



70 2016 00296594

Kent County  
Betty Lou McKenna  
Recorder of Deeds  
Dover, DE 19901

Instrument Number: 2016-296594

Recorded On: May 25, 2016

As-Miscellaneous Without Notation

Parties: INDEPENDENCE COMMONS

To INDEPENDENCE COMMONS

# of Pages: 18

Comment:

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Miscellaneous Without Notation	201.00
# of Pages	17
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Total:	201.00

*I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,*

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

Document Number: 2016-296594  
Receipt Number: 360913  
Recorded Date/Time: May 25, 2016 08:39:10A  
Book-Vol/Pg: BK-RE VL-8104 PG-278  
User / Station: C Yerkes - Cashier 3

**Record and Return To:**

CITY OF MILFORD  
10 SE 2ND STREET  
MILFORD DE 19963



*Betty Lou McKenna*

**Tax Parcel #** MD-16-173.00-01-20.00-000; MD-16-173.00-01-02.24-000;  
MD-16-173.00-01-02.23-000; MD-16-173.00-01-02.22-000;  
MD-16-173.00-01-02.21-000; MD-16-173.00-01-02.20-000;  
MD-16-173.00-01-02.19-000; MD-16-173.00-01-02.18-000;  
MD-16-173.00-01-02.17-000; MD-16-173.00-01-02.16-000;  
MD-16-173.00-01-02.15-000; MD-16-173.00-01-02.14-000;  
MD-16-173.00-01-02.13-000; MD-16-173.00-01-02.12-000;  
MD-16-173.00-01-02.11-000; MD-16-173.00-01-02.10-000;  
MD-16-173.00-01-02.09-000; MD-16-173.00-01-02.08-000;  
MD-16-173.00-01-02.07-000; MD-16-173.00-01-02.06-000;  
MD-16-173.00-01-02.05-000; MD-16-173.00-01-02.03-000;  
MD-16-173.00-01-02.02-000; MD-16-173.00-01-02.01-000;  
MD-16-173.00-01-02.00-000

**Prepared By & Return To:**  
**City of Milford**  
**201 S Walnut Street**  
**Milford, DE 19963**



**RESOLUTION 2016-05**

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**Independence Commons in the City of Milford, Kent County, Delaware**

WHEREAS, in 1998, the City of Milford (“City”) purchased and subdivided 211 +/- acres of property on the north and south sides of County Road 409 (Airport Road and east side of State Route 15 (Canterbury Road) for economic development benefits; and

WHEREAS, the City of Milford initially sold the property for \$24,000 an acre with appraisals of the properties completed in 2006, 2008 and 2016; and

WHEREAS, it is deemed to be in the best interest of the City of Milford and its taxpayers to sell the land in accordance with its most recent assessment; and

WHEREAS, as the owner of the subdivision and infrastructure shown and described in Exhibit B, attached hereto, and known as Independence Commons (“property”), the City intends that this property continue to provide employment opportunities and economic benefits to all City residents; and

