

## MUTUAL EASEMENT AGREEMENT

This Mutual Easement Agreement is made and entered into as of this 30th day of September, 2008, by and between PARTNERS IN MINISTRY, INC., a Florida not-for-profit corporation, and LIFEPOINTE VILLAGE-SOUTHAVEN, LLC, a Delaware limited liability company.

### WITNESSETH:

**WHEREAS**, LifePointe Village-Southaven, LLC, a Delaware limited liability company, is the owner of certain real property on Starlanding Rd. in Southaven, DeSoto County, Mississippi, which is more particularly described in **Exhibit A** attached hereto (hereinafter referred to as "Parcel A"), and which is identified as Parcel A on the Site Map attached as **Exhibit C**; and

**WHEREAS**, Partners in Ministry, Inc. is the owner of certain real property on Starlanding Rd. in Southaven, DeSoto County, Mississippi, which is more particularly described in **Exhibit B** attached hereto (hereinafter referred to as "Parcel B"), and which is identified as Parcel B on the Site Map attached as **Exhibit C**; and

**WHEREAS**, LifePointe Village-Southaven, LLC is developing and constructing an assisted living facility for seniors on Parcel A; and Partners in Ministry, Inc. is developing and constructing garden patio homes and an independent living facility for seniors on Parcel B, both of which developments will complement each other; and

**WHEREAS**, LifePointe Village-Southaven, LLC desires to grant to Partners in Ministry, Inc. for the benefit of Parcel B and as a burden to Parcel A, a non-exclusive, perpetual easement for pedestrian, recreational and vehicular traffic over, upon and across all driveways, points of ingress and egress, roadways and parking areas on Parcel A as shown on Exhibit C, as the same may be hereafter be modified by subsequent plans or by construction; and

**WHEREAS**, Partners in Ministry, Inc. desires to grant to LifePointe Village-Southaven, LLC for the benefit of Parcel A and as a burden to Parcel B, a non-exclusive, perpetual easement for pedestrian, recreational and vehicular traffic over, upon and across all driveways, points of ingress and egress, roadways and parking areas on Parcel B as shown on Exhibit C, as the same may be hereafter be modified by subsequent plans or by construction; and

**WHEREAS**, the parties wish to grant to each other a mutual easement for the use, operation, maintenance and repair of the above ground and underground utilities, including sanitary sewer system, and the storm water and surface water management systems on their respective properties;

*Emi*

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. **Grant of Mutual Easements:**

(a) **Ingress, Egress, and Roadways:** LifePointe Village-Southaven, LLC and Partners in Ministry, Inc. hereby grant and convey, each to the other, for the mutual benefit of the respective properties, a non-exclusive, perpetual easement for pedestrian, recreational and vehicular traffic over, upon and across all driveways, points of ingress and egress, and roadways on Parcels A and B as shown on Exhibit C, as the same may be hereafter be modified by subsequent plans or by construction. Each party will be solely responsible for the cost of constructing, repairing and maintaining the driveways, points of ingress and egress, and roadways on its respective property. Notwithstanding the forgoing to the contrary, this easement shall not grant to either party the right to operate unlicensed vehicles such as motorized bikes, go carts or off road utility vehicles on the respective properties. Nor does this easement grant the right to operate motorcycles, mopeds, scooters, or off road vehicles or trucks in excess of three quarter ton on the respective properties.

(b) **Parking:** LifePointe Village-Southaven, LLC and Partners in Ministry, Inc. hereby grant and convey, each to the other, for the mutual benefit of the respective properties, a non-exclusive, perpetual easement for parking upon and across all parking areas on Parcels A and B as shown on Exhibit C, as the same may be hereafter be modified by subsequent plans or by construction (but not including the private parking garages of any of the 58 single family attached housing units identified on Exhibit C, or the driveways leading from the main roads to such parking garages). Each party will be solely responsible for the cost of constructing, repairing and maintaining the parking areas on its respective property. Notwithstanding the foregoing to the contrary, this easement shall not include the right to park any RV's, campers, motorcycles or other recreational vehicles on the respective properties.

