

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 232

By: Mayor Perciak and Mr. Daymut

**AN ORDINANCE AUTHORIZING THE MAYOR TO
ACCEPT GRANTS OF EASEMENT FOR SIDEWALK
IMPROVEMENTS FROM SIEDEL LAND HOLDINGS, LLC,
IN CONNECTION WITH SIEDEL FARMS SUBDIVISION
NO. 3, AND DECLARING AN EMERGENCY.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE,
COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Council hereby authorizes the Mayor to accept a Grant of Easement for Sidewalk Improvements from Siedel Land Holdings, LLC, in connection with Siedel Farms Subdivision No. 3, on property known as Block SF-5 and further identified as PPN 392-13-070, as more fully set forth in Exhibit 1, attached hereto and made a part hereof by reference.

Section 2. That the Council hereby further authorizes the Mayor to accept a Grant of Easement for Sidewalk Improvements from Siedel Land Holdings, LLC, in connection with Siedel Farms Subdivision No. 3, on property known as Sublot No. 1 and further identified as PPN 392-13-042, as more fully set forth in Exhibit 2, attached hereto and made a part hereof by reference.

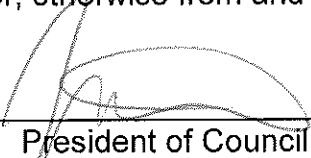
Section 3. That the Clerk of Council is hereby directed to cause the aforesaid easements to be recorded in the office of the Cuyahoga County Fiscal Officer after their execution and upon receipt of evidence of title satisfactory to the Law Director.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

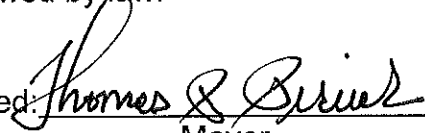
Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid easements in order to provide for proper installation of sidewalk improvements in connection with the Siedel Farms Subdivision No. 3, to ensure proper development of all lots and lands within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council,

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 232
Page 2

it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.



President of Council


Approved: 

Mayor

Date Passed: December 19, 2016.

Date Approved: December 20, 2016.

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	_____
Daymut	<u>✓</u>	_____
DeMio	<u>✓</u>	_____
Dooner	<u>✓</u>	_____
Schonhut	<u>✓</u>	_____
Short	<u>✓</u>	_____
Southworth	<u>✓</u>	_____

Attest: 

Assistant Clerk of Council

ORD. No. 2016-232 Amended: _____
1st Rdg. 12-19-16 Ref: _____
2nd Rdg. suspended Ref: _____
3rd Rdg. suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 12-19-16. Defeated: _____

**GRANT OF EASEMENT
FOR SIDEWALK IMPROVEMENTS**

This Easement Grant is made by and between **Siedel Land Holdings, LLC**, (hereinafter collectively referred to as the "Grantors") and the **CITY OF STRONGSVILLE**, a municipal corporation (hereinafter referred to as the "Grantee").

WHEREAS, the Grantors are the owners in fee simple of real estate known as Block SF-5 in the Siedel Farms Subdivision No. 3 as shown by the recorded plat in Volume 376 of Maps, Page 66-67 with Permanent Parcel No. 392-13-070 of Cuyahoga County Map Records, of part of Original Strongsville Township Lot No. 86;

WHEREAS, the Grantors wish to grant and the Grantee wishes to accept an easement for the purposes of constructing, reconstructing, maintaining and repairing sidewalk improvements over this parcel of property;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration identified herein, the receipt of which is hereby acknowledged, the following grants agreements, and covenants are made;

The Grantors hereby give, grant, bargain and convey to the Grantee, its agents, contractors, employees, successors and assigns a perpetual easement and right to enter upon the property described in Exhibit "A" and reflected on Exhibit "B", both attached hereto and incorporated herein as if fully rewritten (the "Premises"), and to remove and/or replace trees where necessary for the purposes of constructing, reconstructing, installing, maintaining, altering, and repairing sidewalks and appurtenances ("Sidewalk System") in, into, upon, over, across, and under the Premises, and to make all alterations and repairs to such Sidewalk System, that may be necessary or advisable in the judgment of the local authorities of the City of Strongsville, its successors or assigns, in order to maintain said sidewalks.