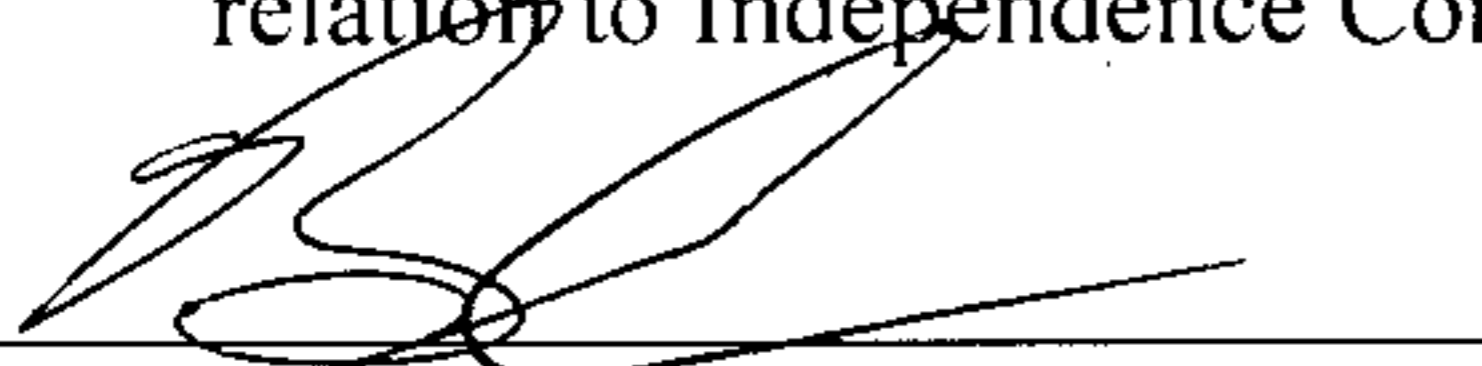
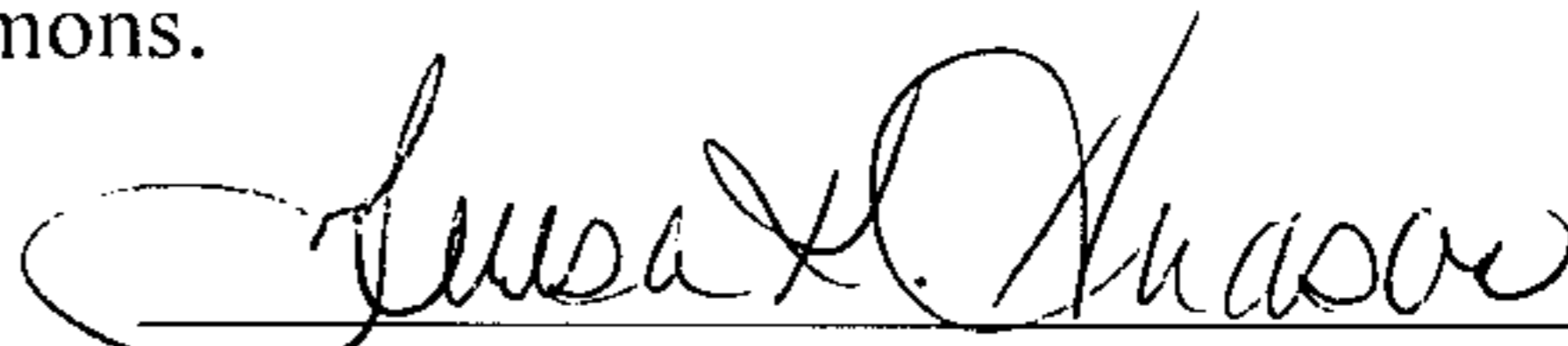
WHEREAS, the City desires to create, establish, preserve and maintain a unified commercial development upon the property and finds it appropriate to subject the property to certain easement, covenants and other restrictions for the orderly development and operation of the property and mutual benefit of all owners of the property as a unified commercial development, regardless of time of purchase or zoning district; and

WHEREAS, the City deems it desirable and in the best interest of all present and future owners of the property and all portions thereof, to subject the property to this Declaration.

NOW, THEREFORE, the City hereby declares that the real property described in Exhibit B, effective March 14, 2016, is and will be held, conveyed, acquired and encumbered subject to the terms and provisions of the Declaration, all of which shall run with the land and binds any respective successors, heirs and assigns.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Milford:

- 1) City Council approves the Declaration of Covenants, Conditions, Restrictions and Easements attached as Exhibit A.
- 2) This Resolution shall supersede Resolutions passed by the majority of City Council on February 13, 2006, March 12, 2007 and September 22, 2008 in relation to Independence Commons.

  
\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
City Clerk

Adopted: March 14, 2016

## **EXHIBIT A**

### **Declaration of Covenants, Conditions, Restrictions and Easements**

#### **Article 1**

##### **OC – 1 Office Complex District**

- A. The Property is zoned OC-1. The purpose of an OC-1 Office Complex District shall be to provide locations for the development of general and professional offices and office parks in areas of high accessibility and visibility. Also, this district will facilitate the expansion of the City's service industries in attractive environments.
- B. The Property shall be developed in accordance with this declaration and the terms of the OC-1 zoning district that are in place at the time the Property is purchased. The City shall provide a copy of the OC-1 regulations to the purchaser prior to settlement.

#### **Article 2**

##### **Sign Requirements**

- A. Each office structure may have one sign which pertains only to the permitted use on the premises and shall indicate only the name, insignia and/or address of the use.
- B. Wall signs must be integral with or attached flat against the building. (The sign must face the major thoroughfare that the property abuts).
- C. The monument signs for this development shall incorporate architectural features and colors common to the buildings. Monument signs shall include individually mounted reverse pan channel letters with internal lighting. Metal cabinets with white Plexiglas shall not be allowed. All signs shall require separate sign permit review and approval.
- D. Signs allowed under this section may be a maximum of fifty (50) square feet and may only be indirectly illuminated with non-color light, shall not be

flashing or moving, shall be constructed of stone or brick. Signs constructed of other material will be reviewed and approved by the City Planner and the Planning Commission for conformance and architectural appearance with the Independence Commons concept. No more than 5% of the façade may be used for additional signage.

