

09/25/2023

TRANSFER NOT NECESSARY  
IN COMPLIANCE WITH SEC. 319.202 R.C.  
ANITA LOPEZ, AUDITOR  
LUCAS COUNTY, OHIO

BY: WBENNETT

PARCEL: 11-19021

COUNT: 75

TRANS #: 23-204481



20230925-0031242

9/25/2023

11:25 AM

Pages: 13

Fee: \$122.00

T20230024759

Michael D. Ashford

Lucas County Recorder

DEED

COT-BOX  
REAL ESTATE

To be recorded with Deed Records - ORC  
317.08

### ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Metropolitan Park District of the Toledo Area, (hereinafter Owner), the City of Toledo (Toledo or Holder), the State of Ohio acting through the Ohio Environmental Protection Agency (Ohio EPA), and the United States Department of the Interior acting through the United Fish and Wildlife Service (USFWS), pursuant to Ohio Revised Code (ORC) §§ 5301.80 to 5301.92, for the purpose of subjecting the Property at permanent parcel numbers identified in Exhibit A attached hereto and hereby incorporated by reference herein (as the "Property") to the activity and use limitations set forth herein.

#### Background

Negotiations between Toledo and the natural resource trustees (*i.e.*, USFWS and Ohio EPA (Ottawa Trustees)), in conjunction with the U.S. Department of Justice and the Ohio Attorney General, resulted in a consent decree filed in the United States District Court, Northern District of Ohio, Western Division, captioned *United States of America, et al. v. The City of Toledo, Case No.: 3:19-cv-00601*, dated January 30, 2020. As required by the consent decree, Toledo will, and the Metroparks will cause, at least 50 acres of real property to be conserved as parkland located in the Manhattan Marsh Preserve pursuant to Section 1545.11 of the ORC. Toledo will restore the Property, as further defined in Section 2, below, pursuant to the consent decree, the Manhattan Marsh Restoration Statement of Work, and the Manhattan Marsh Restoration Work Plan. The administrative record for this case including the Final Natural Resource Restoration Plan and Environmental Assessment for the Ottawa River Assessment Area is maintained at USFWS Ohio's office, 4625 Morse Road, Suite 104, Columbus, Ohio.

Now therefore, Metroparks, Toledo, Ohio EPA, and USFWS agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns a tract of real property, located in the City of Toledo, Lucas County, Ohio, identified as permanent parcel numbers, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein. The Environmental Covenant conserves native populations of wildlife and plants, existing wetlands, marshes, and aquatic areas as habitat and migration corridors for waterfowl, migratory birds and other fish species, together hereinafter referred to as "natural resource values" of the Property.

3. Owner. Owner is Metroparks, a park district located within Lucas County, Ohio, created in accordance with Ohio law, and approved by Probate Judge O'Brien O'Donnell on August 1, 1928.

4. Holder. Holder is Toledo.

5. Activity and Use Requirements and Limitations. Pursuant to the Restoration Work Plan approved by the Ottawa Trustees pursuant to the consent decree filed in the United States District Court, Northern District of Ohio, Western Division, captioned the *United States of America, et al. v. the City of Toledo, Ohio; Case No.: 3:19-cv-00601* dated January 30, 2020 (the "Consent Decree"), Owner hereby imposes the following activity and use limitations on the Property and agrees to comply with such limitations, unless otherwise agreed to in writing by the Ottawa Trustees.

A. The Property shall be kept in its natural state, *i.e.*, no new buildings, billboards, or other structures of any kind, either temporary or permanent, shall be placed or erected on the Property, unless otherwise expressly provided hereunder or in the Statement of Work (SOW) and/or the Restoration Work Plan and/or Work Plan modifications approved by the Ottawa Trustees pursuant to the Consent Decree. Signage that is consistent with the purpose of this Environmental Covenant and whose placement and number do not diminish the natural resource values of the Property are permitted, including (1) educational signage; (2) signs stating the name and address of the Property; (3) signs facilitating directions; and (4) signs identifying the natural resource value of the Property and restricting access to the same.

