And Existing Right Of Way Lines Shown On This Plan As Of This Date Were Performed By Me Or Under My Direct Supervision.
By _____
James A. Broadway
Surveyor No. 6909 Date _____

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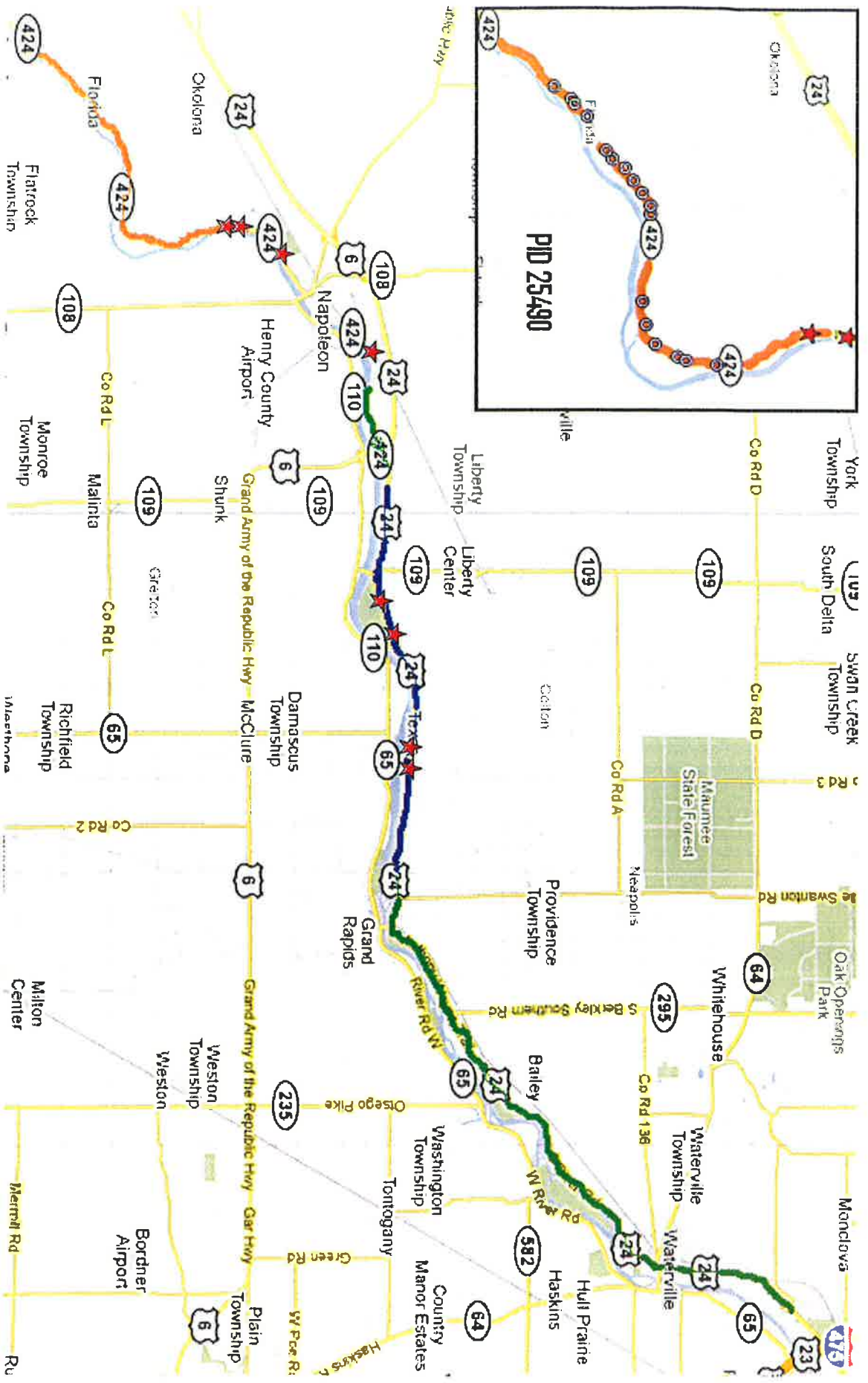
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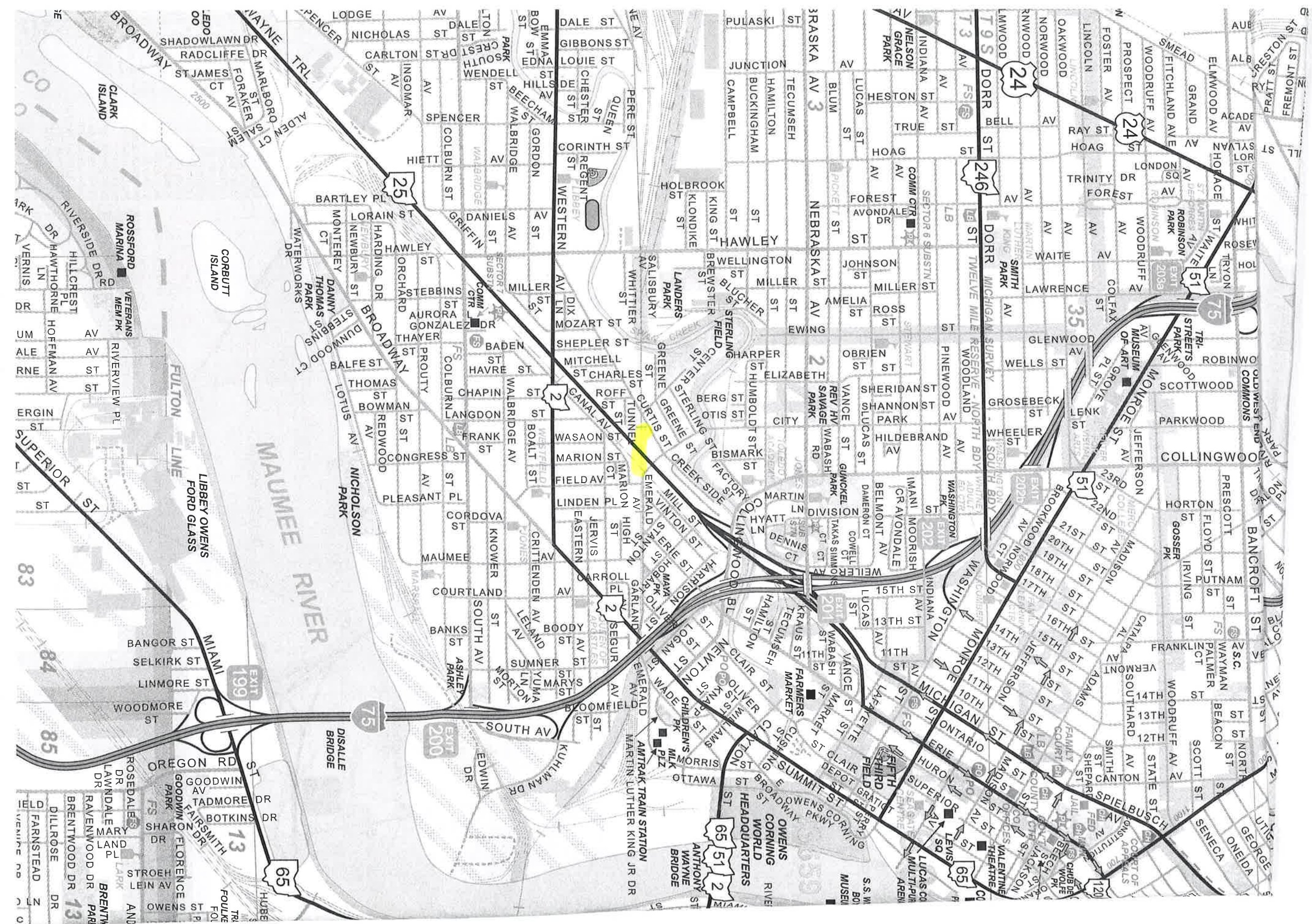
R/W DESIGNER JDB
R/W REVIEWER JLLW

RAILROAD PLAT
LUC-25-0729
SR-25 (ANTHONY WAYNE TRAIL) OVER NORFOLK SOUTHERN RAILROAD

LUC-25-(7.92)(8.29)(8.37)



- 25490; 2-lane resurfacing with pavement repairs as needed; Repair/replacement of 15 culverts along SR-424; Defiance Co line to Napoleon S. Corp
- 25491; 2-lane resurfacing with pavement repairs as needed; 0.78 miles east of SR-424 spur to Lucas County line
- 83984; Abandonment of US-24 in Lucas County from the Henry County line to the new US-24 and SR-424 in Henry County from Napoleon N. corp line to the end of the route.
- ★ 88197; Rehab/replace 8 stone arch culverts; 4 on HEN – 424 and 4 on HEN – 24



GENERAL CONTRACT RECORD

REG. NO. **147 073**

REGISTERED **MAR 1 8 1968**

ICC-NY-MASS-CAN

CALENDAR

COMPTROLLER

REC'D
MAR 18 1968
N. Y. C. SYSTEM
OFFICE OF
SECRETARY

PENN CENTRAL

466 Lexington Avenue - New York, N.Y. 10017

March 14, 1968 EED/o

**SUBJECT: Widening of existing overhead bridge -
Anthony Wayne Trail (U.S. Route #24)
over 2 Main Tracks in City of Toledo,
Lucas County, Ohio.**

File T-101-4-31

Mr. Thomas M. Major, Deputy Director
Division of Planning and Programming
Ohio Department of Highways
25 S. Front Street-Room 402
Columbus, Ohio 43216

Your ref: LUC-24-2430
LUC-24-2441

Attention: Mr. Byrd Finley, Jr.

Dear Sir:

This will acknowledge yours of March 4 transmitting
one (1) bound (the RR Copy) and twelve (12) unbound copies of
the covering agreement #1745 for the above project.

Special clauses transmitted with yours of February 20
are satisfactory to the Railroad.

Yours very truly,

(Signed) C. E. DEFENDORF
CHIEF ENGINEER

BC: Mr. R. W. Carroll:

One fully executed, bound copy of covering
agreement (State #1745) and 12 conformed copies
herewith for registration and distribution.
C.E.D.

Encls.

147073

IN THE MATTER OF THE WIDENING OF
THE EXISTING GRADE SEPARATION
STRUCTURE OVER THE TRACKS OF THE
NEW YORK CENTRAL RAILROAD COMPANY
ON THE ANTHONY WAYNE TRAIL, STATE
ROUTE NO. U.S. 24 AT A POINT BETWEEN
CURTIS STREET AND FIELD AVENUE IN
THE CITY OF TOLEDO, LUCAS COUNTY,
OHIO.

AGREEMENT NO. 1745

A G R E E M E N T

THIS AGREEMENT, made this 31st day of January 1968, between the State of Ohio, acting by and through the Director of Highways of the State of Ohio, as First Party, hereinafter referred to as the STATE and The New York Central Railroad Company, as Second Party, hereinafter referred to as the COMPANY.

WITNESSETH:

WHEREAS, existing State Route No. U.S. 24, the Anthony Wayne Trail, now crosses two tracks of the COMPANY at a point between Curtis Street and Field Avenue in the City of Toledo, Lucas County, Ohio, by means of Bridge No. LUC-24-2441, and

WHEREAS, the STATE now proposes to widen the existing structure to provide additional traffic lanes. Said reconstruction hereinafter referred to as the PROJECT, and

WHEREAS, under such conditions, Chapter 5523 of the Revised Code of Ohio and other grade crossing elimination laws of the State of Ohio do not apply to the PROJECT herein considered, and

WHEREAS, the Director of Highways of the State of Ohio is empowered generally by Chapter 5501 of the Revised Code of Ohio to carry forward highway improvements of the type herein contemplated, and

WHEREAS, the Federal Aid Highway Act of 1956, as amended, and Section 5531.03 of the Revised Code of Ohio, have become effective providing funds for the construction costs of projects, such as is contemplated herein, and

WHEREAS, it is desired by the parties hereto to carry out and accomplish the separation of grades of the said proposed crossing with the tracks of the COMPANY at the point hereinbefore mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties respectively and the proportion of costs and expenses to be paid by each of said parties and the mode and time of payment therefor.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1.

The plans of the STATE for the said improvement are identified by title as follows:

"State of Ohio, Department of Highways, LUC-24-24.30, Lucas County, Grade Separation with The New York Central Railroad Company" and known as Federal Aid Project No.

Before this agreement shall be in force and effect, the foregoing plans shall meet the approval of the parties hereto, and upon such approval shall become a part of this agreement by reference.

SECTION 2.

The work to be done under this agreement and shown on the plans described under SECTION 1 of this agreement consists of the widening of Bridge No. LUC-24-2441 over the tracks of the COMPANY and the necessary approaches thereto.

Said work will consist of the widening of the existing structure on the north and south sides with a steel beam superstructure and reinforced concrete deck supported by a reinforced concrete substructure. The reconstruction of the structure will provide an additional roadway width of about 42'-0" with a monolithic concrete wearing surface. The structure will span the existing tracks of the COMPANY providing a minimum vertical clearance of 21'-8" above top of rails and a minimum horizontal clearance of 8'-4" from centerline of track to near face of pier.

It is understood that temporary minimum construction clearances of 19'-0" vertically from top of rails and 8'-0" horizontally from centerline of track will be permitted by the COMPANY, but the STATE shall secure the consent of the Public Utilities Commission of the State of Ohio to such restricted clearances.

The construction of the highway and the necessary earth work to effect the clearances shown above, the grading, draining and paving of the highway, the seeding and planting of slopes, the construction of highway guard rails, the settlement of claims for property purchased, appropriated and damaged by such construction, and the maintenance of railroad traffic and rearrangement and restoration of railroad facilities made necessary by the work herein contemplated, shall be considered as necessary items to be included as part of this improvement.

SECTION 3.

Responsibility for the several necessary items of work shall be as follows:

- (a) The following items shall be let in contract by the STATE after competitive bidding as provided by law, at PROJECT expense, subject to the provisions of this agreement:
 - (1) Grading, draining and paving the highway, including constructing any necessary side drives and approaches.
 - (2) Sodding, seeding and planting of slopes.
 - (3) Erecting necessary highway guard rails.
 - (4) Reconstruction of reinforced concrete substructure, including excavation, piling and backfill therefor.
 - (5) Reconstruction of steel beam superstructure with reinforced concrete deck and monolithic concrete wearing surface.
- (b) The following items shall be done or caused to be done by the COMPANY with its own forces, at PROJECT expense, subject to the provisions of this agreement:
 - (1) Changes in communication and signal lines, interlocking and signal apparatus.
 - (2) Provision of switchtenders, flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operations as may be necessary

in connection with the work performed by the COMPANY'S forces.

SECTION 4.

Any work not specifically provided for in SECTION 3 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work, as provided for by the rules and regulations of the Bureau of Public Roads as then in effect.

SECTION 5.

All work to be done by the COMPANY under the provisions of this agreement shall be done in accordance with the plans described in SECTION 1, together with such other plans and specifications detailed and supplementary thereto as may be mutually agreed upon and as may be necessary to carry out the work fully in accordance with the intent of this agreement and in accordance with good engineering practice. All work to be done by the STATE shall be done in accordance with said plans and under the standard and supplemental specifications of the Department of Highways in force on the date of the award of the contract, together with such special provisions as may be agreed upon by the parties hereto.

The STATE shall require its contractor to bear all costs of protecting railroad traffic made necessary or occasioned by his operations, as set forth in special provisions to be approved by the parties hereto, which are more specifically set forth in "Special Clauses in the Proposal" and which are included in this agreement by reference.

The COMPANY agrees to furnish the STATE'S contractor at said contractor's sole expense, and the STATE shall require its contractor to use, such switch-tenders, flagmen, telegraph operators, pilots, watchmen or other protective services and devices, other than engineering personnel, as in the opinion of the COMPANY are required to promote safety and insure continuity of railroad traffic during the contractor's operations.

The COMPANY agrees to bill the contractor promptly for such services and devices and further agrees to submit a complete and final bill within sixty (60) days after receipt of notice from the contractor that all operations requiring such service have been completed.

The STATE shall require its contractor to reimburse the COMPANY for such services and devices promptly on receipt of bills. The STATE agrees to withhold final payment to its contractor until the contractor has furnished the STATE a statement from the COMPANY that all bills chargeable hereunder to the contractor by the COMPANY have been paid.

