

STATE OF ALABAMA)
 :
SHELBY COUNTY)

**RESTRICTIVE COVENANT AND
RECIPROCAL EASEMENT AGREEMENT**

THIS RESTRICTIVE COVENANT AND RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of the 28 day of December, 2007, by and between **SETON PROPERTY CORPORATION OF NORTH ALABAMA**, an Alabama non profit corporation (hereinafter, "Seton") and **STV ONE NINETEEN SENIOR LIVING, LLC**, its successors and assigns (hereinafter, "Senior Living").

RECITALS:

A. Seton is the owner of that certain real property located in the City of Hoover, Shelby County, Alabama, more particularly described as Lot 1, Greystone 3rd Sector as recorded in Map Book 14, Page 79 in the Office of the Judge of Probate of Shelby County, Alabama (the "Property").

B. Seton desires to subdivide the Property in the form of and as shown on the subdivision plat attached hereto as Exhibit A (the "Plat").

C. Seton ground leases the Property to SunTrust Equity Funding, LLC ("STEF") which is the owner of certain improvements known as St. Vincent's One Nineteen Health and Wellness (the "Facility") located on a portion of the Property designated on the Plat as Lot 1-A (the "Seton Parcel").

D. Simultaneous upon the execution of this Agreement, Seton shall convey the remaining portion of the Property which is designated on the Plat as Lot 1-B and is legally described in Exhibit B attached hereto (the "Senior Living Parcel") to Senior Living.

E. STEF has agreed to release the Senior Living Parcel from the ground lease and related documents as part of such sale by Seton to Senior Living.

F. In addition to those easements described herein and as a condition of the sale to Senior Living, the Senior Living Parcel shall be subject to certain use restrictions set forth below.

G. The Property is accessed across the roadway labeled on the Plat as "Easement for Ingress and Egress" which is legally described on Exhibit C attached hereto and which is improved with a divided entranceway and paved drive and is located on both the Seton Parcel and Senior Living Parcel adjacent to the public right of way known as Greystone Way (the "Entranceway").

H. The Senior Living Parcel is also improved with a parking area originally

constructed by Seton and containing one hundred two (102) parking spaces. If required by the City of Hoover, Senior Living shall, at its own expense, replace such parking area by the construction of a new parking area containing a minimum of one hundred two (102) parking spaces in a location on the Seton Parcel approved by Seton (the "Parking Areas"). Senior Living shall also, at its own expense, be responsible for the construction of an eighteen foot (18') asphalt drive providing secondary emergency access thereto from the public right of way known as Cahaba Valley Road / Highway 119 ("Highway 119") to be located on the Seton Parcel (the "Secondary Access Drive").

I. At present, the Senior Living Parcel also contains a detention pond and drainage lines which serve the existing storm and water drainage system for the Facility, the Seton Parcel, the Senior Living Parcel and the property located across Highway 119 known as The Church at Brook Hills (the "Detention Pond").

J. In anticipation of Senior Living's development of the Senior Living Parcel, Seton and Senior Living desire to enter into this Agreement to set forth the rights and obligations of the parties as owners of the Property in regard to (i) access; (ii) construction of the Parking Areas and Access Drive; and (iii) storm and water drainage easements for the Seton Parcel and the Senior Living Parcel.

AGREEMENT:

1. Restrictions on Use of Senior Living Parcel. (a) Ethical and Religious Directives. For so long as Seton or its affiliate is the owner of the Seton Parcel, the Senior Living Parcel shall not be utilized for any purpose in contravention of the Ethical and Religious Directives for Catholic Health Care Services, as approved, issued and amended from time to time by the United States Conference of Catholic Bishops.

