



**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE ADMINISTRATOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH DEVIN B. WELLER AND ANDREA L. WELLER, AND AMH DEVELOPMENT, LLC FOR THE ANNEXATION OF 89.278 +/- ACRES INTO THE VILLAGE OF COMMERCIAL POINT.**

**WHEREAS**, Devin B. Weller and Andrea L. Weller (“Landowners”) own approximately 89.278 +/- acres in Scioto Township, Pickaway County, Ohio, which is contiguous with the boundaries of the Village of Commercial Point; and

**WHEREAS**, the Landowners desire to develop or contract with AMH Development, LLC (“Developer”) to develop the entire 89.278 +/- acres for residential use and the construction of approximately 190 dwelling units; and

**WHEREAS**, the Village has negotiated a proposed, written Pre-Annexation Agreement with the Landowners and “Developer” setting forth each party’s respective rights and duties with regard to the 89.278 +/- acreage proposed for annexation.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO THAT:**

**SECTION 1. Authorizing and Directing Mayor and Village Administrator to Enter into Pre-Annexation Agreement.** The Council of the Village of Commercial Point hereby authorizes and directs the Mayor and Village Administrator to enter into a Pre-Annexation Agreement in a form substantially similar to, and on substantially the same terms as, the Pre-Annexation Agreement attached hereto as Exhibit A and incorporated herein by reference, to provide for the annexation of approximately 89.278 acres owned by Landowners into the Village of Commercial Point.

**SECTION 2. Open Meetings Certification.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 3. Effective Date.** This Ordinance shall take effect and be in force from the earliest date allowed by law.

Vote on Passage of the Ordinance:

Motion by: Jason Thompson

2<sup>nd</sup>: Laura Wolfe

Roll Call:

Yes Jason Thompson

No Aaron Grassel

N/A Ryan Mitchem

No Nancy Geiger

No Tracy Joiner

No Laura Wolfe

Voted on this 20<sup>th</sup> day of December, 2021

\_\_\_\_\_  
Allan D. Goldhardt, Mayor

\_\_\_\_\_  
Wendy L. Hastings, Fiscal Officer

Approved as to Form:

\_\_\_\_\_  
Joshua Cartee, Village Solicitor

**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A**

**PRE-ANNEXATION AGREEMENT**

This Pre-Annexation Agreement (the "Agreement") is entered into, by and between: (i) The Village of Commercial Point, Ohio, an Ohio municipal corporation (hereinafter the "Village"); (ii) Devin B. Weller and Andrea L. Weller, as husband and wife (hereinafter collectively referred to as "Landowners"); and (iii) AMH Development, LLC ("AMH") (collectively, the "Parties").

**PURPOSE**

Landowners are the owners of certain tracts of land consisting of approximately 89.278 +/- acres located at 0 McCord Road in Scioto Township, Pickaway County, Ohio, being Parcel Number L2700010054800 and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Property"), which Property is contiguous with the boundaries of the Village of Commercial Point.

Landowners intend to annex and has or will be contracting with, *inter alia*, AMH to re-zone, develop and build single-family homes on the Property, together with related public improvements, including, but not limited to, streets, drainage facilities, water lines, sanitary sewers, entry features, open spaces, recreational trails, community amenities, model homes, signage, and other public improvements and/or permanent improvements and the costs associated with or related thereto as defined under Ohio Revised Code Sections 5709.40(A)(8) and 133.15(B) (collectively, the "Public Improvements") on the Property (the "Project"). The Landowners and AMH also intend to file for and seek approval with the Village of a proposed zoning and development plan for the Project by and through a rezoning application with the Village (the "Zoning and Development Plan").

In general, the Property and the Project would benefit from Village services including, but not limited to, sanitary sewer, water, police protection, refuse service and planning and zoning services. As described in more detail in the following sections of this Agreement, if the Property is annexed, the Village would, over a period of years, offer its municipal services to the Property and the Project developed thereon, subject to and conditioned upon the capacity and availability

**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)**

of such Village services, on a first come first served basis, as and when such service capacity is available. The mutual purposes of the Village and Landowners can be accomplished through the annexation of the Property to the Village, and appropriate rezoning and development under the Village's zoning ordinances for the Project.

