



CITY of NOVI CITY COUNCIL

**Agenda Item F
December 19, 2016**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Promenade Holdings LLC for the Novi Promenade Storm Water Management/Wetland Mitigation project located east of Wixom Road south of Grand River Avenue (parcel 22-17-101-032).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *Com*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer Novi Promenade Holdings LLC requests approval of the Storm Drainage Facility Maintenance Easement Agreement for relocation of the storm water detention and sedimentation basin serving this commercial development area.

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance of the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular case, the property owner owns and agrees to maintain a storm water detention and sedimentation area and is providing an ingress/egress easement of variable width to the detention and sedimentation area. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site sewer system.

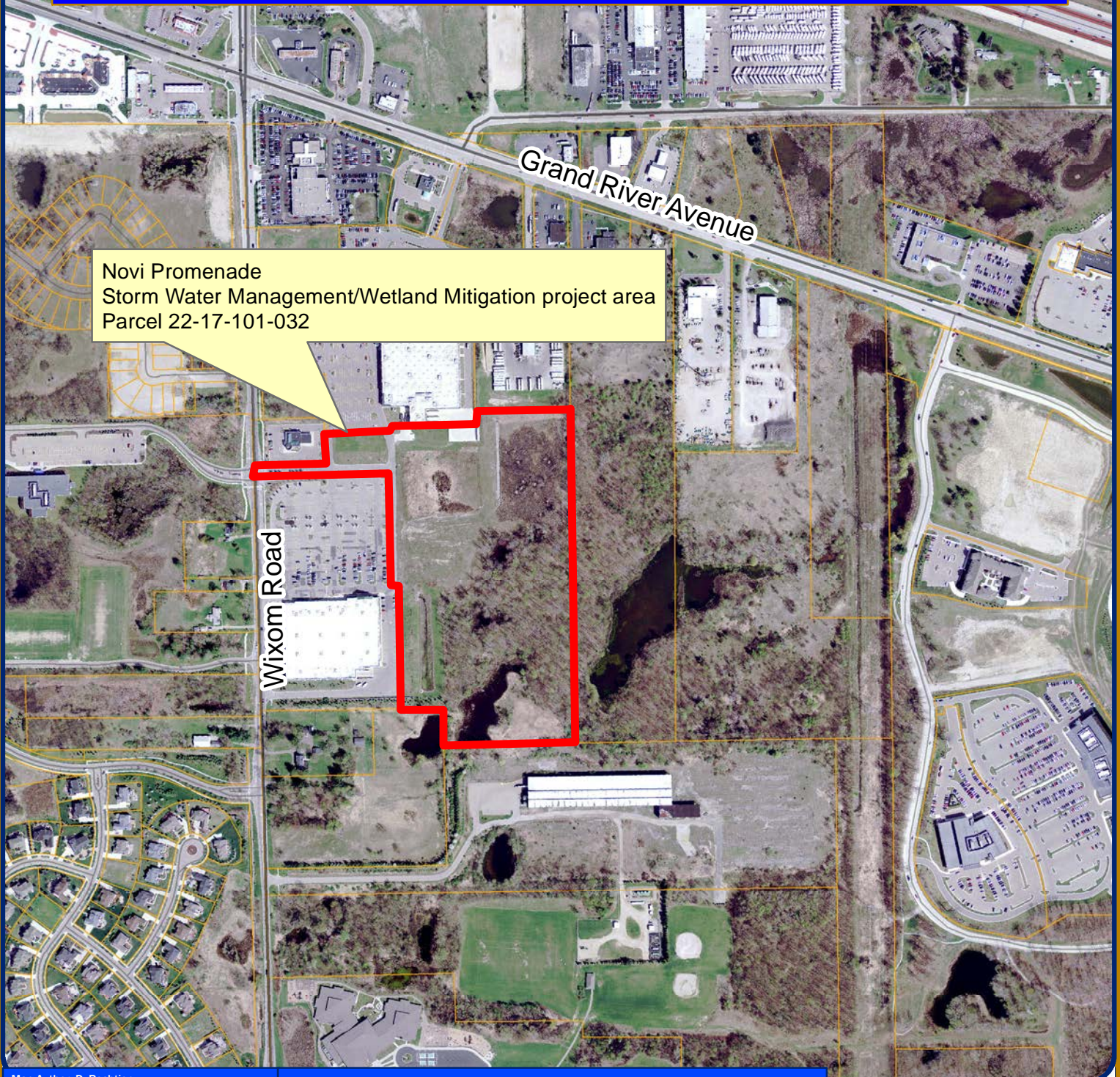
The enclosed agreement has been favorably reviewed by the City Engineering consultant and the City Attorney, as described in the attached letter from Beth Saarela dated December 2, 2016, and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Promenade Holdings LLC for the Novi Promenade Storm Water Management/Wetland Mitigation project located east of Wixom Road south of Grand River Avenue (parcel 22-17-101-032).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

