

Conceptual Review Agenda

Meetings hosted via Zoom Web Conferencing

Review Date

5/11/2023 10:15 AM

Project Name

High Pointe PUD Minor Subdivision
CDR230034

Applicant

Gayle Close
513-260-5675
closecall97@gmail.com

Description

This is a request for a replat of existing properties that are part of the High Point PUD. (Parcels # 9736231001, 9736342003). The proposal is to replat portions of the existing HOA landscaping tracts to expand the adjacent residential lots. The site is approximately 0.25 miles east of S College Ave. and approximately 0.48 miles north of E Harmony Rd. The property is within the Low Density Residential District (R-L) zone district and would be subject to a Minor Subdivision review.

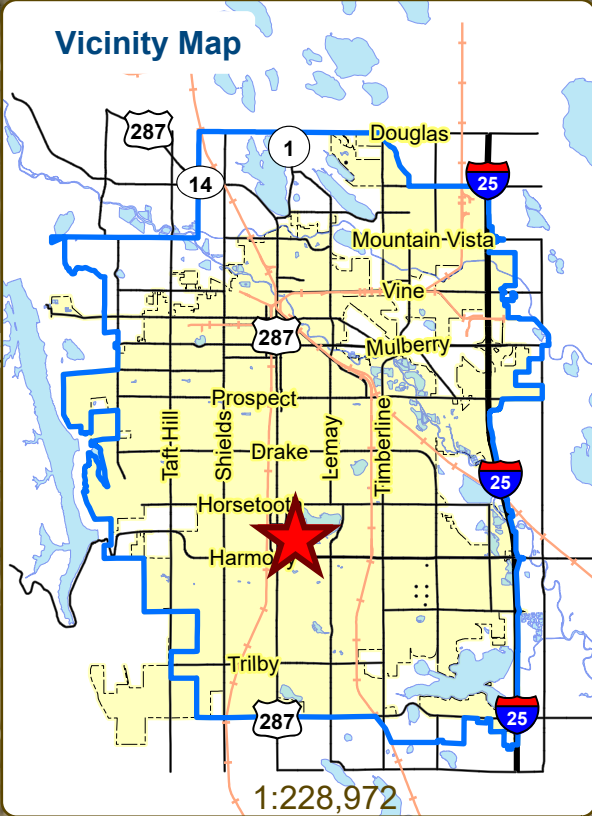
Planner: Katelyn Puga

Engineer: John Gerwel

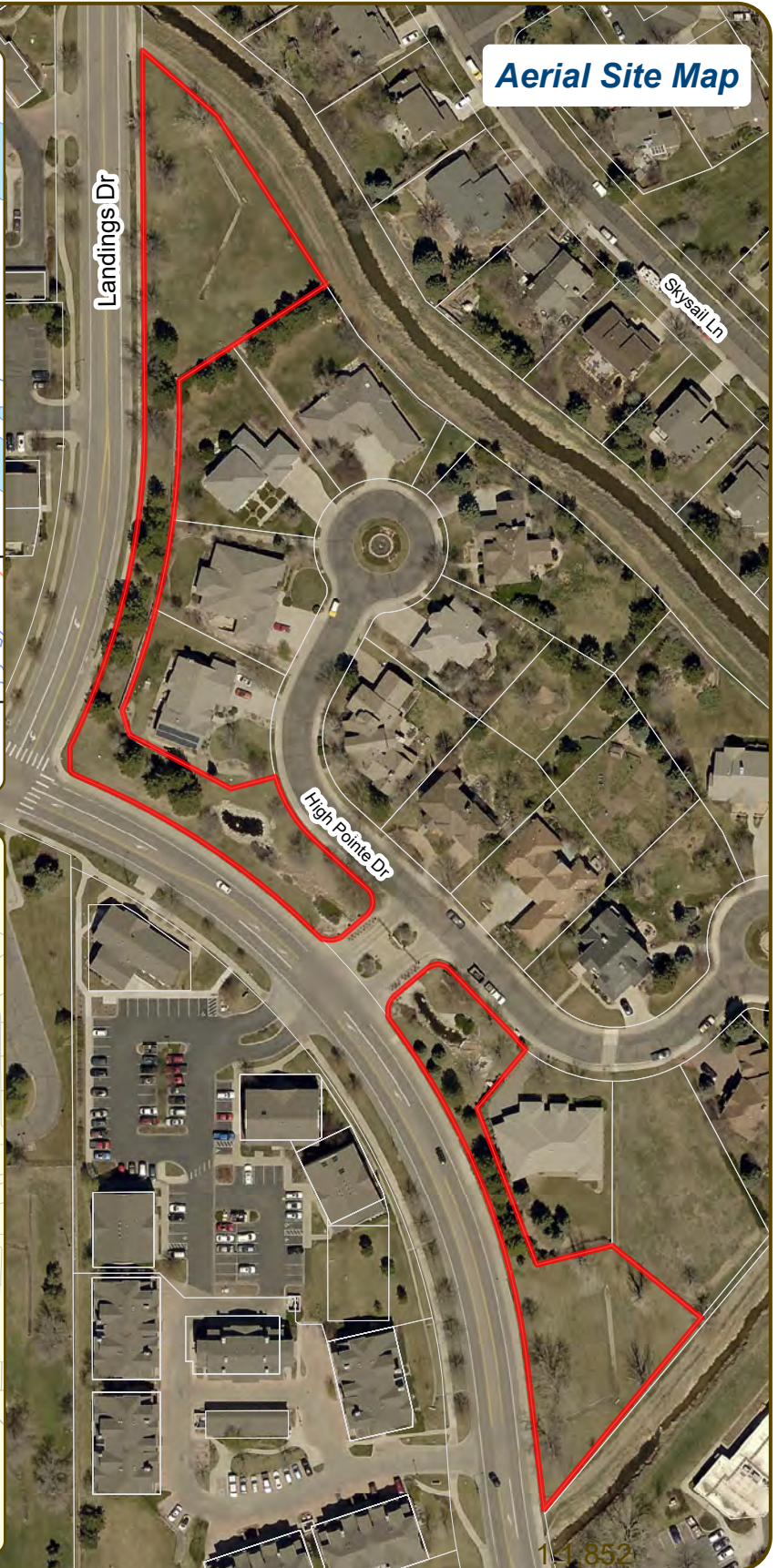
DRC: Tenae Beane

High Pointe PUD Minor Subdivision Minor Subdivision

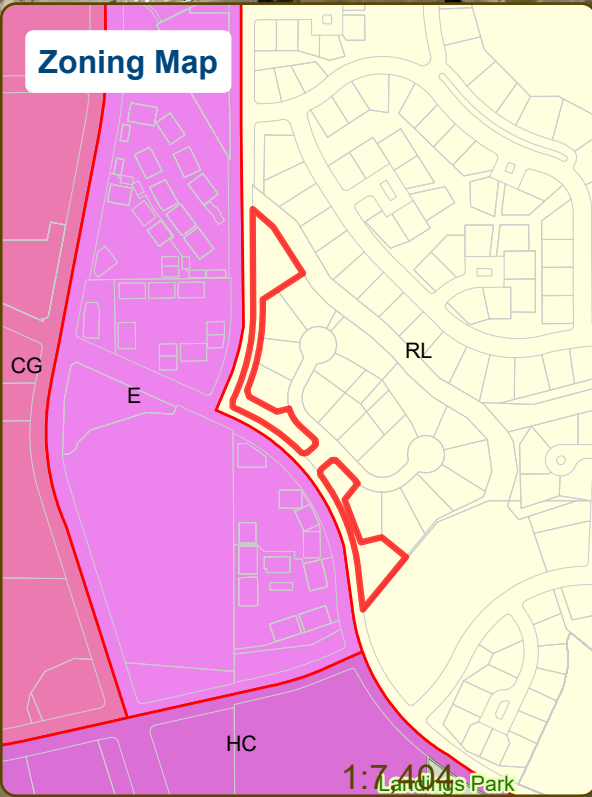
Vicinity Map



Aerial Site Map



Zoning Map



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CONCEPTUAL REVIEW: APPLICATION

General Information

All proposed development projects begin with Conceptual Review. Anyone with a development idea can schedule a Conceptual Review meeting to get feedback on prospective development ideas. At this stage, the development idea does not need to be finalized or professionally presented. However, a sketch plan and this application must be submitted to City Staff prior to the Conceptual Review meeting. The more information you are able to provide, the better feedback you are likely to get from the meeting. Please be aware that any information submitted may be considered a public record, available for review by anyone who requests it, including the media. The applicant acknowledges that they are acting with the owner's consent.

Conceptual Reviews are scheduled on three Thursday mornings per month on a "first come, first served" basis and are a free service. One 45 meeting is allocated per applicant and only three conceptual reviews are done each Thursday morning. A completed application must be submitted to reserve a Conceptual Review time slot. Complete applications and sketch plans must be submitted to City Staff on Thursday, no later than end of day, two weeks prior to the meeting date. Application materials must be e-mailed to currentplanning@fcgov.com. If you do not have access to e-mail, other accommodations can be made upon request.

At Conceptual Review, you will meet with Staff from a number of City departments, such as Community Development and Neighborhood Services (Zoning, Current Planning, and Development Review Engineering), Light and Power, Stormwater, Water/Waste Water, Advance Planning (Long Range Planning and Transportation Planning) and Poudre Fire Authority. Comments are offered by staff to assist you in preparing the detailed components of the project application. There is no approval or denial of development proposals associated with Conceptual Review. At the meeting you will be presented with a letter from staff, summarizing comments on your proposal.