The Grantors and Grantee do hereby further agree that when Grantors, their agents, contractors, employees and/or assigns have constructed, reconstructed and/or repaired the Sidewalk System, the Sidewalk System shall be and remain the property of the City of Strongsville. The Grantors and Grantee further agree that the Grantors shall be solely responsible for the maintenance and repair of such Sidewalk System.

The Grantors hereby restrict said Premises against the construction thereon of any temporary or permanent structures.

The Grantors agree to keep the Premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the Sidewalk System.

If the Grantors desire to alter the Premises in any way other than is expressly permitted herein, they must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantors shall, at their own expense, relocate or reconstruct all or any portion of the Sidewalk System which are affected by such alteration and, where necessary, grant a new easement of not less than the width of the

easement conveyed hereunder upon the same terms and conditions as herein provided. The relocated or reconstructed Sidewalk System shall, upon completion and approval by the Grantee, become the property of the City of Strongsville.

The Grantors further agree that the City of Strongsville shall be relieved of all liability on account of the construction, reconstruction, or relocation of said Sidewalk System.

Grantors hereby indemnify and guarantee to save harmless the City of Strongsville against any expense or damage to said Sidewalk System that said Grantors, their heirs or assigns may at any time cause by the installation, construction, reconstruction, maintenance, repair, or other use of the Premises within the limits of the above-described easement.

If the Grantors violate any of the provisions of this Easement, the Grantee, at the expense of the Grantors, may enter upon the Premises and make such alterations as are necessary to bring the Premises into compliance with the provisions of this Easement.

The Grantors hereby reserve the right to use the Premises for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

The Grantors covenant with the Grantee that they are well-seized of the Premises as a good and indefeasible estate in fee simple and have the right to grant and convey the Premises in the manner and form above written.

The Grantors further covenant that they will warrant and defend the Premises with the appurtenances thereunto belonging to the City of Strongsville against all lawful claims and demands whatsoever for the purposes described herein.

This Grant of Easement shall inure to the benefit of any person, firm or corporation who the City of Strongsville, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this Grant of Easement.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above granted easement, right-of-way and Sidewalk System for the purposes above mentioned, unto the City of Strongsville, forever.

[Document Continues to Next Page]

IN WITNESS WHEREOF, this instrument is executed as of the 14 day of December, 2016.

~~Siedel Land Holdings, LLC~~

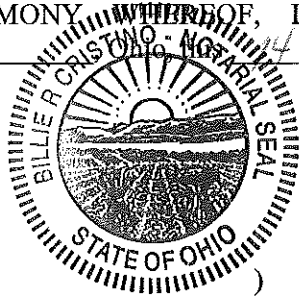
By: Richard A. Puzzitiello, Jr. CEO

"Grantors"

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **Richard A. Puzzitiello, Jr, CEO of Siedel Land Holdings, LLC**, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, on the 14 day of December, 2016.



Billie R. Cristino
Notary Public
BILLIE R CRISTINO, Notary Public
In and for the State of Ohio
My Commission Expires November 29, 2016 2021

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by and through Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed, and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at
, Ohio, this day of , 2016.

Notary Public

This instrument prepared by:
Robert P. Ellis, Jr., Esq.
Wickens, Herzer, Panza, Cook & Batista Co.
35765 Chester Road
Avon, Ohio 44011
Phone: (440) 695-8085
Email: REllis@WickensLaw.com

CITY OF STRONGSVILLE

By:

Thomas P. Perciak
Thomas P. Perciak, Mayor

"Grantee"

STATE OF OHIO

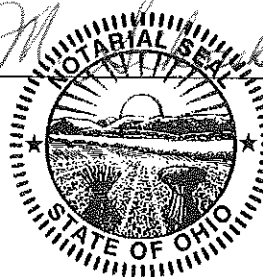
COUNTY OF CUYAHOGA

)
) SS:
)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **Thomas P. Perciak**, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 20th day of December, 2016.