- E. One free standing directional sign of no more than two (2) square feet may be hung at the office driveway entrance.
- F. Signs may not overhang the street right-of-way nor otherwise obstruct or impair the safety of pedestrians or motorists.
- G. Portable signs and commercial vehicles serving as portable signs are prohibited.

### **Article 3** Easements

- A. Easements to Facilitate Construction, Installation and Maintenance. The City of Milford hereby reserves to itself and its successors and assigns, a non-exclusive blanket easement over and through each lot twenty-five (25) feet of any boundary line of such lot to the extent such boundary line runs along any roadway or the 100 year flood plain, and otherwise fifteen (15) feet of any boundary line of such lot, for all purposes reasonably related to the development, installation, completion, maintenance and operation On Community Features on the Property, including without limitation: temporary slope and construction easements; and drainage, erosion control and storm and sanitary sewer easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonable necessary; provided, however, that thereafter The City of Milford shall cause to be restored the affected area as near as practicable to its original condition; easements for the storage (in a slightly manner) of reasonable supplies of building materials and equipment necessary to complete, repair, operation or maintain such Community Features; and easements for the construction,

installation, and Upkeep of improvements (e.g. structures, landscaping, street lights, signage, sidewalks, etc.) on the Property or reasonably necessary to serve the Property.

- B. Storm water Management Easement. The City Of Milford hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve easements over and through each lot within twenty-five (25) feet of any boundary line of such lot to the extent such boundary line runs along any roadway or the 100 year flood plain, and fifteen (15) feet of all other boundary lines of such lot, for the construction installation, maintenance, repair, operation and replacement of storm water management facilities, including storm water retention areas, which are Community Features. The City of Milford shall assign its right, title and interest therein to the Association. Storm water shall be conveyed across lots only by means of storm sewers and appurtenant facilities and piping which shall be designed, installed and maintained in accordance with the requirements of state and local government authorities having jurisdiction and not by means of trenches, ditches and swales. Each Owner shall bear the cost of installation of pipes necessary to provide underground conveyance features on adjoining lots. The City of Milford and/or the Association shall also have the right to allow adjacent properties to connect their storm water management facilities into the Storm water Facility for the Property; provided, however that the Owners of such adjacent properties shall be required to agree to bear a portion of the expense of Upkeep for the storm water management facilities for the Property in such amount as may be deemed appropriate by The City of Milford and/or the Association. No such use shall be such as to prevent the Owners of each of the lots from enjoying and making full use of the Storm water Facilities in accordance with their applicable design and capacity requirements under applicable laws and regulations.
- C. Easements for Utilities and Related Services. A non-exclusive perpetual blanket easement is hereby granted over and through each lot within twenty-five (25) feet of any boundary line of such lot to the extent such boundary line runs along

any roadway or the 100 year flood plain, and fifteen (15) feet of any other boundary line of such lot, for ingress, egress and for installation and Upkeep of the facilities for providing as Community Features for any portion of the Property, and utilities, including without limitation water, sewer, drainage. Gas, electricity, cable, fiber optic, telephone and television service, whether public or private, to any person installing or providing Upkeep for the aforesaid services. By virtue of this easement, it shall be expressly permissible and proper for The City of Milford or the Person providing the service to install and maintain the necessary equipment on the Property within the area of such easement and to affix and maintain wires, circuits, conduits, installations and other features and facilities underground. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision of metering of any utility may be installed, maintained or relocated where contemplated on any site plan approved by the City of Milford, within the easement areas described above. No water, sewer, gas, telephone, electrical, television, or communication lines, systems or facilities may be installed or relocated unless approved by The City of Milford. Should any Person providing utilities or services covered by the foregoing general easement request a specific easement by separate recordable document, The City of Milford shall have, and is hereby given, the right and authority to grant such easement without conflicting with the terms hereof, and, if so requested, the Owner of each lot to be burdened thereby shall join in such document without charge or consideration. Any Person using the easement created herein shall use its best efforts to install and maintain the utilities and services provided for herein with minimal disturbance to the Owners; complete its installation and Upkeep activities as promptly and expeditiously as possible; and restore the surface of the ground to substantially its original condition after completion.