BOLDED ITEMS ARE REQUIRED *The more info provided, the more detailed your comments from staff will be.*

Contact Name(s) and Role(s) (Please identify whether Consultant or Owner, etc) _____

Gayle Close, High Pointe HOA homeowner and HOA board member

Business Name (if applicable) High Pointe PUD (please refer to plat for High Pointe PUD)

Your Mailing Address 330 High Pointe Drive

Phone Number 513-260-5675 Email Address closecall97@gmail.com

Site Address or Description (parcel # if no address) High Pointe HOA PUD, 17 home neighborhood at the corner of Landings Drive and Boardwalk Drive

Description of Proposal (attach additional sheets if necessary) HOA would like to sell land they own near lots 1,2,3 and 18 to the owners of these lots but the neighbors need to make sure they can move back the fence to near the sidewalks of Landings Dr. and Boardwalk Dr. in order to incorporate the land into their yards

Proposed Use Homeowner Fenced yard Existing Use HOA common area with HOA fence

Total Building Square Footage n/a S.F. Number of Stories 6 ft Lot Dimensions see map

Age of any Existing Structures about 30 year old fence

Info available on Larimer County's Website: http://www.co.larimer.co.us/assessor/query/search.cfm If any structures are 50+ years old, good quality, color photos of all sides of the structure are required for conceptual.

Is your property in a Flood Plain? [] Yes [x] No If yes, then at what risk is it? _____

Info available on FC Maps: http://gisweb.fcgov.com/redirect/default.aspx?layerTheme=Floodplains.

Increase in Impervious Area none, to my knowlegde S.F. (Approximate amount of additional building, pavement, or etc. that will cover existing bare ground to be added to the site)

Suggested items for the Sketch Plan:

Property location and boundaries, surrounding land uses, proposed use(s), existing and proposed improvements (buildings, landscaping, parking/drive areas, water treatment/detention, drainage), existing natural features (water bodies, wetlands, large trees, wildlife, canals, irrigation ditches), utility line locations (if known), photographs (helpful but not required). Things to consider when making a proposal: How does the site drain now? Will it change? If so, what will change?

Explanation of Proposal to Project Development for the City of Fort Collins

Explanation of Map: Please refer to attached map and HOA plat. If the HOA sells their commons area land shown in blue on the map, to the adjacent lots 1,2,3, and 18, can the owners then relocate the fence line near the sidewalks of Landings and Boardwalk? Approximate location of the new fence line is in green. This is a conceptual map for explanation and not meant to be precise in its calculations. The permanent 30-foot easement on Landings, temporary easements on Boardwalk, etc., seemed above comprehension as to whether or not the fence line can be relocated to near the sidewalk. An answer to this question is greatly appreciated.

What benefit is achieved if the HOA sells this land to the homeowners?

High Ponte HOA is an approximately 30-year-old neighborhood of only 17 homes with a huge infrastructure burden that is end of life and failing. Many residents are on a fixed retirement income. Our neighborhood is responsible for maintaining our road, two retention basins, and a huge commons area.

We have been overspending our budget the majority of recent years due to dead and dying trees needing to be removed, irrigation breaks, rising electric and water costs, and needed road repairs including a drainage problem recently made worse by sealing and patching our road to extend its life. We are like an old home where one must choose between fixing the broken HVAC or the leaking roof.

The HOA also owns, and is responsible for the unstable, broken perimeter wooden fence that needs to be completely replaced. Research has already been done to decide the legality of the HOA selling this land to the homeowners. **Homeowners would love to buy this land ONLY if they can move the fence close to the sidewalk per city regulations (maximum 6 feet high, etc.) so that it becomes part of their yards.** This sale would relieve the HOA of a huge financial burden of replacing the fence, irrigating the land, and mowing it throughout the growing season. It would infuse cash into our HOA for other very needed projects.

Our legal counsel has given us a path to going about the land sale. They could not with certainty discern if the fence could be moved near the sidewalks of Boardwalk and Landings. In the interest of keeping legal costs to a minimum, I am trying to get an answer to this question without their help. The visual triangle would have to be respected at the corner of Landings and Boardwalk, a survey likely done, the plat changed, location of present trees respected, and irrigation rerouted among other details.

The aesthetics of the fence would still be under the architectural control committee to be “harmonious with the neighborhood”, earthtones, and high quality. A company that builds beautiful tilt up stucco is being looked at as a very aesthetic option. Some neighbors feel strongly about having a more fire-resistant fence than a wooden fence. Moving the fence back would also allow homeowners to create a safer, more fire resistant area in their back yards if they chose to. With unburdening the HOA with the fence replacement, giving the HOA some money from the land sale to fix the other infrastructure problems, make better use of this neglected land, unburden this area from the HOA for mowing and irrigation costs

Historic Precedent to the HOA selling land to homeowners:

When this neighborhood was initially built, the neighborhood decided to split lot number 11 and not build a home on it. Although it exists on the plat (another thing we need to correct!), lot 11 is really the back yard of lots 8,9, and 10.

