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Recorded: 08/20/2012 at 01:04:24 PM
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Excise Tax: $810.00
Surry County North Carolina
Carolyn M. Comer Reg of Deeds
Bk 1412 Pg 83-98

STATE OF NORTH CAROLINA
SURRY COUNTY

CONSERVATION EASEMENT
AND RIGHT OF ACCESS

SPO File Number 086-X
EEP Site ID 94709
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 20th day of August, 2012, by **Maple Ridge Farms, Inc.**, ("**Grantor**"), whose mailing address **1174 Pine Ridge Road, Mount Airy, NC 27030**, 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

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WHEREAS, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; 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 recognized that the Ecosystem Enhancement Program was to provide for compensatory mitigation by effective restoration and protection of the land, water and natural resources of the State; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; 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 Stewarts Creek Township, Surry County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 408 +/- acres and being conveyed to the Grantor by deed as recorded in **Deed Book 0426 at Page 1017, Deed Book 0504, Page 1127, Deed Book 0504, Page 1134** of the Surry County Registry, North Carolina; 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 ***Moores Fork 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 along with a general Right of Access.

The Easement Area consists of the following:

Tract B containing a total of **126.46 acres** as shown on the plats of survey entitled "Final Plat, The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program, Moores Fork-Maple Ridge Farms, SPO File Number: 086-x & 086-y, EEP Project ID: 94709," dated 07/26/2012, 2012 by *Philip B. Kee*, Federal ID Number 26-0211534 and recorded in the Surry County, North Carolina Register of Deeds at **Plat Book 029, Pages 031-34.**

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Easement Area"

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.

B. Motorized Vehicle Use. Usage of motorized vehicles in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

The Grantor reserves the right, for himself, his successors and assigns, to operate motorized vehicles within Crossing Area(s) described on the survey recorded in Plat Book 029, Pages 031-034, of the Surry County Registry as "soil roadbed/roadway". Said trail/road shall and must be maintained and repaired by Grantor, his successors or assigns to prevent degradation of the Conservation Easement Area.

C. 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.

D. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, or vegetation that 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.

E. Industrial, Residential and Commercial Uses. All industrial, residential and commercial uses are prohibited in the Easement Area.

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

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

H. Roads and Trails. There shall be no construction or maintenance of roads, trails, walkways, or paving in the Conservation Easement Area with the following exception:

Only roads and trails located within the Conservation Easement Area prior to completion of the construction of the restoration project and within crossings shown on the recorded survey plat may be maintained by Grantor, successors or assigns to allow for access to the interior of the Property, and must be repaired and maintained to prevent runoff and degradation to the Conservation Easement Area. Such roads and trails shall be covered with pervious materials such as loose gravel or permanent vegetation in order to minimize runoff and prevent sedimentation.

I. 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.

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

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

L. 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 in the Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Easement Area 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 on the Property.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying Property owned by the Grantor in fee simple ("fee") that is subject to this Easement is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee 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.

N. Development Rights. All development rights are permanently removed from the Easement Area and are non-transferrable.

O. 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.

P. Grantor Reserved Rights. Grantor reserves the right to construct and maintain an underground manure pipe no greater than eight inches in diameter within a trench of no greater than twelve feet in width across conservation easement area A (between corners 40 and 43) as permitted. Plans for the installation shall be reviewed and approved by the Grantee in writing prior to the installation, with such approval not to be unreasonably withheld. Installation shall follow all federal, state, and local ordinances, requirements, or regulations. Future maintenance activities shall be restricted to a corridor on either side of the pipe not to exceed six feet in width. Any vegetation and soil that is impacted by the disturbance shall be restored to its original condition to the greatest extent practicable.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance 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 in 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 in the Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor-in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as 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 is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law 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 is 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 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, or damage to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, 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 that 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, or their successors or assigns, if 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 is 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.

William L. Horton Jr. (SEAL)

Print Name: William L. Horton Jr.

Title: President

STATE OF NORTH CAROLINA
COUNTY OF Surry

I, Michael F. Royster, a notary Public for said County and State, certify that William L. Horton, Jr. personally came before me this day and acknowledged that he is President of Maple Ridge Farms, Inc., 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 President.

Witness my hand and official seal, this the 20th day of August, 2012.