Novi Promenade Storm Drainage Facility Maintenance Easement Agreement Location Map



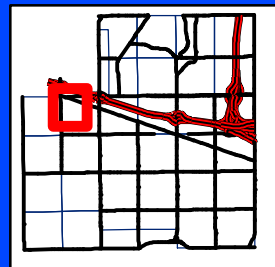
Novi Promenade
Storm Water Management/Wetland Mitigation project area
Parcel 22-17-101-032

Map Author: D. Rehtien
Date: 11/28/2016
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



City of Novi
Engineering Division
Department of Public Services
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

0 125 250 500 750
Feet

1 inch = 596 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlawi.com

December 2, 2016

George D. Melistas, Engineering Senior Manager
CITY OF NOVI

Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375


**Re: Novi Promenade Storm Water Management/Wetland Mitigation Plans JSP14-30
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities for the Novi Promenade Storm Water Management/Wetland Mitigation Plan. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached Exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,



ELIZABETH K. SAARELA

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosures)

George D. Melistas, Engineering Senior Manager
December 2, 2016
Page 2

Barb McBeth, City Planner (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Brittany Allen, Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
George Pascaris, Grand Promenade, LLC (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 1st day of December, 2016, by and between Novi Promenade Holdings LLC, a Michigan limited liability company, whose address is 13957 Plumbrook, Sterling Heights, MI 48312 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section _ of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of commercial development/wetland relocation on the Property.
- B. The commercial development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation

along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

NOVI PROMENADE HOLDINGS,
LLC, a Michigan Limited Liability
Company
OWNER

[Signature]

By: GEORGE PASCARI

Its: MANAGING MEMBER

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 1st day of December 2016
by GEORGE ANGELO PASCARI as the OWNER of NOVI PROMENADE HOLDINGS
a Michigan limited liability company on its behalf LLC

JANE L. KELLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 17, 2018
ACTING IN COUNTY OF Oakland

[Signature]
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 3/17/2018

CITY OF NOVI
A Municipal Corporation

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this _____ day of _____
201 , by, _____, on behalf of the City of Novi, a
Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
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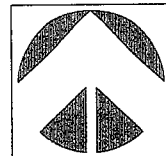
EXHIBIT A
THE PROPERTY

That part of the Northwest ¼ of Section 17 T1N, R8E, City of Novi, Oakland County, Michigan, described as: Commencing at the Northwest corner of said Section 17; thence South 00 degrees 19 minutes 49 seconds East 440.0 feet along the West line of said section; thence North 90 degrees 00 minutes 00 seconds East 50.00 feet to the Easterly right-of-way line of Wixom Road also the Point of Beginning; thence North 90 degrees 00 minutes 00 seconds East 542.55 feet; thence South 82 degrees 48 minutes 18 seconds East 69.90 feet; thence South 70 degrees 10 minutes 14 seconds East 316.31 feet parallel with the South line of Grand River Avenue; thence South 00 degrees 36 minutes 58 seconds West 679.39 feet; thence South 89 degrees 23 minutes 02 seconds East 399.93 feet; thence South 00 degrees 36 minutes 58 seconds West 1409.63 feet to the East-West ¼ line of said section; thence North 89 degrees 34 minutes 38 seconds West 554.26 feet along the East-West ¼ line of said Section; thence North 00 degrees 19 minutes 49 seconds West 156.00 feet; thence North 89 degrees 34 minutes 38 seconds West 720.00 feet to the Easterly right-of-way line of Wixom Road; thence North 00 degrees 19 minutes 49 seconds West 2043.89 feet to the Point of Beginning. Containing 55.04 acres and subject to any easements and restrictions of record.