(c) **Utilities/Sewer System:** LifePointe Village-Southaven, LLC and Partners in Ministry, Inc. hereby grant and convey, each to the other, for the mutual benefit of the respective properties, a non-exclusive, perpetual easement for use, repair and maintenance of above ground and underground utilities, including but not limited to the existing sanitary sewer system on Parcels A and B, provided that each party reserves to itself, the right to connect any buildings on its property to the above ground and underground utilities, including the sanitary sewer system, at such time or times as it deems necessary or appropriate, and to relocate, at its expense, any above ground or underground utilities or lines of the sanitary sewer system on its property as may be necessary to accommodate its development and construction in its sole discretion. Each party will be solely responsible for the cost of constructing any utilities or sanitary sewer system on its respective property. ( The parties acknowledge that the sanitary sewer system has already been constructed, but each party will be responsible for its own

connections). The parties agree to share equally in the cost of maintenance and repair of the utilities and sanitary sewer system on Parcels A and B.

(d) **Storm water and Surface Water Management Systems:**

LifePointe Village-Southaven, LLC and Partners in Ministry, Inc. hereby grant and convey, each to the other, for the mutual benefit of the respective properties, a non-exclusive, perpetual easement for storm water drainage, conveyance and storage over, upon and across the natural or constructed drainage swales on the respective properties, and all drainage lines, pipes and detention/retention ponds on the respective properties. Each party will be solely responsible for the cost of constructing the storm water and surface water management system, including the detention/retention ponds, on its respective property. (The parties acknowledge that the stormwater detention ponds, the locations of which are shown on Exhibit C, have already been constructed). The parties agree to share equally in the cost of maintenance and repair of the storm water and surface water management system, including the detention/retention ponds on Parcels A and B.

2. **Covenants Running With the Land.** The easements and covenants set forth herein shall run with the title to both Parcel A and Parcel B and any subdivisions thereof or lots on such parcels.

3. **Benefitted Parties.** The easements and covenants set forth herein shall inure to the benefit of and be enforceable upon the parties hereto, and their respective successors, transferees and assigns as owners or lessees of the respective properties or any part thereof.

4. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect as if the invalid or unenforceable provision were never a part of this Agreement.

5. **Release and Indemnity.** Each party hereby releases the other and agrees to indemnify and hold the other harmless from any and all liabilities, damages or claims, including death or injuries to persons or property, arising out of the use of its easements granted herein.

6. **Assumption of Liability.** Each party assumes all liability for any injury or damage to any person or property of third parties which may occur on the property of the other arising from such party's installation of improvements or other use of the easements granted herein.

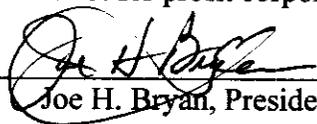
7. **Platting Easement.** The parties agree to cooperate with each other in platting the locations and descriptions of the easements set forth herein and recording plats or agreements with the appropriate authorities to reflect such locations and descriptions, and in seeking any permits or other governmental consents, if any, that may be reasonably necessary in connection with these easements to comply with any

governmental requirements on any of the properties benefited by this easement.

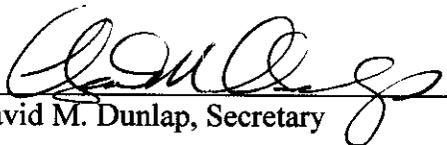
8. **Acts Beyond Grantor's Control.** Nothing contained in this Mutual Easement Agreement shall be construed to entitle the grantee of an easement contained herein to bring any action against the grantor for any injury to or change in the parcel burdened by the easement resulting from natural causes beyond the grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by the grantor under emergency conditions to prevent, abate or mitigate significant injury to its property or to persons resulting from such causes.

9. **Recordation.** Upon execution, this Mutual Easement Agreement shall be promptly recorded in the land records office of DeSoto County, Mississippi.

