
THE VILLAGE OF BLOOMINGDALE

DUPAGE COUNTY, ILLINOIS

ORDINANCE

NUMBER 2022-29

AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN REAL ESTATE OWNED BY THE VILLAGE OF BLOOMINGDALE (SPRINGFIELD POINTE BIKE PATH)

FRANCO A. COLADIPIETRO, Mayor

PAMELA HAGER, Village Clerk

VINCE ACKERMAN
WILLIAM BELMONTE
BILL BOLEN
FRANK BUCARO
PATRICK SHANNON
JUDI VON HUBEN

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 13th day of June, 2022

ORDINANCE NO. 2022-29

**AN ORDINANCE
AUTHORIZING THE TRANSFER OF CERTAIN REAL ESTATE
OWNED BY THE VILLAGE OF BLOOMINGDALE
(SPRINGFIELD POINTE BIKE PATH)**

WHEREAS, the Village of Bloomingdale (hereinafter referred to as "Village") is a Home Rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Illinois Constitution of 1970 provides that the Village President and Board of Trustees (collectively, the "Corporate Authorities") of a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt;

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Bloomingdale, as amended;

WHEREAS, the Village is the owner of a parcel of property commonly known as the East Side of Knollwood Drive North of Army Trail Road Intersection, Bloomingdale, Illinois, identified by Property Index Number 02-20-206-019 and legally described in Exhibit A, attached hereto and incorporated herein, (the "Subject Property") which was transferred to the Village by a certain Trustee's Deed, recorded on December 16, 2003 as Document Number R2003-473559 (the "2003 Transfer") and made subject to Easement Agreement dated October 4, 1982 and recorded July 14, 1983 as Document Number R83-02817;

WHEREAS, the 2003 Transfer to the Village was made in order to enable the then-developer of the property, Stratford Bloomingdale Partnership, an Illinois General Partnership, to satisfy the objectives of the proposed developments related to the Subject Property and comply with the Village Code and related requirements to the proposed developments as evidenced by the simultaneously executed Maintenance Agreement dated November 14, 2003 between LaSalle Bank National Association, as Trustee of Trust No. 115985 dated January 15, 1991 and Stratford Bloomingdale Partnership (the "Maintenance Agreement");

WHEREAS, on July 31, 2015, DB Walnut Grove LLC submitted plans to for approval of the Springfield Pointe Planned Development (the "Planned Development") which included the Subject Property;

WHEREAS, on June 13, 2016, the Village approved Ordinance No. 2016-23, which approved the Springfield Pointed Planned Development for the construction of 60 single family homes on 14.5 acres, which includes the Subject Property;

WHEREAS, pursuant to the Assignment and Assumption Agreement dated June 27, 2016 recorded on July 19, 2016 as Document number R2016-073953, Stratford Bloomingdale Partnership, et al., assigned all right, title and interest in and to the certain Easement Agreement dated November 22, 2000 and the Maintenance Agreement to Stratford Commons Owner's Association, an Illinois not-for-profit corporation;

WHEREAS, on March 10, 2017 Stratford Commons Owner's Association was involuntarily dissolved as a legally recognizable entity under the laws of the State of Illinois;

WHEREAS, On September 11, 2017, the Village approved Ordinance No. 2017-36, which amended the setbacks to the previously approved plat of subdivisions for Springfield Pointe – Unit 1 and Springfield Point Unit 2, which such plans included the requirement to install a bike path throughout the related subdivision;

WHEREAS, On September 27, 2017, the Village Engineer approved the final engineering plans which included the requirement to improve the Subject Property with a bike path to become part of the shared common area within the Planned Development;

WHEREAS, pursuant to the Springfield Pointe Homeowners Association Declaration of Covenants dated September 29, 2017 (the "Declaration") recorded on the same as Document Number R2017-100873, Springfield Partners Group, LLC, as the Declarant thereto and current Developer of the approved Planned Development established certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the property within said Planned Development;