Therefore, in order to gain mutual benefits, the Village and the parties hereto agree as follows:

1. Annexation Petition. The Landowners, and AMH and/or its agent will prepare an annexation petition for the purpose of seeking annexation of the Property not already annexed into the Village (the "Annexed Acreage"). Landowners will sign the annexation petition agreeing to request annexation of the Annexed Acreage into the Village pursuant to Ohio Revised Code Section 709.023 and appointing Molly R. Gwin, Esquire as the petitioners' agent in connection therewith. The petition will be filed with the Pickaway County Commissioners. Should the Village desire for its own attorney to represent its interests with regard to the annexation petition, those costs will be borne by Village. Once this Agreement is signed and accepted by the Village, Landowners agree they will not remove their name from the petition and will continue to support the annexation of the Annexed Acreage to the Village throughout the entire annexation process, including any appeal or court action, provided however, Landowners' continued cooperation in the annexation of the Annexed Property shall be subject to and conditioned upon the Village's full and complete performance of its duties and obligations as memorialized in this Agreement.

The Landowners will provide the statutorily required affidavits to the Village for presentation to the Pickaway County Board of County Commissioners in support of the annexation of the Property and, if necessary, Landowners and/or the Village, and/or their respective agents or assigns, will testify at the request of each other regarding the merits of the annexation at a hearing held before the Pickaway County Board of Commissioners or subsequent court hearings.

2. Service Resolution. Pursuant to R.C. Section 709.03(D), the Village agrees to enact the appropriate Village Service Resolution stating the municipal services that will be provided to the area sought to be annexed, not less than 20 days after the filing of the annexation

**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)**

petition by the Landowners. The Parties to this Agreement acknowledge that, at this time sufficient sanitary sewer treatment capacity necessary to support and service the entire Development Plan and Property as it is contemplated under this Agreement is not constructed and available from the Village. For this reason, the Village's Services Resolution shall specifically state that with regard to sanitary sewer treatment, the provision of such services to the Property are subject to and conditioned upon the then available plant capacity at the time of development which shall be provided on a first come first served basis when such service capacity is available. At the discretion of and at the request of the Village Administration, the Landowners and AMH will agree to place appropriate limits on the issuance of building permits as a condition of any approved rezoning of the Property and to make any approved Development Plan subject to such capacity limits and to limit the constructability of the Property, in a manner consistent with any ongoing sanitary sewer treatment capacity limitations, and until such capacity and supply limitations are resolved and such services are made available. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to limit the Landowners' or AMH's ability to continuously develop the Property and/or the Landowners' or AMH's right to access the Village's sanitary sewer service once those services are made available by the Village at sufficient capacities. The Village agrees to provide witnesses for the hearing before the County Commissioners and to provide affidavits in support of its Service Resolution. The Landowners and the Village will cooperate with each other in the timing of the filing of the Petition for Annexation with Pickaway County to meet statutory requirements.

3. Zoning. The Annexed Acreage is currently zoned under the Scioto Township zoning ordinance. Contemporaneously with or subsequent to the filing or approval of the annexation petition, Landowners and AMH, will file its Zoning and Development Plan to re-zone the Property to a Planned Unit Development ("PUD"), which PUD Zoning District will, among other things, permit AMH's intended use as a single-family development and allow for the installation of the related Public Improvements to support such uses on the Property as permitted uses and the Village will permit installation on the Property of road access, streets, drainage facilities, model homes, signage and other Public Improvements, generally in accordance with the

**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)**

Development Plan appended hereto as **Exhibit B** (“Development Plan/Weller Reserve Planned Unit Development Text”) and otherwise in accordance with applicable law. The Parties agree and understand that Exhibit B is a conceptual development plan and is approved for the limited purposes described in this Agreement. By entering into this Agreement, the Parties agree and understand that Exhibit B will require formal approval by the Village Council, pursuant to the procedures described in the Village Zoning Code, including, but not limited to, Chapter 1173 of the Zoning Code, before Exhibit B may take effect as a Planned Unit Development Text.

The parties recognize and agree it is the Landowners’ and AMH’s intent to gain final zoning approval of the Zoning and Development Plan that allows for a gross density (dwelling units per acre), across the totality of the Property at or about a collective total average of 2.13 units per acre. When such Zoning and Development Plan is filed by the Landowners and/or AMH, the Village agrees it will expeditiously process the application to re-zone the Annexed Acreage and the Property consistent with the Zoning and Development Plan and as necessary for Landowners and AMH to obtain the approval of the Zoning and Development Plan (the “Zoning Approvals”). Furthermore, the Zoning and Development Plan will be considered in tandem and contemporaneously with the Village’s annexation acceptance ordinance.

