

Neu-Con **MBI** (Alexander)

Greene County

Project ID #264

This property portfolio has been created for the NC DEQ Division of Mitigation Services. It includes real property documents related to compensatory mitigation. Typical documents include recorded conservation easements, warranty deeds, and plats. Other relevant legal documents and illustrations are incorporated when they provide insight to the intended audience of land stewards, landowners and program personnel.



Book Page
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Perry Perry
12:40
2-17 3800

DRAWN BY AND AFTER
RECORDING RETURN TO:
DAN E. PERRY
P. O. DRAWER 1475
KINSTON, NC 28503-1475

NORTH CAROLINA
GREENE COUNTY

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") made this 19th day of January, 2004, by and between EBX-NEUSE I, LLC, with an address of 10055 Red Run Boulevard, Suite 130, Owings Mills, MD 21117-4860 ("Grantor") and NORTH CAROLINA WILDLIFE HABITAT FOUNDATION, INC., with an address of P.O. Box 29187, Greensboro, NC 27429-9187 ("Grantee").

The designation Grantor and Grantee as used herein shall include said parties, their personal representatives, heirs, executors, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

RECITALS

WHEREAS, Grantor owns in fee simple approximately 27.7 acres of certain real property situate, lying and being in Greene County, North Carolina, and more particularly described as the Conservation Easement Area in Exhibit A (the "Property");

WHEREAS, Grantor and Grantee recognize the conservation value of the Property in its present state as a scenic, natural and rural area that has not been subject to significant development and as a significant area that provides a "relatively natural habitat for fish, wildlife, or plants or similar ecosystem" as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code;

WHEREAS, Grantor and Grantee further recognize the conservation and open space value of the Property in its present state, the preservation of which (a) is pursuant to local, state and federal government policy and will provide for scenic enjoyment of the general public and (b) will yield significant public benefit;

WHEREAS, pursuant to the Mitigation Agreement between North Carolina Department of Transportation ("NCDOT") and EBX-Neuse I, LLC, EBX-Neuse I, LLC owns the Property and has restored or intends to restore certain wetland and stream mitigation areas on the Property and EBX-Neuse I in turn will be using the Property to mitigate unavoidable stream and wetlands

impacts detailed in one or more permits (the "Permits") which may be issued hereafter by the United States Army Corps of Engineers, Wilmington District (the "Corps") for wetland and / or stream impacts by the North Carolina Department of Transportation ("NCDOT"), and

WHEREAS, Grantor has agreed to grant and convey a perpetual conservation easement over the Property, thereby restricting and limiting the use of the Property on the terms and conditions and for the purposes hereinafter set forth;

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor hereby unconditionally and irrevocably grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a fully transferable Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Property together with the right to preserve and protect the conservation values thereof, as follows:

ARTICLE I. PURPOSES

The purposes of this Conservation Easement are to preserve and protect the conservation values of the Property and the natural character of the Property. To achieve these purposes, the parties hereto agree to the conditions and restrictions set forth hereunder.

ARTICLE II. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. This Conservation Easement is an easement in gross, runs with the land, is fully assignable, and is enforceable by Grantee, its successors or assigns, against Grantor, Grantor's personal representatives, heirs, executors, successors and assigns, lessees, agents, invitees and licensees.

ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. The Property shall be preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Property.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved unless otherwise authorized by the Corps:

A. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Property or any introduction of non-native plants and/or animal species is prohibited.

B. Construction and Residential Use. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock or any other temporary or permanent structure or facility on or above the Property. Residential use of the Property is prohibited.

C. Industrial and Commercial Use. Industrial and/or commercial activities, including any right of passage used in conjunction with commercial or industrial activity, are prohibited on the Property.

D. Agricultural, Grazing and Horticultural Use. Agricultural, grazing, and horticultural use of the Property is prohibited.

E. Silvicultural Use and Land Clearing. There may be no destruction or cutting of trees or plants on the Property, except to control insects and disease or except as otherwise provided herein.

F. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except the posting of no trespassing signs, signs identifying the conservation values of the Property or other permitted use of the Property and/or signs identifying the Grantor as owner of the Property and Grantee as the holder of a Conservation Easement on the Property.

G. Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Property is prohibited.

H. 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, and no change in the topography of the land in any manner on the Property, except to restore natural topography or drainage patterns.

I. Water Quality and Drainage Pattern. There shall be no activities conducted on the Property that would be detrimental to water purity or any of the plants or habitats within the Property or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Property, or cause soil degradation or erosion.

J. Subdivision. Subdivision, partitioning, or dividing the Property is prohibited.

K. Vegetative Cutting. Cutting, removal, mowing, burning, harming or destruction of vegetation on the Property is prohibited except: (1) in instances where such activities are deemed necessary for the health and safety of nearby residents or the general public, but only if such activities are approved by the Grantee, (2) when considered necessary for the continued maintenance of wetland functions as approved by the Grantee, or (3) mowing existing paths or roadways.

ARTICLE IV.

GRANTOR'S ADDITIONAL RESERVED RIGHTS

The Grantor and its personal representatives, heirs, executors, successors and assigns hereby reserves the right to quiet enjoyment of the Property, the rights to ingress and egress to the Property, the right to continue such uses as exist as of the date of this grant not inconsistent with this Conservation Easement and as shown on the survey recorded in Map Book 27, Page 104 of the Greene County Registry and the right to sell, transfer, gift or otherwise convey the Property in whole or in part, provided such sale, transfer, gift or conveyance is subject to the terms of, and shall specifically reference, this Conservation Easement and written notice is provided to Grantee in accordance with the provisions herein below.

It is expressly understood and agreed that Grantor, including but not limited to its licensees, guests, employees, representatives, successors, heirs and assigns, retains the right and privilege, which rights and privileges shall not be abridged and/or restricted by any conservation activities by Grantee, its successors, heirs and assigns pursuant to this agreement, to continue wildlife activities presently enjoyed on the Property, specifically hunting, fishing, trapping and hiking.

In the event a plan is approved by the Corps or if activities are authorized in writing by the Corps, the Grantor, and its authorized representatives, shall have the rights to enter the Property to undertake such authorized activities to restore, manage, maintain, enhance, and monitor wetland, stream and riparian resources on the Property ("Authorized Activities"). These Authorized Activities include the planting of native trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to re-grade, refill, 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. None of the above-listed activities may be performed without specific written authorization by the Corps, either as the result of an approved mitigation plan or a letter authorizing the activity to be performed.

Furthermore, it is understood and agreed that Grantor has established a farm path along the perimeter of the area for ingress, egress and regress as well as two deer stands for the purpose of hunting (as shown on the survey recorded in Map Book 27, Page 104, of the Greene County Registry) to permit Grantor to enjoy these wildlife activities. Accordingly, Grantor, including but not limited to its licensees, guests, employees, representatives, successors, heirs and assigns, shall remain entitled to maintain these in their present condition without regard to the other terms and conditions contained herein.

ARTICLE V. **GRANTEE'S RIGHTS**

Grantee is granted the right to preserve and protect in perpetuity the existing condition of the Property. Consistent with these rights, Grantee may monitor the Property to ensure compliance with the terms of the Agreement to ensure that the existing conditions of the Property have not been altered. Grantee is also granted the right to enter the Property for the purposes of implementing and monitoring the Property and otherwise monitoring compliance with the term of this Agreement.