B. There shall be no filling, excavating, or removal of top soil, sand, gravel, or rock, minerals or other materials on or at the Property, nor any building of roads or change in topography of the land in any manner, other than that caused by the forces of nature, except in accordance with the SOW or Restoration Work Plan and/or Work Plan modifications approved by the Ottawa Trustees pursuant to the Consent Decree. Any new roads or trails constructed on the Property must be of pervious material.

C. There shall be no construction or placement on the Property of new commercial, industrial, or municipal antennas, poles, towers, pipes, conduit lines, or other infrastructure intended for electric power, natural gas, petroleum products, sewage, drainage, telecommunications, or any other utilities; and no sale, transfer, or granting of any interest in the Property for such purposes. However, the Owner and Holder reserve the right to maintain and repair telephone, electric, water, storm water wells, or other utility lines or mains and related infrastructure on existing easements needed to provide for the needs of the Owner or Holder, successors or assigns. The area affected by any repair work for existing infrastructure shall be the minimum necessary to accomplish the task. Upon completion of all construction for such utilities, the area shall be restored to its previous state.

D. The mining or extraction of any mineral, including oil or gas, by any method that disturbs the surface of the land is prohibited. Methods of mineral extraction that are managed so as to have a limited and localized impact on the Property and that do not have a materially adverse effect on the natural resource values of the Property may be permitted upon notice to and approval by the Ottawa Trustees. Owner shall not transfer, encumber, lease, sell, or otherwise separate mineral rights from the Property, except upon notice to and approval by the Ottawa Trustees.

E. Owner shall maintain the Property in order to conserve and enhance the native populations and habitats of fish, wildlife, and plants in accordance with the Restoration Work Plan. The control, management, and eradication of animal or plant species on the Property must comply with the State and Federal requirements including the federal Endangered Species Act, 16 U.S.C. §§ 1531-1599 and applicable manufacturing guidelines. Notice must be given to the Ottawa Trustees prior to implementing any control, management and eradication of any animal or plant species. In the alternative, such notice will not be required for each instance in which the control, management, or eradication is performed in accordance with a plan approved by Ottawa Trustees.

F. No trees, ground cover, or other vegetation shall be removed from the Property, except that which is necessary to: maintain foot paths and trails; restore natural habitat areas; promote native vegetation; protect life and property; or comply with the Restoration Work Plan and/or Work Plan or modifications to the Restoration Work Plan and/or Work Plan modifications approved by the Ottawa Trustees pursuant to the Consent Decree.

G. The Property shall at all times be kept free of garbage, trash, and machinery; no other unsightly material shall be allowed to accumulate or be stored thereon.

H. Use of motorized vehicles for recreation, including snow mobiles, all-terrain vehicles or other motorized vehicles, shall not be permitted on the Property. However, motorized vehicles are permitted on the Property to maintain trails on the Property or to comply with the Restoration Work Plan approved by the Ottawa Trustees pursuant to the Consent Decree.

I. Each and every other activity or construction that is inconsistent with the conservation of natural resources or which may endanger, adversely affect, or impair the natural or scenic state of the Property is prohibited.

J. The legal subdivision of the Property, including the recording of a subdivision plan, partition, or any other division of the Manhattan Marsh Property into two or more parcels, is prohibited. The Owner, its successors or assigns, shall notify the Ottawa Trustees of any proposed transfer of the Property, or any portion thereof, at least sixty (60) calendar days prior to any such proposed transfer.

6. Breach. If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, or any other person, constitutes a breach of the activity and use limitations, Owner, including Transferee, shall notify the USFWS, Ohio EPA and Toledo within thirty (30) calendar days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) calendar days of becoming aware of the event or action. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Running with the Land. This Environmental Covenant, including the activity and use requirements and limitations set forth in paragraph 5 herein, shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein.

8. Compliance Enforcement. In the event of a violation of this Environmental Covenant, a civil action for injunctive and/or other equitable relief may be maintained by the United States on behalf of the USFWS or the Ohio Attorney General on behalf of Ohio EPA, Toledo, or other parties authorized by law pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to enforce this Environmental Covenant. Nothing in this Environmental Covenant shall restrict the Ottawa Trustees from exercising their authority under applicable law.