Better use of the land:

The HOA has received complaints from neighbors that this commons area, especially off Landings is an area where people do not clean up after their dogs, people leave empty hard liquor bottles back there and other trash, and some have had strangers coming over the fence. They did not report this to the police.

The combination of the HOA being completely cash strapped, the precedent of the HOA selling land to homeowners, and the present poor use of the land by the HOA for any enjoyment of its members created the idea of the HOA selling the land to the homeowners in order to extend their back yards.

The enthusiasm of our new HOA board:

We have a mostly new board as of 2018 with fresh eyes on our daunting financial challenges. We are very focused on reducing water and electric costs while, at the same time, beautifying with replanting dead trees and converting to drip irrigation and more xeric plants.

I spearheaded a conversion of our Landings streetscape a couple of years ago coordinating with the forestry department of the city, the XIP program, and also Northern Water Conservancy. After endless volunteer hours, we added eight trees (approved by forestry) and converted the Landings streetscape to beautiful four season interest and less than 5% of the previous water usage of the prior struggling turf. We are on the path to making it a Plant Select demonstration garden. It took our HOA about 2 years to pay for the cost of this project of which most was covered by donations. A new fence here can be built to compliment this beautiful, newly landscaped area.

We have a water feature on our HOA property that broke this summer. Endless volunteer hours have already been put into converting this water feature into a real sensation of beautiful plants that attract nature and uses less than 20% of prior electric use , and 3 to 5 % of a night's irrigation. Efficiency Works has given us a generous grant for this. To dry fill this would be exponentially more expensive than a repair that attracts wildlife and the big gorilla in the room of waste is irrigation....another project.

Presently, the board will angst over every \$100.00 we spend, and we DIY a great deal of HOA work but this is unsustainable. Any suggestions as to a path for this proposal will be greatly appreciated.