**PARTNERS IN MINISTRY, INC.,**  
a Florida not for profit corporation

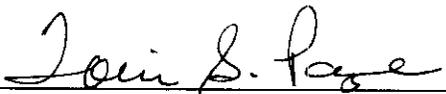
By:   
Joe H. Bryan, President

**LIFEPOINTE VILLAGE-SOUTHAVEN,**  
LLC, a Delaware limited liability company

By:   
David M. Dunlap, Secretary

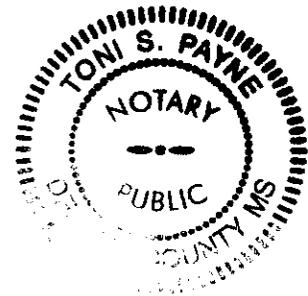
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 2008, within my jurisdiction, the within named **Joe H. Bryan**, duly identified before me, who acknowledged that he is the President of **PARTNERS IN MINISTRY, INC.**, a Florida not for profit corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
NOTARY PUBLIC

My Commission Expires: June 29, 2010

My commission expires: \_\_\_\_\_ (seal)

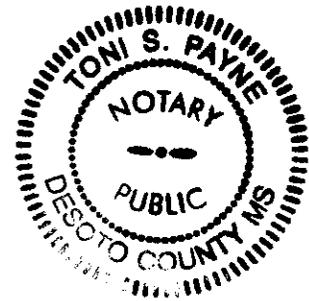


STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 2008, within my jurisdiction, the within named **David M. Dunlap**, duly identified before me, who acknowledged that he is the Secretary and a Manager of **LIFEPOINTE VILLAGE-SOUTHAVEN, LLC**, a Delaware limited liability company, and that for and on behalf of said company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

*Toni S. Payne*  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: June 29, 2010 (seal)



**CONSENT OF MORTGAGEE**

The undersigned, **CALIFORNIA BAPTIST FOUNDATION**, a California non-profit corporation, duly organized and existing under the Laws of the State of CALIFORNIA (mortgagee), the mortgagee under that certain Deed of Trust and Security Agreement, dated October 9, 2007, and filed for record in Book 2802 at Page 658 in the office of the Chancery Clerk of Desoto County, Mississippi (the "Deed of Trust"), that certain Absolute Assignment of Rents and Leases, dated October 9, 2007, and filed for record in Book 122 at Page 291 in the office of the Chancery Clerk of Desoto County, Mississippi (the "Assignment of Rents"), and that certain UCC-1 Financing Statement in favor of California Baptist Foundation, recorded in Book 2802 at Page 689 (the "UCC) (collectively, the "Loan Documents") hereby consents to the foregoing Mutual Easement Agreement, and subordinates the liens of the Loan Documents encumbering such the property as is described in the Mutual Easement Agreement to such Mutual Easement Agreement.

IN WITNESS WHEREOF, this Consent is executed by the undersigned this 1<sup>st</sup> day of OCTOBER, 2008.

**California Baptist Foundation, Inc.,**  
a California non profit corporation

BY: [Signature]  
Name: David H. Park  
Title: Vice President

BY: [Signature]  
Name: Susan A. Sanders  
Title: Assistant Vice President

STATE OF CALIFORNIA )  
COUNTY OF FRESNO )

On the 1<sup>st</sup> of October, 2008, before me, Julie Sanfilippo, notary public, personally appeared **David H. Park** and **Susan A. Sanders**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**CONSENT OF MORTGAGEE**

The undersigned, **RELIANCE TRUST COMPANY**, a Georgia Bank and Trust Company, duly organized and existing under the Laws of the State of Georgia (mortgagee), the Trustee under that certain First Deed of Trust, Security Agreement and Fixture Filing, dated March 19, 2008 and filed for record in Book 2876 at Page 60 in the office of the Chancery Clerk of Desoto County, Mississippi (the "Deed of Trust"), that certain Absolute Assignment of Rents and Leases, dated March 19, 2008, and filed for record in Book 125 at Page 79 in the office of the Chancery Clerk of Desoto County, Mississippi (the "Assignment of Rents"), and that certain UCC-1 Financing Statement in favor of Reliance Trust Company, recorded in Book 2876 at Page 82 & 109 (the "UCC") (collectively, the "Loan Documents") hereby consents to the foregoing Mutual Easement Agreement, and subordinates the liens of the Loan Documents encumbering such property described in the Mutual Easement Agreement to such Mutual Easement Agreement.