(Notary Seal)

OFFICIAL SEAL
Notary Public - North Carolina
County of Surry
MICHAEL F. ROYSTER

Michael F. Royster

Notary Public

My Commission Expires:

5/15/2017

MAPLE Ridge Farms, Inc. Corporate Seal

EXHIBIT A

Legal Description

A Conservation Easement for
The State of North Carolina,
NC Department of Administration,
Ecosystem Enhancement Program,
Moores Fork-Maple Ridge Farms

SPO FILE NUMBER: (086-X) ***EEP PROJECT ID: (94709)*** ***DATE: (05/23/12)***

The following Conservation Easement Areas are located off of Horton Road (S.R. #1663) within the Stewarts Creek Township, Surry County, North Carolina and being portions of the properties recorded in Deed Book 504 Page 1134, Deed Book 426 Page 1017 and Deed Book 504 Page 1127 in the Surry County Register of Deeds and being more particularly described as follows:

Conservation Easement (Area A): 56.51 Acres

BEGINING at corner 1 of Area A, being a 5/8" rebar set with EEP cap in the common line with Deed Book 612 Page 1044 and being located N 23°28'41" E a distance of 310.83 feet from an existing 1/2" iron pipe being the terminus of the 4th call of Tract 2, Deed Book 534 Page 282 found in the Surry County Register of Deeds. Thence with the boundary of the conservation easement area and the common line with Deed Book 612 Page 1044 the following courses and distances:

(1) N 23°28'41" E a distance of 1163.68 feet to an existing 3/4" Iron Pipe (corner 2);
(2) N 05°32'10" E a distance of 100.43 feet to a 5/8" rebar set with EEP cap (corner 3);
(3) N 05°32'10" a distance of 50.00 feet to a calculated point in the branch ;

Thence up and with the branch and the above mentioned common line the following courses and distances:

(4) N 34°29'09" W a distance of 76.96 feet to a calculated point in the branch;
(5) N 01°08'15" W a distance of 115.12 feet to a calculated point in the branch;
(6) S 87°14'09" E a distance of 33.68 feet to a calculated point in the branch;
(7) S 42°40'48" E a distance of 75.37 feet to a calculated point in the branch;
(8) S 66°59'13" E a distance of 59.62 feet to a calculated point in the branch;
(9) N 06°06'19" W a distance of 51.88 feet to a calculated point in the branch;
(10) N 47°13'50" E a distance of 62.02 feet to a calculated point in the branch;
(11) N 42°43'13" W a distance of 38.46 feet to a calculated point in the branch;

Thence with the common line of Deed Book 612 Page 1044 and leaving the branch the following courses and distances:

(12) N 87°15'59" W a distance of 13.00 feet to a 5/8" rebar set with EEP cap (corner 4);

(13) N 87°15'59" W a distance of 1365.60 feet to a 36 inch oak tree (corner 5), being the terminus of the 13th call of Tract XV, Deed Book 612 Page 1044;
(14) N 06°54'25" E a distance of 909.25 feet to a 5/8" rebar set with EEP cap (corner 6);
(15) N 06°54'25" E a distance of 25.00 feet to a calculated point in the branch;

Thence up and with the branch and continuing with the above mentioned common line the following courses and distances:

(16) N 09°09'34" W a distance of 80.91 feet to a calculated point in the branch;
(17) N 47°42'04" E a distance of 33.67 feet to a calculated point in the branch;
(18) N 14°45'15" W a distance of 16.62 feet to a calculated point in the branch;

Thence continuing with the boundary of the conservation easement area and leaving the branch the following courses and distances:

(19) S 63°20'31" E a distance of 30.00 feet to a 5/8" rebar set with EEP cap (corner 7);
(20) S 63°20'31" E a distance of 480.71 feet to a 5/8" rebar set with EEP cap (corner 8);
(21) N 72°54'28" E a distance of 413.57 feet to a 5/8" rebar set with EEP cap (corner 9);
(22) S 53°45'03" E a distance of 103.40 feet to a 5/8" rebar set with EEP cap (corner 10);
(23) S 83°11'11" E a distance of 111.88 feet to a 5/8" rebar set with EEP cap (corner 11);
(24) S 12°51'51" E a distance of 179.42 feet to a 5/8" rebar set with EEP cap (corner 12);
(25) S 49°46'44" E a distance of 71.77 feet to a calculated point lying on the common line of Deed Book 388 Page 41 and Conservation easement Area B;

Thence with the above mentioned common line the following courses and distances:

(26) S 10°42'33" E a distance of 709.25 feet to a 24 inch poplar tree (corner 26);
(27) N 53°40'01" E a distance of 972.14 feet to a 1 inch iron pipe at a buggy axle (corner 39);

Thence with the common line of Deed Book 259 Page 626 the following course and distance:

(26) S 03°30'28" W a distance of 829.32 feet to a 5/8" rebar set with EEP cap (corner 40);

Thence continuing with the boundary of the conservation easement the following courses and distances:

(27) N 52°59'49" W a distance of 628.93 feet to a 5/8" rebar set with EEP cap (corner 41);
(28) S 32°06'48" W a distance of 346.44 feet to a 5/8" rebar set with EEP cap (corner 42);
(29) S 13°13'34" E a distance of 206.72 feet to a 5/8" rebar set with EEP cap (corner 43);
(30) S 03°49'25" W a distance of 366.47 feet to a 5/8" rebar set with EEP cap (corner 44);
(31) S 40°33'21" E a distance of 795.04 feet to a 5/8" rebar set with EEP cap (corner 45);
(32) S 19°48'12" E a distance of 377.73 feet to a 5/8" rebar set with EEP cap (corner 46);
(33) S 11°00'45" W a distance of 556.07 feet to a 5/8" rebar set with EEP cap (corner 47);
(34) N 58°49'27" W a distance of 119.26 feet to a 5/8" rebar set with EEP cap (corner 48);
(35) N 01°53'08" E a distance of 191.89 feet to a 5/8" rebar set with EEP cap (corner 49);
(36) N 41°29'39" W a distance of 372.45 feet to a 5/8" rebar set with EEP cap (corner 50);
(37) N 66°31'49" W a distance of 549.37 feet to a 5/8" rebar set with EEP cap (corner 51);
(38) N 83°54'43" W a distance of 364.79 feet to the true point of BEGINNING.

Conservation Easement (Area C): 50.11 Acres

Beginning at corner 14 of Area C , being a 5/8" rebar set with EEP cap in the edge of a 45 foot wide stream crossing, which is located S 68°34'19" E a distance of 557.52 feet from a 5/8" rebar set at the northeast corner of the save and except tract referred to in Deed Book 388 Page 41. Thence with the boundary of the conservation easement area and the edge of the above mentioned stream crossing the following course and distance:

(1) N 14°48'13" W a distance of 70.26 feet to a 5/8" rebar set with EEP cap (corner 15);
(2) N 38°40'21" W a distance of 398.28 feet to a 5/8" rebar set with EEP cap (corner 16)and passing a calculated point at the end of the above mentioned stream crossing at a distance of 271.23 feet;

Thence continuing with the boundary of the conservation easement area the following courses and distances:

(3) N 27°02'14" W a distance of 422.30 feet to a 5/8" rebar set with EEP cap (corner 17);
(4) N 20°21'12" E a distance of 561.25 feet to a 5/8" rebar set with EEP cap (corner 18);
(5) S 68°43'39" E a distance of 171.35 feet to a 5/8" rebar set with EEP cap (corner 19);
(6) S 23°24'31" W a distance of 449.89 feet to a 5/8" rebar set with EEP cap (corner 20);
(7) S 34°45'41" E a distance of 376.24 feet to a 5/8" rebar set with EEP cap (corner 21);
(8) S 22°57'10" E a distance of 377.19 feet to a 5/8" rebar set with EEP cap (corner 22);
(9) N 75°56'46" E a distance of 769.43 feet to a 5/8" rebar set with EEP cap (corner 23);
(10) S 66°23'58" E a distance of 752.82 feet to a 5/8" rebar set with EEP cap (corner 24);
(11) N 00°45'18" W a distance of 244.38 feet to a 5/8" rebar set with EEP cap (corner 25);
(12) N 67°33'05" E a distance of 356.16 feet to a 5/8" rebar set with EEP cap (corner 26);
(13) N 76°01'40" E a distance of 192.75 feet to a 5/8" rebar set with EEP cap (corner 27) said point being in the common line of Deed Book 1306 Page180;

Thence with the above mentioned common line the following course and distance:

(14)S 21°43'57" E a distance of 431.68 feet to a 5/8" rebar set with EEP cap (corner 28);

Thence continuing with the boundary of the conservation easement the following courses and distances:

(15)S 21°43'57" E a distance of 369.55 feet to a 5/8" rebar set with EEP cap (corner 29);
(16)S 09°30'38" W a distance of 146.16 feet to a 5/8" rebar set with EEP cap (corner 30);
(17)S 86°51'03" W a distance of 334.67 feet to a 5/8" rebar set with EEP cap (corner 31);
(18)S 27°39'27" E a distance of 409.91 feet to a 5/8" rebar set with EEP cap (corner 32);
(19)S 50°13'17" W a distance of 234.43 feet to a 5/8" rebar set with EEP cap (corner 33);
(20)N 69°06'48" W a distance of 527.01 feet to a 5/8" rebar set with EEP cap (corner 34);
(21)S 71°32'54" W a distance of 409.37 feet to a 5/8" rebar set with EEP cap (corner 35);
(22)N 18°24'13" W a distance of 204.37 feet to a 5/8" rebar set with EEP cap (corner 36);
(23)N 52°44'12" W a distance of 567.11 feet to a 3/4" Iron pipe (corner37) said pipe being in the common line of Deed Book 259 Page 626 and Deed Book 426 Page 1017;

Thence with the above mentioned common line the following courses and distances:

(24) N 60°19'59" W a distance of 132.17 feet to an angle iron (corner 38);
(25) S 88°07'01" W a distance of 264.62 feet to a 1 inch iron pipe at a buggy axle (corner 39) and passing a calculated point in the edge of a 45 foot wide stream crossing at a distance of 190.11 feet;

Thence with the common line of the save and except tract referred to in Deed Book 388 Page 41 and the conservation easement Area B the following courses and distances:

(26) N 54°43'39" W a distance of 120.33 feet to a calculated point in the edge of a 45 foot wide stream crossing;
(27) N 54°43'39" W a distance of 276.54 feet to a calculated point;

Thence continuing with the boundary of the conservation easement area the following course and distance:

(28) N 58°14'45" E a distance of 144.89 feet to the true point of BEGINING;

Conservation Easement (Area D): 19.84 Acres

Beginning at corner 52 of Area D , being a 5/8" rebar set with EEP cap in the common line of Deed book 215 Page 599 and Deed Book 504 Page 1127, which is located S 01°06'38" E a distance of 613.07 feet from a 5/8" rebar set at the northwest corner of Deed Book 215 Page 599. Thence with the boundary of the conservation easement area and the edge of the above mentioned common line the following course and distance:

(1) S 01°06'38" E a distance of 329.11 feet to a 1 /2" Iron pipe (corner 53) said pipe being the northeast corner Deed Book 340 Page 104;

Thence with the common line of Deed Book 340 Page 104 the following course and distance:

(2) S 79°06'27" W a distance of 856.96 feet to a 1" iron pipe(corner 54) said pipe being the northwestern corner of the above mentioned common line;

Thence with the boundary of the conservation easement area the following courses and distances:

(3) S 66°07'08" W a distance of 444.05 feet to a 5/8" rebar set with EEP cap (corner 55);
(4) S 59°07'52" W a distance of 660.64 feet to a 5/8" rebar set with EEP cap (corner 56);
(5) S 26°23'30" E a distance of 341.01 feet to a 5/8" rebar set with EEP cap (corner 57);
(6) S 46°02'19" W a distance of 190.86 feet to a 5/8" rebar set with EEP cap (corner 58);
(7) N 23°35'03" W a distance of 465.07 feet to a 5/8" rebar set with EEP cap (corner 59);
(8) S 60°18'36" W a distance of 219.45 feet to a 5/8" rebar set with EEP cap (corner 60);
(9) S 11°00'05" W a distance of 502.94 feet to a 5/8" rebar set with EEP cap (corner 61);
(10) N 87°38'05" W a distance of 191.61 feet to a 5/8" rebar set with EEP cap (corner 62);
(11) N 14°33'35" E a distance of 610.57 feet a 5/8" rebar set with EEP cap (corner 63);
(12) N 62°04'53" E a distance of 1065.44 feet to a 5/8" rebar set with EEP cap (corner 64);