(b) Covenant Regarding Restricted Services. For so long as Seton or its affiliate is the owner of the Seton Parcel, no part of the Senior Living Parcel shall be used to provide health care services that are at any time provided to patients or patrons of the Facility ("Restricted Services"). However, this provision shall not prohibit an occupant of the Property from providing Restricted Services to such occupant's "own patients." The term "own patients," as used herein shall mean persons who specifically seek out and request the professional services of an occupant of the Senior Living Parcel for such occupant's medical specialty and not solely because such occupant provides Restricted Services, or who are referred for professional services because of such occupant's medical specialty (and not solely because such occupant provides Restricted Services). Except as provided below, occupants of the Senior Living Parcel shall not market or promote the provision of Restricted Services in the Senior Living Parcel to any person.

(c) Covenant Regarding Prohibited Services. Occupants of the Senior Living Parcel shall not perform or permit the performance of any of the following services within the Senior Living Parcel without the prior written consent of Seton, which consent may be granted or withheld in its sole discretion: magnetic resonance imaging (MRI), computerized tomography (CT), ultrasound or other imaging services, invasive and/or intravascular procedures (other than endoscopy), occupational therapy, physical therapy, speech therapy and other rehabilitation

services or spine center services, nuclear medicine, any procedure requiring anesthesia, including conscious sedation, a facility providing urgent or emergency care services as its principal function, pulmonary function studies, health or fitness center, and any State of Alabama covered clinical service (e.g., any service requiring a Certificate of Need) (collectively, the "Prohibited Services"). From time to time, Seton or its affiliates may add to, delete from or otherwise modify the definition of Prohibited Services, and the Senior Living Parcel shall not be used to provide such Prohibited Services; provided, however Senior Living, its successors, assigns shall not be charged with knowledge of any modification to the Prohibited Services until a copy of the same shall have been provided to Senior Living, its successor and assigns and provided, however, that any services offered on the Senior Living Parcel prior to such notification which were not included as Prohibited Services shall not be included by Seton within the definition of Prohibited Services.

Notwithstanding (a), (b), (c) or any provision herein to the contrary, the Senior Living Parcel may be utilized for the purpose of all or any levels of senior living including independent living, assisted living, memory care, specialty care assisted living and skilled nursing requiring Certificates of Need from the State of Alabama to operate the same.

2. Reciprocal Access Easement. Seton and Senior Living hereby declare, create and impose on the Seton Parcel for the benefit of the Senior Living Parcel and on the Senior Living Parcel for the benefit of the Seton Parcel a non-exclusive perpetual ingress and egress easement for both vehicular and pedestrian traffic (the "Access Easement"), over and across the roadway labeled on the Plat as "Easement for Ingress and Egress", as it is presently constructed, the same being contiguous to the public right-of-way of Greystone Way (the "Entranceway") and the secondary emergency access to the public right-of-way Highway 119 (the "Secondary Access Drive").

3. Drainage Easement (a) Seton and Senior Living hereby declare, create and impose on the Seton Parcel for the benefit of the Senior Living Parcel and on the Senior Living Parcel for the benefit of the Seton Parcel a non-exclusive perpetual easement for the purpose of draining the storm and surface water (the "Drainage Easement") from the Seton Parcel and Senior Living Parcel by use of the Drainage System (defined hereinbelow) located on both the Seton Parcel and Senior Living Parcel. For purposes herein, "Drainage System" shall mean the Detention Pond and all related, connected, and connecting drainage lines, pipes and facilities, including without limitation all collection boxes, headwalls and other facilities and equipment that presently exist or may be installed or constructed from time to time to provide storm and surface water drainage from the Church at Brook Hills, the Seton Parcel and Senior Living Parcel as the same presently exists or is deemed necessary for the development of either Parcel, as determined by the parties acting reasonably.

(b) In the event either party desires to improve or relocate any part of the Drainage System, such party must obtain the written consent of the other party and all such plans shall (i) be submitted in full to the other party; (ii) conform in all respects with all applicable laws; and (iii) provide for minimal disruption to the other party (the "Drainage Plans"). Senior Living has submitted its Overall Drainage Plan prepared by Alabama Engineering Inc. which provides for the relocation of the Detention Pond and related lines thereto and its plan for the relocation of certain areas of the Drainage System as the same presently exists, and Seton hereby consents

thereto.