IN WITNESS WHEREOF, this Consent is executed by the undersigned this 1<sup>st</sup> day of October, 2008.

**RELIANCE TRUST COMPANY**, a Georgia Bank and Trust Company

By: Kathy E. Knapp  
Kathy E. Knapp, Vice President

By: Kerrie K. Bernardo  
Kerrie K. Bernardo, Assistant Secretary

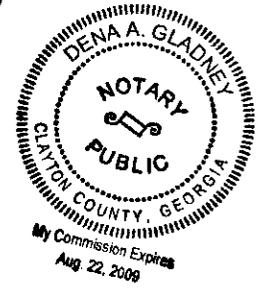
STATE OF Fulton Georgia  
COUNTY OF Fulton



Personally appeared before me, the undersigned authority in and for the said county and state, on this 1<sup>st</sup> day of October, 2008, within my jurisdiction, the within named **Kathy E. Knapp and Kerrie K. Bernardo**, duly identified before me, who acknowledged that they are the Vice President and Assistant Secretary, respectively, of **Reliance Trust Company**, a Georgia Bank and Trust Company, and that for and on behalf of said company, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Dena A. Gladney  
NOTARY PUBLIC

My commission expires: 08/22/09 (seal)

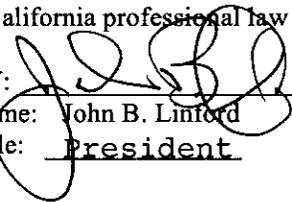


**CONSENT OF MORTGAGEE**

The undersigned, **John B. Linford**, a professional law corporation, duly organized and existing under the Laws of the State of California (mortgagee), the mortgagee under that certain Second Deed of Trust, Security Agreement and Fixture Filing, dated March 19, 2008 and filed for record in Book 2876 at Page 87 in the office of the Chancery Clerk of Desoto County, Mississippi (the "Deed of Trust"), that certain Absolute Assignment of Rents and Leases, dated March 19, 2008, and filed for record in Book 125 at Page 79 in the office of the Chancery Clerk of Desoto County, Mississippi (the "Assignment of Rents"), and that certain UCC-1 Financing Statement in favor of Reliance Trust Company, recorded in Book 2876 at Page 82 & 109 (the "UCC) (collectively, the "Loan Documents") hereby consents to the foregoing Mutual Easement Agreement, and subordinates the liens of the Loan Documents encumbering such property described in the Mutual Easement Agreement to such Mutual Easement Agreement.

IN WITNESS WHEREOF, this Consent is executed by the undersigned this 30 day of ~~September~~ September 2008.

**John B. Linford**,  
a California professional law corporation

BY:   
Name: John B. Linford  
Title: President

STATE OF CALIFORNIA )  
COUNTY OF ~~FRESNO~~ Kern )

On the 30 of September, 2008, before me, J Khachigian, notary public, personally appeared **John B. Linford**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Khachigian (Seal)



**CONSENT OF MORTGAGEE**

The undersigned, **HJSI Southeast Funding I, LLC**, a Florida limited liability company, duly organized and existing under the Laws of the State of Florida (mortgagee), the mortgagee under that certain Second Deed of Trust dated May 29, 2008 and filed for record in Book 2907 at Page 689 in the office of the Chancery Clerk of Desoto County, Mississippi (the "Deed of Trust") hereby consents to the foregoing Mutual Easement Agreement, and subordinates its deed of trust lien encumbering such the property described in the Mutual Easement Agreement to such Mutual Easement Agreement.

IN WITNESS WHEREOF, this Consent is executed by the undersigned this 7<sup>th</sup> day of October, 2008.