SECTION 6.

The STATE shall have general charge of the engineering work on the PROJECT, but the COMPANY shall provide such engineering services as the STATE may require. Nothing herein shall deny the COMPANY the right to place inspectors on work being done on its property or facilities. Preliminary engineering costs incurred by the COMPANY subsequent to October 22, 1965 may be charged against the PROJECT.

Construction engineering and inspection costs incurred by the COMPANY subsequent to the award of a construction contract by the STATE may be charged against the PROJECT.

SECTION 7.

The COMPANY shall put in execution such "Slow Orders" as may be necessary to carry on the work under this agreement with reasonable economy and dispatch. It is understood that any required speed of less than thirty (30) miles per hour

is an unreasonable restriction of traffic. The STATE shall require its contractor at all times to use all reasonable care and diligence and to cooperate with the officials of the COMPANY in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of the COMPANY.

Any of the COMPANY'S equipment, such as work trains, locomotive cranes, cars or other rolling stock used on the work by the STATE'S contractor in carrying out his contract shall not be chargeable to the parties hereto, but the STATE shall require the contractor to bear the cost of the rental of such equipment as part of the contract price for the work.

SECTION 8.

It is understood that the construction costs of the PROJECT herein contemplated are to be financed from funds provided by the STATE and expended in accordance with Federal regulations, that all plans, specifications, estimates of costs, awards of contracts, acceptance of work and procedure in general will at all times conform to all Federal laws, rules, regulations, orders and approvals applying to a Federal Aid Project, and the STATE shall reimburse the COMPANY for construction costs and for preliminary and construction engineering costs in accordance with Policy and Procedure Memorandum 30-3 of the Bureau of Public Roads or any subsequent amendments thereto, in such amounts and forms as are proper and eligible for payment from Federal Aid highway funds. The COMPANY shall render its billings to the STATE in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records of, and substantiating data for such costs as may be necessary.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of the STATE, render it impracticable to utilize funds from the current appropriation for the construction of the PROJECT, then at any time before a construction contract is executed by the STATE, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon become null and void. The STATE shall reimburse the COMPANY for all costs and expenses incurred by it at the request of the STATE on account of the PROJECT, prior to such cancellation.

SECTION 9.

If at any time the STATE'S contractor requires a temporary crossing over the COMPANY'S tracks, the STATE shall require said contractor to arrange with the COMPANY for such crossing.

SECTION 10.

The STATE shall have charge of all disposition of property or property rights taken for the PROJECT whether purchased or appropriated, if any, and all damages to owners of abutting property or other property on account of the improvement herein contemplated. The cost of said property and property rights and damage to property shall be borne by the STATE.

The COMPANY agrees to grant insofar as it has the legal right to do so, to the STATE, at a price to be agreed upon or as may be judicially determined, an easement for highway purposes across its property, of sufficient width to permit construction and maintenance of the PROJECT. The STATE shall furnish plans and descriptions for such easement.

In case action involving said improvement is brought by or against either party hereto, said party shall promptly notify the other party of the pendency of such action.

SECTION 11.

The COMPANY may bill the STATE monthly for its force account work when costs exceed \$1,000. Progressive invoices may be submitted for work done during the previous month or period showing portion of estimated cost completed. Final bill covering actual cost of work and showing all details shall be submitted to the STATE within ninety (90) days after completion of said work. The STATE shall pay all bills within sixty (60) days after receipt thereof. The STATE may hold a retainer on all bills not to exceed eight percent (8%) until final payment. Final payment for all amounts due the COMPANY shall be paid by the STATE within sixty (60) days after final audit has been made and approved.

SECTION 12.

Each party hereto waives, but only as against the other, any and all damages or right to claim damages to any of its property growing out of or in any way connected with the improvement herein contemplated, except as otherwise provided for in this agreement.

The STATE shall require of its contractor a bond, conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the STATE and the COMPANY and shall further require its contractor to take out before work is commenced, and keep in effect until work is completed and accepted, a policy of Public Liability and Property Damage Insurance in an insurance company authorized to do business in the State of Ohio, to protect the STATE and a like policy to protect the COMPANY against loss or damage to property and injury to or death of persons, and against all claims, demands, expenses, suits or judgments arising because of, or resulting from the operations of the contractor, his subcontractor, agents or employees, each such policy of insurance to provide for payment not to exceed the amount of \$500,000.00 for injury to or death of one person and \$1,000,000.00 for any one accident, and \$500,000.00 for property damage for any one accident, and with a total or aggregate property damage limit of \$1,000,000.00.

The above insurance provisions are more specifically set forth in "Special Clauses in the Proposal" which are included in this agreement by reference.

SECTION 13.

The work provided for in this agreement shall be commenced by the parties within thirty (30) days from the date on which this agreement becomes effective, the COMPANY has been notified by the STATE to proceed and all funds necessary therefor on the part of the STATE have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

Upon completion of the PROJECT herein contemplated the responsibility for maintenance shall be as follows:

- (a) When the public way passes over the tracks of the COMPANY by means of a highway overhead structure, the STATE shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of the bridge structure and surfaces, approach grades, and all other highway facilities constructed or changed under the terms of this agreement. The COMPANY shall, at its own cost and expense, maintain, repair and renew, all of its facilities constructed or changed under the terms of this agreement.
- (b) When the public way passes under the tracks of the COMPANY by means of a highway underpass structure, the COMPANY shall, at its own cost and expense, maintain, repair and renew the bridge drainage system, floor slab or plate including waterproofing, all track facilities including ballast and all other of its facilities constructed or changed under the terms of this agreement. The STATE shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of all other portions of the bridge and the highway approaches constructed or changed under the terms of this agreement. It is understood and agreed between the parties hereto, that all costs of protecting or maintaining railroad traffic made necessary by the ordinary maintenance or repair of the railroad structure shall be borne by the COMPANY.

The COMPANY shall have the right, to attach to the portion of said structure, where it crosses the property of the COMPANY, such signal, electric and communication wires as may be requisite or useful in the operation of the COMPANY, said attachments to be made and maintained by the COMPANY at its own expense. No such attachments shall be made without the approval of the Director of Highways of the State of Ohio.

SECTION 14.

This agreement shall be for the benefit of the parties hereto only and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except the STATE and the COMPANY and the successors and assigns of the COMPANY.

SECTION 15.

The Bureau of Public Roads' Policy and Procedure Memorandum No. 21-10 classifies this PROJECT in Classification No. 2 resulting in no ascertainable benefits to the COMPANY. The Parties signatory to this agreement accept this classification as applicable in this instance. The COMPANY'S contribution shall be zero dollars.

The total cost of the construction work herein contemplated shall be borne by the STATE.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in duplicate as of the day and year first above written.

BB

(SEAL)

Attest

Walter Brannon
Secretary

THE STATE OF OHIO

By

P.E. Masteter
Director of Highways

(SEAL)

Attest

B. Staloff
Assistant Secretary

THE NEW YORK CENTRAL RAILROAD COMPANY

By

J. Keefe
Vice President

APPROVALS
<i>b.k.v.</i> GEN. ATTY.
<i>ced</i> CHIEF ENGR.
<i>ERB</i> GEN. M'GR.
<i>ce</i> Asst. V.P. Eng'r

APPROVED AS TO FORM

William B. Saffke
Attorney General

Date *February 14, 1968*

(none)

Lake Shore and Michigan Southern Railway

From Wikipedia, the free encyclopedia
(Redirected from Erie and Kalamazoo Railroad)

The **Lake Shore and Michigan Southern Railway**, sometimes referred to as the **Lake Shore**, was a major part of the New York Central Railroad's Water Level Route from Buffalo, New York to Chicago, primarily along the south shore of Lake Erie and across northern Indiana. The line is still a major corridor, split at Cleveland by CSX and Norfolk Southern in 1998, and hosts Amtrak passenger trains.

Contents

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 - 1.1 Early history: 1835-1869
 - 1.2 Lake Shore and Michigan Southern Railway: 1869-1914
 - 1.3 New York Central Railroad: 1914-1968
 - 1.4 Post-NYC: 1968-
- 2 Branches
- 3 Station listing
- 4 See also
- 5 References

Lake Shore and Michigan Southern Railway



Lake Shore and Michigan Southern Railway (red) and New York Central system (orange) as of 1914

Locale	Buffalo, New York to Chicago
Dates of operation	1839–1914
Successor	New York Central Railroad
Track gauge	4 ft 8 ¹ / ₂ in (1,435 mm) (standard gauge)

History

Early history: 1835-1869

Toledo to Chicago

On April 22, 1833 the **Erie and Kalamazoo Railroad** was chartered in the Territory of Michigan to run from Toledo on Lake Erie northwest to Adrian on the River Raisin. The Toledo War soon gave about 1/3 of the route to Ohio. Trains commenced operating, pulled by horses, on November 2, 1836, the horses being replaced by a steam locomotive, Adrian No. 1, in August 1837.

The **Buffalo and Mississippi Railroad** was chartered in Indiana on February 6, 1835 to run from Buffalo, New York to the Mississippi River. The name was changed February 6, 1837 to the **Northern Indiana Railroad**, which would run from the eastern border of Indiana west to Michigan City on Lake Michigan. Some grading between Michigan City and La Porte was done in 1838, but money ran out.

Around 1838 the state of Michigan started to build the Southern Railroad, running from Monroe on Lake Erie west to New Buffalo on Lake Michigan. The first section, from Monroe west to Petersburg, opened in 1839. Extensions opened in 1840 to Adrian and 1843 to Hillsdale. On May 9, 1846 the partially completed line was sold to the **Michigan Southern Rail Road**, which changed the planned western terminal to Chicago using the charter of the Northern Indiana Railroad. The grading that had been done was not used, as the grade was too steep, and instead the original Buffalo and Mississippi Railroad charter was used west of La



1850 map of the Michigan Southern Rail Road with connections

(none)

(none)

Porte. The Michigan Southern leased the Erie and Kalamazoo on August 1, 1849, giving it a branch to Toledo, Ohio and a connection to planned railroads east from Toledo.

Due to lobbying by the Michigan Central Railroad, a competitor of the Michigan Southern, the latter's charter prevented it from going within two miles of the Indiana state line east of Constantine. However the most practical route went closer than two miles west of White Pigeon. To allow for this, Judge Stanfield of South Bend, Indiana bought the right-of-way from White Pigeon to the line, and leased it to the railroad company for about 10 years until the charter was modified to allow the company to own it.

In Illinois, the **Northern Indiana and Chicago Railroad** was chartered November 30, 1850. The line opened from Michigan west to South Bend, Indiana on October 4, 1851, and the full line to Chicago opened on February 20, 1852 (running to the predecessor of today's LaSalle Street Station, together with the Chicago and Rock Island Railroad north of Englewood). A more direct line was soon planned from Elkhart, Indiana east to Toledo, and the **Northern Indiana Railroad** was chartered in Ohio on March 3, 1851. On July 8, 1853 the Ohio and Indiana companies merged, and on February 7, 1855 the Northern Indiana and Chicago Railroad and Buffalo and Mississippi Railroad were merged into the Northern Indiana Railroad. On April 25, 1855 that company merged with the Michigan Southern Rail Road to form the **Michigan Southern and Northern Indiana Railroad**. In 1858 [1] the new alignment (**Northern Indiana Air Line**) from Elkhart, Indiana east to Air Line Junction in Toledo, Ohio was completed. The company now owned a main line from Chicago to Toledo, with an alternate route through southern Michigan east of Elkhart, and a branch off that alternate to Monroe, Michigan. Also included was the Detroit, Monroe and Toledo Railroad, leased July 1, 1856, and providing a branch from Toledo past Monroe to Detroit, Michigan.

Erie to Cleveland

The **Franklin Canal Company** was chartered May 21, 1844, and built a railroad from Erie, Pennsylvania southwest to the Ohio border. The **Cleveland, Painesville and Ashtabula Railroad** was incorporated February 18, 1848,^[1] to build northeast from Cleveland, Ohio to join the Canal Company's railroad at the state line, and the full line from Erie to Cleveland opened November 20, 1852. The Cleveland, Painesville and Ashtabula bought the Franklin Canal Company on June 20, 1854.

Buffalo to Erie

The **Buffalo and State Line Railroad** was incorporated October 13, 1849 and opened January 1, 1852 from Dunkirk, New York west to Pennsylvania. The rest of the line from Dunkirk to Buffalo opened on February 22. The **Erie and North East Railroad** was chartered April 12, 1842 to build the part from the state line west to Erie, Pennsylvania, and opened on January 19, 1852. On November 16, 1853, an agreement was made between the two railroads, which had been built at 6 foot broad gauge, to relay the rails at standard gauge to match the Franklin Canal Company's railroad (see below) on the other side of Erie, and for the Buffalo and State Line to operate the Erie and Northeast. This would result in through passengers no longer having to change trains at Erie, and on December 7, 1853, the Erie Gauge War began between the railroads and the townspeople. On February 1, 1854 the relaying was finished and the first train passed through Erie. On May 15, 1867 the two companies between Buffalo and Erie merged to form the **Buffalo and Erie Railroad**.

Cleveland to Toledo

The **Junction Railroad** was chartered March 2, 1846 to build from Cleveland west to Toledo. The **Toledo, Norwalk and Cleveland Railroad** was chartered March 7, 1850 to build from Toledo east to Grafton on the Cleveland, Columbus and Cincinnati Railroad. The latter company opened on January 24, 1853, finally forming a continuous Buffalo-Chicago line. On September 1 the two companies merged to form the **Cleveland and Toledo Railroad**, the Junction Railroad becoming the Northern Division and the Toledo, Norwalk and Cleveland the Southern Division. The Northern Division opened from Cleveland west to Sandusky on October 24, 1853, and the rest of the way to Toledo on April 24, 1855. The Northern Division was abandoned west of Sandusky due to

(none)

(none)

lack of business, but the track was relaid in 1872, merging with the Southern Division at Millbury, east of Toledo. In 1866 the Southern Division east of Oberlin was abandoned and a new line was built to Elyria on the Northern Division, ending the use of the Cleveland, Columbus and Cincinnati Railroad.

Consolidations

In October 1867 the Cleveland, Painesville and Ashtabula Railroad leased the Cleveland and Toledo Railroad. The CP&A changed its name to the **Lake Shore Railway** on March 31, 1868, and on February 11, 1869 the Lake Shore absorbed the Cleveland and Toledo. On April 6 the Michigan Southern and Northern Indiana Railroad and Lake Shore merged to form the **Lake Shore and Michigan Southern Railway**, which absorbed the Buffalo and Erie Railroad on June 22, giving one company the whole route from Buffalo to Chicago. The main route passed through Dunkirk, New York, Erie, Pennsylvania, Ashtabula, Ohio, Cleveland, Ohio, Toledo, Ohio, Waterloo, Indiana and South Bend, Indiana. An alternate route (the Sandusky Division) in Ohio ran north of the main line between Elyria and Millbury (not all track was laid until 1872). From Toledo to Elkhart, Indiana, the Old Road ran to the north, through southern Michigan, and the through route was called the Air Line Division or Northern Indiana Air Line. Along with various branches that had been acquired (see below), the Monroe Branch ran east from Adrian, Michigan to Monroe, where it intersected the leased Detroit, Monroe and Toledo Railroad. At some point the original line to Toledo was abandoned west of the branch to Jackson (Palmyra and Jacksonburgh Railroad), with the new connection at Lenawee Junction, the crossing between that branch and the line to Monroe.

Lake Shore and Michigan Southern Railway: 1869-1914

Around 1877 Cornelius Vanderbilt and his New York Central and Hudson River Railroad gained a majority of stock of the Lake Shore and Michigan Southern Railway. The line provided an ideal extension of the New York Central main line from Buffalo west to Chicago, along with the route across southern Ontario (Canada Southern Railway and Michigan Central Railroad). On December 22, 1914 the New York Central and Hudson River Railroad merged with the Lake Shore and Michigan Southern Railway to form a new New York Central Railroad.



0-10-0 "Decapod" switching locomotive of 1907

While the original main line was to the south between Toledo and Elyria, the northern alignment (the Sandusky Division) eventually became the main line.

New York Central Railroad: 1914-1968

Post-NYC: 1968-

In 1968 the New York Central merged into Penn Central, and in 1976 it became part of Conrail. In 1976, the Southern Division from Elyria to Millbury was abandoned, with parts of the former right of way now in use as a recreational trail, the North Coast Inland Trail. Under Conrail, the Lake Shore main line was part of the New York City-Chicago Chicago Line.