4. Acceptance of Annexation/Detachment of Property. The Village understands it will have between sixty (60) and one hundred twenty (120) days to accept the annexation after the annexation petition has been approved by the Commissioners and a copy of the record is filed with the Clerk of Village Council and laid before Council (ORC Section 709.04). At the request of Landowners, the Village agrees to delay acceptance of the annexation until legislative approval of the Zoning Approvals can be accomplished contemporaneously with the acceptance of the annexation.

If, for any reason, the Zoning Approvals cannot be approved or are not approved in a form or substance acceptable to Landowners, the Village agrees it will fully cooperate with, and at the request of Landowners: (i) permit Landowners to withdraw its request for the Village to accept the annexation and will not annex the Property to the Village; or (ii) to forbear from acceptance of the annexation by allowing the one hundred twenty (120) day period to expire, thus effectively

**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)**

rejecting the annexation of the Property. Furthermore, if for any reason: (i) The annexation approval occurs prior to or other than concurrently with the legislative approval of the Zoning Approvals and/or the Zoning Approvals are not approved to Landowners' satisfaction (or as it may be modified acceptably to Landowners in Landowners' sole discretion); or (ii) The Zoning Approvals are referred to the electorate for approval/referendum vote; or (iii) A building or other moratorium or restriction is enacted which would limit Landowners' use of the Property the Village agrees; or (iv) The Village is unable to provide sanitary service to the Property, then at Landowners' request, the Village agrees: (i) To reconsider the ordinance accepting the annexation, and to rescind, repeal and reject the annexation approval; and/or (ii) To cooperate fully with Landowners to detach/de-annex the Property from the Village under applicable Ohio Revised Code procedure, and to consent to, wholly and fully support with appropriate legislative action (and not oppose) any Landowners' petition to detach/de-annex the Property from the Village and take any other action provided or required by law to detach or de-annex the Property. Landowners reserve the right to seek specific performance of the Village's obligations hereunder.

5. Public Improvements. The parties agree that any development of the Property and the Project will follow all ordinary and customary Village procedures, regulations, including subdivision regulations, evaluations and studies as historically required of owners or developers of property located in the Village.

The Village acknowledges that: (i) conditioned upon the payment of the Village's applicable tap fees for water and sanitary service, for the Project, and subject to the development of additional and future service capacities, public sanitary and water services are planned to be or will timely be available for the development of the Property pursuant to the Zoning Approvals. The Village, Landowners, and AMH agree other Public Improvements for the benefit of the Village and the Project will be made by mutual agreement of the Parties hereto.

6. Tax Increment Financing. Landowners and AMH agree to cooperate with any and all procedures required for the Village to create a Tax Increment Financing (TIF) District or Districts ("Incentive District(s)") on the Property. The Parties agree that the Village will seek to create a TIF District or Districts, by ordinance ("Enacting TIF Legislation"), on the Property that

**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)**

declares one-hundred percent (100%) of the increase in assessed value of each parcel of the Property subsequent to the effective date of the Enacting TIF Legislation (“Improvement” as defined in Section 5709.40(A) of the Ohio Revised Code) is a public purpose and exempt from taxation for a period coextensive with the life of the Incentive District(s), which life commences with the first tax year that begins after the effective date of the Enacting TIF Legislation and in which an Improvement attributable to a new structure would first appear on the tax list and duplicate of real and public utility property for any parcel within the Incentive District(s) were it not for the exemption granted by the Enacting TIF Legislation, and ends on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the Village can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.40, 5709.42, and 5709.43 of the Ohio Revised Code (the “TIF Statutes”).

The Parties further agree that the Enacting TIF Legislation will provide direction to the Pickaway County Treasurer that the Teays Valley Local School District and the Eastland-Fairfield Joint Vocational School District shall receive Service Payments and Property Tax Rollback Payments (as defined in the Enacting TIF Legislation) in an amount equal to the amount the Teays Valley Local School District and the Eastland-Fairfield Joint Vocational School District would otherwise have received as real property tax payments derived from the Improvement to the Property located within each school district’s boundaries as if the Improvement had not been exempt from taxation pursuant to the Enacting TIF Legislation. The Enacting TIF Legislation shall provide that, after the school districts have received their payments from the County Treasurer, the Village shall receive all remaining amounts distributed by the County Treasurer into a TIF Fund (as defined in the Enacting TIF Legislation) for the payment of costs of the Public Infrastructure Improvements (as defined in the Enacting TIF Legislation), including debt service on any securities issued to finance those costs.

