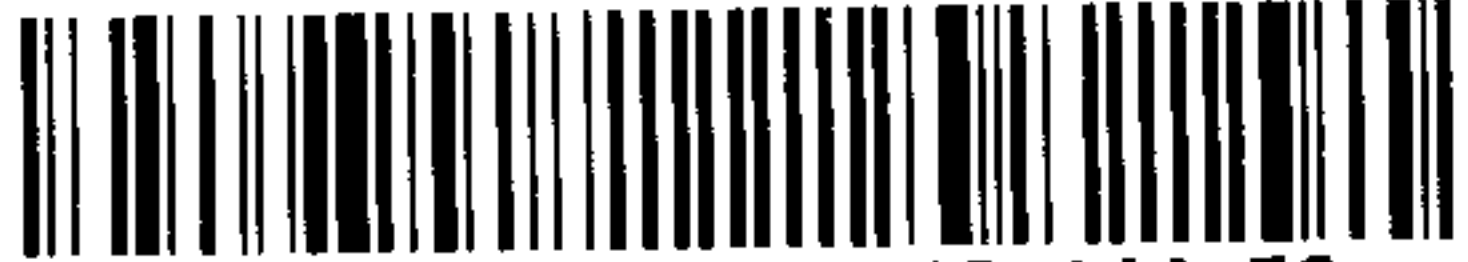


\$500⁰⁰

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 1st day of May, 2008 by and between **DANIEL SENIOR LIVING OF INVERNESS II, LLC**, an Alabama limited liability company ("Grantor"), and **DANIEL SENIOR LIVING OF INVERNESS I, LLC**, an Alabama limited liability company ("Grantee").

R E C I T A L S:

Grantor is the owner of that certain real property ("Grantor's Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Grantee is the owner of that certain real property ("Grantee's Property") situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

The Grantee's Property is situated directly adjacent to the Grantor's Property but has no direct access to a public right of way.

Subject to the terms and conditions hereinafter set forth in this Agreement, Grantor desires to grant to Grantee a permanent, perpetual and non-exclusive access easement over, across, through, under and upon those portions of the Grantor's Property (the "Easement Property") which are shown as a roadway to be known as Danberry Lane ("Danberry Lane") on the proposed, preliminary subdivision plat (the "Preliminary Plat") of The Cottages of Danberry prepared by Walter Schoel Engineering Company, Inc., dated February 2008, a reduced size copy of which is attached hereto as Exhibit C and incorporated herein by reference.

In addition, Grantor desires to grant to Grantee a permanent, perpetual and non-exclusive right to connect and tie-onto certain utility lines to be constructed or installed by Grantor within the Easement Property.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easements.**

(a) Subject to the remaining terms and provisions of this Paragraph 1 and all of the terms and provisions of Paragraph 2 below, Grantor does hereby grant to Grantee, for the benefit of the Grantee's Property, the following easements (collectively, the "Easements"):

(i) A permanent, perpetual and non-exclusive access easement over, across, through and upon the Easement Property for the purposes of providing vehicular and pedestrian access to and from the Grantee's Property and Inverness Center Drive, a public roadway; and

(ii) A permanent, perpetual and non-exclusive easement over, across, through, under and upon the Easement Property for the purposes of connecting and tying-onto (the "Utility Connection Rights") any and all utility lines, pipes, wiring, conduit, equipment, machinery and appurtenances (collectively, the "Utility Lines") which may be constructed by Grantor under the Easement Property, including, without limitation, electrical, gas, telephone, cable television, similar types of communication services and systems, water and sanitary sewer services and systems and storm drainage facilities (collectively, the "Utility Services").

(b) Subject to the remaining terms and provisions of this Paragraph 1 and all the terms and provisions of Paragraph 2 below, the Easements granted by Grantor to Grantee pursuant to Paragraph 1(a) above shall be and are (i) appurtenant to and shall serve the Grantee's Property, (ii) a covenant running with the land which shall burden the Easement Property and benefit the Grantee's Property and (iii) binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

(c) The Easements granted herein to Grantee shall be used in common with Grantor, its successors and assigns and their respective agents, employees, independent contractors, successors and assigns.

