



CITY of NOVI CITY COUNCIL

**Agenda Item 2
November 26, 2007**

SUBJECT: Consideration of acceptance of Summerlin of Novi streets and adoption of Act 51 New Street Resolution accepting Summerlin Boulevard, Tiverton Drive, Larkspur Lane, Lindbergh Lane, Cobblestone Drive, and Lagoon Drive as public, adding 2,212 feet or 0.42 miles of roadway to the City's street system. Summerlin of Novi is a site condominium development located in Section 3, east of West Park Drive and south of Pontiac Trail.

SUBMITTING DEPARTMENT: Engineering *BA*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer of Summerlin of Novi, FPC-Summerlin, LLC, has dedicated the streets within this development and requests they be made public. The locations of dedicated streets are shown on the attached map.

Recent inspections conducted by Engineering and Department of Public Works staff members revealed areas of asphalt pavement that required routing and sealing, as well as some sidewalk ramps that required retrofitting to Americans with Disabilities Act (ADA) standards. The City's consulting engineer for private development work, Spalding DeDecker Associates, has verified that all of this corrective work has been completed (SDA's October 12, 2007 letter, attached). In addition, according to the City Attorney, the streets' acceptance documents are in a form so as to permit acceptance by Council (Beth Kudla's review letter dated October 8, 2003, attached). The reason it took four years from the time of document submittal until dedication is twofold: 1) the developer had not until recently achieved 90% build-out as required by the Ordinance; and, 2) the developer had a significant number of punch-list items to complete, including several stormwater catch basins that needed to be reconstructed, and numerous curb replacements and areas of pavement repair.

A requirement for inclusion in Act 51 certification is the submittal of a formal Resolution confirming Council's acceptance of specific streets listing the length of each. The attached Resolution satisfies the Michigan Department of Transportation requirement for adding 2,212 lineal feet or 0.42 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of Summerlin of Novi streets and adoption of Act 51 New Street Resolution accepting Summerlin Boulevard, Tiverton Drive, Larkspur Lane, Lindbergh Lane, Cobblestone Drive, and Lagoon Drive as public, adding 2,212 feet or 0.42 miles of roadway to the City's street system.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



CITY OF NOVI
NEW STREET ACCEPTANCE RESOLUTION
SUMMERLIN OF NOVI

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Kim Capello

Bob Gatt

Terry K. Margolis

Andrew Mutch

Toni Nagy

Lynne Paul

City Manager
Clay J. Pearson

City Clerk
Maryanne Cornelius

WHEREAS, FPC-Summerlin, LLC, the developer of Summerlin of Novi, has requested the acceptance of Summerlin Boulevard, Tiverton Drive, Larkspur Lane, Lindbergh Lane, Cobblestone Drive, and Lagoon Drive by the Novi City Council; and,

WHEREAS, said streets within Summerlin of Novi are now located within rights-of-way under the control of the City of Novi, have been constructed to City standards, and are open to public; and,

WHEREAS, Summerlin Boulevard is 228 linear feet, Tiverton Drive is 389 linear feet, Larkspur Lane is 512 linear feet, Lindbergh Lane is 412 linear feet, Cobblestone Drive is 519 linear feet, and Lagoon Drive is 152 feet, adding a total of 2,212 linear feet or 0.42 miles of roadway surface to Novi's public street system.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Novi City Council hereby accept Summerlin Boulevard, Tiverton Drive, Larkspur Lane, Lindbergh Lane, Cobblestone Drive, and Lagoon Drive, and direct that these streets be included in the City's public street system.

CERTIFICATION

I, Maryanne Cornelius, duly appointed City Clerk of the City of Novi, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at a Regular meeting held this 26th day of November, 2007.

Maryanne Cornelius
City Clerk

45175 W. Ten Mile
Novi, MI 48375
(248) 347-0460
(248) 347-0577 Fax
www.ci.novi.mi.us



"Enhancing Novi's quality of life"



Summerlin of Novi Proposed Acceptance of Right-of-Way

2006 Aerial Photo Perspective
City of Novi Engineering Division



Map Legend

- Summerlin of Novi
- Proposed ROW Acceptance

CITY OF NOVI
 DEPARTMENT OF INFORMATION TECHNOLOGY
 GEOGRAPHIC INFORMATION SERVICES
 NOVI CITY HALL/CIVIC CENTER
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-3279
 CITYOFNOVI.ORG