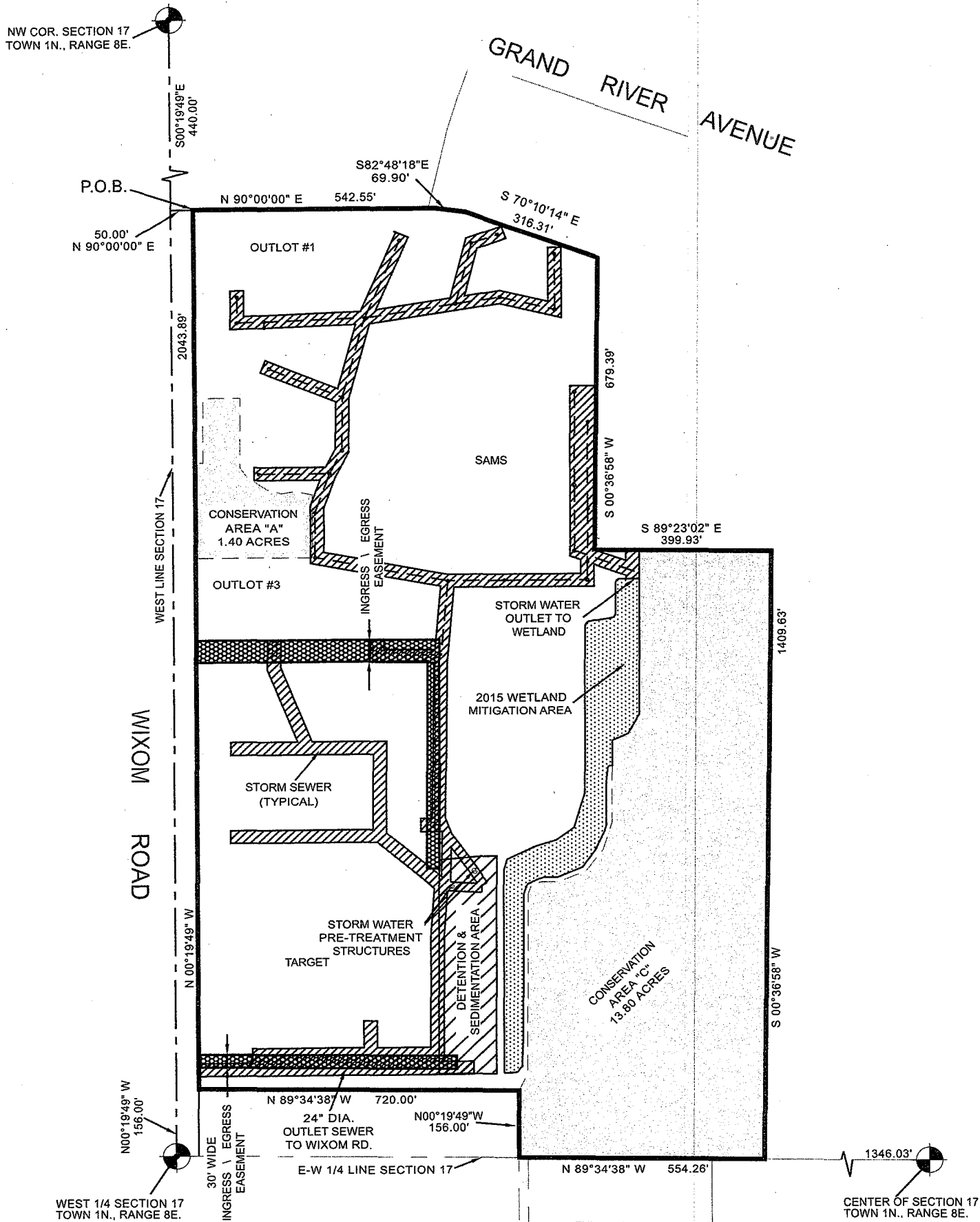
EXHIBIT 'A'

