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FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
May 31, 2011 03:56:53 PM
Book 3881 Page 106-121
FEE: $59.00
NC REVENUE STAMP: $124.00
INSTRUMENT # 2011007079

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INSTRUMENT # 2011007079

STATE OF NORTH CAROLINA
MOORE COUNTY

CONSERVATION EASEMENT
AND RIGHT OF ACCESS

SPO File Number 063-AM, EEP Site ID 92368
Prepared by: Office of the Attorney General, Property Control Section
Return to: NC Department of Administration, State Property Office, 1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, pursuant to the provisions of N.C. General Statutes Chapter 121, Article 4 and made this 23rd day of May, 2010, by **Baptist Children's Homes of North Carolina, Incorporated**, a non-profit corporation, ("**Grantor**"), also known as Baptist Children's Homes of North Carolina, Inc., whose mailing address is PO Box 338, Thomasville, NC 27360 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, Grantor owns in fee simple certain real property situated, lying, and being in Greenwood Township, Moore County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 775.5 +/- acres and being conveyed to the Grantor by deed as recorded in **Deed Book 425 at Pages 398 and 401** of the Moore County Registry County Registry, North Carolina; further described as PIN# 953501386339, and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of Polly Branch and its tributaries.

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 along with a general Right of Access.

The Easement Areas consist of the following:

Conservation Area-Tract 1 containing 2.21 +/- acres as shown on plat of survey entitled "Final Plat Conservation Areas For State of North Carolina Ecosystem Enhancement Program" dated October 4, 2010 prepared by Douglas R. Yarbrough, PLS and recorded on March 10, 2011 in the Moore County Registry in Plat Cabinet 15 Slide 274. (EEP Project # 92368 Polly Branch)

Conservation Area-Tract 2 containing 12.37 +/- acres as shown on plat of survey entitled "Final Plat Conservation Areas For State of North Carolina Ecosystem Enhancement Program" dated October 4, 2010 prepared by Douglas R. Yarbrough, PLS and recorded on March 10, 2011 in the Moore County Registry in Plat Cabinet 15 Slide 274. (EEP Project # 92368 Polly Branch)

Permanent Access Easement-Tract A containing 0.28 +/- acres as shown on plat of survey entitled "Final Plat Conservation Areas For State of North Carolina Ecosystem Enhancement Program" dated October 4, 2010 prepared by Douglas R. Yarbrough, PLS and recorded on March 10, 2011 in the Moore County Registry in Plat Cabinet 15 Slide 274. (EEP Project # 92368 Polly Branch)

Permanent Access Easement-Tract B containing 0.14 +/- acres as shown on plat of survey entitled "Final Plat Conservation Areas For State of North Carolina Ecosystem Enhancement Program" dated October 4, 2010 prepared by Douglas R. Yarbrough, PLS and recorded on March 10, 2011 in the Moore County Registry in Plat Cabinet 15 Slide 274. (EEP Project # 92368 Polly Branch)

See attached "**Exhibit A**" for legal descriptions of the respective Easement Areas and **"Exhibit B"** for coordinates of plat referenced above.

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, 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

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, 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. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads.

B. Educational Uses. The Grantor reserves the right to engage in and permit others 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 non-native plants, 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 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 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 diverting, causing, allowing or permitting the diversion of surface or underground water. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. 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 all 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. Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying fee that is subject to this Easement is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee for the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future transfer of the fee simple shall be subject to this Conservation Easement. Any transfer of the fee is subject to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Easement Area for the purposes set forth herein.

M. Development Rights. All development rights are removed from the Easement Area and shall not be transferred.

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 by Grantor is prohibited.

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 N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee, its employees and agents, successors and assigns, receive a perpetual Right of Access to the Easement Area over the Property at reasonable times to undertake any activities to restore, construct, manage, maintain, enhance, and monitor the stream, wetland and any other riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. Restoration Activities. 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.