In 1998 Conrail was split between CSX and Norfolk Southern. The Chicago Line east of Cleveland, Ohio went to CSX, and was split into several subdivisions - the Lake Shore Subdivision from Buffalo, New York to Erie, Pennsylvania, the Erie West Subdivision from Erie to east of Cleveland, Ohio, and the Cleveland Terminal Subdivision into downtown Cleveland. From the former Cleveland and Pittsburgh Railroad junction in Cleveland west to Chicago, the line is now Norfolk Southern's **Chicago Line**.

Amtrak's New York City-Chicago Lake Shore Limited runs along the full route from Buffalo west. The Capitol Limited joins in Cleveland at the "Amtrak Connection" from the former PRR, just east of the present Cleveland Station (MP 181), on its way from Washington, D.C. to Chicago. Passenger trains along the route originally

(none)

(none)

terminated at LaSalle Street Station, but now run to Union Station, switching to the parallel former Pittsburgh, Fort Wayne and Chicago Railway (Pennsylvania Railroad) at a crossover in Whiting, Indiana (41.68480°N 87.49534°W) to get there.

The Ashtabula River Railroad Disaster

Main article: Ashtabula River Railroad Disaster

The Ashtabula River Railroad Disaster, also called the Ashtabula Horror, was the worst train disaster in American history when it occurred in far northeastern Ohio on 29 December 1876 at 7:28 p.m. **The Lake Shore and Michigan Southern Railway** Train No. 5, The Pacific Express left a snowy Erie, Pennsylvania on the afternoon of December 29, 1876. As The Pacific Express plowed through the snow and crossed a bridge over the Ashtabula River, about 100 yards (91 m) from the railroad station at Ashtabula, Ohio, the passengers heard a terrible cracking sound. In just seconds, the bridge fractured and the train plunged 70 feet (21 m) into a watery abyss.

The lead locomotive, The "Socrates" made it across the bridge, while the second locomotive, The "Columbia" and 11 railcars including two express cars, two baggage cars, one smoking car, two passenger cars and three sleeping cars and a caboose fell into the ravine below, then igniting a raging fire. The wooden cars were set aflame by kerosene-heating stoves and kerosene burning lamps. Some cars landed in an upright position and within a few minutes small localized fires became an inferno. The fire then caused the ice on the creek to melt and sent the wreckage even further into the freezing water.

The rescue attempt was feeble at best because of the ill-preparedness of the nearby station to respond to emergencies. Of 159 passengers and crew onboard that night, 64 people were injured and 92 were killed or died later from injuries sustained in the crash (48 of the fatalities were unrecognizable or consumed in the flames.) It is unclear how many died of the fall, or drowning separate from the blaze.

The famous hymnwriter Philip Bliss and his wife lost their lives in the disaster.

Twenty years later, in Ashtabula's Chestnut Grove Cemetery, a monument was erected to all those "unidentified" who perished in the Ashtabula Railroad disaster.

Two of the bridge designers later committed suicide. The disaster helped focus efforts to draw up standards for bridges including adequate testing and inspection. The bridge, designed jointly by Charles Collins and Amasa Stone, was the first Howe-type wrought iron truss bridge built. Collins was reluctant to go through with building the bridge calling it "too experimental." But he bowed to pressure from the railroad to approve construction.

[citation needed]

Branches

Station listing

State	Milepost	City	Station	Lat/long	Opening date	Connections and notes
	QDN1.9	Buffalo	Exchange Street Station			Amtrak Empire Service and Maple Leaf
			Lackawanna			
			Blasdell			
			Bay View			
			Athol Springs			

(none)

(none)

New York		Lake View
		Derby
	QD21.4	Angola
		Farnham
	QD27.0	Irving
	QD31.4	Silver Creek
		Waites Crossing
	QD40.3	Dunkirk
		Van Buren
		Brocton
		Portland
		West Portland
	QD57.5	Westfield
		Forsyth
QD65.3	Ripley	
	State Line	
Pennsylvania	QD73.0	North East
		Moorhead
		Harbor Creek
		Wesleyville
	QD86.9	Erie
		Dock Junction
		Swanville
	QD97.8	Fairview
		North Girard
		Girard Junction
	QD114.5	Springfield
		Conneaut
		Amboy
		Kingsville
	QD127.7	Ashtabula
		Saybrook
	QD137.1	Geneva
		Unionville
	QD142.5	Madison
	QD147.5	Perry
	QD153.2	Painesville
QD159.4	Mentor	
QD163.7	Willoughby	
QD168.3	Wickliffe	

Amtrak Lake Shore Limited

(none)

(none)

Ohio

QD180.5

Noble
Collinwood
East 105th Street
East 26th Street
Front Street
Detroit Avenue
West Park
Belt Junction
Berea
Olmsted Falls
Shawville
Elyria
Amherst
Brownhelm
Vermilion
Ceylon
Huron
Sandusky
Venice
Bay Bridge
Danbury
Gypsum
Port Clinton
La Carne
Oak Harbor
Rocky Ridge
Graytown
Martin
Millbury Junction
Vickers
Toledo
Air Line Junction
Nasby
Holland
Swanton
Delta
Wauseon

Amtrak Lake Shore Limited
and Capitol Limited

Amtrak Lake Shore Limited
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Amtrak Lake Shore Limited
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(none)

(none)

Indiana

(none)

Pettisville
Archbold
Stryker
Bryan
Melbern
Mina
Edgerton
Butler
Waterloo
Corunna
Kendalville
Brimfield
Wawaka
Ligonier
Grismore
Millersburg
Goshen
Elkhart
Osceola
Mishawaka
South Bend
Lydick
Terre Coupee
New Carlisle
Rolling Prairie
La Porte
Pinola
Durham
Otis
Burdick
Chesterton
Porter
Dune Park
Ogden Dunes
Millers
Gary
Curtis
Pine

41.6782°N 86.2877°W

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and Capitol Limited

Amtrak Lake Shore Limited
and Capitol Limited

(none)

		Buffington	
		Indiana Harbor	
		Mahoning	
		Whiting	
		Robertsdale	
		East Side	
		South Chicago	
		Grand Crossing	
		71st Street	
		Park Manor	
		Englewood	
Illinois	Chicago	LaSalle Street Station	Metra Rock Island District

See also

- LeGrand Lockwood

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Toledo War

From Wikipedia, the free encyclopedia

The **Toledo War** (1835–1836), also known as the **Michigan-Ohio War**, was the almost entirely bloodless boundary dispute between the U.S. state of Ohio and the adjoining territory of Michigan.

Originating from conflicting state and federal legislation passed between 1787 and 1805, the dispute resulted from poor understanding of geographical features of the Great Lakes at the time. Varying interpretations of the law caused the governments of Ohio and Michigan to both claim sovereignty over a 468 square mile (1,210 km²) region along the border, now known as the **Toledo Strip**. When Michigan sought statehood in the early 1830s, it sought to include the disputed territory within its boundaries; Ohio's Congressional delegation was in turn able to halt Michigan's admission to the Union.

Beginning in 1835 both sides passed legislation attempting to force the other side's capitulation. Ohio's governor Robert Lucas and Michigan's 24-year-old "Boy Governor" Stevens T. Mason were both unwilling to cede jurisdiction of the Strip, so they raised militias and helped institute criminal penalties for citizens submitting to the other's authority. The militias were mobilized and sent to positions on opposite sides of the Maumee River near Toledo, but besides mutual taunting there was little interaction between the two forces. The single military confrontation of the "war" ended with a report of shots being fired into the air, incurring no casualties.

In December 1836 the Michigan territorial government, facing a dire financial crisis, surrendered the land under pressure from Congress and President Andrew Jackson and accepted a proposed resolution adopted in the U.S. Congress. Under the compromise Michigan gave up its claim to the strip in exchange for its statehood and approximately three-quarters of the Upper Peninsula. Although the compromise was considered a poor outcome for Michigan at the time, the later discovery of copper and iron deposits and the plentiful timber in the Upper Peninsula has offset Michigan's losses.



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Origins

In 1787, the Congress of the Confederation enacted the Northwest Ordinance, which created the Northwest Territory in what is now the upper Midwestern United States. The Ordinance specified that the territory was eventually to be divided into "not less than three nor more than five" future states. It was determined that the north-south boundary for three of these states was to be "*an east and west line drawn through the southerly bend or extreme of Lake Michigan.*"^[1]



"Mitchell Map" of the region, from the late 1700s, used to create the Ordinance Line of 1787. Note that the southern tip of Lake Michigan is depicted as being farther north than Lake Erie.

At the time, the actual location of this extreme was still unknown. The most highly regarded map of the time, the "Mitchell Map",^[2] placed it at a latitude near the mouth of the Detroit River. This meant that the entire shoreline of Lake Erie west of Pennsylvania would have belonged to the state that was to become Ohio.^[3] When Congress passed the Enabling Act of 1802, which authorized Ohio to begin the process of becoming a U.S. state, the language defining Ohio's northern boundary differed slightly from that used in the Northwest Ordinance: the border was to be "an east and west line drawn through the southern extreme of Lake Michigan, running east...until it shall intersect Lake Erie or the territorial line [with Canada]; thence with the same, through Lake Erie to the Pennsylvania line aforesaid."

Because the territorial boundary line between the U.S. and Canada ran through the middle of Lake Erie and then up the Detroit River, combined with the prevailing belief regarding the location of the southern tip of Lake Michigan, the framers of the 1802 Ohio Constitution believed it was the intent of Congress that Ohio's northern boundary should certainly be north of the mouth of the Maumee River, and possibly even of the Detroit River. Ohio would thus be granted access to most or all of the Lake Erie shoreline west of Pennsylvania, and any other new states carved out of the Northwest Territory would have access to the Great Lakes via Lakes Michigan, Huron, and Superior.^[4]

During the Ohio Constitutional Convention in 1802, the delegates allegedly received reports from a fur trapper that Lake Michigan extended significantly farther south than had previously been believed (or mapped). Thus, it was possible that an east-west line extending east from Lake Michigan's southern tip may have intersected Lake Erie somewhere east of Maumee Bay, or worse, may not have intersected the lake at all; the farther south that Lake Michigan actually extended, the more land Ohio would lose, perhaps even the entire Lake Erie shoreline west of Pennsylvania.^[5]

Addressing this contingency, the Ohio delegates included a provision in the draft Ohio constitution that *if* the trapper's report about Lake Michigan's position were in fact correct, the state boundary line would be angled slightly northeast so as to intersect Lake Erie at the "most northerly cape of the Miami [Maumee] Bay." This provision would guarantee that most of the Maumee River watershed and all of the southern shore of Lake Erie west of Pennsylvania would fall in Ohio.^[5] The draft constitution with this proviso was accepted by the United States Congress, but before Ohio's admission to the Union in February 1803, the proposed constitution was



Map of the Northwest Territory as established by the U.S. Congress in the Northwest Ordinance, shown with present-day state borders, and correct spatial relationship between Lakes Michigan and Erie.

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referred to a Congressional committee. The committee's report stated that the clause defining the northern boundary depended on "a fact not yet ascertained" (the location of the southern extreme of Lake Michigan), and the members "thought it unnecessary to take it [the provision], at the time, into consideration."^[6]

When Congress created the Michigan Territory in 1805, it used the Northwest Ordinance's language to define the southern boundary, which therefore differed from that in Ohio's state constitution. This difference, and its potential ramifications, apparently went unnoticed at the time, but it established the legal basis for the conflict that would erupt thirty years later.^[7]

Creation of the Toledo Strip

The location of the border was contested throughout the early 19th century. Residents of the Port of Miami — which would later become Toledo — urged the Ohio government to resolve the border issue. The Ohio legislature, in turn, passed repeated resolutions and requests asking Congress to take up the matter. In 1812, Congress approved a request for an official survey of the line.^[8] Delayed because of the War of 1812, it was only after Indiana's admission to the Union in 1816 that work on the survey commenced. U.S. Surveyor General Edward Tiffin, who was in charge of the survey, was a former Ohio governor.



Former Ohio Governor and U.S. Surveyor General Edward Tiffin who commissioned the Harris Line survey.



Michigan Territory governor, Lewis Cass (1813–1831)

As a result, Tiffin employed surveyor William Harris to survey not the Ordinance Line, but the line as described in the Ohio Constitution of 1802. When completed, the "Harris Line" placed the mouth of the Maumee River completely in Ohio.^[9] When the results of the survey were made public, Michigan territorial governor Lewis Cass was unhappy, since it was not based on the Congressionally approved Ordinance Line. In a letter to Tiffin, Cass stated that the Ohio-biased survey "is only adding strength to the strong, and making the weak still weaker."^[10]

In response, Michigan commissioned a second survey that was carried out by John A. Fulton. The Fulton survey was based upon the original 1787 Ordinance Line, and after measuring the line eastward from Lake Michigan to Lake Erie, it found the Ohio boundary to be south of the mouth of the Maumee River.^[11] The region between the Harris and Fulton survey lines formed what is now known as the "**Toledo Strip**." This ribbon of land between northern Ohio and southern Michigan spanned a region five to eight miles (13 km) wide, of which both jurisdictions claimed sovereignty. While Ohio refused to cede its claim, Michigan quietly occupied it for the next several years, setting up local governments, building roads, and collecting taxes throughout the area.^[10]

Economic significance

The land known as the Toledo Strip was and still is a commercially important area. Prior to the rise of the railroad industry, rivers and canals were the major "highways of commerce" in the American Midwest.^[12] A small but important part of the Strip — the area around present day Toledo and Maumee Bay — fell within the Great Black Swamp, and this area was nearly impossible to navigate by road, especially after spring and summer rainfalls.^[13] Draining into Lake Erie, the Maumee River was not necessarily well-suited for large ships, but it did provide an easy connection to Indiana's Fort Wayne.^[12] At the time, there were plans to connect the Mississippi River and the Great Lakes through a series of canals. One such canal system approved by the Ohio legislature in 1825 was the Miami and Erie Canal that included a connection to the Ohio River and an outflow into Lake Erie via the Maumee River.^[9]

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During the conflict over the Toledo Strip the Erie Canal was built, linking New York City and the Eastern seaboard to the Great Lakes at Buffalo. The canal, finished in 1825, immediately became a major route for trade and migration. Corn and other farm products from the Midwest were able to be shipped to eastern markets for much less expense than the older route along the Mississippi River. In addition, the migration of settlers to the Midwest increased sharply after the canal was finished, making existing port cities such as Buffalo boomtowns.^[14]

The success of the Erie Canal inspired many other canal projects. Because the western end of Lake Erie offered the shortest overland route to the frontiers of Indiana and Illinois, Maumee Harbor was seen as a site of immediate importance and great value. Detroit was twenty miles (32 km) up the Detroit River from Lake Erie, and faced the difficult barrier of the Great Black Swamp to the south. Because of this, Detroit was less suited to new transportation projects such as canals, and later railroads, than was Toledo. From this perspective on the rapidly developing Midwest of the 1820s and 1830s, both states had much to gain by controlling the land in the Toledo Strip.^[14]

Also, the Strip west of the Toledo area is a prime location for agriculture, because of its well-drained, fertile loam soil. The area had for many years been characterized by high per-acre productivities of corn and wheat.^[13] Michigan and Ohio both wanted what seemed strategically and economically destined to become an important port and a prosperous region.^[12]

Prelude to conflict

In 1820–1821, the federal land surveys had reached the disputed area from two directions, progressing southward from a baseline in Michigan and northward from one in Ohio. For unknown reasons, Surveyor General Tiffin ordered the two surveys to close on the Northwest Ordinance (Fulton) line, rather than Harris' line, perhaps lending implicit support to Michigan's claims over Ohio's.^[15] Thus, townships that were established north of the line assumed they were part of Michigan Territory. By the early 1820s, the growing territory reached the minimum population threshold of 60,000 to qualify for statehood. However, when Michigan sought to hold a state constitutional convention in 1833, Congress rejected the request because of the still disputed Toledo Strip.^[11]



Ohio governor
Robert Lucas
(1832–1836)



Michigan Territory
Governor Stevens T.
Mason (1832–1839)

Ohio asserted that the boundary was firmly established in its constitution and thus Michigan's citizens were simply intruders; the state government refused to negotiate the issue with the Michigan Territory. The Ohio Congressional delegation was active in blocking Michigan from attaining statehood, lobbying other states to vote against Michigan. In January 1835, frustrated by the political stalemate, Michigan's acting territorial Governor Stevens T. Mason called for a constitutional convention to be held in May of that year despite Congress' refusal to approve an enabling act authorizing such a state constitution.^[16]

In February 1835, Ohio passed legislation that set up county governments in the Strip. The county in which Toledo sat would, later in 1835, be named after incumbent Governor Robert Lucas, a move that further exacerbated the growing tensions with Michigan. Also, during this period, Ohio attempted to use its power in Congress to revive a previously rejected boundary bill that would formally set the state border to be the Harris Line.^[17]

Michigan, led by the young and hot-headed Mason, responded with the passage of the Pains and Penalties Act just six days after Lucas County was formed; the act made it a criminal offense for Ohioans to carry out

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governmental actions in the Strip, under penalty of a fine up to \$1,000 and/or up to five years imprisonment at hard labor.^{[18][19]} Acting as commander-in-chief of the territory, Mason appointed Brigadier-General Joseph W. Brown of the Third U.S. Brigade to head the state militia, with the instructions to be ready to act against Ohio trespassers. Lucas obtained legislative approval for a militia of his own, and he soon sent forces to the Strip area. The Toledo War had begun.^[11]

Former United States President John Quincy Adams, who at the time represented Massachusetts in Congress, backed Michigan's claim. In 1833, when Congress rejected Michigan's request for a convention, Adams summed up his opinion on the dispute: "Never in the course of my life have I known a controversy of which all the right so clearly on one side and all the power so overwhelmingly on the other."^[11]

War

Acting as commander-in-chief of Ohio's militia, Governor Lucas, along with General John Bell and about 600 other fully armed militiamen, arrived in Perrysburg, Ohio, ten miles (16 km) southwest of Toledo, on March 31, 1835.^[20] Shortly thereafter, Governor Mason and General Brown arrived to occupy the city of Toledo proper with around 1,000 armed men, intending to prevent Ohio advances into the Toledo area as well as stopping further border marking from taking place.^[21]



U.S. President Andrew Jackson, who sided with Ohio in the conflict and dismissed Mason as governor.