WHEREAS, as required by the Declaration, Springfield Pointe Homeowners Association (the "Association"), an Illinois Not-For-Profit Corporation, was incorporated on January 18, 2018, to take title to the common areas no later than the completion and occupancy of the last residential building within the Planned Development;

WHEREAS, as of approximately May 25, 2022, the required improvements to certain portions of the bike path have been completed within the boundaries of Springfield Pointe Unit 1 Subdivision and a portion of the bike path is expected to be completed within the boundary of Springfield Pointe Unit 2 Subdivision by the time the construction of the final residential building is completed;

WHEREAS, as of approximately May 25, 2022, nearly all residential buildings within the Planned Development have been constructed;

WHEREAS, the Corporate Authorities now find the contingency requirements, obligations, and overall purpose of the 2003 Transfer to be complete as memorialized in the aforementioned agreements, documents, and approvals;

WHEREAS, the Corporate Authorities recognizes the Association is to take title to all common areas of the Planned Development and thereafter become responsible for all upkeep, maintenance, landscaping, repairs and replacements and to otherwise keep the common areas in clean, healthful, and safe condition at the sole cost and expense of the Association;

WHEREAS, the Corporate Authorities find that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to or serve any viable use to the Village and that the transfer of the Property to the Association will eliminate burdensome maintenance cost, provide needed funds, and generate tax revenue for use in the general fund of the Village;

WHEREAS, the Corporate Authorities of the Village of Bloomingdale are of the opinion that the aforementioned transfer of the Subject Property to the Association is in the best interest of the public safety, health and welfare of the residents of the Village of Bloomingdale.

NOW, THEREFORE, BE IT ORDAINED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois, pursuant to the Village's Home Rule Powers, as follows:

Section One - Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section Two – Transfer of Subject Property

The Corporate Authorities hereby approves the Execution of the Quitclaim Deed transferring the Property from the Village of Bloomingdale to Springfield Pointe Homeowners Association, substantially in the form attached hereto and made a part hereof collectively as Exhibit B (hereinafter referred to as the "Quitclaim Deed").

Section Three – Authorization and Direction

The Village Administrator is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Quitclaim Deed, substantially in the form attached hereto as Exhibit B, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Quitclaim Deed.

Section Four - Other Actions Authorized

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution and recording of the Quitclaim Deed. The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Ordinance and otherwise to consummate the transaction contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five – Conditions to Transfer

The transfer of the Subject Property as provided for herein is subject to the Associations acknowledgement of the transfer which shall be evidenced by counter-signing the Quitclaim deed, and further subject to the Associations understanding and recognition that the Subject Property is subject all terms and conditions of applicable ordinances and regulations of the Village, including, without limitation, zoning ordinances, building codes, subdivision regulations and regulations concerning the construction and design of antennas and satellite stations; provided, however, the specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent that there may be any conflict.

Section Six - Penalty

Any person violating the terms and conditions of this Ordinance shall, following prior notice thereof by the Village to such offending person and such opportunity to correct such violation(s) as the Village may determine appropriate, be subject to a penalty not exceeding \$1,000.00, with each and every day that such violation of this Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other actions they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees of the Village.

Section Seven - Home Rule Preemption

This Ordinance represents an exercise of the home rule powers conferred upon the Village of Bloomingdale by the Constitution of the State of Illinois. This Ordinance is specifically intended to preempt state law pertaining to the extent permitted under the Constitution of the State of Illinois.

Section Eight – Effective Date:

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law; provided, however, this Ordinance shall not take effect until the Consent (a copy of which is attached hereto and made a part hereof as Exhibit C) is executed by the Association, thereby memorializing its agreement to be bound by the terms and conditions contained within this Ordinance. Such execution shall take place within forty-five (45) days after the passage and approval of this Ordinance or within such extension of time as may be granted by the Board of Trustees by motion prior to the expiration of said forty-five day (45) period. If the Consent is not executed within forty-five (45) days after passage and approval of this Ordinance or within an extension of time granted during said forty-five (45) day period, this Ordinance, at the sole discretion of the Corporate Authorities, shall be deemed void and of no force or effect.

