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Cindy M Overbay
Register of Deeds, Transylvania County
By: Teresa D Morton
Deputy

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

TRANSYLVANIA COUNTY
SPO File Number 88-J
Prepared by: State Property Office
Return to: Blane Rice
1321 Mail Service Center
Raleigh, NC 27699-1321

10 March 2005 SM

THIS CONSERVATION EASEMENT DEED, made this 2nd day of February, 2005, by Brevard College Corporation, a non profit corporation, ("**Grantor**"), to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement

Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8, two of the components of the Ecosystem Enhancement Program are (1) restoration and perpetual maintenance of wetlands, riparian areas, and surface waters and (2) land ownership and management; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Brevard Township, Transylvania County, North Carolina (the "**Protected Property**"), and being more particularly described as that certain parcels of land being PIN Numbers 8586-62-8087-000 and 8586-71-6406-000, Transylvania County, and

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Protected Property, thereby restricting and limiting the use of the included areas of the Protected Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such easement. This Conservation Easement shall be for the protection and benefit of the waters of King's Creek.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a described area of the Protected Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tract of land being 6.11 acres as shown on a plat of survey entitled "Conservation Easement along King's Creek at Brevard College" dated September 28, 2004, and revised November 18, 2004 and January 31, 2005, certified by R. Joel Johnson, PLS, L-3882 , and **recorded in Plat File** 11 **, Slide** 53 , Transylvania County Registry. The Easement Area being more particularly described on **Exhibit A** attached and incorporated hereinto and being a part of parcel number 8586-62-8087.

The purposes of this Conservation Easement are to maintain, restore, enhance, create and preserve wetland and/or riparian resources in the Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. The following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited.

B. Educational Uses. The Grantor reserves the right to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

C. Vegetative Cutting. Except as related to the removal of diseased or damaged trees and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area.

E. Agricultural Use. All agricultural uses within the Easement Area including any use for cropland, waste lagoons, or pastureland are prohibited.

F. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area.

***G.* Roads and Trails.** There shall be no construction of roads, trails, walkways, or asphalt or concrete paving in the Easement Area.

H. Signs. No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Protected Property and the holder of the Conservation Easement,

signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area may be allowed.

I. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material in the Easement Area is prohibited.

J. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

K. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, any activity by the Grantor diverting, causing, allowing or permitting the diversion of surface or underground water into, within or out of the Easement Area is not allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. Subdivision and Conveyance. No further subdivision, partitioning, or dividing of the Easement Area is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future division of the remaining fee simple rights shall be subject to this Conservation Easement.

M. Development Rights. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

N. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of non-native plants, trees and/or animal species is prohibited.

III. GRANTEE RESERVED USES

The Grantee, authorized representatives of the Grantee and their successors or assigns shall have the right to enter the Easement Area and shall have the right of reasonable ingress and egress to the Easement Area over the Protected Property, at all reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with a long-term management plan. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream,

above ground, and subterraneous water flow. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is consistent with the purposes of this Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Easement Area over the Protected Property at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, their successors or assigns, for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under

emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, their successors or assigns, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

V. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of N.C. Gen Stat. § 143-214.8 et seq., the Ecosystem Enhancement Program.

B. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other address(es) as either party establishes in writing upon notification to the other.

D. Grantor shall notify Grantee in writing of the name and address and any party to whom the Protected Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Protected Property is conveyed subject to the Conservation Easement herein created.

E. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

F. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Protected Property, including the right to engage in or permit or invite others to engage in only those uses of the Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Easement Area, and the right of quiet enjoyment of the Easement Area.

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation Easement herein granted; that the same are free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

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Drew Van Horn, PH.D
President

(Corporate Seal)

Attested by: Cheryl K. Tinsley
Title: Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF Transylvania

I, Myra M. Cooper, a Notary Public for said County and State, certify that Cheryl K. Tinsley personally came before me this day and acknowledged that ~~he~~ she is ~~Executive Admin. Asst.~~ mc Assistant Secretary of Brevard College Corp., a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its ~~Executive Administrative Assistant~~ Assistant Secretary mc.

Witness my hand and official seal, this the 8th day of March, 20 05.

(Notary Seal)

MYRA M. COOPER NOTARY PUBLIC TRANSYLVANIA COUNTY, NC

Myra M Cooper
Notary Public

My Commission Expires:

November 30, 2008

STATE OF NORTH CAROLINA TRANSYLVANIA COUNTY
The foregoing certificate of Myra M. Cooper a Notary Public ( ) of the State and County designated, is (are) certified to be correct.
This 10 day of March 20 05

Cindy M. Owenby
Register of Deeds
By: Teresa J. Haley
Deputy

EXHIBIT A

LEGAL DESCRIPTION
For a Conservation Easement
Along King's Creek at Brevard College
October 5, 2004

Revised November 18, 2004 – Revised January 31, 2005

Said Easement located on the Campus of Brevard College in Brevard Township, Transylvania County, North Carolina and being on particularly described as follows:

COMMENCING FROM A NATIONAL GEODETIC SURVEY (NGS) MONUMENT HALLEULUJAH having NGS coordinates North 170,977.823m (560,949.74953 ft) East 269,787.704m (885,128.492198 ft) located South 36 degrees 56 minutes 48 seconds West for a distance of 1,835.95 feet from NGS monument NGS Monument EPWORTH having NGS coordinates North 171,425.056m (562,417.037888 ft), East 270,124.051m (886,231.990647 ft) THENCE North 74 degrees 35 minutes 10 seconds East for a distance of 2,679.09 feet to a ½" REBAR FOUND having coordinates N = 561,661.75824 feet; E = 887,710.93859 feet,

the **TRUE POINT OF BEGINNING** THENCE North 78 degrees 53 minutes 30 seconds East for a distance of 173.35 feet to a Point located South 00 degrees 52 minutes 15 seconds West for a distance of 10.35 feet from a 5/8" Rebar Set, THENCE South 76 degrees 05 minutes 15 seconds East for a distance of 369.40 feet to a Point located North 74 degrees 32 minutes 00 seconds West for a distance of 75.07 feet from 5/8" REBAR SET WITH CAP;THENCE South 58 degrees 31 minutes 05 seconds East for a distance of 136.32 feet to a point located South 40 degrees 37 minutes 40 seconds East for a distance of 67.42 feet from a 5/8" Rebar Set with cap; THENCE South 40 degrees 37 minutes 40 seconds East for a distance of 123.89 feet to an 5/8" REBAR SET WITH CAP;THENCE South 77 degrees 05 minutes 55 seconds East for a distance of 514.43 feet to an 5/8" REBAR SET WITH CAP; THENCE South 77 degrees 06 minutes 00 seconds East for a distance of 480.81 feet to an 5/8" REBAR SET WITH CAP on the right of way of Neely Road; THENCE South 77 degrees 04 minutes 55 seconds East for a distance of 33.66 feet to a POINT IN THE CENTERLINE of Neely Road; THENCE with the centerline of Neely Road, South 39 degrees 53 minutes 30 seconds West for a distance of 30.33 feet to a POINT in the centerline of a bridge over KING CREEK and the centerline of Park Ave. Extension; THENCE with the centerline of KINGS CREEK and a common line with Welch, North 79 degrees 30 minutes 00 seconds West for a distance of 25.03 feet to a POINT IN THE CREEK; THENCE South 70 degrees 57 minutes 05 seconds West for a distance of 31.53 feet to a POINT IN CREEK; THENCE South 79 degrees 00 minutes 55 seconds West for a distance of 29.47 feet to a POINT IN CREEK; THENCE South 69 degrees 01 minutes 55 seconds West for a distance of 36.69 feet to a POINT IN CREEK; THENCE South 55 degrees 45 minutes 10 seconds West for a distance of 25.59 feet to a POINT IN CREEK; THENCE South 77 degrees 42 minutes 35 seconds West for a distance of 11.86 feet to a POINT IN CREEK; THENCE North 74 degrees 04 minutes 05 seconds West for a distance of 24.33 feet to a POINT IN CREEK; THENCE North 80 degrees 19 minutes 15 seconds West for a distance of 26.76 feet to a POINT IN CREEK; THENCE South 66 degrees 14 minutes 35 seconds West for a distance of 32.76 feet to a POINT IN CREEK; THENCE South 84 degrees 50 minutes 40 seconds West for a distance of 63.64 feet to a POINT IN CREEK; THENCE North 78 degrees 18 minutes 45 seconds West for a distance of 62.85 feet to a POINT IN CREEK; THENCE South 88 degrees 48