2. **Limitations and Restrictions on Use of Easement Property.**

(a) The exercise of such Easements by Grantee shall be subject to the following terms, conditions and requirements:

(i) Grantee acknowledges and agrees that Danberry Lane will be a private roadway and that access to Danberry Lane may be limited by gates and other security devices which limit, restrict or prohibit the general public from gaining access to Grantor's Property. Grantor agrees to provide to Grantee any keys, pass codes, cards or other devices which may be necessary in order for Grantee to obtain access to Danberry Lane through any such gates or other limited access devices;

(ii) The exercise of the Utility Connection Rights by Grantee shall be utilized solely for the purposes of providing Utility Services to the Grantee's Property;

(iii) Prior to the exercise of the Utility Connection Rights, Grantee shall first obtain the prior written consent and approval of Grantor as to the location and type of connections to be made to the Utility Lines situated within the Easement Property, which consent and approval shall not be unreasonably withheld or delayed;

(iv) Grantee shall be solely responsible for obtaining all governmental permits necessary or required in order to connect to any of the Utility Lines constructed within the Easement Property and shall also be solely responsible for obtaining any and all approvals of, and otherwise paying any and all fees and charges charged by, the applicable utility companies who will be providing Utility Services to the Grantee's Property;

(v) Grantee covenants and agrees not to unreasonably interfere with any construction activities undertaken by Grantor on the Easement Property or the Grantor's Property; and

(vi) Grantee covenants and agrees to promptly repair and replace any improvements, including, without limitation, pavement, curbing, gutters, sidewalks and any landscaping situated on the Easement Property or any other portions of the Grantor's Property which are damaged or destroyed in connection with the exercise of the Utility Connection Rights by Grantee.

(b) Grantee acknowledges and agrees that the Preliminary Plat is preliminary in nature. Grantor hereby reserves the right, in its sole and absolute discretion, to modify, alter amend and change from time to time the location and configuration of Danberry Lane so long as any such modification, alteration, amendment or change does not materially and adversely affect the exercise of the Easements granted herein to Grantee. Upon request, Grantee agrees to join in the execution of a final subdivision plat which may reflect both Grantor's Property and Grantee's Property and the location and configuration of Danberry Lane, which subdivision plat will be submitted to the City of Hoover, Alabama for review and approval and, following approval of same will be recorded in the Office of Judge of Probate of Shelby County, Alabama.

3. **Miscellaneous.**

(a) This Agreement may not be modified or amended except by written instrument executed by the then owners of the Grantor's Property and Grantee's Property.

(b) Time is of the essence in the performance by each party hereto of its respective obligations hereunder.

(c) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement.

(d) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms or provisions hereof.

(e) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(f) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(h) In the event of any violation or threatened violation of any of the terms and provisions of this Agreement by any party hereto or any of their respective successors and assigns, then the non-defaulting party shall have the right to exercise all rights and remedies available to such party at law or in equity including, without limitation, seeking injunctive relief to enjoin such violation or threatened violation, and any and all costs and expenses incurred by such non-defaulting party, including, without limitation, attorneys' fees and expenses, court costs and all other expenses paid or incurred by the non-defaulting party, shall be paid by the defaulting party.

(j) All references in this Agreement to Grantor and Grantee shall specifically include the respective successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

DANIEL SENIOR LIVING OF INVERNESS II, LLC, an Alabama limited liability company

By: Daniel Management Corporation, an Alabama corporation, Its Manager

By: [Signature]
Its: Sr. Vice President

GRANTEE:

DANIEL SENIOR LIVING OF INVERNESS I, LLC, an Alabama limited liability company

By: Daniel Management Corporation, an Alabama corporation, Its Manager

By: [Signature]
Its: Sr. Vice President

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that, John D. Gunderson, whose name as Sr. Vice President of Daniel Management Corporation, an Alabama corporation, as manager of DANIEL SENIOR LIVING OF INVERNESS II, LLC, an Alabama limited liability company, 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 in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 1st day of May, 2008.