APPROXIMATE PROPOSED FENCE LOCATION

LAVINGS DR

BOARDWALK DRIVE

Area: 10,829.20 ft²
Perimeter: 932.83 ft

Area: 1,804.04 ft²
Perimeter: 325.85 ft



SPEED
LIMIT
25





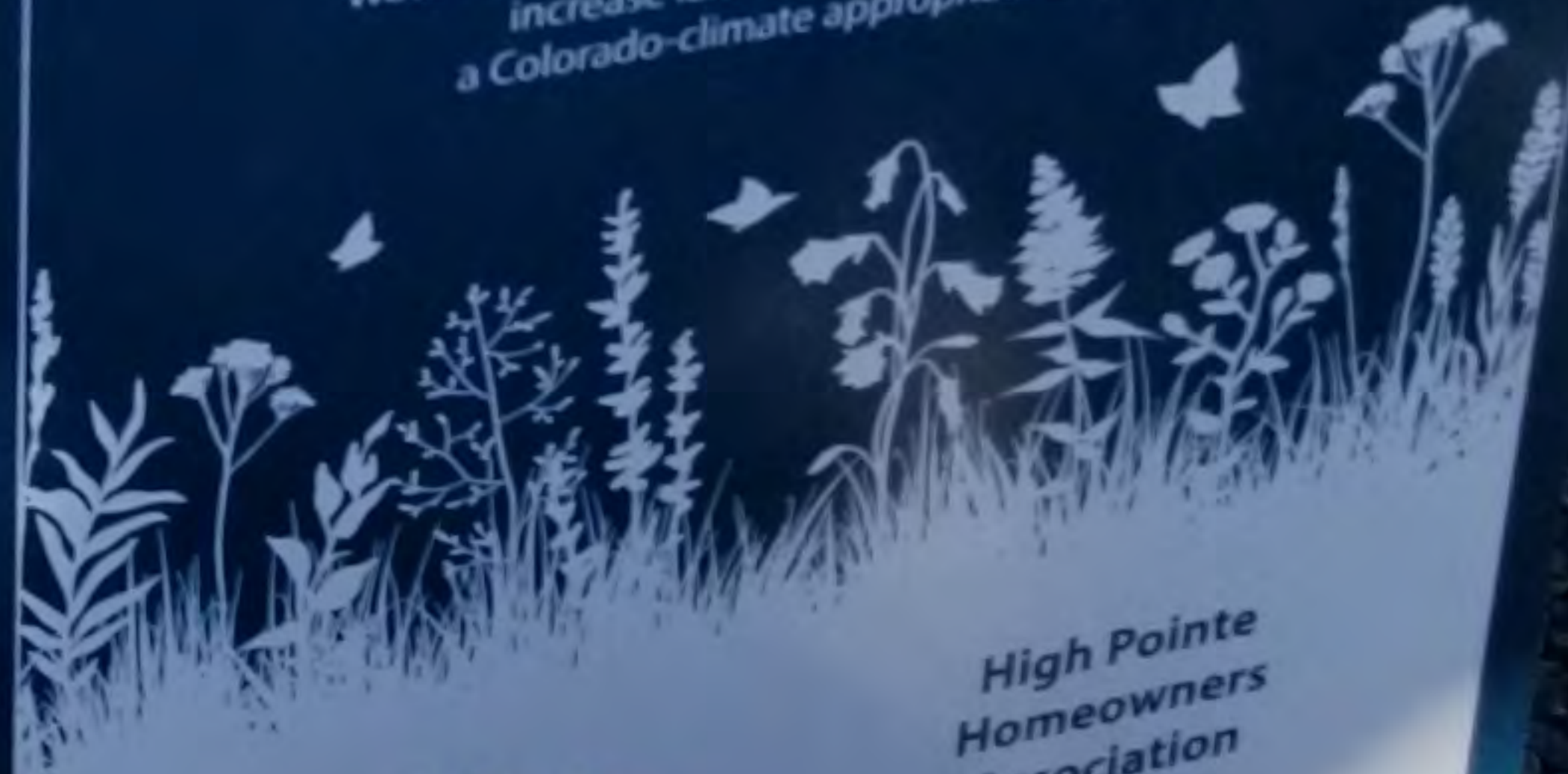
AHEAD



The Water-Efficient Landscape Grant Program

In collaboration with Northern Water, High Pointe HOA converted a narrow turf strip with inefficient overhead spray irrigation to a water-wise demonstration garden with drip irrigation.

Water-wise plantings maximize outdoor water savings, increase landscape beauty, and create a Colorado-climate appropriate landscape.



High Pointe Homeowners Association
Helping create water-wise, Colorado-friendly landscapes and educating the public about their many benefits.
Learn more at www.northernwater.org

HIGH POINTE P.U.D.

LOCATED IN THE SE. 1/4 OF THE NW. 1/4 AND THE NE. 1/4 OF THE SW. 1/4 OF SECTION 36, T. 7 N., R. 69 W. OF THE 6th P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.

F. & S. ASSOCIATES, A Colorado Partnership
By: Fairfield Companies, Inc. General Partner
By: Super Group, Inc. General Partner
By: Kenneth M. Slyziuk President
By: Larry Kendall President

STATE OF COLORADO) ss
COUNTY OF Larimer) ss
The foregoing instrument was acknowledged before me this 19th day of September, 1989, by Kenneth M. Slyziuk as President of Fairfield Companies, Inc.

STATE OF COLORADO) ss
COUNTY OF Larimer) ss
The foregoing instrument was acknowledged before me this 19th day of September, 1989, by Larry Kendall as President of Super Group, Inc.

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STATEMENT OF OWNERSHIP, SUBDIVISION AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owners and proprietors of all the following described land, to-wit:

All that portion of the Southeast One-Quarter of the Northwest One-Quarter and of the Northeast One-Quarter of the Southwest One-Quarter of Section 36, Township 7 North, Range 69 West, of the 6th P.M., Larimer County, Colorado, more particularly described as follows:

Containing the South line of said Northwest One-Quarter of Section 36 as bearing South 89° 57' 01" West and with all bearings contained herein relative thereto.

Commencing at the Southeast corner of said Northwest One-Quarter of Section 36; Thence along said South line of the Northwest One-Quarter of Section 36 South 89° 57' 01" West 436.97 feet to the Westerly line of "The Landings Fifth Filing, a Planned Unit Development, City of Fort Collins, Colorado," South 89° 57' 01" West 88.20 feet; Thence continuing along said South line of the Northwest One-Quarter of Section 36 and along the Northerly line of "The Third Replat of the