Right-of-Way (60') Acceptance Statistics

Summerlin Blvd: 228 Feet	Lindbergh Ln: 412 Feet
Tiverton Dr: 389 Feet	Cobblestone Dr: 519 Feet
Larkspur Ln: 512 Feet	Lagoon Dr: 152 Feet

2,212 Linear Feet (0.42 Miles) of Streets & ROW to be Accepted

Print Date & File Location
 November 19, 2007
 D:\GIS_Projects\Proj2007\Engineering\Summerlin\NoviRoadsAcceptance.mxd





October 12, 2007

Mrs. Marina Neumaier
City of Novi – Assistant Finance Director
45175 West Ten Mile Road
Novi, MI 48375

Re: Summerlin
SDA Job No. NV07-011
Site Final Inspection

Dear Mrs. Neumaier:

The outstanding Routing and Sealing work and ADA Ramp work has been completed and a final inspection was conducted on Friday, October 5th, 2007 by our construction technician, Don Pashby.

Based upon Don's inspection, we find the work to be acceptable. Should you have further questions, do not hesitate to contact our office.

Sincerely,
SPALDING DeDECKER ASSOCIATES, INC.

Christopher J. Robbins, PE
Construction Manager

cc: Aaron Staup, City of Novi, Engineering Department (e-mail)
Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)
Sheila Weber, City of Novi – Bond Coordinator (e-mail)
Benny McCusker, City of Novi – Director of Public Works (e-mail)
John Hines, City of Novi – Building Department, Deputy Building Official (e-mail)
David W. Bluhm, PE, SDA (e-mail)
SDA CE Job File

Engineering Consultants

Infrastructure • Land Development • Surveying

CITY OF NOVI
11700 W. 15 MI. RD.

03 OCT -9 AM 10:54

ELIZABETH M. KUDLA
DIRECT DIAL (248) 539-2846
Email bkudla@secretwardle.com

**SECRET, WARDLE, LYNCH, HAMPTON,
TRUEX AND MORLEY**

Counselors at Law
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, Michigan 48333-3040

Telephone (248) 851-9500
Fax (248) 851-0369

October 8, 2003

94 Macomb Place
Mt. Clemens, MI 48043-5651
(586) 465-7180
Fax (586) 465-0673

7335 Westshire Dr., Suite 103
Lansing, MI 48917-9764
(517) 627-1881
Fax (517) 627-1887

1500 East Beltline, SE, Suite 160
Grand Rapids, MI 49506-4361
(616) 285-0143
Fax (616) 285-0145

2904 Cherry Hills Drive
P.O. Box 11258
Champaign, IL 61821-1258
(217) 398-9034
(217) 398-9036

Nancy McClain, City Engineer
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Summerlin of Novi Condominium – Dedication and Acceptance of
Roads and On-Site Water Main and Sanitary Sewer
Our File No: 72236 NOV**

Dear Ms. McClain:

Enclosed please find the following documents regarding the Summerlin of Novi Condominium property located in Section 3 of the City of Novi:

1. Warranty Deed (Interior Roads including West Park Drive, Summerlin Boulevard, Tiverton Drive, Larkspur Lane, Lagoon Drive, Lindbergh Lane, and Cobblestone Drive)
2. Sanitary Sewer Easement
3. Water Main Easement
4. Bill of Sale (Water Main, Sanitary Sewer, and Paving)
5. Commitment for Title Insurance
6. Maintenance and Guarantee Bond (Asphalt Paving)
7. Maintenance and Guarantee Bond (Water Main and Sanitary Sewer)
8. Subordination Agreements for Mortgages (2)
9. City Consulting Engineer's Review Report
10. Letter from Developer Agreeing to Indemnity

Conveyance Documents

The Summerlin of Novi Condominium Road and Utility Acceptance may be placed on the next available City Council Agenda for acceptance.

The developer of Tax Parcel No. 22-03-1020-001, F.P.C. Summerlin, LLC, seeks to convey the interior roads and the water main and sanitary sewer facilities and corresponding easements to operate, maintain, repair and replace the water main and sanitary sewer facilities over, upon and through the subject property, to the City of Novi. The property owner has provided all required documents to complete the conveyance, with Items 1 through 10 above.

