BOOK3881 - PAGE97

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
May 31, 2011 03:56:53 PM
Book 3881 Page 97-105
FEE: $38.00
INSTRUMENT # 2011007078

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INSTRUMENT # 2011007078

State of North Carolina

BOUNDARY LINE AGREEMENT

County of Moore

Prepared by and return to: Anne M. Evans, Esq., McCoy Wiggins Cleveland & O'Connor PLLC, P. O. Box 87009, Fayetteville, NC 28304-7009

Revenue: $-0-

This Boundary Line Agreement, is made this 24th day of May, 2011, by and between BAPTIST CHILDREN'S HOMES OF NORTH CAROLINA, INCORPORATED (also known as Baptist Children's Homes of North Carolina, Inc.,) a North Carolina nonprofit corporation, party of the first part; and CLINTON GRAY PEELE and wife, KAY K. PEELE, citizens and residents of Moore County, North Carolina, collectively party of the second part;

WITNESSETH:

WHEREAS, the party of the first part and the party of the second part are owners of adjoining tracts of land located in Greenwood Township, Moore County, North Carolina; and

WHEREAS, the party of the first part's property is described in the deeds recorded in Deed Book 425, Page 398; and Deed Book 425, Page 401, Moore County Registry (hereinafter the "BCH PROPERTY"); and

WHEREAS, the party of the second part's property is described in the deed recorded in Deed Book 266, Page 173, Moore County Registry (hereinafter the "PEELE PROPERTY"); and

WHEREAS, all of the boundaries of the PEELE PROPERTY adjoin the BCH PROPERTY; and

WHEREAS, some question as to certain dividing lines between the BCH PROPERTY and the PEELE PROPERTY having arisen, party of the first part and party of the second part desire to definitely fix and establish certain boundary line(s) between their respective properties, the BCH PROPERTY and the PEELE PROPERTY, which adjoin; and

WHEREAS, party of the first part and party of the second part executed a certain plat map entitled "Final Plat Boundary Survey for Clinton Gray Peele and wife Kay K. Peele and Boundary Line Agreement with Baptist Children's Homes of North Carolina, Incorporated" and recorded in Plat Cabinet 15, Page 273, Moore County, NC, Public Registry for the purpose of establishing the location of the PEELE PROPERTY boundaries which are adjoined by the BCH PROPERTY, such plat map being entitled "Final Plat Boundary Survey for Clinton Gray Peele and wife Kay K. Peele and Boundary Line Agreement with Baptist Children's Home of North Carolina, Inc." and recorded in Plat Cabinet 15, Page 273, Moore County, NC, Public Registry, said plat map being hereinafter referred to as the "Boundary Line Plat"; and

WHEREAS, party of the first part and party of the second part have agreed to establish and acknowledge the boundary lines between the PEELE PROPERTY and the BCH PROPERTY and for each party to convey and quitclaim to the other party all property necessary to establish to common boundary lines between the the PEELE PROPERTY and the BCH PROPERTY in the location as shown on the Boundary Line Plat; and

WHEREAS, party of the first part and party of the second part acknowledge and agree that said boundary lines at issue between the PEELE PROPERTY and the BCH PROPERTY are accurately depicted and shown on Boundary Line Plat and that the boundaries of the PEELE PROPERTY are correctly described in Exhibit 1 attached hereto and incorporated herein by reference.

NOW THEREFORE, the parties hereto, in consideration of the premises and the sum of Ten ($10.00) Dollars, each to the other in hand paid, the sufficiency of which is hereby acknowledged, do hereby covenant and agree as follows:

1. The boundary lines of the PEELE PROPERTY are correctly described in Exhibit 1 attached hereto and incorporated herein by reference, as further specified and shown as that tract of property consisting of 28.28 acres, more or less, on the Boundary Line Plat.

2. Party of the first part does hereby convey, release and forever quitclaim to party of the second part all right, title, claim and interest in and to all the lands in which party of the first part has any interest whatsoever lying within the boundary lines of that tract of property consisting of 28.28 acres, more or less, and shown on the Boundary Line Plat as "Existing Boundary Survey Property of Clinton Gray Peele and wife Kay K. Peel Deed Book 3310 Page 247 (Deed Book 266, Page 173)

PIN: 953501275765 28.28 acres +/- Total Area", said tract of property consisting of 28.28 acres, more or less, being further described in Exhibit 1 attached hereto.