ARTICLE VI. **ENFORCEMENT AND REMEDIES**

A. Upon any breach of the terms of this Conservation Easement by Grantor, its agents, personal representatives, heirs, executors, successors, or assigns, which comes to the attention of the Grantee, the Grantee may notify the Grantor in writing of such breach. The Grantor shall have thirty (30) days after receipt of such notice to undertake actions that are reasonably calculated to promptly correct the conditions constituting such breach. If the breach remains uncured after thirty (30) days; the Grantee may exercise any, or all, or none of the following remedies:

1. Institute suits to enjoin any breach or enforce any covenant by temporary and/or permanent injunctions either prohibitive or mandatory and/or to recover any damages from injury to any conservation values protected by

this Conservation Easement, including damages for the loss of scenic, aesthetic, historic or environmental values and attorneys fees if Grantee prevails; and

2. Require that the land be restored promptly to the condition required by this Conservation Easement.

B. The Grantee has the right, but not the obligation, to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement. Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies without prior notice to Grantor, but shall exercise reasonable efforts to notify Grantor.

C. No failure on the part of Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition or provision hereof or affect the right to Grantee to enforce the same in the event of a subsequent breach or default.

D. 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 Property resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees; or from any prudent action taken in good faith by 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.

ARTICLE VII. PUBLIC ACCESS

The making and imposition of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE VIII. EXHIBIT, DOCUMENTATION AND TITLE

- A. Plat. Exhibit A, identifying the Property, is attached hereto and made a part hereof by reference.
- B. Title. Grantor covenants and represents that Grantor is the sole owner of and is seized of the Property in fee simple and has good right to make, declare and impose the aforesaid Conservation Easement; that the Property is free and clear of any and all encumbrances, except easements, leases, restrictions, rights of way, if any, and government regulations of record.

ARTICLE IX. MISCELLANEOUS

- A. Subsequent Transfers. Grantor, for itself and his personal representatives, heirs, executors, successors and assigns regarding the Property, further declares that the matters set forth in this Conservation Easement shall run with the land comprising the Property and be binding thereon, without the necessity to make specific reference to this Conservation Easement

in a separate paragraph of any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed.

B. Assignment. 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.

C. Conservation Purpose.

1. Grantor, for itself, his personal representatives, heirs, executors, successors and assigns, declares that this Conservation Easement is established exclusively for conservation purposes, as defined in 26 U.S.C. Section 170(h)(4)(a).

2. Grantor declares that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and written approval of the Grantee and the Corps.

D. Construction of Terms. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. § 121-34 et seq., which authorizes the creation of conservation easements for purposes including the conservation purposes of this Conservation Easement, including such purposes as are defined in 26 U.S.C. Section 170(h)(4)(A).

E. Recording. Grantee or Grantor shall record this instrument and any amendment hereto or assignment of Grantee's rights hereunder in the Registry of Greene County, North Carolina and may re-record it at any time as may be required to preserve its right under this Conservation Easement.

F. Hazardous Waste. The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or hazardous or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property.

G. Notices. Any notices given under this Conservation Easement shall be in writing and shall be delivered by depositing same in the U.S. Mail, certified, return receipt requested, postage prepaid and addressed to the parties as set forth above, or to such other addresses any such party may establish in writing to the others, pursuant to this notice provision.

H. Amendments. This Easement may be amended only by a writing, signed by Grantor and Grantee, subject to approval of the Corps, and any such amendment(s) shall be effective upon recording of such writing in the Registry of Greene County, North Carolina.

I. Severability. Should any provision of this Conservation Easement be declared by any tribunal of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Conservation Easement.

Exhibit "A"

Lying and being in Olds Township, Greene County, North Carolina and being further described as follows:

Being all that 22.90 acres, more or less, as depicted on that certain map entitled "CONSERVATION EASEMENT SURVEY FOR E. B. X. NEUSE I, L.L.C. OF THE ALEXANDER TRACT" dated April 7, 2003 which is recorded in Map Book/ Plat Cab. 27, Page 104 of the Greene County Registry.

J. Governing Law. This Conservation Easement shall be governed by and construed in accordance with the laws of the State of North Carolina.

K. Headings. The headings contained in this Conservation Easement are for reference purposes only and shall not affect the meaning or interpretation hereof.