4. Obligation to Construct Parking Area. Within twelve (12) months from the receipt of all required non-appealable governmental approvals, Senior Living, its successors and assigns, shall, at its own expense and in compliance with all applicable laws, construct the Parking Area and Secondary Access Drive to serve the Facility, the Seton Parcel and/or the Senior Living Parcel.

5. Temporary Construction Easements. Seton hereby grants, bargains, sells and conveys unto Senior Living and the Senior Living Parcel a non-exclusive temporary easement on and across those portions of the Seton Parcel as reasonably necessary for the relocation, construction and installation of all or any portion of:

- (i) the Parking Area and Secondary Access Drive (the "Temporary Parking Area Construction Easement") which easement shall terminate upon completion of the Parking Area and Secondary Access Drive; and
- (ii) the Drainage System, as long as the Drainage Plans are approved in accordance with the provisions hereof (the "Temporary Drainage Construction Easement").

6. Maintenance Easements and Obligations. Seton and Senior Living hereby declare, create and impose on the Seton Parcel for the benefit of the Senior Living Parcel, and on the Senior Living Parcel for the benefit of the Seton Parcel, a non-exclusive perpetual easement to maintain all or any portion of:

- (i) the Entranceway as such maintenance is necessary as determined by the then owners of the Seton Parcel and Senior Living Parcel acting reasonably (the "Access Maintenance Easement") across and through those portions of the Property where the Entranceway is located. Each owner shall be entitled to unimpeded access to the Seton Parcel and Senior Living Parcel without interference from the owners of the other parcel; and
- (ii) the Drainage System as such maintenance is necessary as determined by the then owners of the Seton Parcel and Senior Living Parcel acting reasonably (the "Drainage Maintenance Easement") across and through those portions of the Property where the Drainage System is located or relocated pursuant to the provisions herein.

The parties agree to cooperate in good faith to promptly delegate and determine which of the Property owners shall actually perform the maintenance obligations described herein on behalf of both Property owners. In the performance of such obligations, the parties hereby agree the Entranceway shall, at all times, be maintained in a standard of no less than its present condition and in a clean and aesthetically pleasing manner with a landscaping and maintenance plan approved by the owners with expenses to be shared on an equitable basis. The parties hereby agree the Drainage System shall be maintained to ensure adequate drainage for the benefit of

both the Seton Parcel and Senior Living Parcel. Senior Living shall bear the cost and expense of any additional installations, additions and relocation of the Drainage System required for its development of the Senior Living Parcel, and the future maintenance of the Drainage System shall be equally borne by the owners of the Seton Parcel and Senior Living Parcel.

7. Indemnity. (a) Senior Living, or any successor or assign who is the then current owner of any part of the Senior Living Parcel (each, a "Senior Living Owner"), shall indemnify and hold Seton, STEF, STEF's lenders, SunTrust Bank, as agent for each of the lenders, their respective successors and assigns (collectively, the "Indemnitees"), harmless from and against any and all costs, damages, liabilities and expenses, including a reasonable attorney's fee, incurred by any Indemnitee as a result of any negligent or intentional acts or omissions of the Senior Living Owner arising out of or related to this Agreement or use of the easements described herein.

(b) Seton, or any successor or assign who is the then current owner of any part of the Seton Property (each, a "Seton Owner"), shall indemnify and hold Senior Living, its successors and assigns, harmless from and against any and all costs, damages, liabilities and expenses, including a reasonable attorney's fee, incurred by Senior Living, or its successors or assigns, as a result of any negligent or intentional acts or omissions of the Seton Owner arising out of or related to this Agreement or use of the easements described herein.