STORM DRAINAGE FACILITY MAINTENANCE EXHIBIT:

Being a part of the N.W. 1/4 of
Section 17,
Town 1 North, Range 8 East,
City of Novi, Oakland County,
Michigan



Scale: 1" = 300'



LEGEND

30' WIDE INGRESS \ EGRESS EASEMENT	
DETENTION & SEDIMENTATION AREA	
STORM SEWER SYSTEM	

EXHIBIT B

Operator shall be fully responsible for the repair and maintenance of water mains, sewers, storm water retention basin, drainage courses and other public utilities, including wires, pipes and lines, over ground and underground, and ensure that such repair and maintenance is performed in such manner as to minimize damage to the natural features.

Operator shall conduct a periodic review of storm water controls, including both structural and non-structural controls. Operator shall have all storm water inspections conducted by Certified Storm Water Operators (CSWO's).

All such maintenance of the storm water facilities, and all costs shall be incurred, paid, and attributed in accordance with Section 4.2.2 of the OEA.

EXHIBIT B

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION COMPONENTS

Task	Storm Sewer	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Basin & Sediment Control Devices	Outflow Control Structures	Schedule
1. Wet weather inspection of structural elements*	X			X	X	X	as needed
2. Inspection for sediment accumulation							
a) BASIN		X	X		X		weekly
b) CONTROL DEVICES					X	X	weekly
c) CATCH BASIN		X	X				As needed
3. Sediment accumulation removal							
a) Sediment control structures				X	X	X	As needed
b) Sediment Detention Basin		X	X		X		As needed
c) Storm Sewer	X						As needed
4. Inspection & cleaning of floatables and debris		X	X	X	X	X	quarterly
5. Inspection for erosion				X	X		weekly
6. Re-establish permanent vegetation on eroded slopes				X	X		as needed
7. Replacement of stone						X	as needed
8. Make adjustments or replacements as determined by wet weather inspection	X			X	X	X	as needed

*Including inspection for sediment accumulation in detention basins, utilizing as-built plans in hand, carried out by a professional engineer

PERMANENT MAINTENANCE TASKS AND SCHEDULE COMPONENTS

Task	Storm Sewer	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Basin & Sediment Control Devices	Outflow Control Structures	Schedule
1. Wet weather inspection of structural elements*	X			X	X	X	Annually
2. INSPECTION for SEDIMENT ACCUMULATION							Annually
a) Basin		X	X		X		Annually
b) Control Devices					X	X	Semi-annually
c) Catch Basin		X	X				Annually
3. SEDIMENT ACCUMULATION REMOVAL							
a) Sediment control structures				X	X	X	Per manuf. requirements
b) Sediment Detention Basin		X	X		X		@ 50% full
c) Storm Sewer	X						As needed
4. Inspection & cleaning of floatables and debris		X	X	X	X	X	Annually
5. Inspection for erosion				X	X		Annually
6. Re-establish permanent vegetation on eroded slopes				X	X		as needed
7. Replacement of stone						X	as needed
8. Make adjustments or replacements as determined by wet weather inspection	X			X	X	X	as needed
9. Keep Records of all inspections and maintenance activities**	X	X	X	X	X	X	Per inspection
10. Keep records of all costs, inspections, maintenance and repairs.	X	X	X	X	X	X	Per inspection

EXHIBIT C
INGRESS/EGRESS

That part of the Northwest ¼ of Section 17, T1N, R8E, City of Novi, Oakland County, Michigan described as:

Commencing at the West ¼ corner of said Section; thence North 00 degrees 19 minutes 49 seconds West 205.60 feet on the West line of said Section; thence South 89 degrees 34 minutes 38 seconds East 50.00 feet to the Point of Beginning; thence continuing South 89 degrees 34 minutes 38 seconds East 580.00 feet; thence North 00 degrees 10 minutes 48 seconds East 30.00 feet; thence North 89 degrees 34 minutes 38 seconds West 580.27 feet; thence South 00 degrees 19 minutes 49 seconds East 30.00 feet to the Point of Beginning, containing 0.40 acres, more or less, and subject to easements, restrictions, reservations, rights of way, leases and agreements of record, if any.