Nancy M. Sikorski
Notary Public



NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019

[Acknowledgements Continue to Next Page]

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Parkview Homes

DESCRIPTION
Walk Easement SF-5
EXHIBIT "A"

11-28-2016
Rev: 12-07-2016

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Block SF-5 in the Siedel Farms Subdivision No. 3 as shown by the recorded plat in Volume 376, Pg. 66-67 of Cuyahoga County Map Records, of part of Original Strongsville Township Lot No. 86, and further bounded and described as follows:

Beginning at the Southwesterly corner of Block SF-5 in the Siedel Farms Subdivision No. 3, said point being in the Easterly right of way line of Olde Creek Trail (60 feet wide),

Thence Northwesterly along said Easterly right of way and along the arc of a circle deflecting to the right a distance of 64.07 feet to a point of tangency, said arc having a radius of 420.00 feet and a chord which bears North 05 degrees 21 minutes 23 seconds West, a distance of 64.01 feet;

Thence North 00 degrees 59 minutes 10 seconds West along said Easterly right of way line, a distance of 35.61' to a point of curvature in said line;

Thence Northeasterly along the arc of a circle deflecting to the right a distance of 14.45 feet to a point of reverse curvature, said arc having a radius of 20.00 feet and a chord which bears North 19 degrees 43 minutes 08 seconds East, 14.14 feet;

Thence Northeasterly along the arc of a circle deflecting to the left a distance of 3.24 feet to a point, said arc having a radius of 20.00 feet and a chord which bears North 35 degrees 47 minutes 15 seconds East, 3.23 feet;

Thence South 01 degrees 10 minutes 09 seconds West, a distance of 51.46 feet to a point of curvature;

Thence Southeasterly along the arc of a circle deflecting to the left a distance of 64.08 feet to a point on the Northerly line of Sublot No. 1S in said subdivision, said arc having a radius of 415.00 feet and a chord which bears South 05 degrees 24 minutes 34 seconds East, 64.01;

Page 2 Walk Esmt Block SF-5

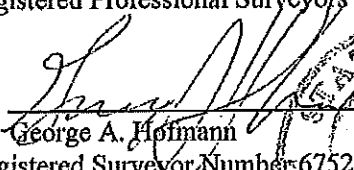
Thence South 89 degrees 00 minutes 50 seconds West along said Northerly line a distance of 5.06 feet to the place of beginning and containing 590.87 SF- 0.00.13 Ac .

The basis of bearings is the Northerly line of Sublot 1, bearing North 89 degrees 00 minutes 50 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:


George A. Hofmann

Registered Surveyor Number 6752

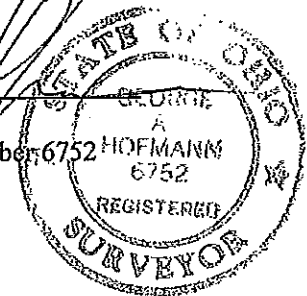


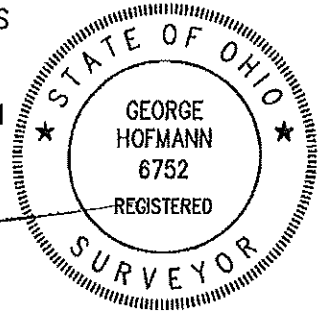
Exhibit B

WESTWOOD DRIVE (60')

Map Made To Accompany
Legal Description For Walk Easement
Made at The Instance of
Parkview Homes
Being Part of Block SF-5 in the Siedel Farms Subd. No.3
Rec Vol. 376, Pg. 66-67
Original Strongsville Township Lot No. 86
Now in the City Of Strongsville
Cuyahoga County, Ohio

HOFMANN-METZKER, INC.