[NOTARIAL SEAL]

Notary Public
My commission expires: _____

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Shelby Cnty Judge of Probate, AL
05/01/2008 04:14:43PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that, John D. Gunderson, whose name as Sec. Vice President of Daniel Management Corporation, an Alabama corporation, as manager of DANIEL SENIOR LIVING OF INVERNESS I, LLC, an Alabama limited liability company, 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 in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 1st day of May, 2008.

Robin D. Key
Notary Public

[NOTARIAL SEAL]

My commission expires: MY COMMISSION EXPIRES FEBRUARY 15, 2010

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

EXHIBIT A

20080501000179690 7/12 \$44.50
Shelby Cnty Judge of Probate, AL
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Legal Description of Grantor's Property

INVERNESS TRACT 31B LEGAL DESCRIPTION (excluding clubhouse)

A tract of land situated in the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 1 inch crimp iron, being the Northeast Corner of the SE 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in a Northerly direction along the East line of said SW 1/4 a distance of 149.83 feet to a found 5/8 inch rebar, being on the Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. as recorded in Instrument No. 20031202000779900 in the Office of the Judge of Probate, Shelby County, Alabama; thence 90°00'17" to the left in a Westerly direction along said Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. a distance of 368.04 feet to a found 5/8 inch rebar; thence 21°44'28" to the right in a Northwesterly direction along said Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. a distance of 175.52 feet to a found nail, being on the Easterly right-of-way line of Inverness Center Drive as shown on the maps of Inverness P.U.D. Additional Rights Of Way Phase II as recorded in Map Book 35, Pages 51-A through 51-F and Instrument No. 20050622000309770, Pages 1 through 6 in the Office of the Judge of Probate, Shelby County, Alabama; thence (leaving said Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. and said Easterly right-of-way line of Inverness Center Drive) 9°00'11" to the right in a Northwesterly direction a distance of 108.01 feet to a set 5/8 inch capped WSECO rebar (CA#003), being on the Westerly right-of-way line of said Inverness Center Drive and also lying on the Southerly line of ALTEC Industries, Inc. as recorded in Instrument No. 19811130000127160 in the Office of the Judge of Probate, Shelby County, Alabama, being the Point of Beginning, said rebar also being on a non radial curve to right having a radius of 395.77 feet and a central angle of 3°53'48"; thence 94°12'01" (angle measured to tangent) to the left in a Southwesterly direction along said Westerly right-of-way line of Inverness Center Drive and along the arc of said non radial curve a distance of 26.92 feet to a set 5/8 inch capped WSECO rebar (CA#003), being a P.O.C. (Point on Curve) of said non radial curve; thence 00°50'56" to the left (angle measured from tangent) in a Southwesterly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 152.49 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a curve to left having a radius of 486.00 feet and a central angle of 27°33'56"; thence along the arc of said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 233.82 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 25.56 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a curve to right having a radius of 1117.50 feet and central angle of 13°03'23"; thence along the arc of said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of