Presidential intervention

In a desperate attempt to prevent armed battle and to avert the resulting political crisis, U.S. President Andrew Jackson consulted his Attorney General Benjamin Butler for his legal opinion on the border dispute. At the time, Ohio was a growing political power in the Union, with nineteen U.S. Representatives and two Senators. In contrast, Michigan, still being a territory, had only a single non-voting delegate. Ohio was a crucial swing state in presidential elections, and it would have been devastating to the fledgling Democratic Party to lose Ohio's electoral votes. Therefore, Jackson calculated that his party's best interest would be served by keeping the Toledo Strip a part of Ohio.^[22]

The response that Jackson received from Butler was unexpected: the Attorney-General held that until Congress dictated otherwise, the land rightfully belonged to Michigan. This presented a political dilemma for Jackson that spurred him to take action that would greatly influence the outcome of the "war".^[23]



Richard Rush of Pennsylvania, a representative of President Jackson who helped to present a

On April 3, 1835, Jackson sent two representatives from Washington, D.C., Richard Rush of Pennsylvania and Benjamin Chew Howard of Maryland, to Toledo to arbitrate the conflict and present a compromise to both governments. The proposal, presented on April 7, recommended that the re-survey to mark the Harris Line commence without further interruption by Michigan, and that the residents of the affected region be allowed to choose their own state or territorial governments until the Congress could definitively settle the matter.^[24]

Lucas reluctantly agreed to the proposal, and began to disband his militia, believing the debate to be settled. Three days later, elections in the region were held under Ohio law. However, Mason refused the deal and he continued to prepare for possible armed conflict.^{[25][26]}

During the elections, Ohio officials were harassed by Michigan authorities and the area residents were threatened with arrest^[27] if they submitted to Ohio's authority. On April 8, 1835, the Monroe County, Michigan sheriff arrived at the home of Major Benjamin

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compromise to both
governors.

F. Stickney, an Ohio partisan. In the first contact between Michigan partisans and the Stickney family, the sheriff arrested two Ohioans under the Pains and Penalties Act on the basis that the men had voted in the Ohio elections.^[28]

Battle of Phillips Corners

Following the election, Lucas believed that the commissioners' actions had alleviated the situation and he once again sent out surveyors to mark the Harris Line. The project went without serious incident until April 26, 1835, when the surveying group was attacked by fifty to sixty members of General Brown's militia in what is now called the *Battle of Phillips Corners*.^{[29][30]} The battle's name is sometimes used as a synonym for the entire Toledo War.



A box labeled "Toledo, MI" that may have been used by the Michigan Militia during the Toledo War.



Ohio Historical Marker for the Battle of Phillips Corner, which was part of the Boundary Dispute between Michigan and Ohio.

Surveyors wrote to Lucas afterwards that while observing "the blessings of the Sabbath," Michigan militia forces advised them to retreat. In the ensuing chase, "nine of our men, who did not leave the ground in time after being fired upon by the enemy, from thirty to fifty shots, were taken prisoners and carried away into [Tecumseh]."^[31] While the details of the attack are disputed — Michigan claimed it fired no shots and had only discharged a few musket rounds in the air as the Ohio group retreated — the battle further infuriated both Ohioans and Michiganders and brought the two sides to the brink of all-out war.^{[32][33]}

Bloodshed in the summer of 1835

In response to allegations that Michigan's militia fired upon Ohioans, Lucas called a special session of Ohio's Legislature on June 8, 1835 to pass several more controversial acts, including establishment of Toledo as the county seat of Lucas County, the establishment of a Court of Common Pleas in the city, a law to prevent the forcible abduction of Ohio citizens from the area and a budget of \$300,000 to implement the legislation.^[34] Michigan's territorial legislature responded with a budget appropriation of \$315,000.00 to fund *its* militia.^[11]

In May and June 1835, Michigan drafted a State Constitution, with provisions for a bicameral legislature, a

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supreme court, and other components of a functional state government.^[35] However, Congress was still not willing to allow Michigan's entry into the Union, and President Jackson vowed to reject Michigan's statehood until the border issue and "war" were resolved.^[36]

Lucas ordered his Adjutant-General Samuel C. Andrews to conduct a count of the militia, and was told that 10,000 volunteers were ready to fight. That news became exaggerated as it travelled north and soon thereafter, the Michigan territorial press dared the Ohio "million" to enter the Strip as they "welcomed them to hospitable graves."^[37]

In June 1835, Lucas dispatched a delegation consisting of U.S. Attorney Noah Haynes Swayne, former Congressman William Allen, and David T. Disney to Washington D.C. to confer with President Andrew Jackson. The delegation presented Ohio's case and urged the President to act swiftly to address the situation.^[38] ^[39] ^[40]



Ohioan Two Stickney, who caused the sole serious injury in the Toledo war by stabbing a Michigan sheriff's deputy.

Throughout the summer of 1835, the governments of both states continued their practice of one-upmanship, and constant skirmishes and arrests occurred. Citizens of Monroe County joined together in a posse to make arrests in Toledo. Partisans from Ohio, angered by the harassment, targeted the offenders with criminal prosecutions.^[41] Lawsuits were not only rampant, they served as a basis for retaliatory lawsuits from the opposite side.^[42] Partisans from both sides organized spying parties to keep track of the sheriffs of Wood County, Ohio and Monroe County, Michigan who were entrusted with the security of the border.^[41]

On July 15, 1835, tensions and emotions finally overflowed and blood was spilled. Monroe County, Michigan Deputy Sheriff Joseph Wood went into Toledo to arrest Major Benjamin Stickney, but when Stickney and his three sons resisted, the whole family was subdued and taken into custody.^[41] During the scuffle, Two Stickney, son of the major, stabbed Wood with a pen knife and fled south into Ohio. Wood's injuries were not life-threatening.^[43] When Lucas refused Mason's demand to extradite Two Stickney back to Michigan for trial, Mason wrote to President Jackson for help, suggesting that the matter be referred to the United States Supreme Court. At the time of the conflict, however, it was not established that the Supreme Court could resolve state boundary disputes, and Jackson declined the offer.^[44] Looking for peace, Lucas began making his own efforts to end the conflict, again through federal intervention via Ohio's congressional delegation.^[45]

In August 1835, at the strong urging of Ohio's Congressmen, President Jackson removed Mason as Michigan's Territorial Governor and appointed John S. ("Little Jack") Horner in his stead. Before his replacement arrived, Mason ordered 1,000 Michigan militiamen to enter Toledo and prevent the symbolically important first session of the Ohio Court of Common Pleas. While the idea was popular with Michigan residents, the effort failed: the judges held a midnight court before quickly retreating south of the Maumee River, where Ohio forces were positioned.^[46]

Frostbitten Convention and the end of the Toledo War

Mason's successor Horner proved to be extremely unpopular as governor and his tenure was very short. Residents disliked him so much they burned him in effigy and pelted him with vegetables upon his entry into the territorial capital. In the October 1835 elections, voters approved the draft constitution and elected the popular Mason as state governor. The same election saw Isaac E. Crary chosen as Michigan's first U.S. Representative to Congress. Because of the dispute, however, Congress refused to accept his credentials and seated him instead as a non-voting delegate. The two U.S. Senators chosen by the state legislature in November, Lucius Lyon and John Norvell, were treated with even less respect, being allowed to sit only as spectators in the Senate gallery.^[11]

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On June 15, 1836, Jackson signed a bill that allowed Michigan to become a state, but only after it ceded the Toledo Strip. In exchange for this concession, Michigan would be granted the western three-quarters of the Upper Peninsula (the easternmost portion had already been included in the state boundaries).^[47] Partly because of pride, and partly because of the perceived worthlessness of the Upper Peninsula's remote wilderness, a September 1836 special convention in Ann Arbor, Michigan, rejected the offer.^[48]

As the year wore on, Michigan found itself deep in a financial crisis and was nearly bankrupt, because of the high militia expenses. The government was spurred to action by the realization that a \$400,000 surplus in the United States Treasury was about to be distributed to the states, but not to territorial governments. Michigan would have been ineligible to receive the money.^[49]

The "war" unofficially ended on December 14, 1836, at a second convention in Ann Arbor. Delegates passed a resolution to accept the terms set forth by the Congress. However, the calling of the convention was itself not without controversy. It had only come about because of an upswelling of private summonses, petitions, and public meetings. Since the legislature did not approve a call to convention, some said the convention was illegal. As a consequence, the resolution was rejected and ridiculed by many Michigan residents.^[50] Congress questioned the legality of the convention before finally accepting its solution. Because of these factors, as well as because of the notable cold spell at the time, the event later became known as the "**Frostbitten Convention.**"^[51]

On January 26, 1837, Michigan was finally admitted to the Union as the 26th state,^[52] without the Toledo Strip.^[53] Ironically, although President Jackson was able to secure fellow Democrat Martin Van Buren's election in the 1836 presidential election, Ohio voted for the Whig Party candidate and Ohio resident William Henry Harrison, despite Jackson's efforts to gain Ohioan support during the Toledo War.



The Upper Peninsula of Michigan. Congress offered the region in red to the state of Michigan in exchange for the Toledo Strip, as a compromise.

Subsequent history

At the time of the Frostbitten Convention, it appeared that Ohio had won the conflict. The Upper Peninsula was considered a worthless wilderness by almost all familiar with the area.^[54] The vast mineral riches of the land were unknown until the discovery of copper in the Keweenaw Peninsula and iron in the Western Upper Peninsula; this discovery led to a mining boom that lasted long into the 20th century.^[55] Given the current value of the port of Toledo to Ohio, it can be reasonably suggested that both sides benefitted from the conflict.

Consequently, the only state that definitively lost was not even involved in the conflict. The mineral-rich land of the western Upper Peninsula would have most likely remained part of Wisconsin had Michigan not lost the Toledo Strip.^[28]

Differences of opinion about the exact boundary location continued until a definitive re-survey was performed in 1915. Re-survey protocol would ordinarily require the surveyors to follow the Harris line exactly, but in this case, the surveyors deviated from the line in places. This prevented the situation of certain residents near the border being subject to changes in state residence, or land owners having parcels on both sides of the border. The 1915 survey was delineated by 71 granite markers, 12 inches (30 cm) wide by 18 inches (45 cm) high. Upon completion, the two states' governors, Woodbridge Nathan Ferris of Michigan and Frank B. Willis of Ohio,



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shook hands at the border.^[9]

Traces of the original Ordinance Line can still be seen in northwestern Ohio and northern Indiana. The northern boundary of Ottawa County, Ohio, follows it, as well as many township boundaries in Ohio border counties. Many old north-south roads are offset as they cross the line, forcing traffic to jog east while on the northbound trek. The line is identified on USGS topographical maps as the "South [Boundary] Michigan Survey", and on Lucas County and Fulton County, Ohio road maps as "Old State Line Road."^{[56][57]}

Michigan Governor Woodbridge Nathan Ferris and Ohio Governor Frank B. Willis shake on a truce over state line markers erected in 1915.



USGS Topographic map that shows the former Ordinance Line as "South Bdy Michigan Survey." There are jogs in many north-south roads at this line.

While the border on land was firmly set in the early-20th century, the two states were still in disagreement on the path of the border to the east, in Lake Erie.^[58] In 1973, the two states finally obtained a hearing before the United States Supreme Court on their competing claims to the Lake Erie waters. In *Michigan v. Ohio*, the court upheld a special master's report and ruled that the boundary between the two states in Lake Erie was angled to the northeast, as described in Ohio's state constitution, and not a straight east-west line.^[59] One consequence of the court decision was that tiny Turtle Island just outside of Maumee Bay and originally treated as being wholly in Michigan, was split between the two states.^[60] This decision was the

last border adjustment, putting an end to years of debate over the official boundary line.

In modern times, conflict between the states is restricted primarily to the Michigan–Ohio State rivalry in American football.^[61] The Toledo area is about evenly split, having large contingents of fans for both universities, being geographically closer to Ann Arbor while being located in the same state as Columbus.

See also

- Michigan Constitution
- List of incidents of civil unrest in the United States
- List of Michigan county name etymologies
- Ohio Constitution
- Ohio Lands
- Timeline of the Toledo Strip/War

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(none)

(none)

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External links

- Yahoo map showing jog from west to east for northerly traffic and indicating the approximate location of the original boundary line
- "Boundary Line between Ohio and Indiana, and between Ohio and Michigan" Special Reports of T.C. Mendenhall, Superintendent of U.S. Coast and Geodetic Survey, and A.A. Graham, Secretary of the Ohio Historical Society, in *Ohio History* Vol. 4 pp. 127–198.
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- Holy Toledo! Or the Continuing War Between Ohio and Michigan...

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Miami and Erie Canal

The Miami and Erie Canal was one of Ohio's most important canals during the mid nineteenth century.

During the late 1810s, Governor Thomas Worthington and Governor Ethan Allen Brown both supported internal improvements, especially canals. Both men believed that Ohioans needed quick and easy access to the Ohio River and to Lake Erie if they were to profit financially. Farmers and business owners would be able to transport their products much more easily and cheaply with canals rather than turnpikes. Canals would also possibly open up new markets for Ohio goods.

In 1820, Brown convinced the Ohio legislature to establish the Ohio Canal Commission. Its purpose was to hire an engineer to survey a route for a canal that would connect Lake Erie with the Ohio River. The formation of the board was conditioned on the United States government either donating or selling land to the Ohio government for the canal. The United States government refused, and the Ohio Canal Commission did not complete a survey.

In 1822, the Ohio legislature realized the importance of internal improvements and created a new Ohio Canal Commission. The Commission hired James Geddes, an engineer who had worked on the Erie Canal in New York, to determine the best routes available for a canal from the Ohio River to Lake Erie. Geddes proposed three routes. The first ran along the Miami and Maumee Rivers in western Ohio; the second included the Scioto and Sandusky Rivers in central Ohio; and the final route included the Muskingum and Cuyahoga Rivers in eastern Ohio. The Canal Commission eventually recommended a route starting at Lake Erie, passing through the Cuyahoga Valley, the Muskingum Valley, the Licking Valley, and then to the Ohio River along the Scioto Valley. In essence, this first proposed route included a combination of the central and eastern Ohio routes. The Commission also recommended a western route along the Miami and Maumee Valleys. In 1825, the Ohio legislature approved both routes, and work began immediately. On July 4, 1825, at Licking Summit just south of Newark, Ohio Governor Jeremiah Morrow and New York Governor De Witt Clinton, the man most responsible for New York's Erie Canal, turned over the first shovels of dirt of what would become the Ohio and Erie Canal. On July 21, work began at Middletown on the western canal route. This canal became known as the Miami and Erie Canal.