Items 1 through 10, above, have been reviewed by our office as to the format, language and content of the documents. The format, language and content of the documents are in order. It should be noted that the Water Main and Sanitary Sewer Easements contain a provision requiring the City to indemnify and hold harmless Bank One, the mortgagee from any claims against it in relation to the subject easements. The Bank would not otherwise subordinate its interest in the utilities to the City. The property owner has, in turn, provided it's agreement to indemnify and hold harmless the City in that regard should the city ever become responsible as to any damages effecting the mortgage interest in the property. Since there is little to no likelihood that any claim would effect the mortgagee's interest in the property, we recommend acceptance of the easements subject to the property owner's enclosed agreement as to indemnity.

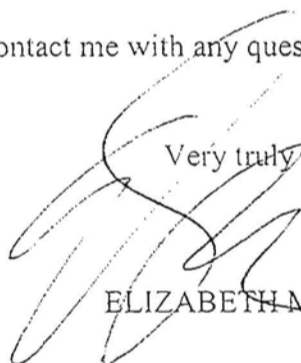
The City Engineering Consultant has reviewed and approved the content of the Exhibits to the Easements and Bill of Sale for water main and sanitary sewer, and has confirmed that all necessary areas have been included for dedication, and that the legal descriptions of those areas are correct and accurate. The City Consulting Engineer's report is enclosed in that regard as item no. 9, above.

The City Civil Engineer has reviewed and approved the legal description of the roads being conveyed.

Subject to your approval of the amounts of the enclosed Maintenance and Guarantee Bonds for the asphalt and the utilities, we recommend acceptance of the interior roads, water main and sanitary sewer facilities within the Summerlin of Novi Condominium.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C(w/o enc.): Maryanne Cornelius, Clerk (w/enc.-originals)
Brian Coburn, Civil Engineer
Haim Schlick, Construction Engineer

Donald Saven, Building Official
Benny McCusker, DPW Director
Kathy Kendra, Department of Public Works
Karen Stutzman, FPC Summerlin, LLC
William T. Myers, Esq.
Gerald A. Fisher, Esq.
Thomas R. Schultz, Esq.

This Bond and the obligations of Principal and Surety under it shall be in full force and effect for the Improvements described above for Two (2) year(s) from the time they are accepted formally as a public right-of-way through City Council resolution by the City of Novi, for defects discovered within that period for which the City provides written notice to the Principal and Surety within fourteen (14) days of discovery of the defect.

It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City, and its officers, officials, and employees, harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, agents, or employees in the construction or repair of the improvements, including claims arising under the worker's compensation laws of the State of Michigan.

This Bond was executed by the Principal and Surety on the dates indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is September 5, 2003.

Date: _____

WITNESS:

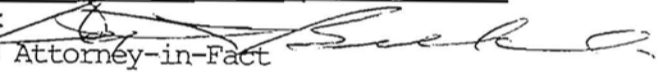
PRINCIPAL:

Asphalt Specialists, Inc.

By: 
Its: _____

SURETY:

Mid-State Surety Corporation

By: 
Its: Attorney-in-Fact
Susan L Belloli

Date: 9/5/03

WITNESS:


MID-STATE SURETY CORPORATION

GROSSE POINTE FARMS, MICHIGAN 48236

53713

POWER OF ATTORNEY

Know All Men By These Presents:

That the MID-STATE SURETY CORPORATION, a corporation of the State of MICHIGAN, having its principal office in the City of Grosse Pointe Farms, Michigan pursuant to authority granted by a resolution of its Board of Directors, which reads as follows:

The President, the Vice President, or the Treasurer of this Corporation shall have authority to appoint in writing such attorneys-in-fact, as the business of the Corporation may require, and to authorize such attorneys-in-fact, and each of them to execute on behalf of the Corporation, any bonds, recognizances, stipulations, contracts of indemnity and other undertakings of like character, or to exercise any lesser number of said powers as hereinbefore set forth.

"Said appointments shall be attested by the Secretary or a Vice President of this Corporation under its seal. The signature of the Secretary or any Vice President to certified copies of such powers of attorney may be original or facsimile, and when the corporate seal is affixed thereto, any third party may rely on said certified copies of powers of attorney as the act and deed of this Corporation. The President, the Vice President, or Treasurer may revoke any appointment made pursuant hereto, and revoke any and all authority conferred by any such appointment."

does hereby nominate, constitute and appoint

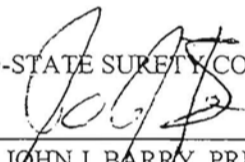
T.J. Griffin, T.L. Young, Susan L. Belloli, William A. Pirret And Kathleen M. Ostler
Of Griffin, Smalley & Wilkerson, Inc.