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

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 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, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

V. MISCELLANEOUS

A. 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.

B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses 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 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 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 and Right of Access may be amended, but only in 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. The owner of the Property shall notify the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property. Such notification shall be addressed to: Justin McCorkle, General Counsel, US Army Corps of Engineers, 69 Darlington Avenue, Wilmington, NC 28403

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 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 the State of North Carolina 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.

Grantor- Baptist Children's Homes of
North Carolina, Incorporated

By: Michael C. Blackwell
Michael C. Blackwell, President

(Corporate Seal)

Attested by: Samuel V. Barefoot
Print Name and Title: Samuel V. Barefoot, Assistant Secretary

STATE OF North Carolina

COUNTY OF Davidson

I, Patricia S. Carroll, 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 23rd day of May, 2011.

Patricia S. Carroll
Notary Public
Print Name: PATRICIA S. CARROLL

My Commission Expires: Nov 8, 2012

[OFFICIAL SEAL]

PATRICIA S. CARROLL NOTARY PUBLIC DAVIDSON COUNTY, N.C.

" Exhibit A"

Conservation Area Tract 1- Baptist Children's Home of North Carolina, Inc.

A conservation area on the lands of the Baptist Children's Home of North Carolina, Inc. in Greenwood Township, Moore County, North Carolina and being a portion of the property described in Deed Book 425 Page 398 and Deed Book 425 Page 401 and described as follows:

Beginning at an iron pin and cap stamped "1" on the property of the Baptist Children's Home of North Carolina, Inc., said beginning point being N 72°39'53" E 52,828.50' from NCGS monument "SOP F", running thence through the property of the Baptist Children's Home of North Carolina, Inc. the following:

N 40°19'33" W	148.22'	to a new iron pin and cap stamped "2"
N 41°40'53" E	100.65'	to a new iron pin and cap stamped "3"
N 32°23'22" E	171.37'	to a new iron pin and cap stamped "4"
N 26°05'49" E	147.74'	to a new iron pin and cap stamped "5"
N 11°29'15" E	182.74'	to a new iron pin and cap stamped "6"
S 62°03'29" E	196.46'	to a new iron pin and cap stamped "65"
S 27°44'35" W	515.95'	to a new iron pin and cap stamped "66"
S 45°28'54" W	136.84'	to the point and place of beginning and

being Conservation Area Tract 1 containing 2.21 acres more or less as shown on a survey by Landmark Surveying, Inc. entitled "Final Plat Conservation Areas For State of North Carolina Ecosystem Enhancement Program" dated October 4, 2010 prepared by Douglas R. Yarbrough, PLS and recorded on March 10, 2011 in the Moore County Registry in Plat Cabinet 15 Slide 274.

Conservation Area Tract 2-Baptist Children's Home of North Carolina, Inc.

A conservation area on the lands of the Baptist Children's Home of North Carolina, Inc. in Greenwood Township, Moore County, North Carolina and being a portion of the property described in Deed Book 425 Page 398 and Deed Book 425 Page 401 adjoining the lands of Clinton Gray Peele and wife Kay K. Peele and described as follows:

Beginning at an iron pin and cap stamped "46" on the property line of Clinton Gray Peele and wife Kay K. Peele, said beginning point being N 69°24'54" E 52,944.01' from NCGS monument "SOP F", running thence with the property line of Clinton Gray Peele and wife Kay K. Peele S 31°20'08 W 283.74'to a "T" fence post set in the center of

Polly Branch; thence down the center of Polly Branch and with Clinton Gray Peele and wife Kay K. Peele the following:

S 04°04'48" E	42.01'	to a point in the center of Polly Branch
S 00°48'59" W	45.92'	to a point in the center of Polly Branch
S 51°02'29" E	146.48'	to a point in the center of Polly Branch
S 36°41'34" E	38.53'	to a point in the center of Polly Branch
S 34°38'26" E	60.60'	to a point in the center of Polly Branch
S 60°10'10" E	23.04'	to a point in the center of Polly Branch
S 65°45'18" E	44.12'	to a point in the center of Polly Branch
S 14°54'46" E	20.73'	to a point in the center of Polly Branch
S 24°28'18" E	20.90'	to a point in the center of Polly Branch
S 37°53'45" E	39.28'	to a point in the center of Polly Branch
S 04°27'25" W	30.09'	to a point in the center of Polly Branch
S 14°53'10" E	16.49'	to a point in the center of Polly Branch
S 34°33'54" E	23.45'	to a point in the center of Polly Branch
S 40°04'57" E	53.62'	to a point in the center of Polly Branch
S 35°27'52" E	57.49'	to a point in the center of Polly Branch
S 38°25'20" E	67.81'	to a point in the center of Polly Branch
S 37°48'13" E	51.26'	to a point in the center of Polly Branch
S 34°37'02" E	38.24'	to a point in the center of Polly Branch
S 38°15'27" E	37.35'	to a point in the center of Polly Branch
S 35°49'55" E	76.23'	to a point in the center of Polly Branch
S 42°24'53" E	17.59'	to a point in the center of Polly Branch
S 30°22'45" E	68.86'	to a point in the center of Polly Branch
S 40°14'57" E	32.76'	to a point in the center of Polly Branch
S 32°55'54" E	47.65'	to a point in the center of Polly Branch
S 31°00'00" E	55.48'	to a point in the center of Polly Branch
S 37°29'58" E	59.66'	to a point in the center of Polly Branch
S 32°28'21" E	93.88'	to a point in the center of Polly Branch
S 35°09'44" E	68.26'	to a point in the center of Polly Branch
S 35°21'27" E	97.28'	to a point in the center of Polly Branch
S 37°20'21" E	106.99'	to a point in the center of Polly Branch
S 33°55'43" E	148.65'	to a point in the center of Polly Branch
S 37°24'01" E	84.62'	to a point in the center of Polly Branch
S 43°31'23" E	51.97'	to a point in the center of Polly Branch
S 39°35'07" E	76.24'	to a point in the center of Polly Branch
S 36°06'04" E	5.82'	to a "T" fence post set in the center of Polly

Branch a corner with Clinton Gray Peele and wife Kay K. Peele; thence with Clinton Gray Peele and wife Kay K. Peele N 18°20'08" E 92.62' to a new iron pin and cap stamped "59"; thence through the property of the Baptist Children's Home of North Carolina, Inc. the following:

S 41°31'24" E	116.99'	to an iron pin and cap stamped "60"
S 25°37'08" E	130.09'	to an iron pin and cap stamped "61"
S 05°32'44" W	89.81'	to an iron pin and cap stamped "62"
S 15°57'49" E	194.66'	to an iron pin and cap stamped "63"
S 13°56'12" E	96.25'	to an iron pin and cap stamped "64"