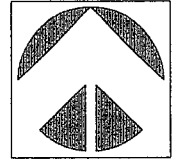
And also,

That part of the Northwest 1/4 of Section 17, T1N, R8E, City of Novi, Oakland County, Michigan, described as:

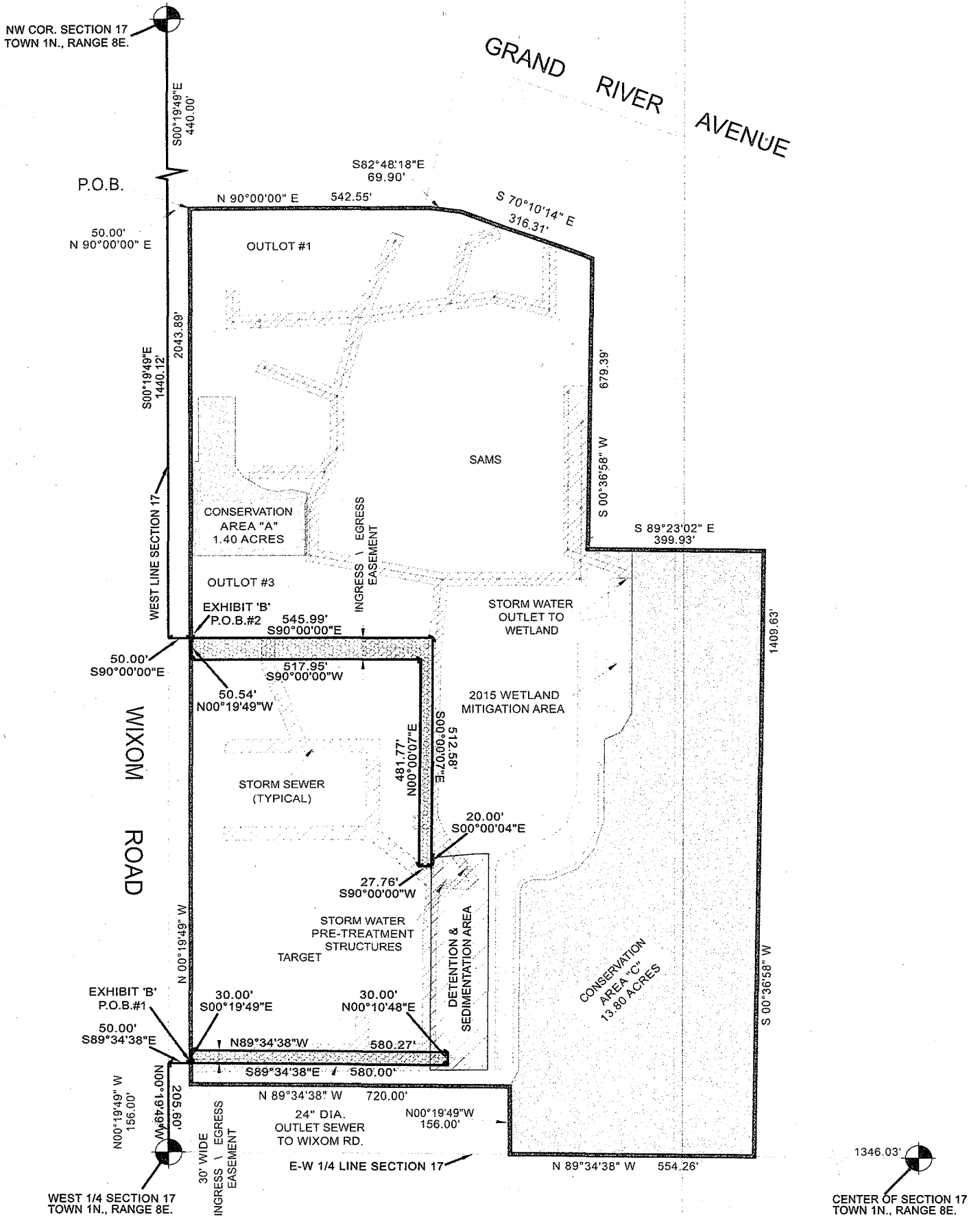
Commencing at the Northwest corner of said Section 17; thence South 00 degrees 19 minutes 49 seconds East 1440.12 feet along the West line of said section; thence North 90 degrees 00 minutes 00 seconds East 50.00 feet to the Point of Beginning; thence North 90 degrees 00 minutes 00 seconds East 545.99 feet; thence South 00 degrees 00 minutes 07 seconds East 512.58 feet; thence South 00 degrees 00 minutes 04 seconds East 20.00 feet; thence South 90 degrees 00 minutes 00 seconds West 27.76 feet; thence North 00 degrees 00 minutes 07 seconds East 481.77 feet; thence North 90 degrees 00 minutes 00 seconds West 517.95 feet; thence North 00 degrees 19 minutes 49 seconds West 50.54 feet to the Point of Beginning containing