254.65 feet to a set 5/8 inch capped WSECO rebar (CA#003) being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 77.61 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a curve to left having a radius of 702.50 feet and a central angle of 29°09'56"; thence along the arc of said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 357.60 feet to a set 5/8 inch capped WSECO rebar (CA#003) being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southeasterly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 4.45 feet to a set 5/8 inch capped WSECO rebar (CA#003) being the P.C. (Point of Curve) of a curve to right having a radius of 86.00 feet and central angle of 84°47'50"; thence (leaving said Westerly right-of-way line of Inverness Center Drive) along the Northerly right-of-way line of Lake Heather Drive as shown on the maps of Inverness P.U.D. Additional Rights Of Way Phase II as recorded in Map Book 35, Pages 51-A through 51-F and Instrument No. 20050622000309770, Pages 1 through 6 in the Office of the Judge of Probate, Shelby County, Alabama, and also along the arc of said curve in a Southeasterly, Southerly and Southwesterly direction a distance of 127.28 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said Northerly right-of-way line of Lake Heather Drive a distance of 288.53 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a non radial curve to left having a radius of 702.50 feet and a central angle of 20°29'45"; thence 00°52'16" to the right along said Northerly right-of-way line of Lake Heather Drive and also along the arc of said non radial curve in a Southwesterly direction a distance of 251.30 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.T. (Point of Tangent) of said non radial curve; thence tangent to said non radial curve in a Southwesterly direction along said Northerly right-of-way line of Lake Heather Drive a distance of 50.85 feet to a set cut cross in concrete, being on the Easterly line of Lake Heather Estates as recorded in Map Book 16, Pages 121A through 121C in the Office of the Judge of Probate, Shelby County, Alabama; thence (leaving said Northerly right-of-way line of Lake Heather Drive) 134°56'50" to the right in a Northerly direction along said Easterly line of Lake Heather Estates a distance of 206.60 feet to a found 1/2 inch rebar; thence 28°30'05" to the left in a Northwesterly direction along said Easterly line of Lake Heather Estates a distance of 590.65 feet to a point on the 496 contour adjacent to Lake Heather; thence 95°10'36" to the right in an Easterly direction along the 496 contour adjacent to Lake Heather (for the next forty courses and distances) a distance of 15.52 feet to a point; thence 85°44'37" to the left in a Northerly direction a distance of 103.68 feet to a point; thence 38°15'06" to the right in a Northeasterly direction a distance of 38.67 feet to a point; thence 56°28'53" to the right in an Easterly direction a distance of 27.85 feet to a point; thence 35°57'49" to the right in a Southeasterly direction a distance of 62.93 feet to a point; thence 28°32'35" to the right in a Southeasterly direction a distance of 71.73 feet to a point; thence 08°10'45" to the left in a Southeasterly direction a distance of 56.93 feet to a point; thence 76°20'13" to the left in a Northeasterly direction a distance of 31.94 feet to a point; thence 74°35'11" to the left in a Northerly direction a distance of 59.98 feet to a point; thence 19°32'34" to the right in a Northerly direction a distance of 82.69 feet to a point; thence 16°03'08" to the right in a Northeasterly direction a distance of 42.28 feet to a point; thence 45°19'13" to the right in a Northeasterly direction a distance of 39.69 feet to a point; thence 28°36'49" to the right in a Easterly direction a distance of 54.63 feet to a point; thence 67°57'03" to the left in a Northeasterly direction a distance of 24.96 feet to a point; thence 61°26'54" to the left in a

Northwesterly direction a distance of 61.63 feet to a point; thence 08°48'09" to the right in a Northwesterly direction a distance of 39.33 feet to a point; thence 38°27'21" to the left in a Northwesterly direction a distance of 7.94 feet to a point; thence 47°09'15" to the left in a Westerly direction a distance of 94.27 feet to a point; thence 42°30'54" to the right in a Northwesterly direction a distance of 26.99 feet to a point; thence 18°35'40" to the right in a Northwesterly direction a distance of 46.15 feet to a point; thence 05°13'08" to the right in a Northwesterly direction a distance of 45.53 feet to a point; thence 37°05'25" to the left in a Westerly direction a distance of 29.58 feet to a point; thence 06°00'36" to the right in a Northwesterly direction a distance of 55.93 feet to a point; thence 25°04'44" to the right in a Northwesterly direction a distance of 54.25 feet to a point; thence 86°09'11" to the right in a Northeasterly direction a distance of 16.62 feet to a point; thence 24°32'17" to the right in a Northeasterly direction a distance of 83.01 feet to a point; thence 13°45'50" to the right in an Easterly direction a distance of 33.50 feet to a point; thence 39°32'44" to the right in a Southeasterly direction a distance of 51.07 feet to a point; thence 33°10'28" to the left in an Easterly direction a distance of 37.75 feet to a point; thence 39°59'45" to the left in a Northeasterly direction a distance of 126.46 feet to a point; thence 12°58'43" to the left in a Northeasterly direction a distance of 29.95 feet to point; thence 09°18'41" to the right in a Northeasterly direction a distance of 66.03 feet to a point; thence 35°48'48" to the right in a Northeasterly direction a distance of 71.90 feet to a point; thence 25°40'17" to the right in an Easterly direction a distance of 9.97 feet to point; thence 53°46'03" to the right in a Southeasterly direction a distance of 55.25 feet to a point; thence 81°37'35" to the left in an Easterly direction a distance of 40.78 feet to a point; thence 27°24'29" to the right in an Easterly direction a distance of 57.32 feet to a point; thence 16°34'33" to the left in an Easterly direction a distance of 119.69 feet to a point; thence 44°14'12" to the right in a Southeasterly direction a distance of 42.65 feet to point; thence 94°27'03" to the left in a Northeasterly direction a distance of 15.41 feet to a point; thence (leaving the 496 Contour) 47°38'34" to the right in an Easterly direction along said Southerly line of ALTEC Industries, Inc. a distance of 356.98 feet to the Point of Beginning.