**Article 4**  
Common Expenses

- A. Each Owner of any parcel, by acceptance of a deed, agrees to pay to the City of Milford an annual fee for the maintenance of storm water management areas, open space, landscaping and landscaped buffers. Said such fee is set at \$400.00 per lot.

### **Article 5**

#### **General Conditions**

- A. Each Owner shall be responsible for the management and upkeep of all parking areas, landscaping, entrance features, project signage, storm water management facilities and structures, utilities facilities and associated lighting and irrigation systems located on its lot that are not part of the Community Features.
- B. The City of Milford shall be responsible for the management and upkeep of all the Community Features, the cost of which shall be assessed as Common Expense. The City of Milford shall not have any responsibility for the Upkeep of any other portion of the lots (except those lots of which The City of Milford is an Owner) except for the Community Features. The City of Milford shall establish the standard for Upkeep of Community Features in its sole discretion.
- C. Each Owner shall keep such Owner's lot and all improvements located on the lot in good order, condition and repair and in a clean and sanitary condition, including without limitation all necessary grounds maintenance, except to the extent maintained by The City of Milford. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. If any Owner shall fail to keep such Owner's lot in as good repair and condition as when acquired and in neat and orderly condition, consistent with such Rules and Regulations as The City of Milford may promulgate, then The City of Milford may give notice to that Owner of the condition complained of, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified by The City of Milford or to otherwise rectify the condition within thirty (30) days after the date of notice is given, or such other period as may be specified in the notice if



the circumstances warrant a different period, The City of Milford shall have the right to rectify that condition by taking such action as was specified in the notice. The costs incurred in rectifying the condition shall be assessed against such Owner's lot.

- D. Sidewalks. If the public right-of-way adjacent to any lot is improved by a concrete sidewalk or similar structure, the Owner of such lot must maintain the sidewalk adjacent to such Owner's lot to the extent not maintained by The City of Milford as a Community Feature or by the appropriate governmental agency.
- E. No person shall make any additions, alteration or improvement in or to any portion of the Property (other than normal Upkeep) which is visible from the exterior of such portion of the Property, without the prior written consent of The City of Milford.
- F. No lot may be subdivided or its boundaries otherwise relocated without the approval of The City of Milford, and Mortgagee of the affected lots, any Owner affected and the appropriate governmental entity. No portion less than all of any lot shall be conveyed or transferred by an Owner without the prior written approval of The City of Milford.
- G. Any person obtaining approval of The City of Milford shall commence construction or alteration in accordance with plans and specifications approved within six (6) months after date of approval and shall substantially complete any construction or alteration within such period as within six months after approval, or such other time period determined by The City of Milford, then approval shall lapse.
- H. In the event that any purchaser of land within the Property shall not commence construction of a building thereon within two years from the date of settlement, The City of Milford shall have the option of purchasing said land from the owner at any time prior to the commencement of said construction at the purchase price paid therefore as shown in the Owner's settlement sheet.
- I. Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building

materials or trash of any other kind shall be permitted on any lot. Trash containers shall not be permitted to remain in public view from another lot except on days of trash collection. Trash containers and refuse disposal systems must be maintained in enclosures or screened in compliance with the Rules and Regulations. No portion of the lot shall be used as an auto junk yard or salvage yard.

- J. It is prohibited to have any outdoor storage buildings and outdoor storage of any kind, located on the property.

### **Article 6**

#### **Architectural Review**

- A. The City of Milford shall develop Design Guidelines. Such Guidelines are hereby incorporated by this reference and shall be enforceable as if set forth herein in full. Such Guidelines include:
  - 1. Exterior front and side walls are subject to site plan approval and must be finished on the exterior with the following:
    - a. Architectural masonry units, excluding concrete block and cinder block
    - b. Natural stone
    - c. Precast concrete
    - d. Steel
    - e. Aluminum
    - f. Glass materials or the equivalent
    - g. Vinyl siding

### **Article 7**

#### **Reconstruction and Repair**

- A. If a building or other major improvement located upon a lot is damaged or destroyed, the Owner thereof shall restore the site either by repairing or

reconstructing such building or other major improvements or by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless The City of Milford permits a longer time period, such work must be commenced within six months after the casualty and substantially within twenty-four months after the casualty.