EXHIBIT C

STORM DRAINAGE FACILITY MAINTENANCE EXHIBIT:
 Being a part of the N.W. 1/4 of
 Section 17,
 Town 1 North, Range 8 East,
 City of Novi, Oakland County,
 Michigan



Scale: 1" = 300'



LEGEND

30' WIDE INGRESS \ EGRESS EASEMENT	
DETENTION & SEDIMENTATION AREA	
STORM SEWER SYSTEM	

EXISTING DRAINAGE EASEMENT

EXHIBIT D
DETENTION/SEDIMENTATION AREA 'D'

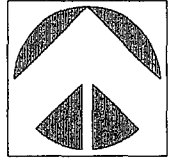
That part of the Northwest 1/4 of Section 17, T1N, R8E, City of Novi, Oakland County, Michigan, described as:

Commencing at the Northwest corner of said Section 17; thence South 00 degrees 19 minutes 49 seconds East 1440.12 feet along the West line of said section; thence North 90 degrees 00 minutes 00 seconds East 595.99 feet; thence South 00 degrees 00 minutes 07 seconds East 512.58 feet to the Point of Beginning; thence North 85 degrees 05 minutes 02 seconds East 100.87 feet; thence North 89 degrees 31 minutes 32 seconds East 29.14 feet; thence South 00 degrees 00 minutes 16 seconds East 505.45 feet; thence North 89 degrees 59 minutes 07 seconds West 129.66 feet; thence North 00 degrees 00 minutes 04 seconds West 496.53 feet to the Point of Beginning containing