Containing 19.616 acres or 854,488 square feet.

Less and Except:

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 1 inch crimp iron, being the Northeast Corner of the SE 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in a Southerly direction along the East line of said 1/4 - 1/4 Section a distance of 237.22 feet to a point; thence 90°00'00" to the right in a Westerly direction a distance of 1260.66 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being the Point of Beginning of the parcel herein described, said point being a P.O.C. (Point on Curve) of a curve to the right having a radius 225.00 feet and a central angle of 7°24'19"; thence 84°13'39" to the left (angle measured to tangent) in a Southerly direction along the arc of said curve a distance of 29.08 feet to the P.T. (Point of Tangent), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence tangent to said curve in a Southerly direction a distance of 107.11 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA#

003), being the P.C. (Point of Curve) of a curve to the left having a radius of 1255.00 feet and a central angle of $0^{\circ}04'50''$; thence in a Southerly direction along the arc of said curve a distance of 1.76 feet to a P.O.C. (Point on Curve), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence $90^{\circ}04'50''$ to the right (angle measured from tangent) in a Westerly direction a distance of 125.06 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence $90^{\circ}00'00''$ to the right in a Northerly direction distance of 116.87 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence $90^{\circ}00'00''$ to the right in a Easterly direction a distance of 60.30 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence $39^{\circ}11'11''$ to the left in a Northeasterly direction a distance of 33.24 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence $39^{\circ}11'11''$ to the right in a Easterly direction a distance of 37.12 feet to the Point of Beginning.

Containing 15,687 square feet or 0.360 acres.

TOTAL AREA: 838,801 square feet or 19.256 acres.

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EXHIBIT B

Legal Description of Grantee's Property

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 1 inch crimp iron, being the Northeast Corner of the SE 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in a Southerly direction along the East line of said 1/4 - 1/4 Section a distance of 237.22 feet to a point; thence 90°00'00" to the right in a Westerly direction a distance of 1260.66 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being the Point of Beginning of the parcel herein described, said point being a P.O.C. (Point on Curve) of a curve to the right having a radius 225.00 feet and a central angle of 7°24'19"; thence 84°13'39" to the left (angle measured to tangent) in a Southerly direction along the arc of said curve a distance of 29.08 feet to the P.T. (Point of Tangent), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence tangent to said curve in a Southerly direction a distance of 107.11 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being the P.C. (Point of Curve) of a curve to the left having a radius of 1255.00 feet and a central angle of 0°04'50"; thence in a Southerly direction along the arc of said curve a distance of 1.76 feet to a P.O.C. (Point on Curve), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°04'50" to the right (angle measured from tangent) in a Westerly direction a distance of 125.06 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°00'00" to the right in a Northerly direction distance of 116.87 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°00'00" to the right in a Easterly direction a distance of 60.30 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 39°11'11" to the left in a Northeasterly direction a distance of 33.24 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 39°11'11" to the right in a Easterly direction a distance of 37.12 feet to the Point of Beginning.

Containing 15,687 square feet or 0.360 acres.