To finance the canals, the Ohio government relied on loans. The legislature established a Canal Fund Commission to regulate the costs of and the securing of money for the canals. Ohio received its initial loan for construction of the canals from bankers and businessmen living along the East Coast. The initial loan was for 400,000 dollars. The canal commissioners estimated that the Ohio and Erie Canal would cost approximately 2.3 million dollars, while the Miami and Erie would cost 2.9 million. Once construction was completed, the canals combined actually cost 41 million dollars, 25 million dollars of which was interest on loans. The Ohio and Erie Canal cost approximately ten thousand dollars per mile to complete, and the Miami and Erie Canal cost roughly twelve thousand dollars per mile to finish. The canals nearly bankrupted the state government, but they allowed Ohioans to prosper beginning in the 1830s all the way to the Civil War.

Canal construction went quickly but not easily. At the peak of construction, more than four thousand workers were laboring on the canals. Private businesses bid on portions of the canals. The state usually accepted the least expensive bids. Once the trench for the canal was dug, workers usually lined it with sandstone. Canal locks also usually consisted of sandstone lined with wood, but sometimes workers made the locks exclusively from wood. The submerged wood would swell, making a waterproof barrier. Workers generally earned thirty cents per day plus room and board. A typical day began at sunrise and did not end until sunset. While thirty cents per day seems a poor wage in modern money, it was attractive to numerous people. Many recent immigrants to the United States, especially the Irish, survived thanks to jobs on the canals. Other people, like the residents of the communal society at Zoar, also helped construct canals to assist the survival of their community. Many of Ohio's communities today, including Akron, began as towns for the canal workers.

By 1833, the Ohio and Erie Canal was complete. The Miami and Erie Canal would take an additional twelve years to finish, because the state legislature only originally authorized its completion from Cincinnati to just north of Dayton. In 1830, the Ohio legislature earmarked funds for the Miami and Erie Canal's extension to Defiance and Lake Erie. Once completed, thirty-three of Ohio's eighty-eight counties either had portions of canals running

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through them or quarries to mine rock for construction.

Once completed, the canals still faced numerous difficulties. Flooding could do serious damage to the locks, walls, and towpaths, requiring extensive repairs. Especially in northern Ohio, cold weather would cause the canals to freeze, also causing damage. Usually canals in the northern half of the state were drained dry from November to April. During the winter months, workers would repair any damage that occurred during the earlier part of the year. In southern Ohio, canals generally stayed open the entire year.

The difficulties Ohioans faced with the canals paled in comparison to the advantages that they garnered. Most importantly, the cost to ship goods from the East Coast to Ohio and vice versa declined tremendously from 125 dollars per ton of goods to twenty-five dollars per ton of goods. It took eighty hours to travel from Cleveland to Portsmouth along the Ohio and Erie Canal. While horseback was much quicker, it also cost a great deal more. The cost on the canal boat was \$1.70 per person.

Most canals remained in operation in Ohio until the late 1800s. There is a short stretch in the Muskingum Valley near Zanesville still in operation today. By the 1850s, however, canals were losing business to the railroads. Railroads had several advantages over the canals, which made the railroads much more popular. While railroads cost more to ship people and goods, they could deliver people and items much more quickly than the canals. Railroads also were not limited by a water source as canals were. Because of these advantages, railroads quickly supplanted the canals.



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Bessemer process

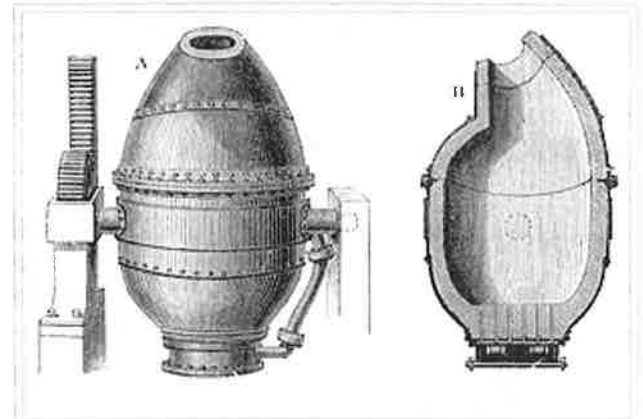
From Wikipedia, the free encyclopedia

The **Bessemer process** was the first inexpensive industrial process for the mass-production of steel from molten pig iron. The process is named after its inventor, Henry Bessemer, who took out a patent on the process in 1855. The process was independently discovered in 1851 by William Kelly.^{[1][2]} The process had also been used outside of Europe for hundreds of years, but not on an industrial scale.^[3] The key principle is removal of impurities from the iron by oxidation with air being blown through the molten iron. The oxidation also raises the temperature of the iron mass and keeps it molten.

The process using a basic refractory lining is known as the *basic Bessemer process* or *Gilchrist-Thomas process* after the discoverer Sidney Gilchrist Thomas.

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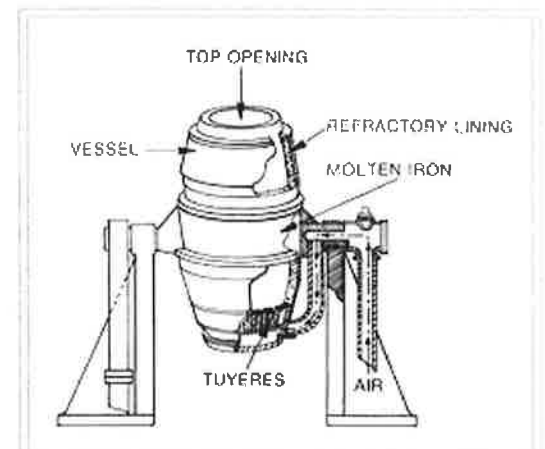


Bessemer converter, schematic diagram

Details

Bessemer converter

The process is carried out in a large ovoid steel container lined with clay or dolomite called the Bessemer converter. The capacity of a converter was from 8 to 30 tons of molten iron with a usual charge being around 15 tons. At the top of the converter is an opening, usually tilted to the side relative to the body of the vessel, through which the iron is introduced and the finished product removed. The bottom is perforated with a number of channels called *tuyères* through which air is forced into the converter. The converter is pivoted on trunnions so that it can be rotated to receive the charge, turned upright during conversion, and then rotated again for pouring out the molten steel at the end.



Bessemer converter components.

Oxidation

The oxidation process removes impurities such as silicon, manganese, and carbon as oxides. These oxides either escape as gas or form a solid slag. The refractory lining of the converter also plays a role in the conversion—the

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clay lining is used in the *acid Bessemer*, in which there is low phosphorus in the raw material. Dolomite is used when the phosphorus content is high in the *basic Bessemer* (limestone or magnesite linings are also sometimes used instead of dolomite)—this is also known as a ***Gilchrist-Thomas converter***, named after its inventor, Sidney Gilchrist Thomas. In order to give the steel the desired properties, other substances could be added to the molten steel when conversion was complete, such as spiegeleisen (an iron-carbon-manganese alloy).

Managing the process

When the required steel had been formed, it was poured out into ladles and then transferred into moulds and the lighter slag is left behind. The conversion process called the "blow" was completed in around twenty minutes. During this period the progress of the oxidation of the impurities was judged by the appearance of the flame issuing from the mouth of the converter: the modern use of photoelectric methods of recording the characteristics of the flame has greatly aided the blower in controlling the final quality of the product. After the blow, the liquid metal was recarburized to the desired point and other alloying materials are added, depending on the desired product.

Predecessor processes



Bessemer converter at Station Square, Pittsburgh.

Before the Bessemer process, Britain had no practical method of reducing the carbon content of pig iron. Steel was manufactured by the reverse process of adding carbon to carbon-free wrought iron, usually imported from Sweden. The manufacturing process, called cementation process, consisted of heating bars of wrought iron together with charcoal for periods of up to a week in a long stone box. This produced blister steel. Up to 3 tons of expensive coke was burnt for each ton of steel produced. Such steel when rolled into bars was sold at £50 to £60 a long ton. The most difficult and work-intensive part of the process, however, was the production of wrought iron done in finery forges in Sweden.

This process was refined in the 18th century with the introduction of Benjamin Huntsman's crucible steel-making technique, which added an additional three hours firing time and required additional large quantities of coke. In making crucible steel the blister steel bars were broken into pieces and melted in small crucibles each containing 20 kg or so. This produced higher quality crucible steel but increased the cost. The Bessemer process reduced to about half an hour the time needed to make steel of this quality while requiring only the coke needed to melt the pig iron initially. The earliest Bessemer converters produced steel for £7 a long ton, although it initially sold for around £40 a ton.

History

Historian Robert Hartwell points out that the 11th century Chinese of the Song Dynasty innovated a "partial decarbonization" method of repeated forging of cast iron under a cold blast.^[4] The historians Joseph Needham and Wertime acknowledged that this was the predecessor to the Bessemer process of making steel. This process was first described by the prolific scholar and polymath government official Shen Kuo (1031–1095) in 1075 when he visited Cizhou.^[4] Hartwell states that perhaps the earliest center where this was practiced was the great iron-production district along the Henan-Hebei border during the 11th century.^[4]

In 1740 Benjamin Huntsman developed the crucible technique for steel manufacture, at his workshop in the district of Handsworth in Sheffield.



Bessemer converter, Kelham Island Museum, Sheffield, England (2010).

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This process had an enormous impact on the quantity and quality of steel production.

Sir Henry Bessemer described the origin of his invention in Chapters 10 and 11 of his autobiography. According to this book at the time of the outbreak of the Crimean War many English industrialists and inventors became interested in military technology and Bessemer himself developed a method for grooving artillery projectiles so that they could spin without the use of rifling in the bore of the gun. He patented this method in 1854 and began developing it in conjunction with the government of France. After a successful day of testing of his method at the Polygon in France he had a conversation with Claude-Etienne Minié who stated that a key barrier to the use of the larger, heavier spinning projectiles would be the strength of the gun and in particular "...he [Minié] did not consider it safe in practice to fire a 30-lb. shot from a 12-pounder cast-iron gun. The real question, he said, was; Could any guns be made to stand such heavy projectiles?". This is what started Bessemer thinking about steel. At the time steel was difficult and expensive to make and was consequently used in only small items like cutlery and tools. Starting in January 1855 he began working on a way to produce steel in the massive quantities required for artillery and by October he filed his first patent related to the Bessemer process.

According to his autobiography Bessemer first started working with an ordinary reverberatory furnace but during a test a couple of pig ingots got off to the side of ladle and were sitting above it in the hot air of the furnace. When Bessemer went to push them into the ladle he found that they were steel shells: the hot air alone had converted the outer parts of the ingots to steel. This crucial discovery led him to completely redesign his furnace so that it would force high-pressure air through the molten iron using special air pumps. Intuitively this would seem to be folly because it would cool the iron, but due to exothermic oxidation both the silicon and carbon react with the excess oxygen leaving the surrounding molten iron even hotter, facilitating the conversion to steel.

Bessemer licensed the patent for his process to five ironmasters, for a total of £27,000, but the licences failed to produce the quality of steel he had promised and he later bought them back for £32,500.^[5] He realised the problem was due to impurities in the iron and concluded that the solution lay in knowing when to turn off the flow of air in his process; so that the impurities had been burnt off, but just the right amount of carbon remained. However, despite spending tens of thousands of pounds on experiments, he could not find the answer.^[6] Certain grades of steel are sensitive to the 78% nitrogen which was part of the air blast passing through the steel.

The simple, but elegant, solution was first discovered by English metallurgist Robert Forester Mushet, who had carried out thousands of scientifically valid experiments in the Forest of Dean. His method was to first burn off, as far as possible, *all* the impurities and carbon, then reintroduce carbon and manganese by adding an exact amount of spiegeleisen. This had the effect of improving the quality of the finished product, increasing its malleability - its ability to withstand rolling and forging at high temperatures and making it more suitable for a vast array of uses.^{[7][8][9]}

The first company to license the process was the Dowlais Iron Company. The company employed the process to produce their first Bessemer steel in 1865.^[10]

The first Bessemer steel mill in the United States was established in 1855 in Wyandotte, Michigan, on the Detroit River, about 14 miles south of Detroit. Detroit became an early steel producing city in North America due to easy access to Great Lakes shipping and iron ore from northern Michigan, Wisconsin and Minnesota. These were major factors in development of Detroit as a renowned center of automobile manufacture.

Importance

The Bessemer process revolutionized steel manufacture by decreasing its cost, from £40 per long ton to £6-7 per long ton during its introduction, along with greatly increasing the scale and speed of production of this vital raw material. The process also decreased the labor requirements for steel-making. Prior to its introduction, steel was far too expensive to make bridges or the framework for buildings and thus wrought iron had been used throughout the Industrial Revolution. After the introduction of the Bessemer process, steel and wrought iron

(none)

1825 → 1830 ESTABLISH

1901 still open

RAIL ESTABLISHED AFTER STATE

ACQUIRED LANDS-

1937- CANAL BECAME ROAD

1967 ROAD WIDENING

Congress also reserved Section 29 for religious purposes in John Cleves Symmes' Miami Purchase. Symmes' October 15, 1788, contract was similar to the Ohio Company's contract with the Board of Treasury. These ministerial lands are found in parts of Hamilton, Butler and Warren counties.

Ohio's 43,525 acres of ministerial land were, at first, leased to settlers by the trustees of the original surveying townships. After statehood, the General Assembly became the trustee and passed laws permitting 99 year leases renewable forever. Some of the leases are still in effect in Marietta, as well as in Delhi and Green townships in Hamilton County. This has created title problems for persons in those areas because they really don't own the land. To clear up this title problem, persons often pay the back rent and receive a deed from the state of Ohio. The back rent for some parcels has been as low as five cents a year because the original 19th Century (1805) formula for rent is still in effect.

The state of Ohio was authorized by Congress in 1833 to sell the ministerial land in Ohio. The money was invested, and the churches within the original surveying township received the interest and rent money until 1968. At that time, the constitutionality of such church-state relationships were questioned. Congress then authorized the remaining ministerial funds to be dispersed for schools. In May 1968, Ohio voters approved a constitutional amendment that resulted in any future ministerial income being used only for educational purposes.

Ohio is the only state in the Union where Congress gave land for the support of religion, except for a few small mission sites in the West. To what extent these land grants actually encouraged or benefited religion, will be up to future historians to answer.

Canal Lands. Two types of canal lands are found in Ohio. One is the 1,100,361 acres donated to Ohio by Congress to aid in the construction of the canals. The other is land actually used for the canals and canal reservoirs.

Begun on July 4, 1825, the Ohio Canal System ultimately consisted of over 795 miles of canals and feeders, five reservoirs (32,903 acres); 29 stream dams, 294 lift locks, and 44 aqueducts, which cost the state \$15,967,652. Cost of maintenance and operations to November 15, 1901, was \$12,464,130. Gross receipts from 1827 to 1901 were \$17,556,722. Although these figures may not be impressive in today's economy, the canal system could be compared to Ohio's 1,550 miles of Interstate highways, including the 241 miles of the Ohio Turnpike.

Ohio's major canals and their length in miles were: Ohio Canal (309); Walhonding Canal (25); Hocking Canal (56); Sandy and Beaver Canal (6); Muskingum Improvement (91); Miami and Erie Canal (248); Wabash and Erie Canal (18), and eight feeders (42 miles).

The land donated by Congress was sold by the state for \$2,257,487. These are located along the Miami and Erie Canal, primarily in Northwest Ohio. The Auditor of State's Land Office has the record copies of the deeds for both types of canal lands sold by the state.

Wagon Road or Turnpike Lands. Starting June 30, 1802, Ohio received three percent of the net proceeds from the sale of federal land in the state. This money could only be used for building roads. It was the seed money for many of the early roads in Ohio. By June 30, 1880, Ohio had received \$596,634 from this fund.