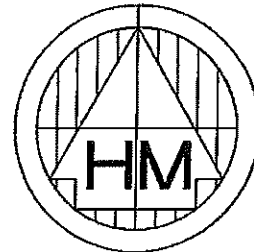
REGISTERED PROFESSIONAL SURVEYORS
24 BEECH ST. - P.O. BOX 343
BEREA, OHIO 44017
(440) 234-7350 FAX (440) 234-7351
EMAIL: george_hm@ameritech.net



Registered Surveyor No. 6752
George A. Hofmann

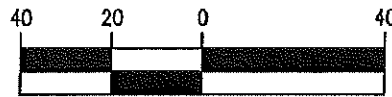
ASSUMED

N



BLOCK
SF-5

GRAPHICAL SCALE



(FEET)

1" = 40' S89°00'50"W
165.26'

OLDE CREEK TRAIL (60')

N00°59'10"W
192.07'

79.99'
N00°59'10"W

R=20.00'
L=3.24'
T=1.62'
Δ=9°16'20"
N35°47'15"E
Ch=3.23'

R=20.00'
L=14.45'
T=7.56'
Δ=41°24'35"
N19°43'08"E
Ch=14.14'

R=20.00'
L=14.45'
T=7.56'
Δ=41°24'35"
N19°43'08"E
Ch=14.14'

51.46'
S01°10'09"W

LP. IN
MON. BOX

PROPOSED WALK EASEMENT

R=420.00'
L=64.07'
T=32.10'
Δ=8°44'28"
N05°21'23"W
Ch=64.01'

R=415.00'
L=64.08'
T=32.10'
Δ=8°50'48"
S05°24'34"E
Ch=64.01'

LP. IN
MON. BOX

N80°16'52"E
30.00'

S89°00'50"W
5.06'

VALLEYBROOK
LANE (60')



PROPOSED
DWELLING

S/L 1S
13,258 SF

S16°17'25"E
46.41'

EXHIBIT "B"

**GRANT OF EASEMENT
FOR SIDEWALK IMPROVEMENTS**

This Easement Grant is made by and between **Siedel Land Holdings, LLC**, (hereinafter collectively referred to as the "Grantors") and the **CITY OF STRONGSVILLE**, a municipal corporation (hereinafter referred to as the "Grantee").

WHEREAS, the Grantors are the owners in fee simple of real estate known as Sublot No. 1 in the Siedel Farms Subdivision No. 3 of part of Original Strongsville Township Lot No. 86 as shown by the recorded plat in Volume 376 of Maps, Page 66 of Cuyahoga County Records, as appears by said plat, in the City of Strongsville, Ohio and with Permanent Parcel No. 392-13-042; with an address of 22324 Old Creek Trail, Strongsville, Ohio 44149

WHEREAS, the Grantors wish to grant and the Grantee wishes to accept an easement for the purposes of constructing, reconstructing, maintaining and repairing sidewalk improvements over this parcel of property;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration identified herein, the receipt of which is hereby acknowledged, the following grants agreements, and covenants are made;

The Grantors hereby give, grant, bargain and convey to the Grantee, its agents, contractors, employees, successors and assigns a perpetual easement and right to enter upon the property described in Exhibit "A" and reflected on Exhibit "B", both attached hereto and incorporated herein as if fully rewritten (the "Premises"), and to remove and/or replace trees where necessary for the purposes of constructing, reconstructing, installing, maintaining, altering, and repairing sidewalks and appurtenances ("Sidewalk System") in, into, upon, over, across, and under the Premises, and to make all alterations and repairs to such Sidewalk System, that may be necessary or advisable in the judgment of the local authorities of the City of Strongsville, its successors or assigns, in order to maintain said sidewalks.