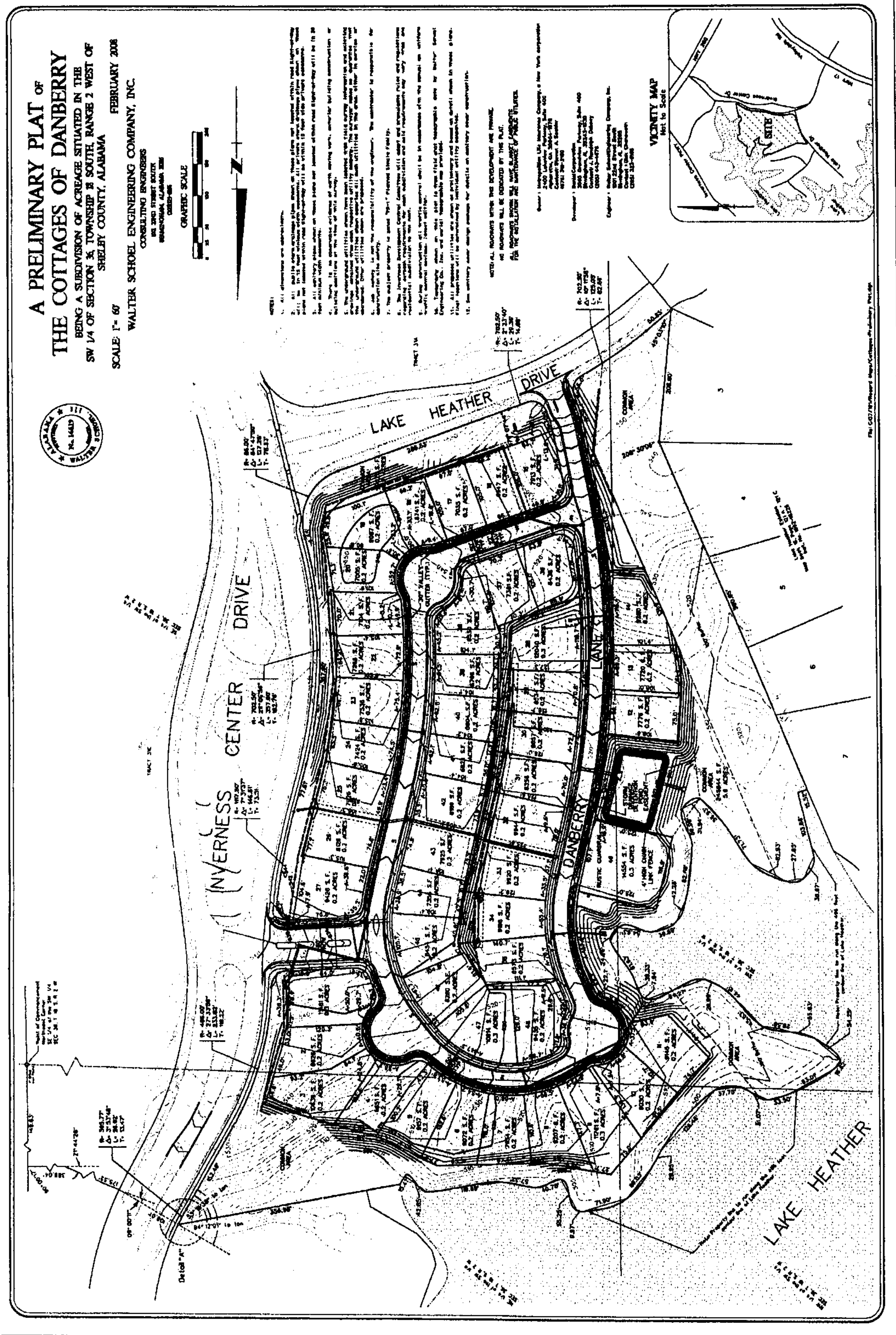


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Shelby Cnty Judge of Probate, AL
05/01/2008 04:14:43PM FILED/CERT

EXHIBIT C

Preliminary

Plat



Shelby County, AL 05/01/2008
State of Alabama
Deed Tax: \$.50