L. Eminent Domain. If the whole or any part of, or any interest in, the Property be acquired or condemned by eminent domain or like power for any public or quasi-public use or purpose, then this Conservation Easement shall be subject to the applicable statutory and common law authorities regarding the condemnation, but only as to the part of the Property or interest in the Property so taken. All damages awarded for the acquisition or condemnation of the Property, or any part or interest therein, shall become the sole and absolute property of the owner of the interest in land acquired or condemned by eminent domain at the time of condemnation.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's personal representatives, heirs, executors, successors and assigns, and shall continue as a servitude in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor and Grantee hereto have set their hand and seals and caused these presents to be executed in their respective names by authority duly given, and, to the extent required, their corporate seal affixed, the day and year above first written.

GRANTOR:

EDX-NEUSE I, LLC

(CORPORATE SEAL)

By: George W. Kelly (SEAL)
GEORGE W. KELLY, MANAGER

GRANTEE:

(CORPORATE SEAL)

By: W. Harrison Stewart
TREASURER OF NORTH CAROLINA
WILDLIFE HABITAT FOUNDATION,
INC.

ATTEST:

STATE OF Maryland, COUNTY OF Baltimore

I, Thuy L. Hubany, a Notary Public in and for the County and State aforesaid, do hereby certify that George W. Kelly personally came before me this day and acknowledged that he is ~~Managing Member~~ Member of EBX Neuse I, LLC, and that he as ~~Managing Member~~ Member, being authorized to do so, executed the forgoing on behalf of the Limited Liability Company.

WITNESS my hand and official seal or stamp, this 9th day of Feb., 2004.

Thuy L. Hubany
Notary Public

My commission expires: May 3, 2005



STATE OF NORTH CAROLINA,

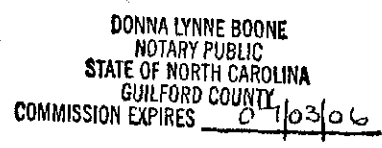
COUNTY OF Guilford

I, Donna Lynne Boone, a Notary Public in and for the County and State aforesaid, do hereby certify that W. Harrison Stewart, Jr. personally came before me this day and acknowledged that he is treasurer of North Carolina Wildlife Habitat Foundation, Inc., a corporation, and that he as treasurer being authorized to do so, executed the foregoing on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notaries seal this 21 day of January, 2004.

Donna Lynne Boone
Notary Public

My commission expires: 7/03/06



NORTH CAROLINA, GREENE COUNTY

The foregoing certificate(s) of Thuy L. Hubany and Donna Lynne Boone Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 571 Page 457. This 17th day of February, 2004 A. D., at 12:40 o'clock P. M.
Dany M. Mearns By _____
Register of Deeds, Greene County Register of Deeds

NOTES:

- 1) NO N.C.G.S. HORIZONTAL GRID MONUMENTS ARE LOCATED WITHIN 2000' OF THIS SURVEY.
- 2) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 3) AREAS ARE COMPUTED BY COORDINATE METHOD.
- 4) THIS PROPERTY IS IN ZONE B&C AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY N.F.I.P. RATE MAPS DATED 1/6/83 COMMUNITY PANEL NO. 370378 0045 B.
- 5) ACREAGE DATA:
OPEN AREA = 24.91 AC ±
WOODED AREA = 2.79 AC ±

LINE	LENGTH	BEARING
L1	99.39	S18°22'50"W
L2	100.03	S19°40'52"W
L3	100.00	S20°30'07"W
L4A	14.22	S21°23'27"W
L4B	85.78	S21°23'27"W
L5	100.00	S22°00'12"W
L6	100.01	S23°00'35"W
L7	100.00	S23°37'34"W
L8	100.00	S26°57'23"W
L9	99.99	S33°33'13"W
L10	62.01	S36°06'46"W
L11	148.66	N00°35'08"W
L12	71.34	N05°57'47"E
L13	63.30	N32°33'28"W
L14	98.64	N17°52'18"W
L15	48.11	N04°50'18"E
L16	63.19	N23°30'25"E
L17	48.21	N06°46'01"E
L18	43.75	N21°47'31"W
L19	31.03	N15°41'42"W
L21	66.81	N38°39'24"E
L22	63.13	N80°53'40"E
L23	54.97	S07°12'20"E
L24	84.58	S45°12'55"W
L25	68.15	S38°10'07"E
L26	93.14	S79°05'41"W
L27	81.60	S49°34'35"W