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to party of the second part in fee simple.

3. Party of the second part does hereby convey, release and forever quitclaim to the party of the first part all right, title, claim and interest in and to all the lands in which party of the second part has any interest whatsoever lying outside and north, south, east, and west of the boundary lines of that tract of property consisting of 28.28 acres, more or less, and shown on the Boundary Line Plat as "Existing Boundary Survey Property of Clinton Gray Peele and wife Kay K. Peel Deed Book 3310 Page 247 (Deed Book 266, Page 173) PIN: 953501275765 28.28 acres +/- Total Area", " said tract of property consisting of 28.28 acres, more or less, being further described in Exhibit 1 attached hereto.

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to party of the first part in fee simple.

4. Party of the second part hereby acknowledges that a portion of a fence owned by party of the second part is encroaching onto the BCH PROPERTY in the vicinity of the southern boundary of the PEELE PROPERTY, said fence encroachment being generally shown on the Boundary Line Plat. Party of the second part hereby agree that at such time as that portion of said fence which encroaches onto the BCH PROPERTY requires repair or replacement or is repaired or replaced, party of the second part shall remove such fence from the BCH PROPERTY and relocate such fence onto the property of party of the second part.

The designation party of the first part and party of the second part as used herein shall include said parties, their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN TESTIMONY WHEREOF, the said party of the first part and said party of the second part have hereunto set their hands and seals as of the day and year first written above.

BAPTIST CHILDREN'S HOMES OF
NORTH CAROLINA, INCORPORATED

By: Michael C. Blackwell (SEAL)
Name: Michael C. Blackwell
Title: President

ATTEST:

Samuel V. Bardon, Assistant Secretary

[Corporate Seal]

Clinton Gray Peele (SEAL)
CLINTON GRAY PEELE

Kay K. Peele (SEAL)
KAY K. PEELE

Witnessed by:
Anne M. Evans

STATE OF North Carolina

COUNTY OF Davidson

I, Ellen B. Cook, a Notary Public for said aforesaid County and State, certify that Samuel V. Barefoot personally appeared before me this day and acknowledged that he is the Assistant Secretary of Baptist Children's Homes of North Carolina, Incorporated, a North Carolina non-profit corporation, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by Michael C. Blackwell, its President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

Witness by hand and notarial seal this 24th day of May, 2011.

ELLEN B. COOK NOTARY PUBLIC DAVIDSON COUNTY, NC

Ellen B. Cook
Notary Public
Print Name: Ellen B. Cook

My Commission Expires: 2-21-12

[OFFICIAL SEAL]

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for said aforesaid County and State, certify that **Clinton Gray Peele and Kay K. Peele,** having provided sufficient evidence of identity or being personally known to me, appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purpose stated therein.

Witness by hand and notarial seal this _____ day of May, 2011.

_____
Notary Public
Print Name: _____

My Commission Expires: _____

[OFFICIAL SEAL]

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State of North Carolina
County of Cumberland

I, Angela C. Ashworth the undersigned Notary Public, certify that Anne M. Evans [name of subscribing witness] personally appeared before me this day and certified to me under oath or affirmation that he/she is not a grantee or beneficiary of the foregoing instrument or document, that he/she signed the foregoing document as a subscribing witness, and that she witnessed Clinton Gray Peele sign the foregoing document.

Date: May 27, 2011

Angela C. Ashworth
Notary Public

[SEAL] ANGELA C. ASHWORTH NOTARY PUBLIC CUMBERLAND CO. NC

My commission expires: 3/5/2013

State of North Carolina
County of Cumberland

I, Angela C. Ashworth the undersigned Notary Public, certify that Anne M. Evans [name of subscribing witness] personally appeared before me this day and certified to me under oath or affirmation that he/she is not a grantee or beneficiary of the foregoing instrument or document, that he/she signed the foregoing document as a subscribing witness, and that she witnessed Kay K. Peele sign the foregoing document.

Date: May 27, 2011

Angela C. Ashworth
Notary Public

[SEAL] ANGELA C. ASHWORTH NOTARY PUBLIC CUMBERLAND CO. NC

My commission expires: 3/5/2013

Exhibit 1

Landmark Surveying, Inc.
109 East Harden Street, Graham, NC 27253
336 229-6275 Voice / 336 227-5919 Fax
Email: dmlandmark@triad.rr.com

March 20, 2011

POLLY BRANCH SPO 63-AM AND SPO 63-AN
METES AND BOUNDS DESCRIPTIONS

Boundary Survey for Clinton Gray Peele and wife Kay K. Peele and boundary line agreement with Baptist Children's Home of North Carolina, Inc...