Section Nine - Publication

This Ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten - Conflict Clause

That all ordinances or parts of ordinances in conflict with the terms of this Ordinance shall be repealed to the extent of said conflict.

Section Eleven– Saving Clause

If any section, paragraph, clause or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of the remaining provisions of the Village’s Municipal Code, which are hereby declared to be separable.

Section Twelve - Recording


This Ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

[Remainder of Page Intentionally Left Blank; Roll Call to Follow]

DECIDED pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Vince Ackerman			X	
William Belmonte	X			
Bill Bolen	X			
Frank Bucaro	X			
Patrick Shannon	X			
Judi Von Huben	X			
Franco A. Coladipietro (only if necessary)				
TOTAL	5	0	1	

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 13th day of June, 2022.



Franco A. Coladipietro
Village President

ATTEST:



Pamela S. Hager
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BIKE PATH

THAT PART OF LOT 2 IN STRATFORD ASSESSMENT PLAT NO. 16 IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1987 AS DOCUMENT NO. R87-145419 AND RE-RECORDED DECEMBER 8, 1987 AS DOCUMENT NO. R87-172475, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH $76^{\circ} 33' 36''$ EAST, RECORD BEING SOUTH $76^{\circ} 32' 36''$ EAST; ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 80.81 FEET, RECORD BEING 80.71 FEET, TO A POINT OF CURVATURE, THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, BEING ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 203.96 FEET, AN ARC DISTANCE OF 332.77 FEET, RECORD BEING 332.87 FEET, TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 297.05 FEET, RECORD BEING 297.14 FEET, AND A BEARING OF NORTH $56^{\circ} 41' 35''$ EAST, RECORD BEING NORTH $56^{\circ} 42' 13''$ EAST; THENCE NORTH $09^{\circ} 57' 02''$ EAST ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 98.71 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID NORTHERN LINE OF LOT 2, BEING ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 454.23 FEET, AN ARC DISTANCE OF 435.27 FEET TO A POINT OF COMPOUND CURVATURE. THE CHORD OF SAID ARC HAVING A LENGTH OF 418.81 FEET AND A BEARING OF NORTH $37^{\circ} 24' 10''$ EAST; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, BEING ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 225.44 FEET, AN ARC DISTANCE OF 150.07 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 147.31 FEET AND A BEARING OF NORTH $83^{\circ} 55' 30''$ EAST THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, BEING ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 156.52 FEET, AN ARC DISTANCE OF 187.61 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 176.58 FEET AND BEARING OF SOUTH $42^{\circ} 39' 56''$ EAST; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 2, BEING ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 808.64 FEET, AN ARC DISTANCE OF 684.24 FEET, RECORD BEING 684.25 FEET, TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 664.02 FEET, RECORD BEING 664.01 FEET, AND A BEARING OF SOUTH $15^{\circ} 54' 59''$ WEST, RECORD BEING SOUTH $15^{\circ} 54' 55''$ WEST THENCE SOUTH $40^{\circ} 09' 22''$ WEST ALONG SAID EASTERLY LINE OF LOT 2, A DISTANCE OF 106.43 FEET, RECORD BEING 106.44 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2, BEING ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 269.15 FEET, AN ARC DISTANCE OF 370.15 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 341.66 FEET AND A BEARING OF SOUTH $79^{\circ} 33' 13''$ WEST; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF LOT 2, BEING ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 217.77 FEET, AN ARC DISTANCE OF 139.12 FEET, TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 136.76 FEET AND A BEARING OF NORTH $79^{\circ} 20' 59''$ WEST; THENCE SOUTH $82^{\circ} 20' 58''$ WEST ALONG SAID SOUTHERLY LINE OF LOT 2, A DISTANCE OF 144.61 FEET, RECORD BEING 144.62 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH $00^{\circ} 00' 00''$ EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 25.22 FEET; THENCE NORTH $82^{\circ} 20' 58''$ EAST, 141.25 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 242.77 FEET AN ARC DISTANCE OF 155.09 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 152.46 FEET AND A BEARING OF SOUTH $79^{\circ} 20' 59''$ EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 244.15 FEET AN ARC DISTANCE OF 335.76 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 309.92 FEET AND A BEARING OF NORTH $79^{\circ} 33' 13''$ EAST; THENCE NORTH $40^{\circ} 09' 22''$ EAST, 106.43 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 783.64 FEET AN ARC DISTANCE OF 663.10 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 643.50 FEET AND A BEARING OF NORTH $15^{\circ} 54' 59''$ EAST; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 131.52 FEET, AN ARC DISTANCE OF 157.65 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 148.38 FEET AND A BEARING OF NORTH $42^{\circ} 39' 56''$ WEST; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE

SOUTH HAVING A RADIUS OF 200.44 FEET, AN ARC DISTANCE OF 133.42 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 130.97 FEET AND A BEARING OF SOUTH 83° 55' 30" WEST; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 429.23 FEET, AN ARC DISTANCE OF 411.31 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 395.76 FEET AND A BEARING OF SOUTH 37° 24' 10" WEST; THENCE SOUTH 09° 57' 02" WEST, 98.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 228.96 FEET AN ARC DISTANCE OF 373.53 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 333.46 FEET AND A BEARING OF SOUTH 56° 41' 35" WEST; THENCE NORTH 76° 33' 36" WEST, 74.84 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00° 00' 00" EAST ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 25.70 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B
QUITCLAIM DEED

This Instrument Prepared by:

Michael Castaldo III
1804 N. Naper Blvd. Ste. 350
Naperville, IL 60563

After Recording Return to:

Springfield Pointe Homeowners
Association
2400 Big Timber Rd, STE 105A
Elgin, IL 60124

MAIL TAX BILLS TO:

Springfield Pointe Homeowners
Association
2400 Big Timber Rd, STE 105A
Elgin, IL 60124

(For Recorder's Use Only)

QUITCLAIM DEED

THE VILLAGE OF BLOOMINGDALE, an Illinois municipal corporation located in DuPage County, State of Illinois (hereinafter referred to as "Grantor"), with a principal place of business located at 201 S. Bloomingdale Road, Bloomingdale IL, 60108, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid, the receipt and sufficiency of such consideration being hereby acknowledged, CONVEYS AND QUITCLAIMS to SPRINGFIELD POINTE HOMEOWNERS ASSOCIATION, a not-for-profit corporation duly organized under the laws of the State of Illinois (hereinafter referred to as "Grantee"), that certain real property being more particularly described, as follows (the "Property"):

Property Address: Springfield Pointe Bike Path

Permanent Index Number(s): 02-20-206-019

Legal Description:

THAT PART OF LOT 2 IN STRATFORD ASSESSMENT PLAT NO. 16 IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1987 AS DOCUMENT NO. R87-145419 AND RE-RECORDED DECEMBER 8, 1987 AS DOCUMENT NO. R87-172475, DESCRIBED AS FOLLOWS:

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EXHIBIT C

CONSENT

The undersigned, Jeff Pelock, as representative of Springfield Pointe Homeowners Association, having read a copy of the Ordinance, do hereby accept, concur, and agree to accept title to and hereinafter maintain the Subject Property in accordance with the terms and conditions stated in the Ordinance. This consent shall be binding upon all parties in interest and all successors and assigns to the Subject Property.

DATED this 27th day of June, 2022.

[Signature]
Springfield Pointe Homeowners Association

By: [Signature]

Its: [Signature]

SUBSCRIBED AND SWORN to before me
this 27th day of June, 2021.

[Signature]
Notary Public

(SEAL)