Landings P.U.D., Filing Four, Fort Collins, Colorado," South 89° 57' 01" West 88.20 feet; Thence leaving said Northerly line of the Northwest One-Quarter of Section 36 and continuing along said Northerly line of "The Third Replat of the Landings P.U.D., Filing Four" the following two (2) courses and distances: (1) South 67° 37' 37" West 178.13 feet; (2) South 39° 23' 37" West 375.69 feet to the Easterly line of the Permanent Boardwalk Drive Right-of-Way Easement as described and recorded in Book 2233, Page 1788, records of said County and a point on a curve to the right having a central angle of 018° 59' 56" and a radius of 560.00 feet (a radial line through said point bears South 81° 29' 38" West); Thence along said Easterly line and along the arc of said curve Northwesterly 19.54 feet to the end of said curve; Thence continuing along said Easterly line and tangent from said curve North 08° 34' 12" West 26.41 feet to the beginning of a tangent curve to the right, having a central angle of 210° 10' 46" and a radius of 15.00 feet; Thence continuing along said Easterly line and along the arc of said curve Northwesterly 6.59 feet to the end of said curve and to the West line of said Southeast One-Quarter of the Northwest One-Quarter of Section 36; Thence along said West line North 00° 17' 32" West 20.82 feet to the Easterly line of the Landings Drive Permanent Right-of-Way Easement as described and recorded in Book 2233, Page 1788, records of said County; Thence along said Easterly line North 25° 48' East 21.46 feet to the beginning of a tangent curve to the left having a central angle of 24° 43' 20" and a radius of 644.00 feet; Thence continuing along said Easterly line and along the arc of said curve Northwesterly 277.88 feet to the end of said curve; Thence continuing along said Easterly line and tangent from said curve North 09° 17' 32" West 404.64 feet to the Southeasterly line of "The Landings Second Filing, a Planned Unit Development, City of Fort Collins, Colorado;" Thence along said Southeasterly line the following five (5) courses and distances: (1) South 50° 49' 32" East 187.68 feet; (2) South 49° 45' 32" East 22.28 feet; (3) South 50° 40' 32" East 236.05 feet; (4) South 44° 05' 32" East 240.97 feet; (5) South 59° 29' 32" East 185.50 feet; Thence leaving said Southeasterly line South 41° 01' 27" East 124.68 feet to said Easterly line of "The Landings Fifth Filing;" Thence along said Easterly line the following three (3) courses and distances: (1) South 28° 47' 20" East 35.00 feet; (2) South 08° 21' 21" East 96.83 feet; (3) South 18° 13' 25" West 99.08 feet to the TRUE POINT OF BEGINNING.