Congress gave the state more than 60,000 acres along the 46 miles of the Maumee Road on February 23, 1823. This road ran east from Maumee to the Connecticut Western Reserve. The state also received 31,596 acres for the Columbus and Sandusky Turnpike in 1827. Both land grants were made to defray the costs of construction.

Salt Reservations. Salt was a necessity of life which the early pioneers found quite expensive. Before salt was found in abundance in Ohio, it had to be brought over the mountain by pack animal. In 1796, Congress reserved all salt springs because of this mineral's value.

In Ohio, salt reservations were found in the present day counties of Jackson (23,040 acres), Delaware (4,000 acres), and Muskingum (1,280 acres).

The Scioto Salt Springs were the most noted and valuable. Their existence were known to the English as early as 1755. Visited regularly by Indians and settlers, a thriving settlement sprang up around the salt springs. The growing village caused the General Assembly to create the new County of Jackson, with the county seat at the salt works. Congress authorized the sale of 640 acres of this salt reservation in 1816. The proceeds of this sale, \$7,196, were used to construct the county buildings.

In 1824, Congress authorized the state to sell all of the remaining Salt Lands. The proceeds were to be used for "literary purposes."

LAWS RELATING TO STATE LANDS.

There has been a general misapprehension of the nature of the title the State holds in lands appropriated and used in the construction, maintenance and operation of canals, feeders, reservoirs and basins of the State. It is deemed proper, that we should submit the statutory provisions affecting this question, with reasons for the legal conclusions controlling the determination of this Commission.

The eighth section of the act passed by the General Assembly of the State of Ohio, on February 4, 1825, entitled "an act to provide for the internal improvement of the State of Ohio by navigable canals" (see General Laws of Ohio, vol. 23, pp. 56 and 57), provided among other things:

SEC. 8. That it shall and may be lawful for the said Canal Commissioners, and each of them by themselves, and by any and every Superintendent, Agent and Engineer employed by them to enter upon, and take possession of, and use all and singular any lands, waters, streams and materials necessary for the prosecution of the improvements intended by this act; and to make all such canals, feeders, dykes, locks, dams, and other works and devices as they may think proper for making said improvements; doing, nevertheless, no unnecessary damage; and that in case any lands, waters, streams or materials taken and appropriated for any of the purposes aforesaid, shall not be given or granted to this State, it shall be the duty of the Canal Commissioners, on application being made to them by the owner or owners of any such lands, waters, streams or materials, to appoint by writing not less than three nor more than five discreet, disinterested persons as appraisers, who shall, before they enter upon the duties of their appointment, severally take an oath or affirmation, before some person authorized to administer oaths, faithfully and impartially to perform the trust and duties required of them by this act; a certificate of which oath or affirmation shall be filed with the Secretary of the Canal Commissioners, and it shall be the duty of said appraisers, or a majority of them, to make a just and equitable estimate and appraisal of the loss or damage, if any, over and above the benefit and advantage to the respective owners and proprietors, or parties interested in the premises so required as aforesaid, and the said appraisers, or a majority of them, shall make regular entries of their determination and appraisal, with an apt and sufficient description of the several premises, appropriated for the purposes aforesaid, in a book or books to be provided and kept by the Canal Commissioners, and certify and sign their names to such entries and appraisal, and in like manner certify their determination as to those several premises which will suffer no damages, or will be benefited more than injured by, or in consequence of the works aforesaid, and the Canal Commissioners shall pay the damages so to be assessed and appraised, and the fee simple of the premises so appropriated shall be vested in this State. Provided, however, that all such applications to the Board of Canal Commissioners, for compensation for any lands, waters, streams, or materials so appropriated shall be made within one year after such lands, waters, streams, or materials, shall have been taken possession of by the said Commissioners, for the purposes aforesaid.

The tenth section of the same act provides further:

That the said Canal Commissioners, or a majority of them, shall be, and they are hereby authorized to make application in behalf of this State, to the Congress of the United States, and the proprietors of lands through, or near which the said canals, or either of them, may be proposed to pass; to all bodies politic, or corporate, public or private; and all citizens or inhabitants of this or any other of the United States, for cessions, grants, or donations of lands, or money, for the purpose of aiding in the construction of both, or either of said canals, according to the direction of the several grantors or donors, and to take to this State, such grants and conveyances, as may be proper and competent, to vest a good and sufficient title in the said State, to the lands so to be ceded, or granted as aforesaid.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio,* That sections two, three, four, and five of an act passed March 23, 1833, entitled an act to provide for a commission to establish the boundaries and lines of the canals, canal basins, reservoirs, etc., of the state, by an accurate survey by metes and bounds, together with maps and plats of the same, and to define and protect the boundary and titles of the state in and to all lands belonging to and connected with said canals, be and the same are amended so as to read as follows:

SEC. 2. Said commissioners shall employ surveyors to make said surveys, maps, and plats, with necessary assistants, and fix their compensation; and said maps and plats shall be made in conformity to instructions and plans prepare by the chief engineer of the public works, and when completed they shall be approved by him and said commission, by endorsement signed by them respectively.

SEC. 3. Each of said commissioners is hereby authorized to issue subpoenas for, and compel the attendance of such witnesses as they, or either of them, may think necessary in fixing said boundaries, or ascertaining any fact which said commission should ascertain in the discharge of its duties; and the testimony so taken, together with said maps, plats, and field notes of such surveys, and the report of said commission as to the boundaries of the lands belonging to the state of Ohio, with its findings in that behalf, shall be filed for preservation in the office of the board of public works; and upon any trial in any of the courts of this state, any of said findings, maps, plats, or surveys, which may in any manner relate to or have any bearing upon the subject-matter at issued, shall be taken and held to be competent [prima facie] evidence, of the truth of such findings, and the boundaries of said lands, and that the state of Ohio has the ownership of said land, or such an interest in it as may be therein stated; and a duly certified or sworn copy of such findings, plat, or map shall, when produced on said trial, have the same force and effect as the original from which it was taken would have under this section if produced on said trial.

SEC. 4. That in all cases where any land claimed by the state is in the possession and occupancy of any person, persons, or corporation claiming the ownership thereof, and such person, persons, or corporation shall appear before said commission and submit such claim or claims to the award and decision of said commission for the purpose of determining the boundary line

of said land or the ownership thereof, said commission may make an award and decision thereon, which shall be final and conclusive as to all the parties thereto having notice and not under legal disability.

SEC. 5. That each and every tract of land which said commission shall find to be the property of the state of Ohio, and which in the opinion of said commission, the board of public works and its chief engineer, shall not be deemed necessary for the actual use, efficiency, and operation of the canals of said state, or either of them, shall be valued by said commission at its true value in money, and if such land shall not be then under an existing lease, or if to let, then at the expiration of such lease, said land may be leased or let on the terms and conditions hereinafter provided for.

SEC. 6. That if such land is not in the possession of any person, or persons, or corporation having a building, buildings, or other valuable structures thereon, it may be immediately let or leased for fifteen years, at an annual rent of six per cent. per annum on said valuation, to be paid semi-annually, in advance, and at such place as said commission, board of public works and its chief engineer may fix by the terms of said lease. Any tract of land so to be valued or appraised, if in the actual possession of any person, persons, or corporation who may own a building or buildings, or other valuable structure thereon, such valuation shall not embrace the value of such building, or buildings, or other valuable structure, and the person, or persons, or corporation owning the same shall be entitled to such a lease of said land or lands upon the same terms and conditions as any other person or corporation would or might be entitled to under this act if there were no building or buildings, or other valuable structure upon said land; provided always, however, that each and every building or other valuable structure erected thereon by any person, or persons, or corporation may be taxed as other property of individuals or corporations in the same locality.

SEC. 7. That if the person, or persons, or corporation owing or claiming to own a building or other valuable structure on any land as aforesaid, found to be the property of the state of Ohio, shall not, within ten days after such finding and notice thereof, apply for a lease thereof and enter into a lease therefor, as herein provided, then the right of such person, or persons, or corporation to such a lease shall cease and from thenceforth be void; and said commission shall give a public notice by advertisement published for at least two consecutive weeks in some newspaper printed and generally circulated in the county where such land is situated, that it will lease such property upon the terms herein provided for, and it may, subject to the conditions of this act, so lease said land on the day so named in such notice, or any day thereafter; but if said commission shall find that said building, or buildings, or other valuable structure are not the property of the state of Ohio, the owner or owners may, with the assent of said commission, and on or before a day fixed by them, remove said building, or buildings, or other valuable structure from the land of the state, if such removal can be accomplished without injury to said land.

SEC. 8. That all leases to be made under the provisions of this act shall be prepared by the attorney-general of the state, and each lease shall contain a condition that if any installments of rent therein agreed to be paid, shall not be paid at the time specified, or within ten days thereafter, whether a demand therefor shall or shall not be made, said lease shall, at the option of the board of public works, become and be null and void as against the state of Ohio, and that the lessee so in default, his heirs, or assigns, or any party in possession of such demised premises, shall yield up the possession thereof to said board of public works or its authorized agent, and the same shall thereupon be leased to any person, or persons, or corporation upon the same conditions as herein provided for in other cases.

SEC. 9. That if said commission shall find that any person, or persons, or corporation is unlawfully in possession, use, or occupation of any land belonging to the state of Ohio, or has taken, carried away, or in any manner injured the whole or any part of any canal lock, or weigh lock, culvert, aqueduct, or canal bridge, or any of the abutments thereof belonging to said state, or any of the materials used in the construction of any such lock, culvert, aqueduct, or canal bridge, or any of the abutments thereof belonging to said state, it shall direct the attorney-general, and it is hereby made his duty, to bring a civil action or civil actions to recover the possession of such land, or damages for the property so taken, carried away, or injured, and any person or persons who may have advised or unlawfully aided any other person or persons to injure said property or take it or carry it away, may in every such action be made a co-defendant with the person or corporation who so took, injured, or carried away said property, and such a joint or several judgments may be had therein against him in such action as may be right and proper therein. And any suit or suits authorized to be brought by this act may be commenced in the county where such property is situated, or in Franklin county.

SEC. 10. The commission appointed by this act, and the board of public works and its chief engineer may under such rules, regulations, and conditions as to semi-annual payment of rent and otherwise, lease or let to any person or persons or to any corporation organized under the laws of this state, any tract or parcel of land, not exceeding forty acres, owned by this state, along any canal or in any of the reservoirs or canal basins of the state, for the purpose of digging or boring therein for gas and to be conveyed or transported therefrom, the gas found thereunder, such lease to be granted for a period not exceeding ten years, and the lease therefor shall be prepared as in other cases herein provided for, with like stipulations, provisions, and conditions, except as to the amount of the rent to be paid. But no lessee or lessees, or his or their assignee or assignees shall have any power to fill up any part of the land so leased, or in any manner to obstruct navigation therein, and no such lease shall be granted or given unless in the opinion of the said commission, board of public works, and chief engineer, the use of the land so leased would not materially injure or interfere with the navigation of any of the canals of this state.

SEC. 11. Any land or lands belonging to the state of Ohio, near or remote from the line of any canal in this state, that cannot be leased so as to yield six per cent. on the valuation thereof, as determined by said commission, may be sold by said commission at not less than three-fourths of such valuation, upon such terms of payment as may be fixed by the commissioners of the sinking fund, and such land shall be offered for sale at public vendue, at the court house in the county where the same is situated, after at least thirty days' notice given by publication in two papers of opposite politics, of general circulation in such county; provided, however, that such land or lands shall not be sold or offered for sale unless the said commission, board of public works, and the chief engineer of the board of public works shall have, by a majority vote in joint session, determined that such land or lands are not necessary or required for the use, maintenance, and operation of any of the canals of this state.

SEC. 12. That sections two (2), three (3), four (4), and five (5), of the aforesaid act, by this act amended, be and the same are hereby repealed; and this act shall take effect and be in full force from and after its passage.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio,* That section eleven (11) of an act to amend the act passed March 28th, 1888, entitled "an act to provide for a commission to establish the boundaries and lines of the canals, canal basins, reservoirs, etc., of the state, by an accurate survey by metes and bounds, together with maps and plats of the same, and to define and protect the ownership and titles of the state in and to all lands belonging to and connected with said canals," and to repeal section eleven (11) of the act so amended.

SEC. 2. Any land or lands belonging to the state of Ohio, near or remote from the line of any canal in this state, that can not be leased so as to yield six per cent. on the valuation thereof, as determined by said commission, may be sold by said commission at not less than three-fourths of such valuation, upon such terms of payment as may be fixed by the commissioners of the sinking fund, and such land shall be offered for sale at public vendue, at the court house in the county where the same is situated, after at least thirty days' notice given by publication in two papers of opposite politics, of general circulation in such county; provided, however that said commission, together with the governor and attorney-general of the state of Ohio, shall have power to sell any such land or lands at private sale, at a price not less than the appraised value thereof; the governor to execute deeds to purchasers of any such lands, whether sold at public or private sale; provided further, that such land or lands shall not be sold or offered for sale unless the said commission, board of public works, and the chief engineer of the board of public works shall have, by a majority vote in joint session, determined that such land or lands are not necessary or required for the use, maintenance and operation of any of the canals of this state.

SEC. 3. That said section eleven (11) of the aforesaid act, by this act amended, be and the same is hereby repealed; and this act shall take effect and be in full force from and after its passage.

And we find that under the power granted to the Canal Commissioners under the eighth section of the law, they appropriated and actually used several tracts of land in constructing the improvements, that is to say, "the canals, feeders, dykes, locks, dams and such other works and devices" therein provided for, leaving the owners of the several tracts of land so appropriated and used the right to seek, in accordance with its provisions, the damages to which they might think themselves respectively entitled to have, by such appropriation and use.

Some of these persons resorted to that method for satisfaction of such damages, while others not only abstained from doing so, but in common with others, in response to the solicitations authorized to be made to them by the tenth section of the act referred to, actually donated land remote as well as contiguous to the canal and improvements provided for, in order to aid in their construction.

There are several instances in which there are not now any written evidences of these donations having been made; but no written evidence of any such donation was necessary to perfect or evidence the title of the State to any tract of land appropriated and used for any of the purposes indicated, where the improvements, or any of them provided for by law, were actually made upon any such tract of land,

It is, however, now claimed by interested parties, that by the abandonment or non-user of a canal or canal basin or feeder by the State, the land upon which it was constructed thereby reverts to and becomes vested in its former owner or his heirs, upon the same principle and for the same reason that land across or over which an easement for a public highway had been appropriated, where such public highway had been vacated after its appropriation for that purpose would revert; but there is no just analogy between the cases referred to, as we shall presently attempt to show.

Those persons who set up the claim that the land so reverts, predicate the claim upon the following proposition:

1. That the State never obtained a deed of conveyance for the land from its former owner.

2. That the original owner made a deed of conveyance for the land and inserted a condition therein, that upon the abandonment or non-user of the land for the purpose for which it was appropriated, it should revert to him.

It will not be questioned that the General Assembly of the State of Ohio had not, at the time it passed the act referred to (Feb. 4, 1825), under its constitutional grant of legislative power, in the constitution of 1802, full and ample power, under the right of eminent domain, therein provided for, to authorize the appropriation and use of the land, used in the construction of the "Canals and devices," in the manner and by the means, used for the purposes indicated in the act alluded to.

We also think that it cannot be doubted, that it had the power to provide that the land so appropriated and used, should by such appropriation and use become the property of the State, in *fee simple*, as provided in the act, without the formality of receiving a deed of conveyance therefor.

Indeed, if it were a proper occasion for doing it, and necessary to do so, we should confidently claim that it is only by virtue of the positive law of the State that any man's title to land should be given or granted by a deed of conveyance, or written instrument, or evidenced by it; but let it be as it may upon that subject, we confidently repeat that the State of Ohio had the power, which it exercised, of providing for the appropriation of the land for the purposes stated, and that by such appropriation and use the *fee simple* thereof should be vested in the State.

If, then, by force of such proceeding the *fee simple* of the land became and was *vested* in the State, it must have followed that the owner of the land became and was thereby *divested* of his title thereto.

This seems to follow as a necessary consequence; and if it be such, the former owner had no legal title to the land which could by any legal possibility revert to him from the abandonment or *non-user* of the "works or devices," constructed upon the land by the State, which formerly belonged to him, but of which he became and was divested in the manner and by the means pointed out in the act; and there is no analogy between this case and a case where a public highway has been located across or over the land of a private owner, where such highway afterwards becomes abandoned or vacated; for in the case of a public highway so located, the public only take an *easement* on the land so used, while by force of the act of 1825, hereinbefore referred to, the State took the *fee simple* in the land used by it.