9. Rights of Access. Owner hereby grants to the USFWS, Ohio EPA, Toledo, and their agents, contractors, and employees, at all reasonable times and upon reasonable notice, the right of access to the Property for enforcement of this Environmental Covenant.

10. Compliance Reporting. Owner or any Transferee shall submit to the USFWS, Ohio EPA, and Toledo on an annual basis by July 1st, written documentation verifying compliance with this Environmental Covenant.

11. Notice Upon Conveyance. Each instrument thereafter conveying any interest in the Property, or any portion thereof, shall contain a notice of the activity and use requirements and limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

A. THE INTEREST CONVEYED HEREBY IS SUBJECT TO  
AN ENVIRONMENTAL COVENANT, DATED,  
RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LUCAS  
COUNTY RECORDER ON, 20 ,IN [DOCUMENT , or BOOK , PAGE ,].

B. Owner shall notify the USFWS, Ohio EPA, and Toledo within ten (10) calendar days after each conveyance of an interest in the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the Property being transferred.

12. Representations and Warranties. Owner hereby represents and warrants to the

other signatories hereto that:

- A. The Owner is the sole owner of the Property;
- B. The Owner holds fee simple title to the Property which Owner has conducted a title search that shows that the Property is free and clear of all interests, liens, and encumbrances not beneficial to the conservation of natural resources, or that conflict with the Activity and Use Requirements and Limitations set forth in this Environmental Covenant.
- C. The Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. The Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and,
- E. This Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which Owner is a party or by which Owner may be bound or affected.

13. Amendment. This Environmental Covenant may be amended by consent of all of the following: the Owner or a Transferee; the USFWS; the Ohio EPA, and Toledo pursuant to ORC § 5301.90 and other applicable law. The term "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one activity and use limitation remaining. This Environmental Covenant may be amended only by a written instrument duly executed by the Regional Director of the USFWS, the Director of Ohio EPA, the Director of Public Service of Toledo, and the Owner or Transferee of the Property, as applicable. Within thirty (30) calendar days of signature by all requisite parties on any amendment of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Lucas County Recorder's Office and shall provide a file and date-stamped copy of the recorded instrument to the USFWS, Ohio EPA, and Toledo.

14. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

16. Recordation. Within thirty (30) calendar days after the receipt of the final required signature upon this Environmental Covenant, Owner or Holder shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Lucas County Recorder's Office.

17. Effective Date. The effective date of this Environmental Covenant shall be the date

upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Lucas County Recorder.

18. Distribution of Environmental Covenant. The Owner shall distribute the file and Date-stamped copy of the recorded Environmental Covenant to the USFWS, Ohio EPA, and Toledo.

19. Notice. Unless otherwise notified in writing by or on behalf of the current owner, the USFWS, Ohio EPA, or Toledo, any document or communication required by this Environmental Covenant shall be submitted to:

Regional Director  
U.S. Fish and Wildlife Service  
Region 3  
5600 American Blvd W. Suite 990  
Bloomington, Minnesota 55437

DERR Manager  
Ohio EPA  
50 West Town Street, Suite 700  
P.O. Box 1048  
Columbus, OH 43216-1049

TOLEDO CONTACT INFO

Director of Public Service  
City of Toledo  
110 N. Westwood Ave.  
Toledo, OH 43607  
P: (419) 245-1835  
F: (419) 245-1310

With copy to:

General Counsel  
City of Toledo  
Department of Law  
One Government Center, Suite 2250  
Toledo, OH 43604  
P: (419) 245-1020  
F: (419) 245-1090

Director of Natural Resources  
Metropolitan Park District of the Toledo Area  
5100 West Central Avenue  
Toledo, Ohio 45615-2016  
P: (419) 407-9847  
F: (419) 482-0684

The undersigned representative of Owner represents and certifies that she/he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Metropolitan Park District of the Toledo Area  
By the Board of Commissioners of the Metropolitan Park  
District of the Toledo Area



David Zenk, Executive Director

Date: 8/29/23

STATE OF Ohio }  
COUNTY OF LUCCAS } SS:

Before me, a notary public, in and for said county and state, personally appeared David Zenk, Executive Director of the Metropolitan Park District of the Toledo Area, who acknowledged to me that he did execute the foregoing instrument on behalf of the Metropolitan Park District of the Toledo Area. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 29 day of August, 2023.