The above described tract contains 12.15 acres, more or less, and is subject to all easements and rights-of-way now on record or existing or as indicated on this plat.

Have caused the same to be subdivided into lots, tracts and streets as shown on this plat known as HIGH POINTE P.U.D., City of Fort Collins, Larimer County, Colorado, and do hereby dedicate and convey to and for public use, forever hereafter, the easements as laid out and designated on this plat, provided however, that acceptance by the City of this dedication of easements does not impose upon the City a duty to maintain the easements so dedicated.

Witness my hand and official seal, this 22nd day of September, 1989.

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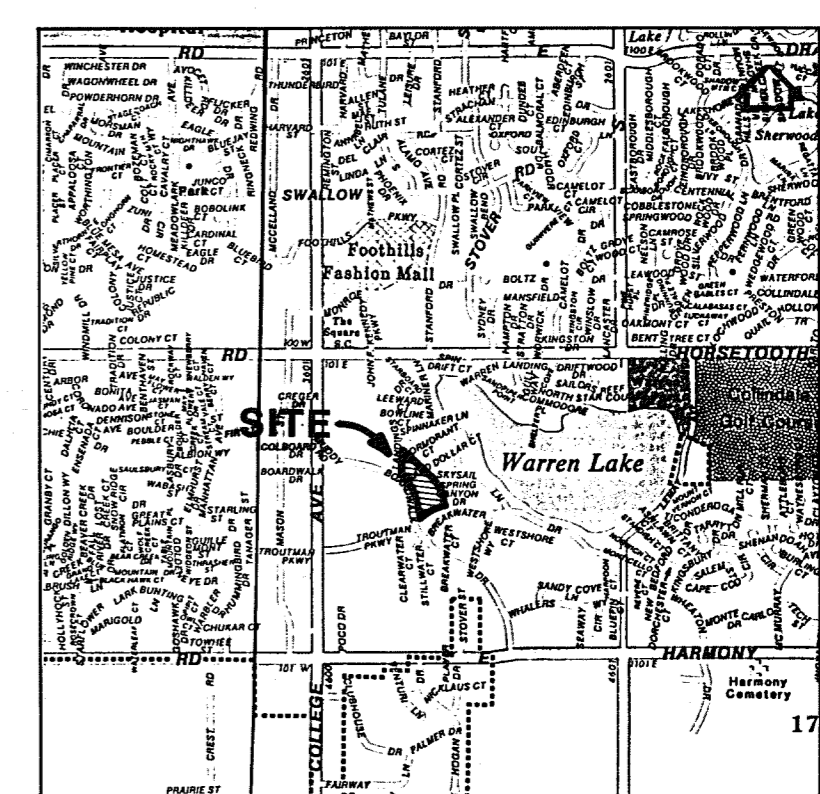
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Curve No.	Delta	Radius	Length	Chord	Ch. Bearing
A-1	20° 48' 41"	644.00'	233.92'	232.64'	N 65° 09' 52" W
A-2	04° 21' 05"	644.00'	48.91'	48.90'	S 42° 34' 59" E
A-3	08° 31' 51"	644.00'	48.91'	48.90'	S 58° 13' 54" E
A-4	28° 32' 55"	644.00'	332.12'	328.46'	N 21° 16' 54" W
B-1	01° 09' 58"	560.00'	11.40'	11.40'	N 07° 05' 25" W
B-2	00° 49' 58"	560.00'	8.14'	8.14'	N 08° 05' 23" W
B-3	22° 31' 25"	674.00'	284.98'	283.25'	N 109° 58' 10" W
C-1	07° 42' 18"	674.00'	80.64'	80.57'	S 03° 33' 37" W
C-2	06° 51' 42"	674.00'	80.72'	80.67'	S 10° 50' 38" W
C-3	07° 57' 24"	674.00'	93.60'	93.52'	S 18° 15' 11" W
D	85° 38' 56"	15.00'	22.42'	20.39'	S 87° 34' 18" E
E	85° 38' 56"	15.00'	22.42'	20.39'	S 06° 46' 08" W
F	86° 24' 26"	15.00'	22.62'	20.54'	N 87° 12' 13" W
G	97° 13' 51"	15.00'	25.46'	22.51'	N 00° 58' 39" E
H	74° 54' 40"	123.00'	180.87'	149.60'	N 10° 10' 57" W
H-1	32° 22' 03"	123.00'	88.48'	88.57'	S 51° 12' 33" E
H-2	42° 32' 37"	123.00'	91.33'	89.25'	N 06° 00' 05" E
J	74° 54' 40"	100.00'	130.75'	121.63'	S 10° 10' 57" E
K	74° 54' 40"	77.00'	100.67'	93.65'	S 10° 10' 57" E
L	58° 37' 51"	15.00'	15.35'	14.69'	N 02° 02' 33" W
M	297° 15' 44"	58.00'	300.92'	60.38'	N 62° 43' 37" W
M-1	38° 46' 15"	58.00'	39.25'	38.50'	N 11° 58' 21" W
M-2	46° 09' 43"	58.00'	46.73'	45.48'	N 30° 29' 38" E
M-3	39° 41' 54"	58.00'	64.48'	61.21'	N 59° 47' 46" W
M-4	14° 55' 33"	58.00'	15.11'	15.07'	N 55° 15' 51" W
M-5	74° 06' 50"	58.00'	75.03'	69.90'	N 10° 44' 39" W
M-6	59° 35' 29"	58.00'	60.32'	57.64'	N 56° 06' 30" E
N	85° 37' 51"	15.00'	15.35'	14.69'	N 02° 02' 33" W
P	90° 00' 00"	123.00'	193.21'	173.85'	N 89° 00' 00" W
P-1	06° 48' 46"	123.00'	14.63'	14.62'	S 47° 24' 23" E
P-2	38° 28' 54"	123.00'	62.61'	61.07'	S 70° 03' 13" E
P-3	28° 19' 21"	123.00'	80.80'	60.18'	N 78° 32' 40" E
Q	18° 23' 00"	100.00'	35.17'	35.05'	N 54° 11' 30" W
Q	90° 00' 00"	100.00'	157.08'	141.42'	S 89° 00' 00" E
R	90° 00' 00"	77.00'	120.95'	108.89'	S 89° 00' 00" E
S	58° 37' 51"	15.00'	15.35'	14.69'	N 02° 02' 33" W
T	297° 15' 44"	58.00'	300.92'	60.38'	N 62° 43' 37" W
T-1	22° 29' 52"	58.00'	22.77'	22.63'	S 01° 22' 56" E
T-2	59° 33' 00"	58.00'	56.23'	54.06'	S 37° 38' 30" W
T-3	46° 18' 29"	58.00'	48.87'	47.44'	S 89° 33' 14" W
T-4	59° 13' 25"	58.00'	64.48'	61.21	

TRI-CONSULTANTS, INC.
7500 W. MISSISSIPPI AVE.
DENVER, COLORADO 80226
503 REMINGTON STREET
FORT COLLINS, COLORADO 80524

EXHIBIT "A"

**LANDINGS DRIVE PERMANENT RIGHT-OF-WAY EASEMENT:
 THIRTY-FOOT WIDE PERMANENT EASEMENT:
 AND TEN-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT
 (The Jetty Condominiums; Osprey Incorporated)**

A PERMANENT RIGHT-OF-WAY EASEMENT over a portion of the east half of the northwest quarter of Section 36, Township 7 North, Range 69 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being described as follows:

Commencing at a point on the west line of the east half of the northwest quarter of said Section 36 from which the southwest corner of said east half lays S 00°17'32" E at a distance of 304.69 feet, said point being on the easterly right-of-way line of proposed Landings Drive; thence along said easterly right-of-way line the following five (5) courses:

- (1) On a non-tangent curve to the right having a delta of 64°44'29" and a radius being 15.00 feet, its chord bearing N 07°56'26" W, an arc length of 15.95 feet to a point of tangency;
- (2) thence along said tangent N 24°25'48" E, a distance of 5.11 feet to a point on the west line of said east half, said point also being the **TRUE POINT OF BEGINNING**;
- (3) thence continuing N 24°25'48" E, a distance of 21.46 feet to a point of curvature;
- (4) thence along a curve to the left having a delta of 24°43'20" and a radius of 644.00 feet, an arc length of 277.88 feet to a point of tangency, said point of tangency being 68.00 feet east of when measured at right angles from the west line of said east half;
- (5) thence N 00°17'32" W and parallel to said west line, a distance of 404.60 feet to a point on the southwesterly boundary line of The Plat of The Landings, Second Filing; thence along said southwesterly boundary line N 58°49'32" W, a distance of 88.08 feet to a southwesterly boundary corner of said The Plat of The Landings, Second Filing, said point also being the intersection with the westerly boundary line of Landings Drive as platted by said The Plat of The Landings, Second Filing, and being a point on the west line of said east half; thence S 00°17'32" E and along said east line, a distance of 749.42 feet to the **TRUE POINT OF BEGINNING**; **SUBJECT** to all easements and rights-of-way existing and/or of record; and containing 42,621 square feet, more or less.

AND A THIRTY-FOOT WIDE PERMANENT EASEMENT described as laying easterly of and adjacent to all of the above described easterly right-of-way line of proposed Landings Drive; **SUBJECT** to all easements and rights-of-way existing and/or of record; and containing 21,402 square feet, more or less.

AND A TEN-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT being described as laying easterly from and adjacent to the easterly right-of-way line of the above described Thirty-foot Wide Permanent Easement; **SUBJECT** to all easements and rights-of-way existing and/or of record.

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EXHIBIT "A"

**A PERMANENT BOARDWALK DRIVE RIGHT-OF-WAY EASEMENT;
 EIGHT-FOOT WIDE UTILITY EASEMENTS;
 AND THIRTY-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENTS
 (Ridge Venture and Jetty Condominiums - Osprey Inc.)**

A PERMANENT RIGHT-OF-WAY EASEMENT over a portion of the east half of the west half of Section 36, Township 7 North, Range 69 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being particularly described as follows:

Beginning at a point on a west line of the east half of the northwest quarter of said Section 36 from which the southwest corner of said east half lays S 00°17'32" E at a distance of 220.25 feet; thence N 00°17'32" W along said west line, a distance of 76.44 feet to a point on the northeasterly right-of-way line of the proposed Boardwalk Drive; thence along said northeasterly right-of-way line the following five (5) courses:

- (1) On a non-tangent curve to the left having a delta of 25°15'31" and a radius of 15.00 feet, its chord bearing S 52°56'26" E, an arc length of 6.61 feet to a point of tangency;
- (2) thence S 65°34'12" E along said tangent, a distance of 26.41 feet to a point of curvature;
- (3) thence on a curve to the right having a delta of 59°03'46" and a radius of 644.00 feet, an arc length of 663.86 feet to a point of tangency;
- (4) thence S 06°30'26" E along said tangent, a distance of 115.24 feet to a point of curvature;
- (5) thence on a curve to the left having a delta of 02°00'03" and a radius of 560.00 feet, an arc length of 19.58 feet to a point on the northwesterly boundary line of The 1st Replat of the Landings P.U.D. Filing 4, said point also being the intersection with the easterly right-of-way line of Boardwalk Drive as platted by said The 1st Replat of the Landings P.U.D. Filing 4;

thence S 39°23'37" W and along said northwesterly boundary line, a distance of 34.38 feet; thence S 62°04'12" W and along said northwesterly boundary line, a distance of 56.33 feet to the point of intersection with the westerly right-of-way line of said Boardwalk Drive; thence along the southwesterly right-of-way of proposed Boardwalk Drive right-of-way the following four (4) courses:

- (1) thence on a non-tangent curve to the right having a delta of 05°44'37" and a radius of 640.00 feet, its chord bearing N 09°22'45" W, an arc length of 64.16 feet to a point of non-tangency;
- (2) thence N 00°33'44" W, a distance of 115.80 feet;
- (3) thence on a non-tangent curve to the left having a delta of 59°03'46" and a radius of 576.00 feet, its chord bearing N 36°02'19" W, an arc length of 593.76 feet to a point of tangency;
- (4) thence N 65°34'12" W along said tangent, a distance of 0.84 feet to the Point of Beginning;

SUBJECT to all easements and rights-of-way existing and/or of record; containing 56,141 square feet, more or less.

AND EIGHT-FOOT WIDE UTILITY EASEMENTS described as laying northeasterly of and adjacent to the above described northeasterly right-of-way of said proposed Boardwalk Drive, and also being described as laying southwesterly of and adjacent to the above described southwesterly right-of-way line of the proposed Boardwalk Drive right-of-way; **SUBJECT** to all easements and rights-of-way existing and/or of record; containing 12,639 square feet, more or less.

AND THIRTY-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENTS described as laying northeasterly of and adjacent to the northeasterly right-of-way line of the above described northeasterly Eight-foot Wide Utility Easement, and being described as laying southwesterly of and adjacent to the southwesterly right-of-way line of the above described southwesterly Eight-foot Wide Utility Easement; **SUBJECT** to all easements and rights-of-way existing and/or of record.