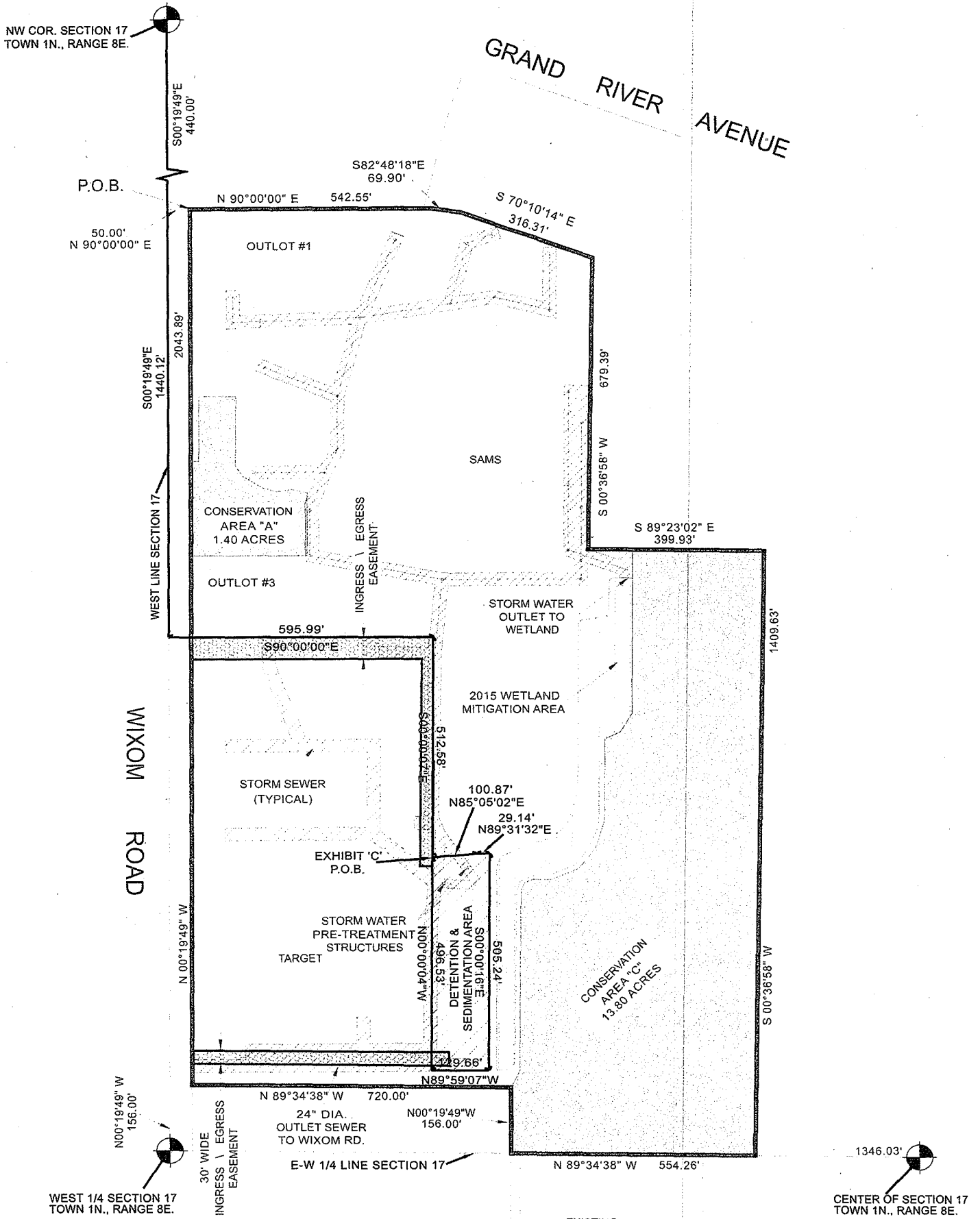
EXHIBIT D

STORM DRAINAGE FACILITY MAINTENANCE EXHIBIT:

Being a part of the N.W. 1/4 of
Section 17,
Town 1 North, Range 8 East,
City of Novi, Oakland County,
Michigan



Scale: 1" = 300'



LEGEND

30' WIDE INGRESS \ EGRESS EASEMENT	
DETENTION & SEDIMENTATION AREA	
STORM SEWER SYSTEM	

EXISTING DRAINAGE EASEMENT



First American Title Insurance Company

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, MI 48304
Phone: (248)540-4102 Fax: (866)550-1079

PROPERTY PROFILE REPORT

August 17, 2016

Prepared for:	FSBO	Order No.:	752266
		Beginning Search Date:	December 5, 2013 @ 8:00 AM
		Ending Search Date:	July 18, 2016 @ 8:00 AM
Borrower Name & Address:	Novi Promenade Holdings LLC, a Michigan limited liability company Vacant Wixom Road, Novi, MI 48374	County of:	Oakland

Public Record Information

Grantee in Last Document of Record: Novi Promenade Holdings LLC, a Michigan limited liability company

Undischarged Mortgages and Other Liens of Record: *no-checked on 12/2/16*

1. Certificate of Forfeiture for 2014 Taxes as disclosed by instrument dated March 1, 2016, recorded April 13, 2016, in Liber 49256, page 878, as to Parcel 1.
2. Certificate of Forfeiture for 2014 Taxes as disclosed by instrument dated March 1, 2016, recorded April 13, 2016, in Liber 49256, page 880, as to Parcel 2.