**HJSI Southeast Funding I, LLC**, a Florida limited liability company

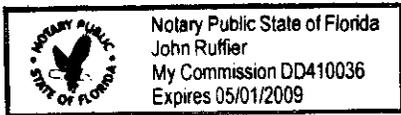
By: [Signature]  
Name: Michael Garbers  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7<sup>th</sup> day of October, 2008, within my jurisdiction, the within named Michael Garbers, duly identified before me, who acknowledged that he/she/they is/are the Vice President of **HJSI Southeast Funding I, LLC**, a Florida limited liability company, and that for and on behalf of said company, and as its act and deed, he/she/they executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

[Signature]  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_ (seal)



**EXHIBIT A****Legal Description of Parcel A**

SURVEY OF A 4.189 ACRE PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16 AND THE NORTHWEST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN IN THE SOUTH RIGHT-OF-WAY LINE OF BENDING CHERRY LANE (31' ROW), SAID POINT LIES S 42°48'24" E, 6,703.35 FEET FROM THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 7 WEST; THENCE ALONG A LINE DIVIDING THE SUBJECT PROPERTY AND THE EBI, INC. PROPERTY AS SHOWN IN BOOK 474, PAGE 773 S38°56'04"W, 34.55 FEET TO AN IRON PIN; THENCE S 31°34'39" W, 444.17 FEET TO AN IRON PIN; THENCE S 00°12'17" E, 298.28 FEET TO AN IRON PIN, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY LINE OF STARLANDING ROAD AND BEING THE "POINT OF BEGINNING" FOR THE PROPERTY AS DESCRIBED HEREIN KNOW AS LIFE-POINTE VILLAGE AT CHERRY TREE, PHASE I; THENCE ALONG SAID NORTH LINE S 89°47'43" W, 425.24 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF THE PROPERTY AS DESCRIBED HEREIN N00°00'00"E, 103.24 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 122.00 FEET (CENTRAL ANGLE 215°48' 09", CHORD BEARING N 27°05'55" E, AND CHORD LENGTH OF 270.72') AN ARC LENGTH OF 459.50 FEET TO A POINT; THENCE N 45°00'00" E, 169.20 FEET TO A POINT IN NORTH LINE OF THE PROPERTY AS DESCRIBED HEREIN; THENCE ALONG SAID NORTH LINE N 90°00'00" E, 189.06 FEET TO AN ANGLE POINT; THENCE S 00°00'00" W, 123.82 FEET TO AN ANGLE POINT; THENCE S58°25'21"W, 11.39 FEET TO AN IRON PIN IN THE WEST LINE OF THE EBI, INC. PROPERTY AS SHOWN IN BOOK 474, PAGE 773; THENCE ALONG SAID LINE S 00°12'17" E, 298.28 FEET TO A POINT IN THE NORTH LINE OF STARLANDING ROAD AND THE "POINT OF BEGINNING" FOR THE PROPERTY AS DESCRIBED HEREIN AND CONTAINING 4.189 ACRES OR 182,464 SQUARE FEET.

INDEXING INSTRUCTIONS: Located in the Southwest and Southeast ¼ of Section 16 and the Northwest and Northeast ¼ quarter of the Northeast ¼ of Section 21, Township 2 South, Range 7 West, Southaven, DeSoto County, Mississippi.

**EXHIBIT B****Legal Description of Parcel B**

Survey of a 23.533 acre parcel of land being located in the Southwest and Southeast Quarters of the Southeast of Section 16 and the Northwest and Northeast Quarters of the Northeast Quarter of Section 21, Township 2 South, Range 7 West, Southaven, DeSoto County, Mississippi and being more particularly described as follows:

Beginning at a set iron pin in the South right-of-way line of bending Cherry Lane (31' ROW), said point lies S 42°48'24" E, 6,703.35 feet from the Northwest corner of Section 16, Township 2 South, Range 7 West; thence along a line dividing the subject property and the EBI, Inc. Property as shown in Book 474, Page 773 S 38°56'04" W, 34.55 feet to a set iron pin; thence S 31°34'39" W, 444.17 feet to a set iron pin; thence S 00°12'17" E, 298.28 feet to a set iron pin, said point being in the North right-of-way line of Starlanding Road; thence along said North line S 89°47'43" W, 1,341.26 feet to a set iron pin; thence leaving said North line and along the West line of the Property as described herein N 00°12'17" W, 349.94 feet to a set iron pin; thence continuing along said West line N 89°47'43" E, 75.00 feet to a set iron pin; thence continuing along said line N 00°12'17" W, a measured distance of 361.99 feet (called 361.86') to a set iron pin, said point being in the South line of the Cherry Tree Park Subdivision as shown in Plat Book 97, Pages 18-21; thence along said South line N 89°44'12" E, 1,041.50 feet to a found iron pin; thence continuing along said line N 49°09'03" E, 281.68 feet to a found chiseled mark in the Southwest line of Bending Cherry Lane; thence along said line and along a curve to the left, said curve having a radius of 525.75 feet, an arc length of 84.79 feet, central angle of 9°14'26", Chord 84.70' and Chord bearing of S 53°55'09" E, to a set chiseled mark and point of tangency; thence S 56°05'20" E, 135.79 feet to a set chiseled mark; thence along a curve to the right, said curve having a radius of 784.50 feet and arc length of 109.51 feet, central angle 7°59'53", Chord 109.42 feet and Chord bearing of S 52°05'23" E, to a set iron pin, said point being the "Point of Beginning" for the property as described herein and containing 23.533 acres or 1,025,095 square feet.

**LESS AND EXCEPT**

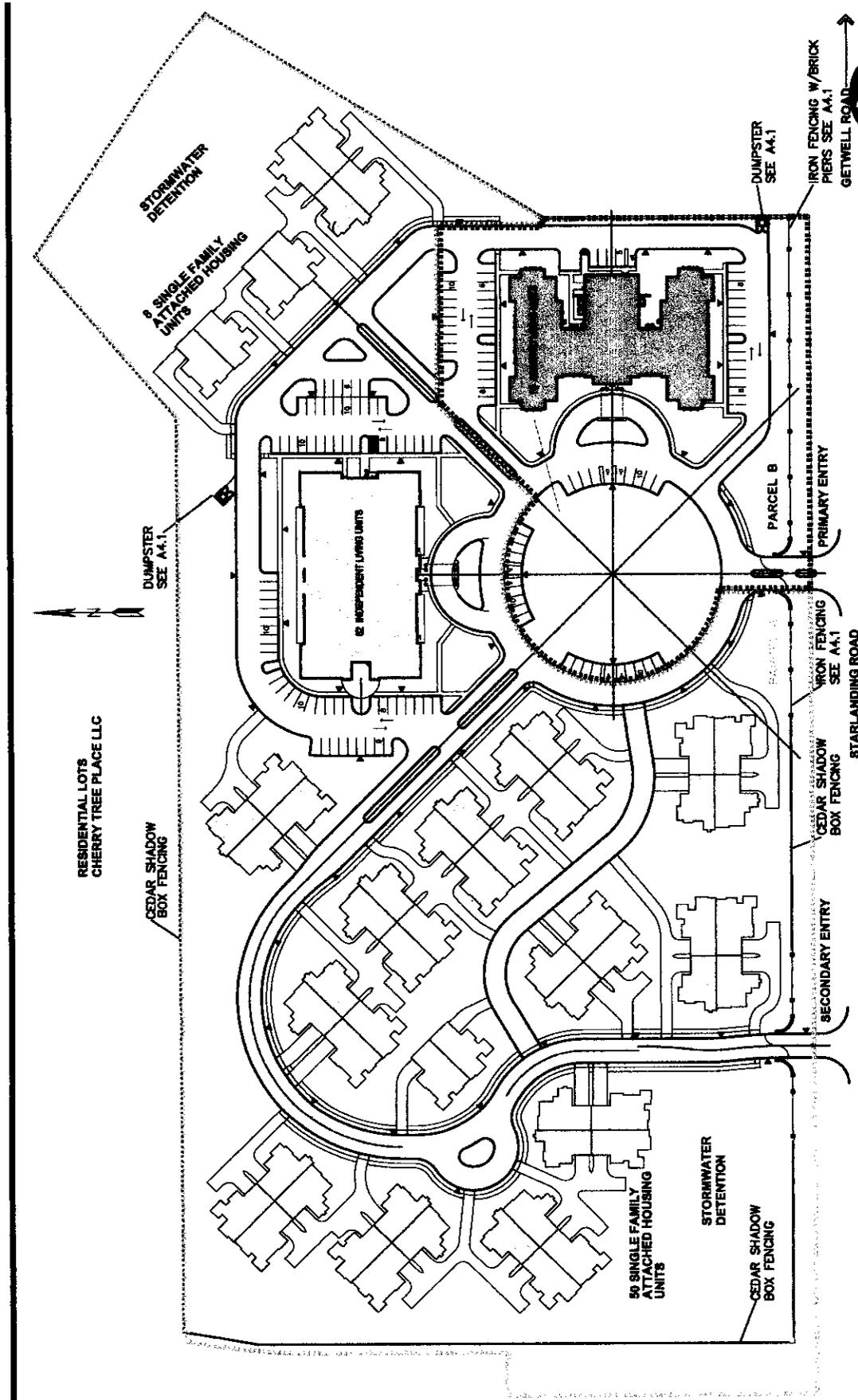
SURVEY OF A 4.189 ACRE PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16 AND THE NORTHWEST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN IN THE SOUTH RIGHT-OF-WAY LINE OF BENDING CHERRY LANE (31' ROW), SAID POINT LIES S 42°48'24" E, 6,703.35 FEET FROM THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 7 WEST; THENCE ALONG A LINE DIVIDING THE SUBJECT PROPERTY AND THE EBI, INC. PROPERTY AS SHOWN IN BOOK 474, PAGE 773 S38°56'04"W, 34.55 FEET TO AN IRON PIN; THENCE S 31°34'39" W, 444.17 FEET

