

**NORTH CAROLINA
GENERAL WARRANTY DEED**

**This instrument prepared by: (return to)
Diane E. Sherrill, NC Bar # 19274
The Law Firm of Diane E. Sherrill, P.L.L.C.
P.O. Box 365, Sylva, NC 28779
(828) 586-4051**

This deed has been prepared without search or opinion by the preparer as to the status of the title for the land and premises described herein or as to the adequacy of survey from which the description is taken, if any, except and unless a separate written title opinion is rendered or title insurance is obtained.

Probate/Recording Fee: \$26.00

Excise/Revenue Tax: \$0.00

PIN NO./Identifying Information/Address/Description: 7641-37-6912 (Pump Station at Jackson Paper) 141 W Main St, Sylva, NC 28779

This property does not include the primary residence of the Grantor. (N.C. Gen. Stat. §105-317.2).

THIS NORTH CAROLINA GENERAL WARRANTY DEED made this ____ day of _____, 2018
by and between:

JACKSON COUNTY,
a body politic and a subdivision of the State of North Carolina,
GRANTOR

TUCKASEIGEE WATER & SEWER AUTHORITY,
a North Carolina body public and politic created and established under the provisions of the North Carolina Water & Sewer Authorities Act, chapter 162A, Article I of the General Statutes of North Carolina,

GRANTEE

With a mailing address of 1246 West Main Street, Sylva, NC 28779

The designation 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.

STATE OF NORTH CAROLINA
JACKSON COUNTY

WHEREAS, the Grantor is subject to an Agreement dated June 25, 1992 and recorded in Book 808, Page 489, Jackson County Register of Deeds, hereinafter "Agreement" whereby Grantor agreed to convey its water or sewer system to Grantee pursuant to North Carolina General Statute (NCGS) §162A-14(1); and

WHEREAS, the tract of land described below was inadvertently left out of the transfer completed in 1992 and pursuant to the Agreement the Grantor agrees to convey the tract of land described below to complete the intent of the Agreement; and

WHEREAS, because the transfer was approved by Grantor in 1992 there is no need for approval or notice to be given pursuant to NCGS §160A-279 or NCGS §160A-267;

WHEREAS, at its regular meeting of July 16, 2018, the Jackson County Board of Commissioners duly considered and unanimously confirmed this transfer of the tract described below and authorized the Chairman to sign the deed on behalf of the Grantor to the Grantee to complete the transfer authorized in the Agreement.

WITNESSETH, that the Grantor, for a valuable consideration hand paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantees and in fee simple determinable all of the interest of the Grantor, in and to that certain lot, tract or parcel of land situated in the Sylva (City) Township, Jackson County, North Carolina, together with the pump station, sewer pipe lines and other sewer related apparatus and personal property related thereto and situated upon said lot, tract or parcel of land, and more particularly described as follows:

BEGINNING at a point in the center of a manhole and being located S. 57-30-30 W. a distance of 95.8 feet from the Southeast corner of Business Highway 19A-23 bridge (Southeast corner of concrete handrail) across Scotts Creek; thence from the point of beginning S. 27-29-30 E. a distance of 70.61 feet and passing through an iron pin set on creek bank 40.0 feet from said manhole; thence S. 22-44 W. a distance of 59.92 feet; thence N. 72-29-30 W. a distance of 40.94 feet to an iron pin on creek bank; thence N. 27-29-30 W. a distance of 80.00 feet to a stake, said stake being locate N. 24-44 E. a distance of 136.65 feet from a concrete monument on paper company plant boundary; thence N. 62-30-30 E. a distance of 75.00 feet to the point of BEGINNING, containing 0.158 acre, as per survey of James R. Davenport, dated August 10, 1978, and shown on plat No J-49 by James R. Davenport.

TOGETHER with a joint road right of way 25 feet in width leading from the Easterly curb of U.S. Highway 19A-23 to the Northwestern corner of the above described tract as the same appears on

the above referenced plat.

BEING the same lands and premises as described in a deed dated September 27, 1978, recorded in Book 486, at Page 671, in the office of the Registry of Deeds of Jackson County, North Carolina and from Jackson Paper Manufacturing Co., Inc. to Jackson County.

The Estate conveyed hereby is Fee Simple determinable and shall automatically terminate and revert to the Grantor, together with any improvements, in the event Grantee ceases to exist as a legal entity or the property is no longer used for or in connection with a Water or Sewer System as defined in THE WATER AND SEWER CONSOLIDATION AND TRANSFER AGREEMENT entered into between Grantor and Grantee on June 25, 1992 and recorded in Book 808, at Page 489 of the Jackson County Register of Deeds. In the event the property conveyed hereby ceases to be used for or in connection with a Water & Sewer system or the Grantee ceases to exist as a legal entity an automatic reversion to the Grantor is intended and the possessory estate of Grantee shall end by operation of law automatically and without the necessity of any act or reentry, without the institution of any law suit or the intervention of any Court.

This property does not include the primary residence of the Grantor. (N.C. Gen. Stat. §105-317.2).

ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE

SUBJECT to all liens, encumbrances, easements, encroachments, and other matters that would appear of record or upon an inspection of the lands and premises.

TO HAVE AND TO HOLD the interest of the Grantor in and to the aforesaid tract or parcel of land, with all rights, privileges and appurtenances thereto belonging to the Grantee in fee simple. And the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of liens and encumbrances and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

IN WITNESS WHEREOF, the Grantor executes this North Carolina General Warranty Deed as of the day and year first above written.

JACKSON COUNTY, a body politic and a subdivision of the State of North Carolina

By: _____
Brian Thomas McMahan, Chairperson

(JACKSON COUNTY SEAL)

ATTEST:

By: _____
Angela M. Winchester, Clerk to the Board

ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE

STATE OF NORTH CAROLINA

JACKSON COUNTY

I, _____, the undersigned Notary Public of the County of _____ and State aforesaid, have personal knowledge of the identity of Angel M. Winchester, and hereby certify that Angela M. Winchester, Clerk of the Jackson County Board of Commissioners, personally appeared before me this day and acknowledged that she is Clerk of the Board of Commissioners of Jackson County and that Brian Thomas McMahan is the Chairperson of the Board of Commissioners of Jackson County, and that by authority duly given and as the act of Jackson County, the foregoing instrument was signed in its name by said Chairperson, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of Jackson County, all by its authority duly given by its governing body. Witness my hand and Notarial stamp or seal this ____ day of _____, 2018.

(Official Stamp or Seal)

Notary Public (Signature)

Notary Public (Printed)

My commission expires: _____