Landowners and AMH agree to cooperate with the Village in the filing of any and all necessary forms with the Pickaway County Auditor, Pickaway County Treasurer, Pickaway County Recorder, and/or any other governmental office, agency, or entity necessary to carry out this Section. In particular, at the Village’s request, Landowners and AMH agree to provide all

**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)**

necessary information and signatures for the execution and filing of DTE Form 24 and/or DTE Form 24P with the Pickaway County Auditor.

7. Standard of Conduct by the Village. In all matters related to the (i) adoption of the statutorily required Village Services Resolution; (ii) the re-zoning of the Property and the granting of the Zoning Approvals in accordance with the terms of this Agreement; and (iii) the implementation of the other terms of this Agreement, the Village will act in good faith with all reasonable dispatch, concurrent with the timing and requirements of the annexation and zoning process and use its best efforts to complete those processes contemporaneously with the acceptance of the annexation of the Annexation Acreage, in accordance with the Village zoning procedures and applicable law.

8. Condition Precedent. Landowners and the Village acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the Village Council and shall take effect upon such approval and execution. Landowners and the Village also acknowledge that any action on a rezoning or annexation matter must be finally approved by the Village Council to become effective.

9. Miscellaneous.

(a) **Intent of Parties.** This Agreement shall be binding upon the Parties hereto and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it. By passage of Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, the Village authorized the execution of this Agreement.

(b) **Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties hereto or pursuant to the terms of this Agreement as to conflict in law, impracticality, and/or acts of God provided however the Village will wholly cooperate with Landowners in rescinding its application for annexation and/or detachment of the Property from the Village, to the extent it is not able to fulfill its obligations to Landowners hereunder.

(c) **Remedies.** Except as otherwise limited by ORC Chapter 2744 as to action for or against the Village, the Parties hereto shall be afforded and do possess the right to seek



**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)**

every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the specific enforcement thereof, including rescission of this Agreement and/or detachment of the Property.

(d) **Enforcement.** Unless this Agreement is cancelled or otherwise terminated, this Agreement will be enforceable against any Party hereto per the laws, ordinances, resolutions, regulations, or policies in effect at the time of the execution of this Agreement.

(e) **Assignment of Agreement.** By the execution of this Agreement, the Village expressly consents to the assignment or partial assignment of the Agreement by the Landowners or AMH, in their discretion to third parties, specifically including third parties providing for the construction of and payment or reimbursement of Public Improvements. The Parties agree that Landowners may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust, or any other person that is related to, owned by, or affiliated in any way with Landowners at Landowners' sole discretion without the consent of the Village.

(f) **Addresses for Notices.** Notice to the Parties as required or provided for herein shall be in writing and shall be deemed if given or sent in typed memo or e-mail form to all Parties of this Agreement, or such other method as mutually agreeable:

If to Landowners: Devin and Andrea Weller  
6828 Darby Road  
Circleville, Ohio 43113

If to Village: Village Solicitor  
c/o Joshua Cartee  
Dinsmore & Shohl LLP  
191 West Nationwide Blvd, Suite 300  
Columbus, OH 43215  
joshua.cartee@dinsmore.com

With separate copy to the Village Fiscal Officer  
PO Box 56

**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)**

10 West Scioto Street  
Commercial Point, Ohio 43116  
614-877-9248

If to AMH: Molly R. Gwin, Esq.  
2 Miranova Place, Suite 700  
Columbus, Ohio 43215  
614-340-7429  
mgwin@isaacwiles.com

(g) **Relative Rights.** The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.

(h) **Entire Agreement Merger Clause; Statement of Incorporation.** It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the Parties, their legal counsel, agents, and representatives. This Agreement contains the entire Agreement of the Parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.

(i) **Severability.** If any clause, sentence, paragraph, or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

(j) **Cooperation.** The Village will cooperate with Landowners and/or Landowners' developer agent, if any, to obtain any required and/or necessary permit from any government or governmental agency not a party to this Agreement.

(k) **Modifications or Amendment of Agreement.** No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by all Parties hereto. Landowners may fully rely on an opinion of counsel for the Village that any amendment or modification has been duly authorized by the Village and/or one or more of its representatives.