Kimberly Jill Molnar

Notary Public

12/30/27  
Date of My Commission Expiration



KIMBERLY JILL MOLNAR  
Notary Public, State of Ohio  
My Commission Expires:  
December 30, 2027

CITY OF TOLEDO

Wade Kapszukiewicz  
 Wade Kapszukiewicz, Mayor

6-27-23  
 Date

STATE OF OHIO )  
 ) SS:  
 COUNTY OF LUCAS )

Before me, a notary public, in and for said county and state, personally appeared Wade Kapszukiewicz, Mayor of the City of Toledo, who acknowledged to me that he did execute the foregoing instrument on behalf of the City of Toledo. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 27<sup>th</sup> day of June, 2023.

Andria L. Gardner  
 Notary Public

7/9/24  
 Date My Commission Expires



ANDRIA L. GARDNER  
 Notary Public, State of Ohio  
 My Commission Expires  
 July 9, 2024

Approved as to Form  
 City of Toledo Department of Law

This instrument was prepared by;  
 Paul F Syring  
 General Council  
 City of Toledo Department of Law



## OHIO ENVIRONMENTAL PROTECTION AGENCY

*Anne M. Vogel*  
 Anne M. Vogel, Director

Date: 09-11-2023

State of Ohio            )  
                                   )       ss:  
 County of Franklin    )

Before me, a notary public, in and for said county and state, personally appeared Anne M. Vogel, the Director of Ohio EPA, who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA. No oath or affirmation was administered to the signer.



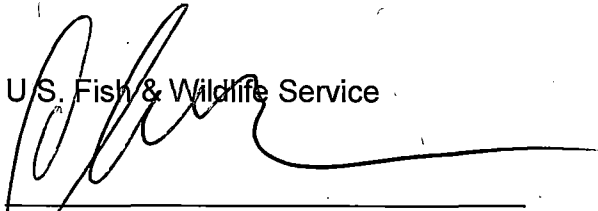
IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 11<sup>th</sup> day of SEPTEMBER, 2023..

*Charma Diane Casteel*  
 Notary Public

May 10, 2024  
 Date of My Commission Expiration

**CHARMA DIANE CASTEEL**  
 NOTARY PUBLIC  
 STATE OF OHIO  
 MY COMMISSION EXPIRES  
May 10, 2024

U.S. Fish &amp; Wildlife Service


  
 Charles W. Traxler, Acting Regional Director,  
 Region 3

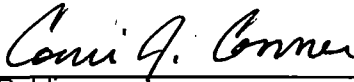
Date

8/4/23

 State of Minnesota }  
 County of Hennepin } SS:

Before me, a notary public, in and for said county and state, personally appeared Charles W. Traxler, a duly authorized representative of the United States Fish and Wildlife Service, who acknowledged to me that he did execute the foregoing instrument on behalf of the United States Fish and Wildlife Service. No oath or affirmation was administered to the signer.

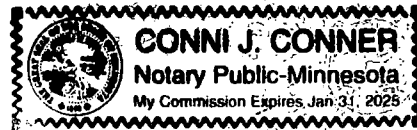
IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this  
4<sup>th</sup> day of August, 2023.