The Grantors and Grantee do hereby further agree that when Grantors, their agents, contractors, employees and/or assigns have constructed, reconstructed and/or repaired the Sidewalk System, the Sidewalk System shall be and remain the property of the City of Strongsville. The Grantors and Grantee further agree that the Grantors shall be solely responsible for the maintenance and repair of such Sidewalk System.

The Grantors hereby restrict said Premises against the construction thereon of any temporary or permanent structures.

The Grantors agree to keep the Premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the Sidewalk System.

If the Grantors desire to alter the Premises in any way other than is expressly permitted herein, they must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantors shall, at their own expense, relocate or reconstruct all or any portion of the Sidewalk System which are

affected by such alteration and, where necessary, grant a new easement of not less than the width of the easement conveyed hereunder upon the same terms and conditions as herein provided. The relocated or reconstructed Sidewalk System shall, upon completion and approval by the Grantee, become the property of the City of Strongsville.

The Grantors further agree that the City of Strongsville shall be relieved of all liability on account of the construction, reconstruction, or relocation of said Sidewalk System.

Grantors hereby indemnify and guarantee to save harmless the City of Strongsville against any expense or damage to said Sidewalk System that said Grantors, their heirs or assigns may at any time cause by the installation, construction, reconstruction, maintenance, repair, or other use of the Premises within the limits of the above-described easement.

If the Grantors violate any of the provisions of this Easement, the Grantee, at the expense of the Grantors, may enter upon the Premises and make such alterations as are necessary to bring the Premises into compliance with the provisions of this Easement.

The Grantors hereby reserve the right to use the Premises for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

The Grantors covenant with the Grantee that they are well-seized of the Premises as a good and indefeasible estate in fee simple and have the right to grant and convey the Premises in the manner and form above written.

The Grantors further covenant that they will warrant and defend the Premises with the appurtenances thereunto belonging to the City of Strongsville against all lawful claims and demands whatsoever for the purposes described herein.

This Grant of Easement shall inure to the benefit of any person, firm or corporation who the City of Strongsville, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this Grant of Easement.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above granted easement, right-of-way and Sidewalk System for the purposes above mentioned, unto the City of Strongsville, forever.

[Document Continues to Next Page]

IN WITNESS WHEREOF, this instrument is executed as of the 14 day of Dec, 2016.

Siedel Land Holdings, LLC

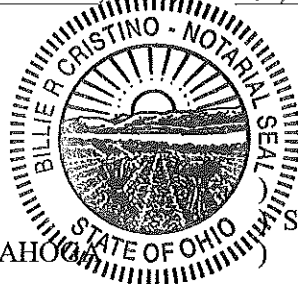
By: [Signature]
Richard A. Puzzitiello, Jr. CEO

"Grantors"

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **Richard A. Puzzitiello, Jr, CEO of Siedel Land Holdings, LLC**, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 14 day of December, 2016.



Billie R. Cristino
Notary Public
In and for the State of Ohio
My Commission Expires November 29, 2018 2021

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by and through Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed, and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2016.

Notary Public

This instrument prepared by:
Robert P. Ellis, Jr., Esq.
Wickens, Herzer, Panza, Cook & Batista Co.
35765 Chester Road
Avon, Ohio 44011
Phone: (440) 695-8085
Email: REllis@WickensLaw.com

CITY OF STRONGSVILLE

By: Thomas P. Perciak

Thomas P. Perciak, Mayor

"Grantee"

STATE OF OHIO

COUNTY OF CUYAHOGA

)
) SS:
)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Thomas P. Perciak, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 20th day of December, 2016.