Nothing in this Section 7 shall be construed as imposing on any Senior Living Owner or Seton Owner any continuing liability or obligation for the acts or omissions of a successor or assign that occur after the date on which a Senior Living Owner or Seton Owner sells or otherwise conveys its respective interest in the parcels to such successor or assign. The parties intend that the current owners of the Parcels remain liable to each other for their acts or omissions during the time of their respective ownership of the parcels only.

8. Insurance. (a) Public Liability Insurance. Each party and each successor owner shall maintain at all times, at its own cost and expense, public liability insurance coverage under the terms of which each party shall be insured against liability for bodily injury, property damage, and death occurring on, in or about the Property relating to this Agreement. Such insurance shall be maintained in the minimum amount of One Million Dollars (\$1,000,000.00) aggregate coverage, and each party will provide to the other evidence of such insurance upon the written request of the other.

(b) Insurance During Construction or Work. Each party shall require and insure that any contractor, builder or subcontractor performing any work or construction on or about the Property maintain at all times (i) commercial general liability insurance coverage under the terms of which each party shall be insured against liability for bodily injury, property damage, and death occurring on, in or about the Property in the minimum amount of One Million Dollars (\$1,000,000.00) aggregate coverage, and (ii) workers compensation coverage in amounts required by statute. Each party will provide to the other evidence of such insurance upon the written request of the other.

9. Seton Approval of Site Plans. Senior Living has submitted those certain plans for the construction of a Senior Living facility consisting of approximately 208 units, to include

independent living and assisted living/memory care (the "Project") prepared by Earl Swennson Associates and Ross Land Design (the "Plans"). Seton hereby consents to the construction of the Project in substantial accordance with the Plans. In the event Senior Living does not endeavor to construct the Project, Seton maintains the right to approve all plans associated with any improvements constructed on the Senior Living Parcel prior to commencement of the construction of such improvements to ensure consistency and uniformity of aesthetics with the Facility and compatibility of use.

10. Default of Use Restrictions. In the event of any default by the owner of the Senior Living Parcel of the use restrictions set forth in paragraph 1 (or an occupant of the Senior Living Parcel), the parties agree that Seton and its affiliate would be irreparably harmed, and Seton's remedies at law would be inadequate. As such, to the extent permitted by applicable law, Seton shall be entitled to seek temporary and permanent injunctive relief, without any showing of irreparable harm or posting of any bond, in addition to the recovery of all expenses relating to the enforcement thereof. Otherwise, in the event of default by a party to this Agreement, their successor, assigns and future owners of the Property, the non defaulting owner shall, in addition to those remedies described herein, be entitled to all remedies available at law or equity.

11. Amendment. This Agreement may not be amended in any respect, in whole or in part (including any modification, termination or recession), except by a writing executed by Seton, Senior Living and, so long as the ground lease between STEF and Seton is in effect, STEF and recorded in the Office of the Judge of Probate of Shelby County, Alabama.

12. Notice. Notices made or given by the parties hereto must be in writing and may be served personally or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested or by guaranteed overnight delivery service such as Federal Express, addressed as follows:

Seton: Seton Property Corporation of North Alabama
3000 Galleria Tower, Suite 1700
Birmingham, Alabama, 35244
Attn: Kirk Allen

With a copy to: Dominick, Fletcher, Yeilding Wood and Lloyd, P.A.
2121 Highland Avenue South
Birmingham, Alabama 35205
Attn: Susan Doughton, Esquire

Senior Living: STV One Nineteen Senior Living, L.L.C.
c/o Dominion Partners, LLC
2700 Corporate Drive
Suite 125
Birmingham, AL 35242

With a copy to: Denise W. Killebrew, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.

420 North 20th Street, Suite 1600
Birmingham, AL 35203

Notices and demand shall be deemed effective upon receipt. Rejection or refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be the receipt of the notice, demand or request. Either party shall have the right from time to time and at any time upon ten (10) days written notice thereof, to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America.