N 62°03'29" W	199.46'	to an iron pin and cap stamped "7"
N 23°20'47" W	211.29'	to an iron pin and cap stamped "8"
N 17°05'16" W	164.99'	to an iron pin and cap stamped "9"
S 84°34'02" W	54.57'	to an iron pin and cap stamped "10"
N 76°20'13" W	125.18'	to an iron pin and cap stamped "11"
S 68°05'24" W	73.37'	to an iron pin and cap stamped "12"
N 35°42'05" W	70.08'	to an iron pin and cap stamped "13"
N 29°51'07" E	75.63'	to an iron pin and cap stamped "14"
N 35°10'41" W	87.02'	to an iron pin and cap stamped "15"
N 12°49'11" W	130.66'	to an iron pin and cap stamped "16"
N 27°16'48" W	160.99'	to an iron pin and cap stamped "17"
N 55°47'10" W	84.08'	to an iron pin and cap stamped "18"
N 72°12'55" W	114.64'	to an iron pin and cap stamped "19"
N 89°07'04" W	75.93'	to an iron pin and cap stamped "20"
N 63°15'45" W	110.38'	to an iron pin and cap stamped "21"
N 19°31'10" W	38.19'	to an iron pin and cap stamped "22"
N 04°57'04" W	124.49'	to an iron pin and cap stamped "23"
N 50°16'14" E	59.60'	to an iron pin and cap stamped "24"
N 70°11'30" E	81.04'	to an iron pin and cap stamped "25"
N 43°16'58" W	86.55'	to an iron pin and cap stamped "26"
N 74°13'45" W	183.73'	to an iron pin and cap stamped "27"
N 39°01'47" W	88.59'	to an iron pin and cap stamped "28"
N 67°09'38" W	102.94'	to an iron pin and cap stamped "29"
N 55°39'04" E	90.61'	to an iron pin and cap stamped "30"
N 29°23'31" E	89.66'	to an iron pin and cap stamped "31"
N 13°47'23" W	47.70'	to an iron pin and cap stamped "32"
N 32°43'03" W	129.41'	to an iron pin and cap stamped "33"
N 09°26'02" E	81.75'	to an iron pin and cap stamped "34"
N 67°21'53" W	145.68'	to an iron pin and cap stamped "35"
S 73°24'53" W	91.01'	to an iron pin and cap stamped "36"
N 02°42'29" E	108.79'	to an iron pin and cap stamped "37"
N 54°46'44" E	122.39'	to an iron pin and cap stamped "38"
N 28°33'20" E	46.88'	to an iron pin and cap stamped "39"
N 07°21'44" E	82.04'	to an iron pin and cap stamped "40"
N 18°36'38" W	123.17'	to an iron pin and cap stamped "41"
S 80°10'23" W	64.76'	to an iron pin and cap stamped "42"
N 05°48'54" W	75.67'	to an iron pin and cap stamped "43"
N 69°00'57" E	303.38'	to an iron pin and cap stamped "44"
S 03°41'34" W	130.16'	to an iron pin and cap stamped "45"
S 22°32'38" E	66.16'	to the point and place of beginning and

being Conservation Area Tract 2 containing 12.37 acres more or less as shown on a survey by Landmark Surveying, Inc. entitled "Final Plat Conservation Areas For State of North Carolina Ecosystem Enhancement Program" dated October 4, 2010 prepared by Douglas R. Yarbrough, PLS and recorded on March 10, 2011 in the Moore County Registry in Plat Cabinet 15 Slide 274.

Permanent Access Easement Tract A- Baptist Children's Home of North Carolina, Inc.

A permanent access easement to a conservation area on the lands of the Baptist Children's Home of North Carolina, Inc. in Greenwood Township, Moore County, North Carolina and being a portion of the property described in Deed Book 425 Page 398 and Deed Book 425 Page 401 and described as follows:

Beginning at an iron pin and cap stamped "1" on the property of the Baptist Children's Home of North Carolina, Inc., said beginning point being N 72°39'53" E 52,828.50' from NCGS monument "SOP F", running thence through the property of the Baptist Children's Home of North Carolina, Inc. thence S 45°28'54" W 15.79' to a point; S 44°48'59" E 86.79' to a point, S 37°00'46" E 90.84' to a point in the centerline of Boys Camp Road, thence with the centerline of said road S 33°29'09" W 31.83' to a point in the centerline of Boys Camp Road, thence leaving said road and through the property of the Baptist Children's Home of North Carolina, Inc. N 37°00'46" W 99.41' to a point, N 44°48'59" W 85.82' to a point, N 40°43'19" W 144.09' to a point, N 41°40'53" E 47.19' to a iron pin and cap stamped 2, thence S 40°19'33" E 148.22' to the point and place of beginning and being permanent access easement tract A containing 0.28 acres more or less as shown on a survey by Landmark Surveying, Inc. entitled "Final Plat Conservation Areas For State of North Carolina Ecosystem Enhancement Program" dated October 4, 2010 prepared by Douglas R. Yarbrough, PLS and recorded on March 10, 2011 in the Moore County Registry in Plat Cabinet 15 Slide 274.

Permanent Access Easement Tract B- Baptist Children's Home of North Carolina, Inc.