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and its act and deed.

Any and all bonds in an amount not exceeding \$10,000,000.00 in any single instance, for or on behalf of this Company, in its business and in accordance with its charter, and to bind MID-STATE SURETY CORPORATION, thereby, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

IN WITNESS WHEREOF, MID-STATE SURETY CORPORATION of Grosse Pointe Farms, Michigan, has caused these presents to be signed by its proper officer.

and its corporate seal to be hereunto affixed this 9th day of May, 2003

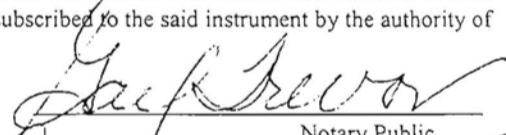
MID-STATE SURETY CORPORATION

JOHN J. BARRY, PRESIDENT

STATE OF MICHIGAN, COUNTY OF WAYNE

On this 9th day of May, A.D. 2003 personally came before me JOHN J. BARRY, to me known to be the individual and officer of the MID-STATE SURETY CORPORATION of Grosse Pointe Farms, Michigan, who executed the above instrument, and acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that he is the said officer of the Corporation aforesaid and the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the Board of Directors of said Corporation.

Gail Trevor
Notary Public Macomb County, MI
Acting in Wayne County, Michigan
My Commission Expires
August 2, 2005

My Commission Expires


Notary Public
August 2, 2005

I, the undersigned, Vice President of the Mid-State Surety Corporation of Grosse Pointe Farms, Michigan, a Michigan corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore that the provisions of the By-Laws of the company and the Resolutions of the Board of Directors set forth in the Power of Attorney, are still in force.

Signed and sealed at the City of Grosse Pointe Farms this 5th day of September, 2003

(Seal)


JOSEPH A. SPRYS, VICE PRESIDENT



TERRORISM RIDER

NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond.

The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00. The cost of terrorism coverage is subject to change on any bond for which an annual premium is charged.

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

WARRANTY DEED - LIMITED LIABILITY COMPANY - Statutory Form

KNOW ALL MEN BY THESE PRESENTS: That FPC-Summerlin, L.L.C., a Michigan limited liability company, the address of which is 31000 Northwestern Highway, Suite 220, Farmington Hills, Michigan 48334

Conveys and Warrants to City of Novi, a Michigan municipal corporation,

the address of which is 45175 West Ten Mile Road, Novi, Michigan 48375

the following described premises situated in the City of Novi, County of Oakland and State of Michigan, to-wit:

See Exhibit A attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100 (\$1.00) Dollar

subject to the easements, restrictions and other limitations of record and all applicable laws and governmental regulations.

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

Dated this 26th day of June, 2003.

Signed by:

FPC-Summerlin, L.L.C.,
a Michigan limited liability company

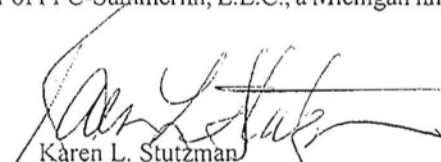
By: Franklin Property Corporation,
a Michigan corporation, Managing Member

By:


Andrew T. Milia, President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of June, 2003 by Andrew T. Milia, President of Franklin Property Corporation, a Michigan corporation, the Managing Member of FPC-Summerlin, L.L.C., a Michigan limited liability company, on behalf of the corporation and the limited liability company.


Karen L. Stutzman
Notary Public, Oakland County, Michigan
My commission expires: August 21, 2006

This instrument drafted by:

William T. Myers
Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Avenue, Ste. 235
Bloomfield Hills, Michigan 48304

Recording Fee \$9.00

When recorded return to: Elizabeth M Kudla
30903 Northwestern Highway
P. O. Box 3040
Farmington Hills, MI 48334

This instrument is exempt from state transfer tax and County Revenue Stamps, consideration being less than \$100.

Send subsequent tax bills to: *Grantee*

Tax Parcel Part of #22-03-102-001 and 22-03-128-001

WARNER, CANTRELL & PADMOS, INC.

CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2
Farmington Hills, MI 48331

EXHIBIT "A"

SUMMERLIN OF NOVI

PART OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 3, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY; THENCE N.87°13'11"E., 321.93' TO THE SOUTHWEST CORNER OF SECTION 34, T.2N., R.8E., CITY OF WALLED LAKE, OAKLAND COUNTY, MICHIGAN; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3, N.87°19'25"E., 1314.83' (THE LAST TWO COURSES RECORDED AS EAST 1636.80'; THENCE S.28°31'40"W., 295.48' TO A ½" IRON ROD IN A MONUMENT BOX; THENCE S.32°14'58"W., 811.36' (THE LAST TWO COURSES RECORDED AS S.35°09"W, 1121.21') TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE S.55°50'30"E. (RECORDED AS S.54°51'E.), 716.54'; THENCE S.79°44'16"E., 160.44'; THENCE N.85°16'01"E., 93.60'; THENCE S.73°14'48"E., TO A POINT ON THE NORTHWEST LINE OF HARBOR COVE CONDOMINIUM (OAKLAND COUNTY CONDOMINIUM PLAN NO. 439), 47.97'; THENCE S.42°11'57"W. (RECORDED AS S.44°22"W.), TO THE SOUTHWEST CORNER OF SAID HARBOR COVE CONDOMINIUM, 403.86'; THENCE ALONG THE SOUTHERLY LINE OF SAID HARBOR COVE CONDOMINIUM, S.59°25'03"E., 52.41' (RECORDED AS S.57°15'E., 55.07'); THENCE ALONG THE WEST LINE OF LOT 23 IN SAID SUPERVISOR PLAT NO. 2 AND THE WESTERLY LINE OF BENTLEY SUB. AS RECORDED IN LIBER 10, PG. 3, S.42°05'46"W. (RECORDED AS S.45°38"W.), TO THE NORTHEASTERLY CORNER OF BLOMFIELD SUB. AS RECORDED IN LIBER 22, PG. 5, 476.24' (RECORDED AS 476.55'); THENCE ALONG THE NORTHERLY LINE OF SAID BLOMFIELD SUB. N.57°30'07"W. (RECORDED AS N.54°03'W.), TO THE NORTHWESTERLY CORNER OF SAID BLOMFIELD SUB. BEING MONUMENTED BY A ½" IRON ROD IN A MONUMENT BOX, 887.08' (RECORDED AS 885.20'); THENCE ALONG THE CENTERLINE OF WEST PARK DRIVE (66' WIDE), N.32°14'58"E., 756.31' (RECORDED AS N.35°00'E.) TO THE POINT OF BEGINNING. CONTAINING 16.26 ACRES. SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE NORTHWESTERLY 33.00' (WEST PARK DRIVE).

NOTE: BEARINGS ARE BASED ON THE WEST LINE OF SECTION 3 HAVING A GRID BEARING OF S.3°03'47"E., 3203.27' BASED ON THE STATE PLANE COORDINATES OF THE NORTHWEST CORNER OF SECTION 3 (N. = 374921.606, E = 13357540.620) AND THE WEST ¼ CORNER (N = 371722.914, E = 13357711.786).

WARNER, CANTRELL & PADMOS, INC.

CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2
Farmington Hills, MI 48331

EXHIBIT "A"

RIGHT OF WAY DEDICATION OF WEST PARK DRIVE, SUMMERLIN BOULEVARD, TIVERTON DRIVE, LARKSPUR LANE, LAGOON DRIVE, LINDBERGH LANE AND COBBLESTONE DRIVE AS LOCATED SUMMERLIN OF NOVI CONDOMINIUMS.