**Article 8**  
Compliance

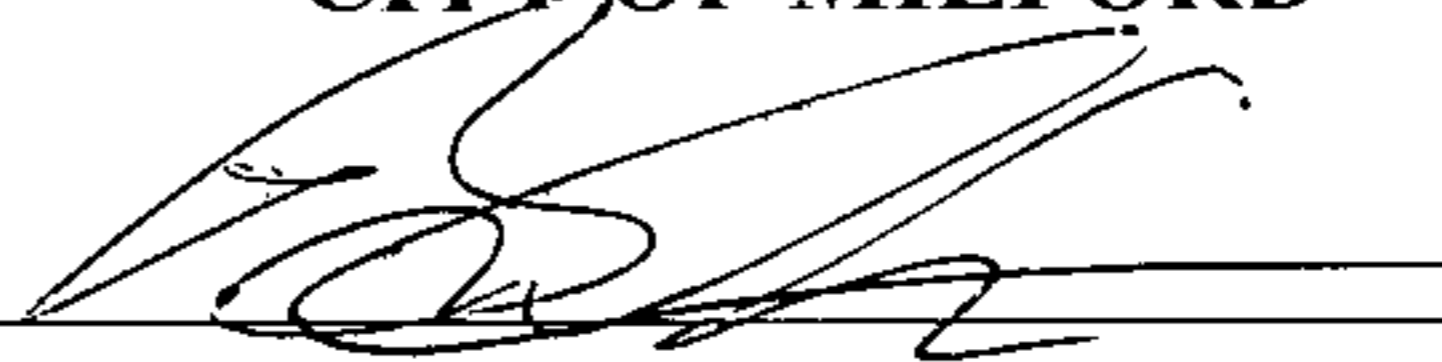
A. Failure to comply with any of the terms hereof or the Design Guidelines or the Rules of Regulations shall be grounds for relief, including without limitation, of an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for herein and any other relief afforded by a court of competent jurisdiction, including attorneys' fees, all of which relief may be sought by The City of Milford and/or its managing agent. Before an action may be sought, the City shall notify the Owner against whom such action would be brought, the reason for the action, and shall be given an opportunity to be heard in a public hearing before the Board of Adjustment.

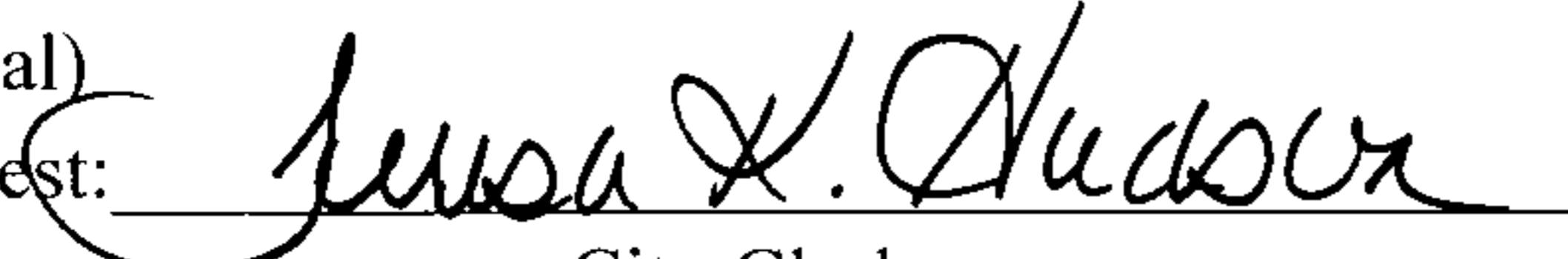
**Article 9**  
Amendments

This Declaration of Covenants, Conditions, Restrictions and Easements, as herein stated, may, from time to time, be amended by Resolution. Such amendment, supplement, or change shall not become effective except by majority vote of City Council

IN WITNESS WHEREOF, the City of Milford, has caused this Resolution to be executed this 14<sup>th</sup> day of March, 2016.