A parcel of land in Greenwood Township, Moore County, North Carolina, adjoining the Baptist Children's Home of North Carolina, Inc., bounded and described as follows:

Beginning an a new iron pin set in the center of an existing driveway in the line of the Baptist Children's Home of North Carolina, Inc., said beginning being N 70°01'20" E 53,524.24' from NCGS monument "SOP F", running thence with the Baptist Children's Home of North Carolina, Inc. S 37°39'52" E 811.66' to an existing iron pipe; S 18°20'08" W 776.41' to a new iron pin and cap set; S 18°20'08" W 92.62' to a "T" fence post set in the center of Polly Branch; thence continuing with the Baptist Children's Home of North Carolina, Inc. and along the center of Polly Branch the following:

N 36°06'04" W	5.82'	to a point in the center of Polly Branch
N 39°35'07" W	76.24'	to a point in the center of Polly Branch
N 43°31'23" W	51.97'	to a point in the center of Polly Branch
N 37°24'01" W	84.62'	to a point in the center of Polly Branch
N 33°55'43" W	148.65'	to a point in the center of Polly Branch
N 37°20'21" W	106.99'	to a point in the center of Polly Branch
N 35°21'27" W	97.28'	to a point in the center of Polly Branch
N 35°09'44" W	68.26'	to a point in the center of Polly Branch
N 32°28'21" W	93.88'	to a point in the center of Polly Branch
N 37°29'58" W	59.66'	to a point in the center of Polly Branch
N 31°00'00" W	55.48'	to a point in the center of Polly Branch
N 32°55'54" W	47.65'	to a point in the center of Polly Branch
N 40°14'57" W	32.76'	to a point in the center of Polly Branch
N 30°22'45" W	68.86'	to a point in the center of Polly Branch
N 42°24'53" W	17.59'	to a point in the center of Polly Branch
N 35°49'55" W	76.23'	to a point in the center of Polly Branch
N 38°15'27" W	37.35'	to a point in the center of Polly Branch
N 34°37'02" W	38.24'	to a point in the center of Polly Branch
N 37°48'13" W	51.26'	to a point in the center of Polly Branch
N 38°25'20" W	67.81'	to a point in the center of Polly Branch
N 35°27'52" W	57.49'	to a point in the center of Polly Branch
N 40°04'57" W	53.62'	to a point in the center of Polly Branch

N 34°33'54" W	23.45'	to a point in the center of Polly Branch
N 14°53'10" W	16.49'	to a point in the center of Polly Branch
N 04°27'25" E	30.09'	to a point in the center of Polly Branch
N 37°53'45" W	39.28'	to a point in the center of Polly Branch
N 24°28'18" W	20.90'	to a point in the center of Polly Branch
N 14°54'46" W	20.73'	to a point in the center of Polly Branch
N 65°45'18" W	44.12'	to a point in the center of Polly Branch
N 60°10'10" W	23.04'	to a point in the center of Polly Branch
N 34°38'26" W	60.60'	to a point in the center of Polly Branch
N 36°41'34" W	38.53'	to a point in the center of Polly Branch
N 51°02'29" W	146.48'	to a point in the center of Polly Branch
N 00°48'59" E	45.92'	to a point in the center of Polly Branch
N 04°04'48" W	42.01'	to a "T" post set in the center of Polly

Branch a corner with the Baptist Children's Home of North Carolina, Inc.; thence leaving Polly Branch and continuing with the Baptist Children's Home of North Carolina, Inc. N 31°20'08" E 283.74' to a new iron pin and cap set; N 31°20'08" E 412.62' to an existing iron pipe; thence S 37°39'52" E 859.48' to the point and place of beginning and containing 28.28 acres more or less as shown on a survey by Landmark Surveying, Inc. dated October 04, 2010 entitled " Final Plat, Boundary Survey for , Clinton Gray Peele and wife Kay K. Peele, and, Boundary Line Agreement With, Baptist Children's Home of North Carolina, Inc. " and recorded in Moore County Register of Deeds Plat Cabinet 15 Page 273.