Notary Public

January 31, 2025

Date of My Commission Expiration



**EXHIBIT A**

Prior Deed: O.R.20141124-0048096,  
 O.R.20141215-0050886, O.R.20141215-0050887, O.R.20160609-  
 0022024, O.R.20160614-0022721, O.R.20171228-0056481,  
 O.R.20171228-0056508 & O.R.20190819-0033005.  
 Parcel: 11-15684, 11-15701, 11-15711, 11-15714, 11-15717,  
 11-15724, 11-15734, 11-15737, 11-15741, 11-15784, 11-15847,  
 11-15854, 11-15857, 11-15864, 11-15881, 11-15941, 11-17187,  
 11-17191, 11-17194, 11-17201, 11-17204, 11-17207, 11-17214,  
 11-17217, 11-17224, 11-17227, 11-17231, 11-17234, 11-17237,  
 11-17251, 11-17254, 11-17257, 11-17264, 11-17274, 11-17277,  
 11-17284, 11-17287, 11-17291, 11-17297, 11-17304, 11-17364,  
 11-18357, 11-18361, 11-18364, 11-18417, 11-18424, 11-18431,  
 11-18441, 11-18444, 11-18447, 11-18461, 11-18464, 11-19021,  
 11-19037, 11-19054, 11-19071, 11-19147, 11-19151, 11-19157,  
 11-19174, 11-19177, 11-19197, 11-19201, 11-19204, 11-19221,  
 11-19224, 11-19231, 11-19268, 11-19947, 11-19977, 11-20004,  
 11-20051, 11-20127, 11-20504, 11-80449  
 LE Survey #Manhattan Marsh Exhibit

**Legal Description of Environmental Covenant:** Being part of Blocks in the plat of North Toledo, as recorded in Lucas County Plat Volume 5, Page 6 and part of Forsythe Tract, all in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

All of Block 124, together with the portion of Vacated Alpena Street, adjacent thereto.

Lots 1, 3-5, 7, 10-11 in Block 125, together with the portion of Vacated Alpena Street, Vacated N. Michigan Street and Vacated Alleys, adjacent thereto.

Lots 1-9, 11-18, 24-27 in Block 126, together with the portion of Vacated Adrian Street, Vacated Ontario Street and Vacated Alleys, adjacent thereto.

All of Block 127, together with the portion of Vacated Adrian Street, Vacated Clifford Street, Vacated N. Michigan Street, Vacated Ontario Street and Vacated Alleys, adjacent thereto.

Lots 1-11, part of Lots 13-18 in Block 128, together with the portion of Vacated Clifford Street, Vacated N. Michigan Street, Vacated Ontario Street, Vacated Pontiac Street and Vacated Alleys, adjacent thereto.

All of Block 143, together with the portion of Vacated N. Michigan Street and Vacated Alley, adjacent thereto.

Lots 1-5, 8-10, 12, 14, 16-18, the Southeasterly half of Lot 15 in Block 144, together with the portion of Vacated Champlain Street and Vacated Alleys, adjacent thereto.

All of Block 145, together with the portion of Vacated Clifford Street, Vacated N. Michigan Street and Vacated Alleys, adjacent thereto.

All of Block 146, together with the portion of Vacated Champlain Street, Vacated Clifford Street, Vacated N. Michigan Street, Vacated Pontiac Street and Vacated Alleys, adjacent thereto.

All of Block 147, together with the portion of Vacated Champlain Street, Vacated N. Michigan Street, Vacated Pontiac Street and Vacated Alleys, adjacent thereto.

Lots 12-14, part of Lots 1-2, 10-11, 15-18 lying South of the Southerly railroad Right-of-way line of a parcel of land as conveyed to CSX Transportation, Inc. (formerly Toledo Terminal Railway Company) per Lucas County Deed Volume 275, Page 78, all in Block 161, together with the portion of Vacated Adrian Street, Vacated Champlain Street and Vacated Alleys, adjacent thereto.

All of Block 162, excepting the Northwest 58 feet of the Southeast 125 feet of the Northeast 140 feet, also excepting the Southwest 35 feet of the Northeast 70 feet of the Northwest 120 feet, together with the portion of Vacated Adrian Street, adjacent thereto.

Lots 1-4, 8-18 in Block 163, together with the portion of Vacated Champlain Street, Vacated Edison Street, Vacated Pontiac Street and Vacated Alleys, adjacent thereto.

All of Block 164, together with the portion of Vacated Champlain Street, Vacated Edison Street, Vacated Pontiac Street and Vacated Alleys, adjacent thereto.