**CITY OF MILFORD**

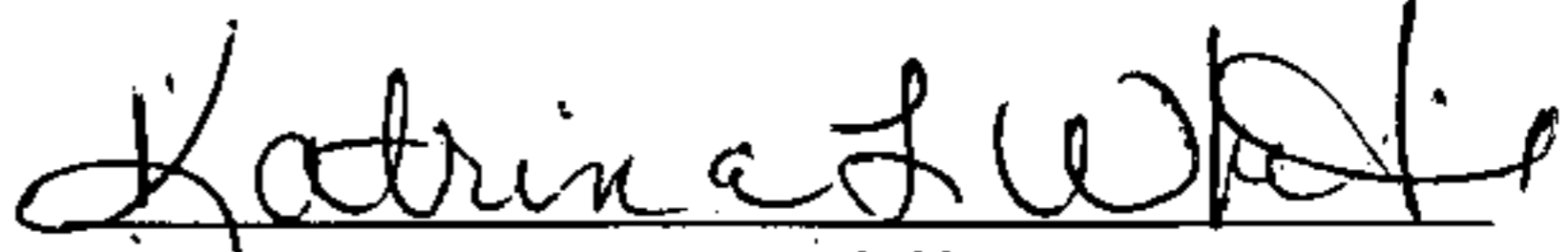
By:   
Mayor

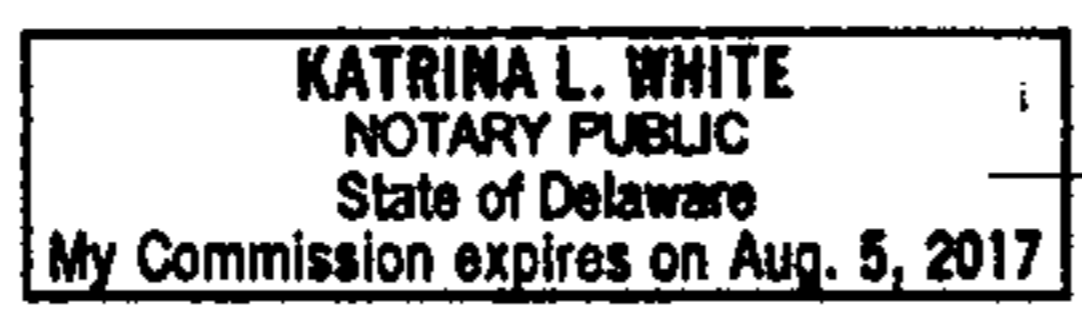
(Seal)  
Attest:   
City Clerk

STATE OF DELAWARE  
COUNTY OF SUSSEX SS:

On this 14<sup>th</sup> day of March 2016, before me, a Notary Public in and for said County, personally came Bryan W. Shupe, Mayor of the City of Milford, Delaware, a Municipal Corporation, to me personally known to be the respective officer of said Municipal Corporation and the identical person whose name is affixed to the foregoing instrument.

WITNESS my hand and Notarial Seal the day and year last above written.

  
Notary Public



\_\_\_\_\_  
Notary Name  
Aug 5, 2017  
Commission Expiration

**EXHIBIT B**  
**Legal Description**

**LANDS OF MILFORD INDEPENDENCE COMMONS**

September 19, 2008

**ALL** that piece or parcel of land, hereinafter described, situate, lying and being on the northerly side of Airport Road, the easterly side of Canterbury Road and being located in Milford Hundred, Kent County, Delaware, being all of Parcels 3,4,5,6,7,8,9,10,11, 12,13,14,15,16,17,18, lands of the City of Milford, lands of the State of Delaware, Delaware Veterans Boulevard, Patriots Way, West Liberty Way and East Liberty Way as shown on a plat entitled "Milford Independence Commons", completed by Davis, Bowen & Friedel, Inc., dated July 2005 and revised September 2008; said piece or parcel of land being more particularly described as follows:

**BEGINNING** at a point formed by the intersection of the northerly right-of-way line of Airport Road, (County Road 407) 60 feet wide, with the easterly right-of-way line of Delaware Veterans Boulevard, width varies, said point being the southerly end of a daylight easement to Airport Road,

1) Thence, leaving said right-of-way line of Delaware Veterans Boulevard and coincident with said right-of-way line of Airport Road the following (5) courses and distances, North 69 degrees 39 minutes 23 seconds West 488.77 feet to a point,

2) Thence, along a curve to the left having a radius of 860.89 feet, an arc length of 308.55 feet and a chord bearing and distance of North 79 degrees 52 minutes 40 seconds West 306.91 feet to a point,

3) Thence, South 89 degrees 50 minutes 48 seconds West 625.08 feet to a point,

4) Thence, North 85 degrees 22 minutes 25 seconds West 113.11 feet to a point,

5) Thence, South 89 degrees 51 minutes 46 seconds West 250.00 feet to a point

at the southerly end of a daylight easement to Canterbury Road, (Delaware Route 15) width varies,