PART OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 3, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY; THENCE N.87°13'11"E., 321.93' TO THE SOUTHWEST CORNER OF SECTION 34, T.2N., R.8E., CITY OF WALLED LAKE, OAKLAND COUNTY, MICHIGAN; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3, N.87°19'25"E., 1314.83' (THE LAST TWO COURSES RECORDED AS EAST 1636.80'; THENCE S.28°31'40"W., 295.48' TO A $\frac{1}{2}$ " IRON ROD IN A MONUMENT BOX; THENCE S.32°14'58"W., 811.36' (THE LAST TWO COURSES RECORDED AS S.35°09'W., 1121.21') TO THE POINT OF BEGINNING; THENCE S.55°50'30"E., 60.00'; THENCE S.32°14'58"W., 343.75'; THENCE S.57°45'02"E., 140.00'; THENCE N.32°14'58"E., 107.48'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 34.00' (THE CHORD OF SAID CURVE BEARS N.19°35'01"E., 14.91') A DISTANCE OF 15.03'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00' (THE CHORD OF SAID CURVE BEARS N.78°12'14"E., 132.60') A DISTANCE OF 174.18'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 34.00' (THE CHORD OF SAID CURVE BEARS S.43°10'32"E., 14.91') A DISTANCE OF 15.03'; THENCE S.55°50'30"E., 200.15'; THENCE N.34°09'30"E., 96.96'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 470.00' (THE CHORD OF SAID CURVE BEARS N.33°12'14"E., 15.66') A DISTANCE OF 15.66'; THENCE N.32°14'58"E., 12.39'; THENCE S.55°50'30"E., 60.03'; THENCE S.32°14'58"W., 10.39'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00' (THE CHORD OF SAID CURVE BEARS S.33°12'14"W., 17.66') A DISTANCE OF 17.66'; THENCE S.34°09'30"W., 96.96'; THENCE S.55°50'30"E., 125.89'; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 34.00' (CHORD OF SAID CURVE BEARS S.68°30'26"E., 14.91') A DISTANCE OF 15.03'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00' (THE CHORD OF SAID CURVE BEARS S.12°35'33"E., 130.33') A DISTANCE OF 167.57'; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 34.00' (CHORD OF SAID CURVE BEARS S.43°19'21"W., 14.91') A

DISTANCE OF 15.03'; THENCE S.30°39'24"W., 203.32'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 566.50' (THE CHORD OF SAID CURVE BEARS S.35°00'47"W., 86.06') A DISTANCE OF 86.15'; THENCE ALONG CURVE TO THE LEFT HAVING A RADIUS OF 34.00' (THE CHORD OF SAID CURVE BEARS S.27°48'38"W., 13.63') A DISTANCE OF 13.72'; THENCE ALONG CURVE TO THE RIGHT HAVING A RADIUS OF 70.00' (THE CHORD OF SAID CURVE BEARS S.82°02'26"W., 127.69') A DISTANCE OF 160.75'; THENCE ALONG CURVE TO THE LEFT HAVING A RADIUS OF 34.00' (THE CHORD OF SAID CURVE BEARS N.44°50'11"W., 14.91') A DISTANCE OF 15.03'; THENCE N.57°30'07"W., 382.26'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 34.00' (THE CHORD OF SAID CURVE BEARS N.70°10'04"W., 14.91') A DISTANCE OF 15.03'; THENCE ALONG CURVE TO THE RIGHT HAVING A RADIUS OF 70.00' (THE CHORD OF SAID CURVE BEARS N.12°37'34"W., 131.73') A DISTANCE OF 171.55'; THENCE ALONG CURVE TO THE LEFT HAVING A RADIUS OF 34.00' (THE CHORD OF SAID CURVE BEARS N.44°54'55"E., 14.91') A DISTANCE OF 15.03'; THENCE N.32°14'58"E., 92.20'; THENCE S.57°45'02"E., 60.00'; THENCE S.32°14'58"W., 116.78'; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 20.00' (CHORD OF SAID CURVE BEARS S.12°37'34"E., 28.22') A DISTANCE OF 31.33'; THENCE S.57°30'07"E., 434.72'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00' (THE CHORD OF SAID CURVE BEARS N.82°17'12"E., 25.82') A DISTANCE OF 28.07'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 506.50' (THE CHORD OF SAID CURVE BEARS N.36°21'58"E., 100.77') A DISTANCE OF 100.94'; THENCE N.30°39'24"E., 229.00'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00' (THE CHORD OF SAID CURVE BEARS N.12°35'33"W., 27.41') A DISTANCE OF 30.19'; THENCE N.55°50'30"W., 435.54'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00' (THE CHORD OF SAID CURVE BEARS S.78°12'14"W., 28.75') A DISTANCE OF 32.08'; THENCE S.32°14'58"W., 221.30'; THENCE N.57°45'02"W., 200.00'; THENCE S.32°14'58"W., 320.82'; THENCE N.57°30'07"W., 60.00' TO THE CENTERLINE OF WEST PARK DRIVE; THENCE ALONG THE CENTERLINE OF WEST PARK DRIVE N.32°14'58"E., 756.31' TO THE POINT OF BEGINNING.