Now, while this may be admitted to be true as to land appropriated under the first mentioned act, but not conveyed to the State of Ohio, it is confidently claimed by some interested persons that where land was conveyed to the State by a deed of conveyance for the purposes indicated, but such deed contained a condition therein written, that upon the non-user or abandonment of the works or devices constructed upon it, the title thereto should revert to the person who conveyed it, or his heirs.

If this unjust claim can be tolerated, or is well founded, it would necessarily follow that all a person would have to do to defeat the object of the law and its settled policy, would be to execute a deed of conveyance to the State for the land with such a condition in it, and have it recorded. But we think that it was the policy of the law to avoid the necessity of any written conveyance whatever, and trust to the notoriety of its use and occupancy of the land, with the tradition of its use and ownership and the evidence thereof for its title. The law, however, studiously avoided requiring any written evidence of a conveyance from the owner of such land; nor did it authorize any person to accept such a deed, and the State not having been named in any of the laws requiring the execution or delivery of a written conveyance for land; and it could well take and hold the lands in *fee simple* which were by it taken and used in accordance with the provisions of the act hereinbefore alluded to.

It therefore follows, that if such a written conveyance, as we have described, was ever made, it could not change or vary the legislative provision on that subject, nor could the acceptance of such a deed by any officer of the State of Ohio, bind the State, or control or defeat its settled policy in that respect.

The policy of the law of this State, as is clearly indicated by its legislation, was to vest the fee of the land in the State, and divest its former owner thereof by its appropriation for the uses and purposes named, and having been so vested it cannot be divested, except by positive legislation had for that purpose.

In arriving at this conclusion, we have not been unmindful of the existence of the fourth section of the act of February 7, 1826 (O. L., vol. 24, page 59), which provides that "all conveyances of land and lots given, granted or ceded to the State or purchased by the Canal Commissioners, *in aid of and for the benefit of the canal fund* shall be made to the State of Ohio, and be by the commissioners deposited in the office of the Secretary of the State."

The lands referred to in this section may well be supposed to be land remote or contiguous to the canals donated to the State, or purchased by it for speculative purposes, to aid in the construction of the canal or devices mentioned; and in allowance with its provisions, deeds of conveyance have been made to the State for lands quite remote from

the public works, whose construction these conveyances were intended to aid, by using the purchase money arising from their sale by the State. Some such provision for a conveyance, and a conveyance under it was necessary to vest the fee of such land in the State, so that the State might sell it "in aid of and for the benefit of the canal fund;" but no such muniments of title was necessary where the lands appropriated by the State, by the actual construction of the public works upon them, for the statute implicitly made use of the land for such purpose, evidence of its ownership and full and ample notice to all persons of that fact.

The provisions of the tenth section of the act referred to, and herein commented upon, are, so far as the State is concerned, in land appropriated and used by it for the construction of the public works thereon, merely permissive, and do not implicitly or otherwise repeal the eighth section of the act of February 4, 1825, first mentioned.

AUTHORITY.

The Canal Commissioners, while constructing the canals, held that the State's title became absolute on the occupation of the land, and they were not only men of great business capacity, but among them were eminent jurists like Hon. Benjamin Tappan.

The Supreme Court of the State gave judicial sanction to the same construction in the reported case of Malay vs. The City of Toledo.

When the city of Cleveland acquired the Ohio Canal, within its limits, a commission was created with duties and powers like those devolved on this Board. Hon. Luther Day and Hon. Charles E. Pennewell, gentlemen of eminence alike at the bar and on the bench, with the city engineer, constituted the commission, and they adopted the same doctrine here insisted upon, and after contest their report was confirmed in the Court of Common Pleas, and re-affirmed in the District Court.

The uniform tend of legislation as to abandoned canal property shows that the legislative department entertained the same opinion as to the State's title, and that this title in fee simple can only be surrendered by authority of positive legislation.

GENERAL CONTRACT RECORD

REG. NO. **147 073**

REGISTERED **MAR 1 8 1968**

ICC-NY-MASS-CAN

CALENDAR

COMPTROLLER

REC'D
MAR 18 1968
N. Y. C. SYSTEM
OFFICE OF
SECRETARY

PENN CENTRAL

466 Lexington Avenue - New York, N.Y. 10017

March 14, 1968 EED/o

**SUBJECT: Widening of existing overhead bridge -
Anthony Wayne Trail (U.S. Route #24)
over 2 Main Tracks in City of Toledo,
Lucas County, Ohio.**

File T-101-4-31

Mr. Thomas M. Major, Deputy Director
Division of Planning and Programming
Ohio Department of Highways
25 S. Front Street-Room 402
Columbus, Ohio 43216

Your ref: LUC-24-24.30
LUC-24-2441

Attention: Mr. Byrd Finley, Jr.

Dear Sir:

This will acknowledge yours of March 4 transmitting
one (1) bound (the RR Copy) and twelve (12) unbound copies of
the covering agreement #1745 for the above project.

Special clauses transmitted with yours of February 20
are satisfactory to the Railroad.

Yours very truly,

(Signed) C. E. DEFENDORF
CHIEF ENGINEER

BC: Mr. R. W. Carroll:

One fully executed, bound copy of covering
agreement (State #1745) and 12 conformed copies
herewith for registration and distribution.
C.E.D.

Encls.

147073

IN THE MATTER OF THE WIDENING OF
THE EXISTING GRADE SEPARATION
STRUCTURE OVER THE TRACKS OF THE
NEW YORK CENTRAL RAILROAD COMPANY
ON THE ANTHONY WAYNE TRAIL, STATE
ROUTE NO. U.S. 24 AT A POINT BETWEEN
CURTIS STREET AND FIELD AVENUE IN
THE CITY OF TOLEDO, LUCAS COUNTY,
OHIO.

AGREEMENT NO. 1745

A G R E E M E N T

THIS AGREEMENT, made this 31st day of January 1968, between the State of Ohio, acting by and through the Director of Highways of the State of Ohio, as First Party, hereinafter referred to as the STATE and The New York Central Railroad Company, as Second Party, hereinafter referred to as the COMPANY.

WITNESSETH:

WHEREAS, existing State Route No. U.S. 24, the Anthony Wayne Trail, now crosses two tracks of the COMPANY at a point between Curtis Street and Field Avenue in the City of Toledo, Lucas County, Ohio, by means of Bridge No. LUC-24-2441, and

WHEREAS, the STATE now proposes to widen the existing structure to provide additional traffic lanes. Said reconstruction hereinafter referred to as the PROJECT, and

WHEREAS, under such conditions, Chapter 5523 of the Revised Code of Ohio and other grade crossing elimination laws of the State of Ohio do not apply to the PROJECT herein considered, and

WHEREAS, the Director of Highways of the State of Ohio is empowered generally by Chapter 5501 of the Revised Code of Ohio to carry forward highway improvements of the type herein contemplated, and

WHEREAS, the Federal Aid Highway Act of 1956, as amended, and Section 5531.03 of the Revised Code of Ohio, have become effective providing funds for the construction costs of projects, such as is contemplated herein, and

WHEREAS, it is desired by the parties hereto to carry out and accomplish the separation of grades of the said proposed crossing with the tracks of the COMPANY at the point hereinbefore mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties respectively and the proportion of costs and expenses to be paid by each of said parties and the mode and time of payment therefor.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1.

The plans of the STATE for the said improvement are identified by title as follows:

"State of Ohio, Department of Highways, LUC-24-24.30, Lucas County, Grade Separation with The New York Central Railroad Company" and known as Federal Aid Project No.

Before this agreement shall be in force and effect, the foregoing plans shall meet the approval of the parties hereto, and upon such approval shall become a part of this agreement by reference.

SECTION 2.

The work to be done under this agreement and shown on the plans described under SECTION 1 of this agreement consists of the widening of Bridge No. LUC-24-2441 over the tracks of the COMPANY and the necessary approaches thereto.

Said work will consist of the widening of the existing structure on the north and south sides with a steel beam superstructure and reinforced concrete deck supported by a reinforced concrete substructure. The reconstruction of the structure will provide an additional roadway width of about 42'-0" \pm with a monolithic concrete wearing surface. The structure will span the existing tracks of the COMPANY providing a minimum vertical clearance of 21'-8" above top of rails and a minimum horizontal clearance of 8'-4" from centerline of track to near face of pier.

It is understood that temporary minimum construction clearances of 19'-0" vertically from top of rails and 8'-0" horizontally from centerline of track will be permitted by the COMPANY, but the STATE shall secure the consent of the Public Utilities Commission of the State of Ohio to such restricted clearances.

The construction of the highway and the necessary earth work to effect the clearances shown above, the grading, draining and paving of the highway, the seeding and planting of slopes, the construction of highway guard rails, the settlement of claims for property purchased, appropriated and damaged by such construction, and the maintenance of railroad traffic and rearrangement and restoration of railroad facilities made necessary by the work herein contemplated, shall be considered as necessary items to be included as part of this improvement.

SECTION 3.

Responsibility for the several necessary items of work shall be as follows:

- (a) The following items shall be let in contract by the STATE after competitive bidding as provided by law, at PROJECT expense, subject to the provisions of this agreement:
- (1) Grading, draining and paving the highway, including constructing any necessary side drives and approaches.
 - (2) Sodding, seeding and planting of slopes.
 - (3) Erecting necessary highway guard rails.
 - (4) Reconstruction of reinforced concrete substructure, including excavation, piling and backfill therefor.
 - (5) Reconstruction of steel beam superstructure with reinforced concrete deck and monolithic concrete wearing surface.
- (b) The following items shall be done or caused to be done by the COMPANY with its own forces, at PROJECT expense, subject to the provisions of this agreement:
- (1) Changes in communication and signal lines, interlocking and signal apparatus.
 - (2) Provision of switchtenders, flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operations as may be necessary

in connection with the work performed by the COMPANY'S forces.

SECTION 4.

Any work not specifically provided for in SECTION 3 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work, as provided for by the rules and regulations of the Bureau of Public Roads as then in effect.

SECTION 5.

All work to be done by the COMPANY under the provisions of this agreement shall be done in accordance with the plans described in SECTION 1, together with such other plans and specifications detailed and supplementary thereto as may be mutually agreed upon and as may be necessary to carry out the work fully in accordance with the intent of this agreement and in accordance with good engineering practice. All work to be done by the STATE shall be done in accordance with said plans and under the standard and supplemental specifications of the Department of Highways in force on the date of the award of the contract, together with such special provisions as may be agreed upon by the parties hereto.

The STATE shall require its contractor to bear all costs of protecting railroad traffic made necessary or occasioned by his operations, as set forth in special provisions to be approved by the parties hereto, which are more specifically set forth in "Special Clauses in the Proposal" and which are included in this agreement by reference.

The COMPANY agrees to furnish the STATE'S contractor at said contractor's sole expense, and the STATE shall require its contractor to use, such switch-tenders, flagmen, telegraph operators, pilots, watchmen or other protective services and devices, other than engineering personnel, as in the opinion of the COMPANY are required to promote safety and insure continuity of railroad traffic during the contractor's operations.

The COMPANY agrees to bill the contractor promptly for such services and devices and further agrees to submit a complete and final bill within sixty (60) days after receipt of notice from the contractor that all operations requiring such service have been completed.

The STATE shall require its contractor to reimburse the COMPANY for such services and devices promptly on receipt of bills. The STATE agrees to withhold final payment to its contractor until the contractor has furnished the STATE a statement from the COMPANY that all bills chargeable hereunder to the contractor by the COMPANY have been paid.

SECTION 6.

The STATE shall have general charge of the engineering work on the PROJECT, but the COMPANY shall provide such engineering services as the STATE may require. Nothing herein shall deny the COMPANY the right to place inspectors on work being done on its property or facilities. Preliminary engineering costs incurred by the COMPANY subsequent to October 22, 1965 may be charged against the PROJECT.

Construction engineering and inspection costs incurred by the COMPANY subsequent to the award of a construction contract by the STATE may be charged against the PROJECT.

SECTION 7.

The COMPANY shall put in execution such "Slow Orders" as may be necessary to carry on the work under this agreement with reasonable economy and dispatch. It is understood that any required speed of less than thirty (30) miles per hour

is an unreasonable restriction of traffic. The STATE shall require its contractor at all times to use all reasonable care and diligence and to cooperate with the officials of the COMPANY in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of the COMPANY.

Any of the COMPANY'S equipment, such as work trains, locomotive cranes, cars or other rolling stock used on the work by the STATE'S contractor in carrying out his contract shall not be chargeable to the parties hereto, but the STATE shall require the contractor to bear the cost of the rental of such equipment as part of the contract price for the work.

SECTION 8.

It is understood that the construction costs of the PROJECT herein contemplated are to be financed from funds provided by the STATE and expended in accordance with Federal regulations, that all plans, specifications, estimates of costs, awards of contracts, acceptance of work and procedure in general will at all times conform to all Federal laws, rules, regulations, orders and approvals applying to a Federal Aid Project, and the STATE shall reimburse the COMPANY for construction costs and for preliminary and construction engineering costs in accordance with Policy and Procedure Memorandum 30-3 of the Bureau of Public Roads or any subsequent amendments thereto, in such amounts and forms as are proper and eligible for payment from Federal Aid highway funds. The COMPANY shall render its billings to the STATE in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records of, and substantiating data for such costs as may be necessary.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of the STATE, render it impracticable to utilize funds from the current appropriation for the construction of the PROJECT, then at any time before a construction contract is executed by the STATE, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon become null and void. The STATE shall reimburse the COMPANY for all costs and expenses incurred by it at the request of the STATE on account of the PROJECT, prior to such cancellation.

SECTION 9.

If at any time the STATE'S contractor requires a temporary crossing over the COMPANY'S tracks, the STATE shall require said contractor to arrange with the COMPANY for such crossing.

SECTION 10.

The STATE shall have charge of all disposition of property or property rights taken for the PROJECT whether purchased or appropriated, if any, and all damages to owners of abutting property or other property on account of the improvement herein contemplated. The cost of said property and property rights and damage to property shall be borne by the STATE.

The COMPANY agrees to grant insofar as it has the legal right to do so, to the STATE, at a price to be agreed upon or as may be judicially determined, an easement for highway purposes across its property, of sufficient width to permit construction and maintenance of the PROJECT. The STATE shall furnish plans and descriptions for such easement.

In case action involving said improvement is brought by or against either party hereto, said party shall promptly notify the other party of the pendency of such action.

SECTION 11.

The COMPANY may bill the STATE monthly for its force account work when costs exceed \$1,000. Progressive invoices may be submitted for work done during the previous month or period showing portion of estimated cost completed. Final bill covering actual cost of work and showing all details shall be submitted to the STATE within ninety (90) days after completion of said work. The STATE shall pay all bills within sixty (60) days after receipt thereof. The STATE may hold a retainer on all bills not to exceed eight percent (8%) until final payment. Final payment for all amounts due the COMPANY shall be paid by the STATE within sixty (60) days after final audit has been made and approved.

SECTION 12.

Each party hereto waives, but only as against the other, any and all damages or right to claim damages to any of its property growing out of or in any way connected with the improvement herein contemplated, except as otherwise provided for in this agreement.

The STATE shall require of its contractor a bond, conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the STATE and the COMPANY and shall further require its contractor to take out before work is commenced, and keep in effect until work is completed and accepted, a policy of Public Liability and Property Damage Insurance in an insurance company authorized to do business in the State of Ohio, to protect the STATE and a like policy to protect the COMPANY against loss or damage to property and injury to or death of persons, and against all claims, demands, expenses, suits or judgments arising because of, or resulting from the operations of the contractor, his subcontractor, agents or employees, each such policy of insurance to provide for payment not to exceed the amount of \$500,000.00 for injury to or death of one person and \$1,000,000.00 for any one accident, and \$500,000.00 for property damage for any one accident, and with a total or aggregate property damage limit of \$1,000,000.00.

The above insurance provisions are more specifically set forth in "Special Clauses in the Proposal" which are included in this agreement by reference.

SECTION 13.