6) Thence, leaving said right-of-way line of Airport Road and coincident with said daylight easement North 54 degrees 03 minutes 53 seconds West 58.55 feet to a point on the easterly right-of-way line of aforementioned Canterbury Road,

7) Thence, coincident with said right-of-way line of Canterbury Road the following (2) courses and distances, along a curve to the left, having a radius of 2580.67 feet, an arc distance of 254.27 and a chord bearing and distance of North 01 degrees 49 minutes 13 seconds West 254.17 feet to a point,

8) Thence, North 16 degrees 51 minutes 33 seconds West 64.34 feet to a point on the southerly line of lands of, now or formerly Donald B. & Renee A. Smith as recorded in the Office of the Recorder of Deeds in and for Kent County and the State of Delaware in deed book D-485, page 249,

9) Thence, leaving aforementioned right-of-way of Canterbury Road and coincident with said Smith lands, the following (2) courses and distances, North 83 degrees 51 minutes 24 seconds East 268.17 feet to a point,

10) Thence, North 06 degrees 09 minutes 25 seconds West 160.12 feet to a point, on the easterly line of lands of, now or formerly Beverly H. Messick, as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-681, page 186,

11) Thence, leaving said Smith lands and coincident with said Messick Lands North 06 degrees 09 minutes 50 seconds West 275.24 feet to a point, on the easterly line of lands of, now or formerly Richard F. & Emma I. Farley, as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-424, page 69,

12) Thence, leaving said Messick lands and coincident with said Farley lands, North 03 degrees 36 minutes 52 seconds West 165.08 feet to a point at the easterly end of a private road,

13) Thence, leaving said Farley lands and coincident with said end of private road and in part coincident with lands of, now or formerly Kevin J. & Christine I. Docherty, as recorded in the aforementioned Office of the Recorder of Deeds in deed book M-42, page 62, North 03 degrees 03 minutes 55 seconds East 143.13 feet to a point, on the southerly line of lands of, now or formerly Paynter A. & Joyce E. Lynch, as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-424, page 273,

14) Thence, leaving said Docherty lands and coincident with said Lynch lands the following (2) courses and distances, South 87 degrees 07 minutes 56 seconds East 221.36 feet to a point,

15) Thence, North 02 degrees 49 minutes 41 seconds East 197.76 feet to a point on the easterly line of lands of, now or formerly Dr. Brent & Gwendlyn Elliott, as recorded in the aforementioned Office of the Recorder of Deeds in deed book B-33, page 117, said point also being in the centerline of Swan Creek Branch,

16) Thence, leaving said Lynch lands and coincident by and with the centerline of said branch also coincident with said Elliott lands also coincident with lands of now or formerly Ronald & Debbie Lavere as recorded in the aforementioned Office of the Recorder of Deeds in deed book, A-46 page 229, also coincident with lands of, now or formerly Edward Ripper as recorded in the aforementioned Office of the Recorder of Deeds in deed book P-49, page 239, also coincident with lands of, now or formerly Marty A. & Robin Lavere Messick as recorded in the aforementioned Office of the Recorder of Deeds in deed book 2123, page 193, also coincident with lands of, now or formerly Roger & Ruth Ann Minner as recorded in the aforementioned Office of the Recorder of Deeds in deed book I-30, page 53, also coincident with lands of, now or formerly James A. Bowman as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-397, page 3, the following (20) courses and distances, North 02 degrees 36 minutes 13 seconds West 24.24 feet to a point,