A permanent access easement to a conservation area on the lands of the Baptist Children's Home of North Carolina, Inc. and conservation area on the lands of Clinton Gray Peele and wife Kay K. Peele in Greenwood Township, Moore County, North Carolina and being a portion of the property described in Deed Book 425 Page 398 and described as follows:

Beginning at a mag nail set in the centerline of Boys Camp Road said beginning point being N 69°59'13" E 53,615.31' from NCGS monument "SOP F", running thence through the property of the Baptist Children's Home of North Carolina, Inc. along the centerline of an existing soil road S 59°45'45" W 60.53' to a new nail set thence continuing with the centerline of an existing soil road S 34°58'23" W 38.48' to a new iron pin set in the line of Clinton Gray Peele and wife Kay K. Peele and being the centerline of a proposed 60' width permanent access easement, said easement being 30' to each side of said centerline and being permanent access easement tract B containing 0.14 acres more or less as shown on a survey by Landmark Surveying, Inc entitled "Final

Plat Conservation Areas For State of North Carolina Ecosystem Enhancement Program" dated October 4, 2010 prepared by Douglas R. Yarbrough, PLS and recorded on March 10, 2011 in the Moore County Registry in Plat Cabinet 15 Slide 274.

"Exhibit B"

Coordinates for plat recorded in Plat Cabinet 15 Slide 724
of the Moore County Registry

Polly Branch
Greenwood Township
Moore County, North Carolina
NCEEP Project 92368
Clinton Gray Peele and Wife Kay K. Peele
SPO Number 63-AN EEP Parcel Id #501
Baptist Children's Home of North Carolina, Inc
SPO Number 63-AM EEP Parcel ID #499

Coordinates corresponding to stamped numbers on NCEEP aluminum caps set on #5 rebar.

Pin #	North	East
1	555591.3264	1932866.9143
2	555704.3239	1932770.9975
3	555779.4950	1932837.9291
4	555924.2065	1932929.7282
5	556056.8859	1932994.7186
6	556235.9693	1933031.1129
7	556276.4871	1933018.7471
8	556470.4801	1932935.0147
9	556628.1871	1932886.5347
10	556623.0205	1932832.2090
11	556652.5894	1932710.5714
12	556625.2121	1932642.5020
13	556682.1211	1932601.6067
14	556747.7187	1932639.2538
15	556818.8453	1932589.1202
16	556946.2442	1932560.1298
17	557089.3244	1932486.3441
18	557136.6013	1932416.8142
19	557171.6163	1932307.6554
20	557172.7854	1932231.7383
21	557222.4477	1932133.1560
22	557258.4400	1932120.3967
23	557382.4609	1932109.6526
24	557420.5549	1932155.4890
25	557448.0174	1932231.7347
26	557511.0221	1932172.3977
27	557560.9595	1931995.5802
28	557629.7794	1931939.7920
29	557669.7350	1931844.9247
30	557720.8596	1931919.7332
31	557798.9830	1931963.7392
32	557845.3070	1931952.3697
33	557954.1869	1931882.4230
34	558034.8301	1931895.8226
35	558090.8972	1931761.3645
36	558064.9198	1931674.1436

37	558173.5846	1931679.2832
38	558244.1705	1931779.2664
39	558285.3455	1931801.6742
40	558366.7064	1931812.1868
41	558483.4339	1931772.8800
42	558472.3819	1931709.0746
43	558547.6675	1931701.4076
44	558656.3087	1931984.6627
45	558526.4204	1931976.2795
46	558465.3191	1932001.6433
47	558377.2056	1932038.2201
48	558248.4889	1932054.5929
49	558098.7356	1932080.1526
50	557991.8740	1932105.8061
51	557963.0547	1932150.6126
52	557821.2434	1932218.0111
53	557703.9301	1932311.4363
54	557521.7910	1932447.2583
55	557269.1020	1932615.9781
56	557103.7627	1932729.1104
57	556942.9572	1932847.6437
58	556784.5261	1932969.5104
59	556757.8779	1932993.1061
60	556670.2897	1933070.6613
61	556552.9853	1933126.9115
62	556463.5951	1933118.2325
63	556276.4391	1933171.7701
64	556183.0272	1933194.9509
65	556143.9142	1933204.6684
66	555687.2734	1932964.4882

Douglas R. Yarbrough PLS L-3395 March 21, 2011