The work provided for in this agreement shall be commenced by the parties within thirty (30) days from the date on which this agreement becomes effective, the COMPANY has been notified by the STATE to proceed and all funds necessary therefor on the part of the STATE have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

Upon completion of the PROJECT herein contemplated the responsibility for maintenance shall be as follows:

- (a) When the public way passes over the tracks of the COMPANY by means of a highway overhead structure, the STATE shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of the bridge structure and surfaces, approach grades, and all other highway facilities constructed or changed under the terms of this agreement. The COMPANY shall, at its own cost and expense, maintain, repair and renew, all of its facilities constructed or changed under the terms of this agreement.
- (b) When the public way passes under the tracks of the COMPANY by means of a highway underpass structure, the COMPANY shall, at its own cost and expense, maintain, repair and renew the bridge drainage system, floor slab or plate including waterproofing, all track facilities including ballast and all other of its facilities constructed or changed under the terms of this agreement. The STATE shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of all other portions of the bridge and the highway approaches constructed or changed under the terms of this agreement. It is understood and agreed between the parties hereto, that all costs of protecting or maintaining railroad traffic made necessary by the ordinary maintenance or repair of the railroad structure shall be borne by the COMPANY.

The COMPANY shall have the right, to attach to the portion of said structure, where it crosses the property of the COMPANY, such signal, electric and communication wires as may be requisite or useful in the operation of the COMPANY, said attachments to be made and maintained by the COMPANY at its own expense. No such attachments shall be made without the approval of the Director of Highways of the State of Ohio.

← WAITS ARE THEIRS!

SECTION 14.

This agreement shall be for the benefit of the parties hereto only and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except the STATE and the COMPANY and the successors and assigns of the COMPANY.

SECTION 15.

The Bureau of Public Roads' Policy and Procedure Memorandum No. 21-10 classifies this PROJECT in Classification No. 2 resulting in no ascertainable benefits to the COMPANY. The Parties signatory to this agreement accept this classification as applicable in this instance. The COMPANY'S contribution shall be zero dollars.

The total cost of the construction work herein contemplated shall be borne by the STATE.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in duplicate as of the day and year first above written.

BA

(SEAL)

Attest

Kella Brannon
Secretary

THE STATE OF OHIO

By

P.E. Masheter
Director of Highways

(SEAL)

Attest

[Signature]
Assistant Secretary

THE NEW YORK CENTRAL RAILROAD COMPANY

By

[Signature]
Vice President

APPROVALS
<i>b.k.v.</i> GEN. ATTY.
<i>CEP</i> CHIEF ENGR.
<i>ERB</i> GEN. M'GR.
<i>[Signature]</i> Asst. V.P. Eng'r

APPROVED AS TO FORM

William B. Saffer
Attorney General

Date *February 14, 1968*

In the Court of Common Pleas, Franklin County, Ohio.

The State of Ohio,

No. 23521.

Plaintiff,

vs.

The Lake Shore & Michigan

Southern Railway Company,

Defendant.

Journal Entry.

This day came the plaintiff by Hon. J. K. Richards, Attorney General, and the defendant, by its attorney, E. D. Potter, Jr., and thereupon this cause came on for hearing and was heard to the Court upon the pleadings and evidence, without the intervention of a jury, the same having been waived: On consideration whereof, the Court find, ~~on~~ the issues joined, for the defendant.

The Court further find that at the time of bringing this action the said defendant The Lake Shore & Michigan Southern Railway Company was in the occupation and possession of the real property described in the petition and that it had the legal title or estate therein and was entitled to the possession of the same; that the said plaintiff had no interest or estate in said premises, nor is entitled to the possession of the same or any part thereof and that the defendant ought to have its title and possession quieted as against the claim and demand of said plaintiff as prayed for in its answer herein.

~~It is therefore ordered, adjudged and decreed that the title and possession of the said The Lake Shore & Michigan Southern Railway Company to all and singular the premises described in the petition, to-wit: "situate in the county of Lucas, city of Toledo and State of Ohio and bounded and described as follows, to-wit: A strip or parcel of land one hundred and twenty four feet in width being sixty two feet in width on each side of the center line of the tracks of The Lake Shore & Michigan Southern Railway Company's railroad, extending from the east rail of~~

1241 woe

W 81-4-1

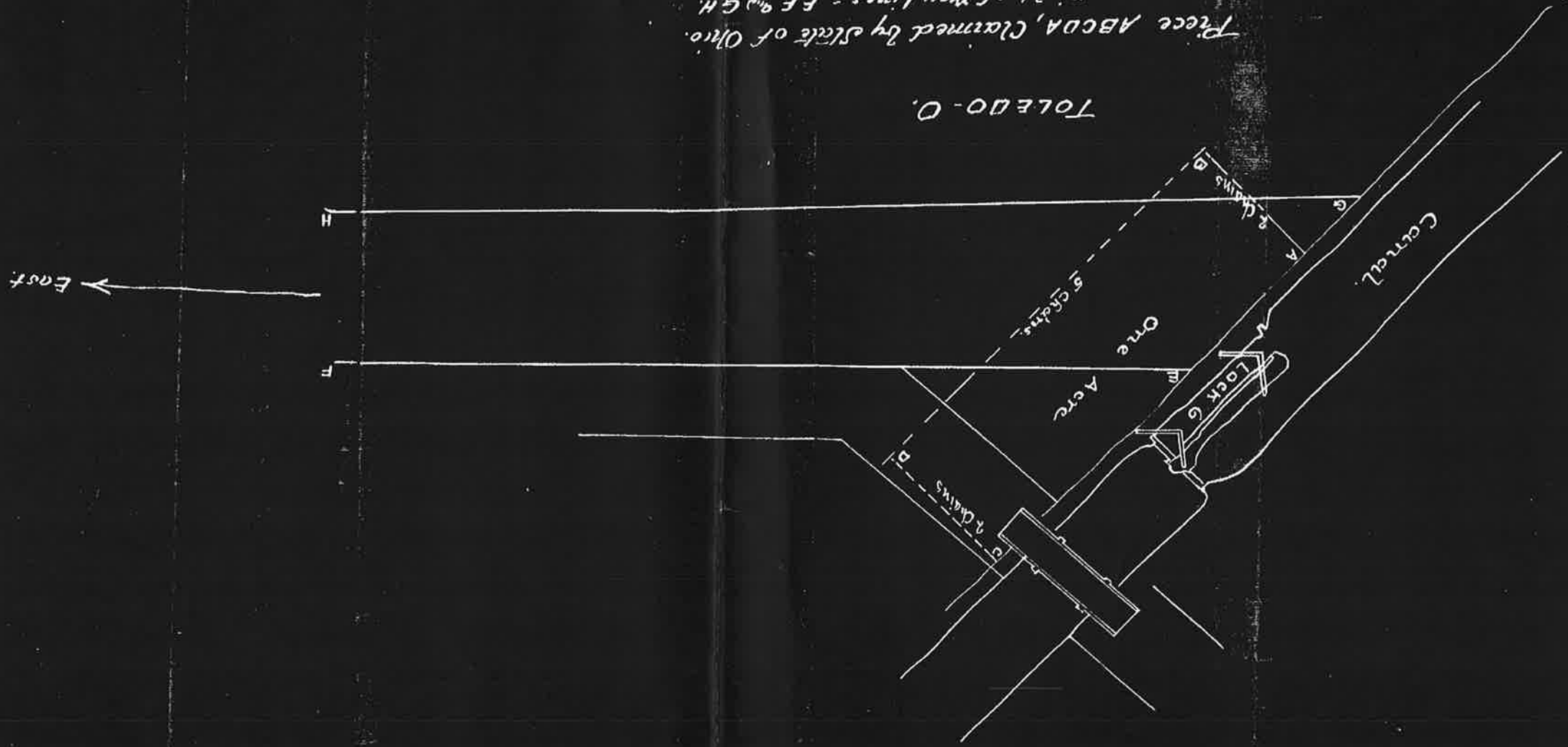
Handwritten notes:
1/2
1/2
1/2

the Toledo, St. Louis and Kansas City Railway Company's railroad north-
westerly to the feet of the slope of the westerly bank of the Miami and
Erie canal and being a part of the following described real estate: A
lot at Lock No. 6 of the Wabash and Erie Canal, beginning at a point fifty
feet at right angles from the south east face of the lock chamber wall
~~and one chain above the head of the lock;~~ ⁶⁶ thence north 45 3/4 east par-
allel with said face wall, ^{330'} five chains; thence 44 0/4 east two chains; ^{132'}
thence south 45 3/4 west five chains; ^{230'} thence north 44 1/4 west two chains
to the place of beginning, containing one acre," be and the same hereby
are quieted as against the said plaintiff and all persons claiming under
it, and said plaintiff is hereby forever enjoined from setting up any
claim to said premises or any part thereof adverse to the said title and
possession of said defendant, its successors and assigns thereto. It is
ordered that the said plaintiff pay the costs in this case taxed at \$

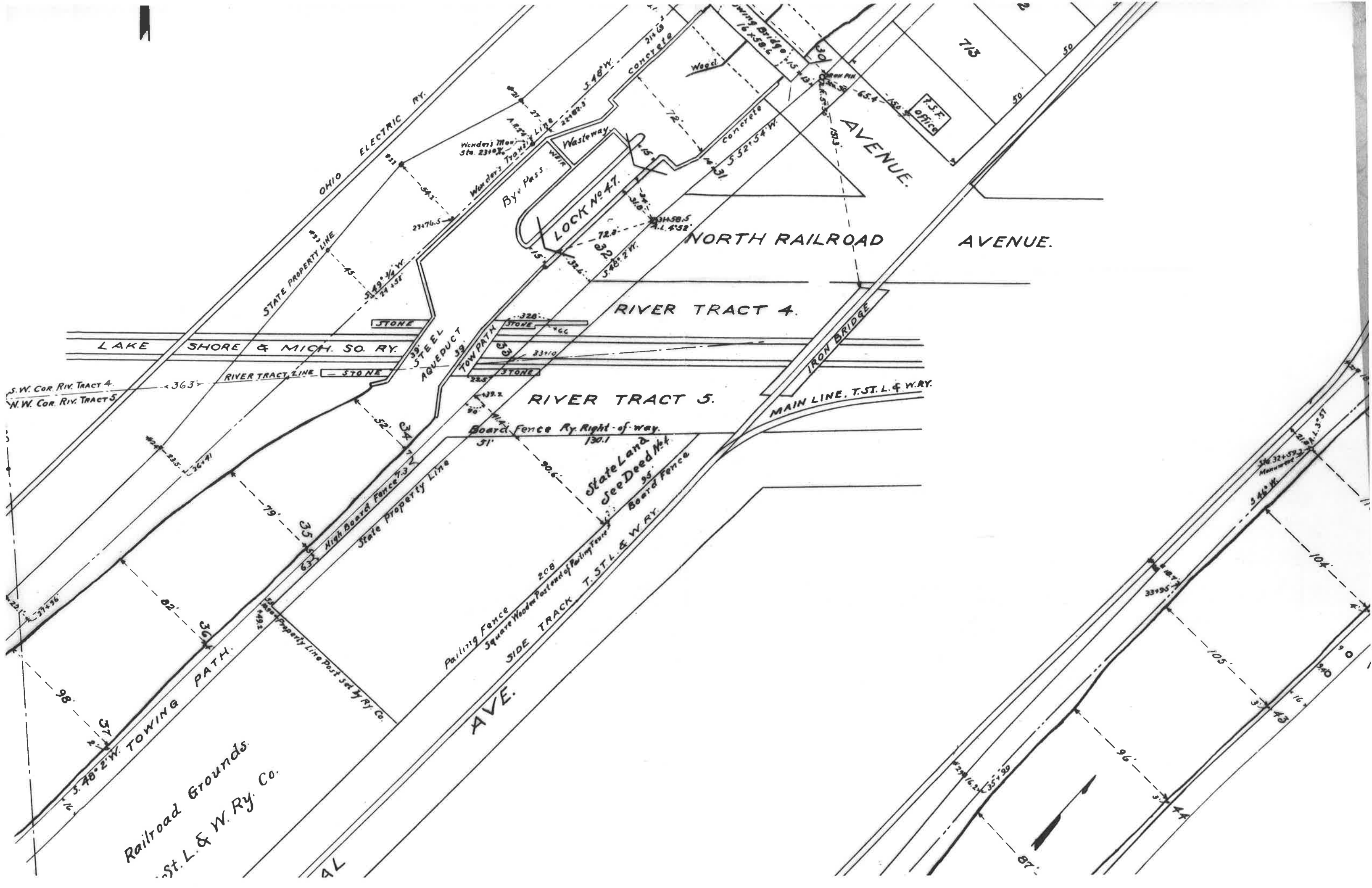
W 81-4-2

Piece ABCDA, Claimed by State of Ohio.
L.S. and M.S. Ry. Right-of-Way lines = EF and GH.
Scale 1" = 100'

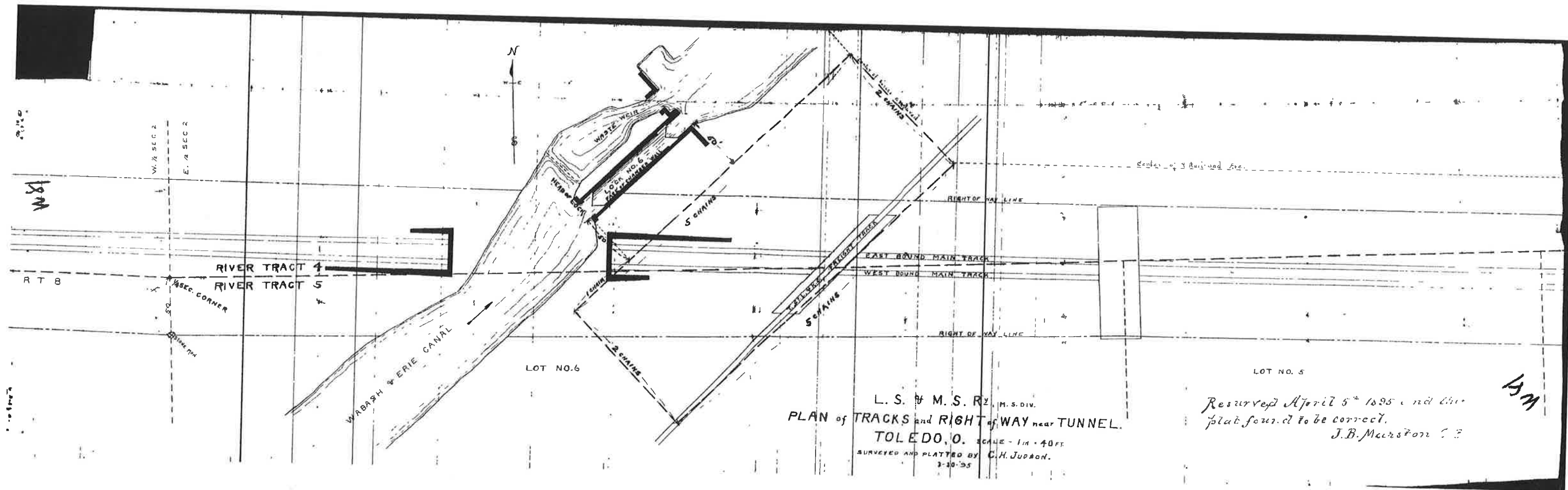
TOLEDO-O.



W 81-5-



Railroad Grounds
St. L. & W. Ry. Co.



18M

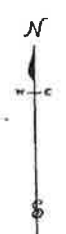
RT 8

W. 1/4 SEC 2
E. 1/4 SEC 2

1/4 SEC. CORNER

RIVER TRACT 4
RIVER TRACT 5

WABASH & ERIE CANAL



LOT NO. 6

2 CHAINS

5 CHAINS

L. S. & M. S. RY. M. S. DIV.
 PLAN of TRACKS and RIGHT of WAY near TUNNEL.
 TOLEDO, O. SCALE - 1 IN. = 40 FT.
 SURVEYED AND PLOTTED BY C. H. JUDSON.
 3-10-05

EAST BOUND MAIN TRACK
WEST BOUND MAIN TRACK

5 CHAINS

RIGHT OF WAY LINE

RIGHT OF WAY LINE

Center of Railroad Ave.

LOT NO. 5

Resurveyed April 5th 1895 and the
 plat found to be correct.
 J. B. Meers & Co.

18M