**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)**

(l) **Recitals.** The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(m) **Execution.** Both parties shall provide an original (wet) signature on the same copy of this document, which will constitute the original of this Agreement. Each party shall be provided with at least two (2) copies of the fully executed agreement.

(n) **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

(o) **Survival of Representations and Warranties.** All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement and/or the annexation of the Property.

(p) **Effective Date.** This Agreement shall be effective when signed by all the Parties hereto.

(q) **Time.** Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

**ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date set forth below. This Agreement shall be effective on the date last executed.

Signed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**The Village of Commercial Point**

By: \_\_\_\_\_  
Allan D. Goldhardt, Mayor

By: \_\_\_\_\_  
D. Ross Crego, Village Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua Cartee, Village Solicitor

**Landowners:**

\_\_\_\_\_  
Devin B. Weller

\_\_\_\_\_  
Andrea L. Weller

**Developer:**

AMH Development, LLC

\_\_\_\_\_  
By: Michael Medvedkov

ORDINANCE 2021-46  
(AS SUBSTITUTED)  
Exhibit A (continued)

EXHIBIT "A"

OF VOL 746 PG 1006

201700007646  
Filed for Record in  
PICKAWAY COUNTY, OHIO  
JOYCE R. GIFFORD, COUNTY RECORDER  
11-17-2017 At 03144 PM.  
DEED \$3,000  
OF VOL 746 PG 1006 - 1012

TRANSFERRED NO. 1081  
DEC 31 2017 P.C. COMPLETED  
WITHIN AMT 1350

NOV 17 2017

APPROVED FOR TRANSFER  
PICKAWAY COUNTY ENGINEER  
BY YJA DATE 11/17/17

MELISSA A. DETZ  
CLERK PICKAWAY COUNTY, OHIO  
TRANS FEE 50

**GENERAL WARRANTY DEED**  
(Survivorship)

**James C. Steck, married and Beth Steck, his wife and Christian Steck, married and Kristie Steck, his wife and Bethany Bell, married and Alton Bell her husband and Aaron Steck, unmarried, (Grantors), of Pickaway County, Ohio, for valuable consideration paid, grants, with general warranty covenants to Devin B. Weller and Andrea L. Weller, husband and wife, for their joint lives, remainder to the survivor of them (Grantees), whose tax mailing address is: 6826 Darby Road, Circleville, Ohio 43113, the following real property:**

Situated in the State of Ohio, County of Pickaway and Township of Scioto:  
Beginning at an iron pin the center of the Durrett Road at the southwest corner of the old school ground and in the Almeda Schooley et al land; thence N 78 deg. 37' E. 1139.0 feet in the center of said road to an angle in the road; thence N 80 deg. 25' E. 580.0 feet with the center of the road to the southeast corner of this land; thence N 18 deg. 38' W. 2116.7 feet with the line between this land and the land of Chancey Strader to a corner post, passing the Strader and Wright line 2055.0 feet; thence S 82 deg. 27' W. 2816.0 feet with the line between this land and the land of the heirs of Latha B. Wright to a stone in an angle of the road, passing a stone at 2300.0 feet in another angle of the road, this line being the center line of said road from the stone at 2300.0 feet to the stone at 2816.0 feet; thence S 11 deg. 42' E. 1404.5 feet with the center of a road to a stone; N 80 deg. 31' E. 854.5 feet, with the line between this land and the Schooley land, to a pipe; thence S 11 deg. 31' E. 453.0 feet with another line between said farms to a pipe; thence N 80 deg. 9' E. 498.0 feet another line between said farms, to a pipe; thence S 11 deg. 17' E. 369.0 feet with another line between said farms, to the place of beginning, containing 125.292 acres of land, more or less.

EXCEPTING THEREFROM, the following described real estate:  
Beginning at a 3/4 inch pipe in the center of the Durrett Road at the southwest corner of the old district school grounds; thence N 78 deg. 33' E. 292.5 feet with the center of the Durrett Road to a railroad spike, 31 feet west of the center of a cement culvert; thence N 28 deg. 45' E. 404 feet to a corner post on the west bank of a small run; thence S. 84 deg. 20' W. 556.4 feet to a 3/4 inch pipe in the west line of this tract of land; said pipe being S 11 deg. 27' E feet of a pipe on the