17) Thence, North 26 degrees 41 minutes 21 seconds East 74.64 feet to a point,

- 18) Thence, North 73 degrees 46 minutes 40 seconds East 40.42 feet to a point,
- 19) Thence, North 60 degrees 55 minutes 03 seconds East 45.25 feet to a point,
- 20) Thence, North 64 degrees 17 minutes 03 seconds East 70.86 feet to a point,
- 21) Thence, North 31 degrees 59 minutes 01 seconds East 40.16 feet to a point,
- 22) Thence, North 33 degrees 34 minutes 30 seconds East 52.71 feet to a point,
- 23) Thence, North 37 degrees 04 minutes 53 seconds East 56.03 feet to a point,
- 24) Thence, North 01 degrees 26 minutes 29 seconds West 27.35 feet to a point,
- 25) Thence, North 84 degrees 23 minutes 10 seconds East 69.26 feet to a point,
- 26) Thence, North 56 degrees 08 minutes 29 seconds East 357.40 feet to a point,
- 27) Thence, North 05 degrees 30 minutes 15 seconds East 30.70 feet to a point,
- 28) Thence, North 43 degrees 22 minutes 30 seconds East 137.43 feet to a point,
- 29) Thence, North 38 degrees 15 minutes 15 seconds East 111.56 feet to a point,
- 30) Thence, North 84 degrees 35 minutes 41 seconds East 160.76 feet to a point,
- 31) Thence, North 65 degrees 09 minutes 48 seconds East 148.49 feet to a point,
- 32) Thence, North 27 degrees 47 minutes 42 seconds East 92.54 feet to a point,
- 33) Thence, North 46 degrees 29 minutes 11 seconds East 146.05 feet to a point,
- 34) Thence, North 81 degrees 54 minutes 47 seconds East 126.16 feet to a point,



35) Thence, North 73 degrees 40 minutes 00 seconds East 19.83 feet to a point on the westerly line of lands of, now or formerly Delaware Hospice, Inc. as shown on aforementioned plat of "Milford Independence Commons"

36) Thence, leaving the centerline of aforementioned Swan Creek Branch and coincident with said Delaware Hospice lands, South 11 degrees 05 minutes 32 seconds East 937.30 feet to a point on the northerly line of lands of, now or formerly Darren J. & Judith M. Sobota as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-170, page 321,

37) Thence, leaving said Delaware Hospice lands and coincident with said Sobota lands South 73 degrees 28 minutes 51 seconds West 178.71 feet to a point on the southerly line of lands of, now or formerly P.J. Walker as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-543, page 132,

38) Thence, leaving said Sobota lands and coincident with said Walker lands, also coincident with lands of, now or formerly Melody Booker-Gardner as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-704, page 292, also coincident with lands of, now or formerly Randy E. Marvel, as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-543, page 128, South 65 degrees 33 minutes 59 seconds East 1525.85 feet to a point on the westerly line of lands of, now or formerly John K. & Joseph A. Huber as recorded in the aforementioned Office of the Recorder of Deeds in deed book Q-51, page 151,

39) Thence, leaving said Marvel lands and coincident with said Huber lands, also coincident with lands of, now or formerly Anthony & Elizabeth Cadiz as recorded in the aforementioned Office of the Recorder of Deeds in deed book Z-53, page 310, also coincident with lands of, now or formerly Henry F. & Barbara G. Traute as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-152, page 219, also in part coincident with lands of, now or formerly Raymond D. & Marianne Flavin Jr. as recorded in the Office of the Recorder of Deeds in deed book I-54, page 27, South 31 degrees 53 minutes 34 seconds West 850.72

feet to a point on the northerly line of lands of, now or formerly Tim Johnson as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-286, page 59, being designated as Parcel 2 on aforementioned plat of "Milford Independence Commons"

40) Thence, leaving said Flavin lands and coincident with said Parcel 2, also coincident with other lands of, now or formerly Tim Johnson as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-592, page 1, being designated as Parcel 1 on aforementioned plat of "Milford Independence Commons" the following (9) courses and distances, North 58 degrees 09 minutes 09 seconds West 420.55 feet to a point,

41) Thence, South 31 degrees 42 minutes 14 seconds West 214.19 feet to a point,

42) Thence, along a curve to the right, having a radius of 95.00 feet, an arc distance of 130.17 and a chord bearing and distance of South 70 degrees 57 minutes 28 seconds West 120.22 feet to a point,

43) Thence, North 69 degrees 47 minutes 16 seconds West 323.55 feet to a point,

44) Thence, along a curve to the left, having a radius of 30.00 feet, an arc distance of 47.12 and a chord bearing and distance of South 65 degrees 12 minutes 44 seconds West 42.43 feet to a point,

45) Thence, South 20 degrees 12 minutes 44 seconds West 110.55 feet to a point,

46) Thence, South 12 degrees 20 minutes 44 seconds West 75.74 feet to a point,

47) Thence, South 20 degrees 20 minutes 58 seconds West 47.82 feet to a point,

48) Thence, South 24 degrees 39 minutes 02 seconds East 106.01 feet to the point and place of beginning;

**CONTAINING** 98.25 acres of land, more or less.