13. Covenants. The terms contained in this Agreement shall be construed as covenants running with the land and shall inure to the benefit of and be enforceable by the parties their respective successors and assigns. Senior Living acknowledges that Seton has ground leased the Seton Parcel to STEF and Senior Living agrees that, so long as such ground lease is in effect, this Agreement shall inure to the benefit of STEF.

14. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Alabama.

15. Headings. The article headings in this Agreement are for convenient reference only and shall not have the effect of modifying or amending the expressed terms and provisions of this Agreement, nor shall they be used in connection with the interpretation hereof.

16. Severability. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement or any part hereof. In the event that any provision of this Agreement shall be declared invalid by a court of competent jurisdiction, the parties agree that such provision shall be construed, to the extent possible, in a manner which would render the provision valid and enforceable or, if the provision cannot reasonably be construed in a manner which would render the provision valid and enforceable, then this Agreement shall be construed as if such provision had not been inserted.



IN WITNESS WHEREOF, Seton and Senior Living have caused this Agreement to be executed as of the 28 day of December, 2007.

SETON PROPERTY CORPORATION OF
NORTH ALABAMA

By: Curtis James
Its: President & CEO

STV ONE NINETEEN SENIOR LIVING,
LLC

By: _____
Its: _____

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Curtis James, whose name as President & CEO of Seton Property Corporation of North Alabama, an Alabama nonprofit corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 21st day of December, 2007.

Ann H. Gargarek
Notary Public

AFFIX SEAL

My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 19, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of STV One Nineteen Senior Living, LLC a Delaware limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being

IN WITNESS WHEREOF, Seton and Senior Living have caused this Agreement to be executed as of the 28 day of December, 2007.

SETON PROPERTY CORPORATION OF
NORTH ALABAMA

By: _____
Its: _____

STV ONE NINETEEN SENIOR LIVING,
LLC

By: Alla Worthy
Its: AUTHORIZED AGENT

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Seton Property Corporation of North Alabama, an Alabama nonprofit corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the ____ day of _____, 2007.

Notary Public

AFFIX SEAL
My commission expires: _____

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Allan Worthington, whose name as authorized agent of STV One Nineteen Senior Living, LLC a Delaware limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being


| W0222790.1 \ 11330-000011

S:\001800\00082\Documents\Access
Easement-v2.doc

8

Jamie Marston

My commission expires 10/25/09. 12/21/07


20071228000583600 9/14 \$50.00
Shelby Cnty Judge of Probate, AL
12/28/2007 04:12:53PM FILED/CERT

LIST OF EXHIBITS:

EXHIBIT A The Plat

EXHIBIT B The Senior Living Parcel Legal Description

EXHIBIT C The Entranceway Legal Description

{W0222843.1 \ 11330-00001}

S:\001800\00082\Documents\Access
Easement-v2.doc



20071228000583600 10/14 \$50.00
Shelby Cnty Judge of Probate, AL
12/28/2007 04:12:53PM FILED/CERT

EXHIBIT A
The Plat

{W0222843.1 \ 11330-00001}

S:\001800\00082\Documents\Access
Easement-v2.doc



20071228000583600 11/14 \$50.00
Shelby Cnty Judge of Probate, AL
12/28/2007 04:12:53PM FILED/CERT