TO AN IRON PIN; THENCE S 00°12'17" E, 298.28 FEET TO AN IRON PIN, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY LINE OF STARLANDING ROAD AND BEING THE "POINT OF BEGINNING" FOR THE PROPERTY AS DESCRIBED HEREIN KNOW AS LIFE-POINTE VILLAGE AT CHERRY TREE, PHASE I; THENCE ALONG SAID NORTH LINE S 89°47'43" W, 425.24 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF THE PROPERTY AS DESCRIBED HEREIN N00°00'00"E, 103.24 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 122.00 FEET (CENTRAL ANGLE 215°48' 09", CHORD BEARING N 27°05'55" E, AND CHORD LENGTH OF 270.72') AN ARC LENGTH OF 459.50 FEET TO A POINT; THENCE N 45°00'00" E, 169.20 FEET TO A POINT IN NORTH LINE OF THE PROPERTY AS DESCRIBED HEREIN; THENCE ALONG SAID NORTH LINE N 90°00'00" E, 189.06 FEET TO AN ANGLE POINT; THENCE S 00°00'00" W, 123.82 FEET TO AN ANGLE POINT; THENCE S58°25'21"W, 11.39 FEET TO AN IRON PIN IN THE WEST LINE OF THE EBI, INC. PROPERTY AS SHOWN IN BOOK 474, PAGE 773; THENCE ALONG SAID LINE S 00°12'17" E, 298.28 FEET TO A POINT IN THE NORTH LINE OF STARLANDING ROAD AND THE "POINT OF BEGINNING" FOR THE PROPERTY AS DESCRIBED HEREIN AND CONTAINING 4.189 ACRES OR 182,464 SQUARE FEET.

INDEXING INSTRUCTIONS: Located in the Southwest and Southeast ¼ of Section 16 and the Northwest and Northeast ¼ quarter of the Northeast ¼ of Section 21, Township 2 South, Range 7 West, Southaven, DeSoto County, Mississippi.

SITE MAP OF PARCELS A AND B



**61** MASTER SITE PLAN  
 PLAN  
 SCALE: AS SHOWN

Senior Solutions Now  
 Schematic Design © 2007 Allen & O'Hara Consultants Co., LP

LifePointe Village at Cherry Tree  
 September 29, 2008

Ronald M. McFarland  
 Registered Architect - Architecture  
 Permit #0123111

ALLEN & OHARA  
 ARCHITECTS  
 700 CROOKMAN ROAD - CLIFTON HILLS, OHIO 45118  
 PHONE (614) 961-8888 FAX (614) 961-8888