SOURCE OF TITLE

WILL F-13 PG 1236
DB 189 PG 145

REFERENCES

DB 118 PG 254
DB 111 PG 382

TOTAL AREA = 27.70 AC. ±
TOTAL CONSERVATION
EASEMENT AREA = 22.90 AC. ±
AREA 1 REMAINING = 3.13 AC. ±
AREA 2 REMAINING = 1.67 AC. ±

WOODED CONSERVATION
EASEMENT AREA = 2.33 AC. ±
OPEN CONSERVATION
EASEMENT AREA = 20.57 AC ±

EDWINA EDWARDS ESTATE
CLAUDIA APPLEWHITE AGENT

CONSERVATION EASEMENT AREA
22.90 AC. ±

AREA 2 REMAINING

AREA 1 REMAINING

VICINITY MAP - NOT TO SCALE

LEGEND

- NPK = NEW PK NAIL
NIP = NEW IRON PIPE
R/W = RIGHT-OF-WAY
C/L = CENTERLINE
= NOT TO SCALE
● = DEER STAND

I, ANTHONY J. HAMM, PROFESSIONAL LAND SURVEYOR NO. 1-3754,
CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED THUS, ☐ (A) OR ☐ (B):

☐ A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;

☐ B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;

☐ C. ANY OF THE FOLLOWING:
1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;
2. THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE; OR
3. THAT THE SURVEY IS A CONTROL SURVEY.

☒ D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;

☐ E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

Anthony J. Hamm
SURVEYOR
6/10/03
DATE

STATE OF NORTH CAROLINA, PITT COUNTY

I, ANTHONY J. HAMM, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. I DEED DESCRIPTION RECORDED IN BOOK 27 PAGE 104 THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS 6th DAY OF JUNE, 2003.

Anthony J. Hamm
L-3754

I, *Chris Robb*, REVIEW OFFICER OF GREENE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Chris Robb
REVIEW OFFICER
2/17/04
DATE



Engineering • Architecture • Surveying • Technology

100 N. QUEEN ST., BOX 929
KINSTON, NC 28501
252-523-0832

324 S. EVANS ST., BOX 7305
GREENVILLE, NC 27634
252-758-3746

DRAWN BY: WBH

PROJECT NO.: 20000375-3

SURVEYED BY: AJH/DLS/DW

DATE: 06/06/03

SCALE: 1" = 100'

DRAWING NAME: mfr.dwg

NPK IN THE CENTERLINE
INTERSECTION OF NCSR 1419
& NC HWY 903

NPK IN THE CENTERLINE
OF NCSR 1419 OVER A
36" CORRUGATED METAL PIPE

HAM FARMS
DB 523 PG 181

Chris Robb
Greene County Subdivision Administrator
2/17/04

Chris Robb
Greene County Subdivision Administrator
2/17/04

Filed for registration on the 17th day of Feb 2004 at 12:20 o'clock in Book No. 27 Page 104
Nancy Murphy
Register at Deeds, Greene County

CONSERVATION
EASEMENT SURVEY FOR
E.B.X. NEUSE I, L.L.C.
OF THE
ALEXANDER TRACT

OLDS TOWNSHIP
GREENE COUNTY

JUNE 6, 2003
NORTH CAROLINA

100 50 0 100
GRAPHIC SCALE: 1" = 100'

2-17-04 12:20 PM