EXHIBIT B
The Senior Living Parcel Legal Description

A Part of LOT 1, GREYSTONE - 3RD SECTOR as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama and situated in the NW 1/4 and the NE 1/4 of Section 32, Township 18 South, Range 1 West Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeasterly Corner of LOT 1, GREYSTONE - 3RD SECTOR as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama, said point being on the Northerly right-of-way line of Greystone Way as recorded in Map Book 29, Page 123 in the office of the Judge of Probate of Shelby County, Alabama, and run in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 569.13 feet to a point; thence $3^{\circ}53'00''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 1 and it's prolongation a distance of 424.81 feet to a point; thence $76^{\circ}04'07''$ to the left in a Northwesterly direction a distance of 352.05 feet to a point; thence $58^{\circ}04'29''$ to the left in a Southwesterly direction a distance of 72.43 feet to a point on a curve to the right having a radius of 655.00 feet and a central angle of $47^{\circ}12'36''$; thence $78^{\circ}56'03''$ to the left (angle measured to tangent) in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 539.70 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 39.65 feet to a point; thence $90^{\circ}00'00''$ to the right in a Northwesterly direction a distance of 25.00 feet to a point; thence $90^{\circ}00'00''$ to the left in a Southwesterly direction a distance of 70.27 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 517.00 feet and a central angle of $24^{\circ}29'13''$; thence in a Southwesterly direction along the arc of said curve a distance of 220.95 feet to the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 370.50 feet and a central angle of $23^{\circ}26'54''$; thence in a Southwesterly direction along the arc of said curve a distance of 151.63 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 72.81 feet to a point on the Northerly right-of-way line of Greystone Way; thence $91^{\circ}09'24''$ to the left in a Southeasterly direction along the Northerly right-of-way line of Greystone Way a distance of 207.31 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 410.00 feet and a central angle of $43^{\circ}51'30''$; thence in a Southeasterly, Easterly, and Northeasterly direction along the Northerly right-of-way line of Greystone Way and along the arc of said curve a distance of 313.84 feet to the POINT OF BEGINNING.
Containing 8.990 Acres.

EXHIBIT C
The Entranceway Legal Description

A Part of LOT 1, GREYSTONE – 3RD SECTOR as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama and situated in the NW 1/4 and the NE 1/4 of Section 32, Township 18 South, Range 1 West Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeasterly Corner of LOT 1, GREYSTONE – 3RD SECTOR as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama, said point being on the Northerly right-of-way line of Greystone Way as recorded in Map Book 29, Page 123 in the office of the Judge of Probate of Shelby County, Alabama, said point also lying on a curve to the right having a radius of 410.00 feet and a central angle of 43°51'30"; thence in a Southwesterly, Westerly and Northwesterly direction along the arc of said curve and the Northerly right-of-way line of Greystone Way a distance of 313.84 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northwesterly direction along the Northeasterly right-of-way line of Greystone Way a distance of 168.30 feet to the Point of Beginning of the Easement for Ingress and Egress herein described; thence 91°09'24" to the right in a Northeasterly direction (leaving said right-of-way line) a distance of 74.24 feet to the P.C. (point of curve) of a curve to the right having a radius of 338.00 feet and a central angle of 13°26'00"; thence in a Northeasterly direction along the arc of said curve a distance of 79.25 feet to a point; thence 7°11'14" to the left (angle measured to tangent) in a Northeasterly direction a distance of 45.80 feet to the P.C. (point of curve) of a curve to the right having a radius of 100.00 feet and a central angle of 15°29'30"; thence in a Northeasterly direction along the arc of said curve a distance of 27.04 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 542.00 feet and a central angle of 22°46'36"; thence in a Northeasterly direction along the arc of said curve a distance of 215.46 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 70.27 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 50.00 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 70.27 feet to the P.C. (point of curve) of a curve to the right having a radius of 492.00 feet and a central angle of 30°44'13"; thence in a Southwesterly direction along the arc of said curve a distance of 263.94 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 160.50 feet and a central angle of 23°19'45"; thence in a Southwesterly direction along the arc of said curve a distance of 65.35 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 417.00 feet and a central angle of 6°22'07"; thence in a Southwesterly direction along the arc of said curve a distance of 46.35 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 75.03 feet to a point on the Northeasterly right-of-way line of Greystone Way; thence 91°09'24" to the left in a Southeasterly direction along the Northeasterly right-of-way line of Greystone Way a distance of 78.02 feet to the Point of Beginning.