Nancy M. Sikorski
Notary Public



NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019

[Acknowledgements Continue to Next Page]

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Parkview Homes

DESCRIPTION
Walk Easement SL-1S
EXHIBIT "A"

11-28-2016
Rev 12-07-2016

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of S L-1S in the Siedel Farms Subdivision No. 3 as shown by the recorded plat in Volume 376, Pg. 66-67 of Cuyahoga County Map Records, of part of Original Strongsville Township Lot No. 86, and further bounded and described as follows:

Beginning at the Northwestern corner of subplot No. 1 in the Siedel Farms Subdivision No. 3 , said point being in the Easterly right of way line of Olde Creek Trail (60 feet wide),

Thence North 89 degrees 00 minutes 50 seconds East along the Northerly line of said subplot No. 1S, a distance of 2.14 feet to a point

Thence South 06 degrees 34 minutes 28 seconds East, a distance of 24.81 feet to a point on the Easterly curved right of way of Olde Creek Trail;

Thence Northwesterly along said Easterly right of way line, said line being the arc of a circle deflecting to the left a distance of 25.12 feet to the place of beginning and containing 29.57 SF- 0.00067 Ac , said arc having a radius of 420.00 feet and a chord which bears North 11 degrees 26 minutes 23 seconds West, 25.11 feet.

The basis of bearings is the Northerly line of Sublot 1, bearing North 89 degrees 00 minutes 50 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:

George A. Hofmann

Registered Surveyor Number 6752 6752

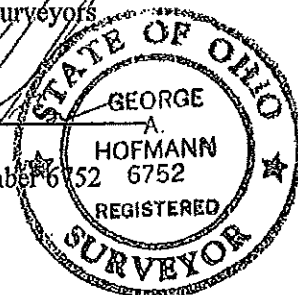
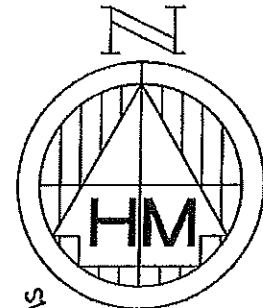


Exhibit B

ASSUMED



BLOCK SF-5

I.P. IN
MON BOX

I.P. IN
MON BOX

R=420.00'
L=25.12'
T=12.56'
Δ=3°25'35"
N11°26'23"W
Ch=25.11'

R=420.00'
L=116.69'
T=58.72'
Δ=15°55'05"
S17°41'08"E
Ch=116.31'

OLDE CREEK
TRAIL (60')

N89°00'50"E
2.14'

PROPOSED WALK EASEMENT

S06°34'28"E
24.81'

PROPOSED
DWELLING

S/L 1S
13,258 SF

S89°00'50"W
165.26'

S19°57'25"E
45.41'

N64°21'20"E

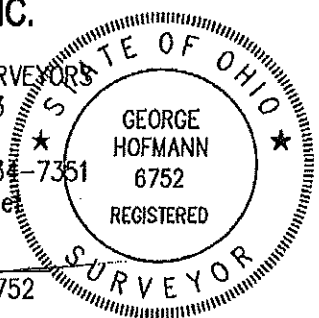
S/L 2S

12' Utility Easement
REFUSED & CONC. PILE

Map Made To Accompany
Legal Description For Walk Easement
Made at The Instance of
Parkview Homes
Being Part of Sublot 1S in the Siedel Farms Subd. No.3
Rec Vol. 376, Pg. 66-67
Original Strongsville Township Lot No. 86
Now in the City Of Strongsville
Cuyahoga County, Ohio

HOFMANN-METZKER, INC.

REGISTERED PROFESSIONAL SURVEYOR
24 BEECH ST. - P.O. BOX 343
BEREA, OHIO 44017
(440) 234-7350 FAX (440) 234-7351
EMAIL: george_hm@ameritech.net

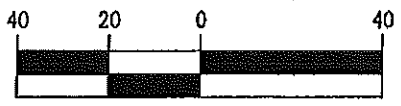


(CL)

R=450.00
L=488.59
Δ=62°12'35"
T=271.51
S40°49'52"E
CHD=464.94

I.P. IN
MON BOX

GRAPHICAL SCALE



(FEET)
1" = 40'

EXHIBIT "B"