(13)N 56°43'47" W a distance of 214.45 feet to a 5/8" rebar set with EEP cap (corner 65);
(14)N 39°23'05" E a distance of 137.81 feet to a 5/8" rebar set with EEP cap (corner 66);
(15)S 62°01'59" E a distance of 238.48 feet to a 5/8" rebar set with EEP cap (corner 67);
(16)N 77°02'17" E a distance of 417.16 feet to a 5/8" rebar set with EEP cap (corner 68);
(17)N 56°03'32" W a distance of 702.06 feet to a 5/8" rebar set with EEP cap (corner 69);
(18)N 32°29'26" W a distance of 203.63 feet to a 5/8" rebar set with EEP cap (corner 70);
(19)N 08°48'28" E a distance of 154.05 feet to a 5/8" rebar set with EEP cap (corner 71);
(20)N 89°43'09" E a distance of 120.05 feet to a 5/8" rebar set with EEP cap (corner 72);
(21)S 16°11'44" W a distance of 107.73 feet to a 5/8" rebar set with EEP cap (corner 73);
(22)S 57°47'00" E a distance of 479.49 feet to a 5/8" rebar set with EEP cap (corner 74);
(23)S 45°30'00" E a distance of 455.19 feet to a 5/8" rebar set with EEP cap (corner 75);
(24)N 74°11'06" E a distance of 342.81 feet to a 5/8" rebar set with EEP cap (corner 76);
(25)N 55°00'30" E a distance of 235.03 feet to a 5/8" rebar set with EEP cap (corner 77);
(26)N 71°51'04" E a distance of 172.03 feet to the true point of BEGINNING.

45' Wide Stream Crossing:

BEGINNING at a 1" iron pipe at a buggy axel (corner 39 of conservation easement areas A and B) said point also being the northwest corner of Deed Book259 Page 626 and the eastern most corner of Deed Book 388 Page 41, thence with the common line of Deed Book 388 Page 41 the following course and distance:

(1) N 54°43'39" W a distance of 120.33 feet to a calculated point;

Thence with the edge of the 45 foot stream crossing and passing through conservation easement area C the following courses and distances:

(2) N 27°58'37" W a distance of 170.60 feet to a calculated point;
(3) N 14°48'13" W a distance of 88.21 feet to a 5/8" rebar set with EEP cap (corner 14);

Thence with the common line of conservation easement area C the following courses and distances:

(4) N 14°48'13" W a distance of 70.26 feet to a 5/8" rebar set with EEP cap (corner 15);
(5) N 38°40'21" W a distance of 271.23 feet to a calculated point;

Thence with the edge of the 45 foot stream crossing and passing through conservation easement area C the following courses and distances:

(6) S 76°25'27" E a distance of 73.50 feet to a calculated point;
(7) S 38°40'21" E a distance of 206.52 feet to a calculated point;
(8) N 53°36'42" E a distance of 81.88 feet to a 5/8" rebar set with EEP cap (corner 22);
(9) N 82°43'56" E a distance of 259.26 feet to a calculated point;
(10)N 58°58'12" E a distance of 104.92 feet to a calculated point;
(11)N 75°56'46" E a distance of 154.12 feet to a calculated point;
(12)S 58°58'12" W a distance of 261.80 feet to a calculated point;
(13)S 82°43'56" W a distance of 257.04 feet to a calculated point;
(14)S 53°36'42" W a distance of 80.98 feet to a calculated point;
(15)S 14°48'13" E a distance of 131.70 feet to a calculated point;

(16)S 27°58'37" E a distance of 154.70 feet to a calculated point;
(17)S 54°43'39" E a distance of 169.01 feet to a calculated point;
(18)S 88°07'01" W a distance of 74.51 feet to the true point of BEGINNING.

Total* Conservation *Easement Area: 126.46 Acres

Being all of Areas A, C and D as shown on a plat of survey entitled "A Conservation Easement Survey for: The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program;" Moores Fork-Maple Ridge Farms Project; Job# 110106-Moores, by Kee Mapping and Surveying, PA between the dates of 10/01/11-03/12/12; under the supervision of Phillip B. Kee, PLS NC-4647.

CONTINUATION OF EXHIBIT "A"

CONSERVATION EASEMENT "A" IS DESCRIBED ON PLAT BOOK 29, PAGE 32, SURRY COUNTY REGISTRY.

CONSERVATION EASEMENT "C" IS DESCRIBED ON PLAT BOOK 29, PAGE 33, SURRY COUNTY REGISTRY.

CONSERVATION EASEMENT "D" IS DESCRIBED ON PLAT BOOK 29, PAGE 34, SURRY COUNTY REGISTRY.