Tax Information:

3. All Taxes paid to and including 2013
2014 Taxes are DUE-FORFEITED
2015 Summer Taxes are DUE
2015 Winter Taxes DUE in the amount of \$34.98
2016 Summer Taxes DUE in the amount of \$94.06
Tax Item No. 22-17-101-031, as to Parcel 1
Property Address: Vacant Wixom Road, Novi, MI 48374
4. All Taxes paid to and including 2013
2014 Taxes are DUE-FORFEITED
2015 Summer Taxes are DUE
2015 Winter Taxes DUE in the amount of \$4,718.87
2016 Summer Taxes DUE in the amount of \$12,727.07
Tax Item No. 22-17-101-032, as to Parcel 2
Property Address: Vacant Wixom Road, Novi, MI 48374

Important - Read Carefully: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance commitment or preliminary report, or any form of title insurance or guaranty. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without First American's prior written consent. First American does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that First American's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that First American would not have issued this report but for the limitation of liability described above. First American makes no representation or Warranty as to the legality or propriety of recipient's use of the information herein.

NOTE: On the above tax amount(s), there may also be due an amount for interest, penalty and collection fee.

Legal Description of Property:

Land situated in the City of Novi, County of Oakland, State of Michigan, is described as follows:

PARCEL 1:

Part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant South 00 degrees 19 minutes 49 seconds East 877.92 feet and South 90 degrees 00 minutes 00 seconds East 50 feet from the Northwest Section corner; thence South 90 degrees 00 minutes 00 seconds East 106.62 feet; thence South 00 degrees 00 minutes 00 seconds East 164 feet; thence South 52 degrees 31 minutes 26 seconds East 37.80 feet; thence South 90 degrees 00 minutes 00 seconds East 130 feet; thence South 00 degrees 00 minutes 00 seconds East 184.98 feet; thence South 90 degrees 00 minutes 00 seconds East 5 feet; thence South 00 degrees 00 minutes 00 seconds East 63.02 feet; thence North 90 degrees 00 minutes 00 seconds West 13 feet; thence North 00 degrees 00 minutes 00 seconds West 63.06 feet; thence North 90 degrees 00 minutes 00 seconds West 256.48 feet; thence North 00 degrees 19 minutes 49 seconds West 371.94 feet to the point of beginning.

PARCEL 2:

Part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, beginning at a point distant South 00 degrees 19 minutes 49 seconds East 1440.12 feet from the Northwest Section corner; thence South 90 degrees 00 minutes 00 seconds East 305.38 feet; thence North 00 degrees 00 minutes 00 seconds West 127.09 feet, thence South 90 degrees 00 minutes 00 seconds East 277.34 feet; thence along curve to the right, radius 15.05 feet, chord bears North 39 degrees 16 minutes 37 seconds East 23.25 feet, distant of 26.57 feet; thence South 90 degrees 00 minutes 00 seconds East 348.95 feet; thence North 00 degrees 00 minutes 00 seconds East 59.51 feet, thence South 89 degrees 23 minutes 02 seconds East 399.93 feet; thence South 00 degrees 36 minutes 58 seconds West 1409.63 feet; thence North 89 degrees 34 minutes 38 seconds West 554.26 feet; thence North 00 degrees 19 minutes 49 seconds West 156.00 feet; thence North 89 degrees 34 minutes 38 seconds West 180.07 feet, thence North 00 degrees 00 minutes 04 seconds West 515.53 feet, thence South 90 degrees 00 minutes 00 seconds West 27.76 feet; thence North 00 degrees 00 minutes 07 seconds West 481.77 feet; thence North 90 degrees 00 minutes 00 seconds West 567.85 feet, thence North 00 degrees 19 minutes 49 seconds West 50.54 feet to beginning.