Lots 12-13, part of Lots 1, 10-11, 14-18 lying South of the Southerly railroad Right-of-way line of a parcel of land as conveyed to CSX Transportation, Inc. (formerly Toledo Terminal Railway Company) per Lucas County Deed Volume 275, Page 78, all in Block 178, together with the portion of Vacated Clifford Street and Vacated Alleys, adjacent thereto.

All of Block 179, together with the portion of Vacated Clifford Street, Vacated Edison Street, Vacated Joseph Street and Vacated Alleys, adjacent thereto.

Lots 1-7, 9, 13-16, 20-27 in Block 180, together with the portion of Vacated Edison Street and Vacated Alleys, adjacent thereto.

Lots 6-9, 18-20 and the Northwesterly 11 feet of Lot 5 in Block 181, together with the portion of Vacated Joseph Street and Vacated Alleys, adjacent thereto.

Lots 11-16, part of Lots 1-2, 9-10, 16-18 lying South of the Southerly railroad Right-of-way line of a parcel of land as conveyed to CSX Transportation, Inc. (formerly Toledo Terminal Railway Company) per Lucas County Deed Volume 275, Page 78, all in Block 193, together with the portion of Vacated Joseph Street, Vacated Pontiac Street, Vacated Sciota Street and Vacated Alleys, adjacent thereto.

All of Block 194, together with the portion of Vacated Bassett Street, Vacated Pontiac Street, Vacated Sciota Street and Vacated Alleys, adjacent thereto.

Lots 1-6, part of Lot 7 lying East of the Easterly railroad Right-of-way line being 30.00 feet Easterly, as measured at right angles from the centerline of Grand Trunk Western Railroad Incorporated (formerly Detroit and Toledo Shore Line Railroad) main track, all in Block 195, together with the portion of Vacated Bassett Street, Vacated Joseph Street, Vacated Sciota Street and Vacated Alleys, adjacent thereto.

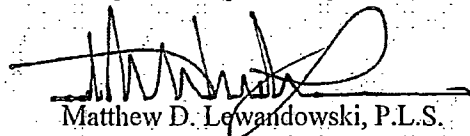
Part of Lots 12-15 lying South of the Southerly railroad Right-of-way line of a parcel of land as conveyed to CSX Transportation, Inc. (formerly Toledo Terminal Railway Company) per Lucas County Deed Volume 275, Page 78, all in Block 205, together with the portion of Vacated Pontiac Street and Vacated Sciota Street, adjacent thereto.

Lots 16, 25-28, the Southwesterly 16 feet of Lot 15, the Southwesterly 16 feet of Lot 24, part of Lots 29-32 lying East of the Easterly railroad Right-of-way line being 30.00 feet Easterly, as measured at right angles from the centerline of Grand Trunk Western Railroad Incorporated (formerly Detroit and Toledo Shore Line Railroad) main track, all in Block 206, together with the portion of Vacated Bassett Street, Vacated Kalamazoo Street, Vacated Sciota Street and Vacated Alleys, adjacent thereto.

Part of Lots 1-2 lying East of the Easterly railroad Right-of-way line being 30.00 feet Easterly, as measured at right angles from the centerline of Grand Trunk Western Railroad Incorporated (formerly Detroit and Toledo Shore Line Railroad) main track, all in Block 207, together with the portion of Vacated Bassett Street and Vacated Sciota Street, adjacent thereto.

Part of Forsythe Tract being a 163 foot strip lying Southerly of Manhattan Boulevard, East of the Easterly railroad Right-of-way line being 30.00 feet Easterly, as measured at right angles from the centerline of Grand Trunk Western Railroad Incorporated (formerly Detroit and Toledo Shore Line Railroad) main track and North of the Northerly Right-of-way of Kalamazoo Street, excepting a triangular shaped parcel at the Northeast corner of said parcel, together with the portion of Vacated Kalamazoo Street, adjacent thereto.

Legal Description Prepared by



Matthew D. Lewandowski, P.L.S.  
Registered Surveyor, State of Ohio No. 7476  
Principal, Lewandowski Engineers  
The Chief Bldg. @ 234 N. Erie St.  
Toledo, Ohio, 43604  
Office: 419.255.4111  
MDL@LewandowskiEng.com