minutes 40 seconds West for a distance of 13.06 feet to a Point; THENCE South 02 degrees 36 minutes 40 seconds West for a distance of 23.79 feet to a POINT ON THE Bryant Property passing a Rebar found at 15.61 feet; THENCE with Bryant's line South 86 degrees 40 minutes 00 seconds West for a distance of 88.47 feet to a point; THENCE North 75 degrees 50 minutes 00 seconds West for a distance of 231.00 feet to a point; THENCE North 69 degrees 21 minutes 35 seconds West for a distance of 190.63 feet to a point common to Bryant and Carter; THENCE with the centerline of King's Creek North 87 degrees 49 minutes 55 seconds West for a distance of 8.67 feet to a POINT IN CREEK; THENCE North 71 degrees 22 minutes 40 seconds West for a distance of 24.68 feet to a POINT IN CREEK; THENCE North 46 degrees 12 minutes 10 seconds West for a distance of 36.51 feet to a POINT IN CREEK; THENCE North 41 degrees 36 minutes 50 seconds West for a distance of 22.11 feet to a POINT IN CREEK; THENCE North 59 degrees 04 minutes 50 seconds West for a distance of 19.24 feet to a point common to Cater and Mather; THENCE North 54 degrees 24 minutes 25 seconds West for a distance of 18.51 feet to a POINT IN CREEK; THENCE North 61 degrees 15 minutes 00 seconds West for a distance of 55.50 feet to a POINT IN CREEK; THENCE North 56 degrees 12 minutes 40 seconds West for a distance of 18.39 feet to a POINT IN CREEK; THENCE North 46 degrees 54 minutes 30 seconds West for a distance of 7.98 feet to a POINT IN CREEK; THENCE North 04 degrees 42 minutes 25 seconds East for a distance of 7.23 feet to a POINT IN CREEK; THENCE North 12 degrees 15 minutes 15 seconds East for a distance of 14.51 feet to a POINT IN CREEK; THENCE North 47 degrees 14 minutes 25 seconds West for a distance of 17.57 feet to a POINT IN CREEK; THENCE North 76 degrees 00 minutes 10 seconds West for a distance of 29.46 feet to a POINT IN CREEK; THENCE South 87 degrees 42 minutes 30 seconds West for a distance of 31.01 feet to a POINT IN CREEK; THENCE South 83 degrees 09 minutes 05 seconds West for a distance of 29.88 feet to a point common to Mather and Witmer; THENCE South 83 degrees 09 minutes 05 seconds West for a distance of 71.11 feet to a POINT IN CREEK; THENCE South 85 degrees 09 minutes 20 seconds West for a distance of 41.76 feet to a POINT IN CREEK; THENCE North 83 degrees 35 minutes 35 seconds West for a distance of 10.15 feet to a point common to Witmer and Schmidt; THENCE North 83 degrees 35 minutes 35 seconds West for a distance of 21.39 feet to a point common to Schmidt and Woodruff; THENCE North 83 degrees 35 minutes 35 seconds West for a distance of 39.79 feet to a POINT IN CREEK; THENCE North 69 degrees 10 minutes 40 seconds West for a distance of 59.77 feet to a POINT IN CREEK; THENCE North 58 degrees 08 minutes 00 seconds West for a distance of 27.88 feet to a POINT IN CREEK; THENCE North 42 degrees 32 minutes 00 seconds West for a distance of 14.80 feet to a POINT IN CREEK; THENCE North 11 degrees 35 minutes 05 seconds East for a distance of 10.78 feet to a POINT IN CREEK; THENCE North 80 degrees 11 minutes 30 seconds East for a distance of 13.04 feet to a POINT IN CREEK; THENCE North 56 degrees 18 minutes 20 seconds East for a distance of 9.65 feet to a POINT IN CREEK; THENCE North 12 degrees 23 minutes 30 seconds East for a distance of 13.58 feet to a POINT IN CREEK; THENCE North 17 degrees 00 minutes 10 seconds West for a distance of 28.49 feet to a POINT IN CREEK common to Woodruff and Olson; THENCE North 44 degrees 05 minutes 00 seconds West for a distance of 19.32 feet to a POINT IN CREEK; THENCE North 69 degrees 29 minutes 55 seconds West for a distance of 28.71 feet to a POINT IN CREEK; THENCE North 65 degrees 46 minutes 10 seconds West for a distance of 46.65 feet to a POINT IN CREEK; THENCE North 89 degrees 00 minutes 20 seconds West for a distance of 70.19 feet to a POINT IN CREEK; THENCE North 64 degrees 54 minutes 00 seconds West for a distance of 20.18 feet to a POINT IN CREEK; THENCE North 55 degrees 30 minutes 35 seconds West for a distance of 38.92 feet to a POINT IN CREEK a common corner with Olson and Brevard College THENCE leaving KINGS CREEK North 33 degrees 53 minutes 55

seconds East for a distance of 85.81 feet to a POINT; THENCE along a curve to the left having a radius of 77.97 feet and an arc length of 60.23 feet, being subtended by a chord of South 59 degrees 33 minutes 40 seconds West for a distance of 58.74 feet to a POINT; THENCE along a curve to the right having a radius of 104.75 feet and an arc length of 38.70 feet, being subtended by a chord of South 48 degrees 01 minutes 00 seconds West for a distance of 38.48 feet to a POINT; THENCE North 77 degrees 35 minutes 40 seconds West for a distance of 15.00 feet to a POINT IN CREEK; THENCE South 78 degrees 50 minutes 35 seconds West for a distance of 8.79 feet to a POINT IN CREEK; THENCE North 89 degrees 49 minutes 20 seconds West for a distance of 52.35 feet to a POINT IN CREEK; THENCE North 57 degrees 53 minutes 45 seconds West for a distance of 14.81 feet to a POINT IN CREEK; THENCE North 28 degrees 13 minutes 35 seconds West for a distance of 26.86 feet to a POINT IN CREEK; THENCE North 26 degrees 57 minutes 35 seconds West for a distance of 39.43 feet to a POINT IN CREEK; THENCE leaving KING CREEK North 78 degrees 53 minutes 30 seconds East for a distance of 32.87 feet to a ½" Rebar found, being the **POINT OF BEGINNING** and being all of that certain tract of land as shown on a plat of survey prepared for Brevard College in association with the State of North Carolina's Ecosystem Enhancement Program by Joel Johnson Land Surveying, Inc. dated Sept. 28, 2004 Drawing Number 04-063CE, Revised November 5, 2004, November 18, 2004 & January 25, 2005

Said property is located within Transylvania County Land Records Property Identification Number 8586-62-8087 and contains **6.11 Acres** more or less.

Together with and subject to covenants, easements, and Restrictions of record.