BOOK 561 PAGE 799 (6)

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Filed: 11/10/2025 12:11:22 PM
Timothy J. Esolen, Register of Deeds
Washington County, NC
Brianne Sawyer

Excise Tax: $0.00

WASHINGTON COUNTY, N.C.
PARCEL IDENTIFIER NO. 7778.17-11-0361
ASSIGNED OR VERIFIED BY: TE DATE: 11-10-25

Space Above This Line For Recording Data

NORTH CAROLINA NON-WARRANTY DEED

Prepared by W. Brock Mitchell, Attorney
Return to Hornthal, Riley, Ellis & Maland, LLP
HREM File No. 29726-5.JDL

Excise Tax: $0.00 **Tax Parcel:** ***7778.17-11-0361***

State of North Carolina, County of Washington ***No Title Exam, Requested or Performed***

THIS NON-WARRANTY DEED made this 16th day of October, 2025, by and between **Washington County Board of Education, a body politic organized and operating pursuant to the laws of the State of North Carolina (also known as The Board of Education of Washington County)**, whose mailing address is 802 Washington Street, Plymouth, North Carolina 27962 (hereinafter referred to as "Grantor"), and **The County of Washington, a body politic organized and operating pursuant to the laws of the State of North Carolina (also known as Washington County),** whose mailing address is Post Office Box 1007, Plymouth, North Carolina 27962 (hereinafter referred to as "Grantee"):

W I T N E S S E T H :

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has given, granted, transferred, and conveyed, and by these presents does hereby give, grant, transfer, and convey unto said Grantee, Grantee's successors and assigns, a **Fee Simple on Condition Subsequent Estate** in all of that certain piece, parcel, or tract of land situate, lying and being in Scuppernong Township, Washington County, State of North Carolina, and being more particularly described as follows:

See EXHIBIT A attached hereto.

Per N.C.G.S. §105-317.2, the property does not include the primary residence of Grantor.

This document was prepared by W. Brock Mitchell, a licensed North Carolina attorney, without title search, closing or tax advice. Delinquent taxes if any, to be paid by the Grantee to the Washington County Tax Collector.

TO HAVE AND TO HOLD a **Fee Simple on Condition Subsequent Estate** in the above described lands and premises, together with all appurtenances thereunto belonging, or in any way appertaining, unto the Grantee, Grantee's successors and assigns forever.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has duly executed and sealed this document, this the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY BLANK –
SIGNATURE(S) ON FOLLOWING PAGE(S)]

Washington County Board of Education, a body politic organized and operating pursuant to the laws of the State of North Carolina (also known as The Board of Education of Washington County)

By: _____
Vanessa Cherry, Chair

ATTEST:

By: _____
David White, Secretary

State of North Carolina, County of Washington

I certify that the following persons personally appeared before me this day, acknowledging to me that they voluntarily signed the foregoing document for the purposes stated therein and in the capacities indicated:

Vanessa Cherry as Chair of the Washington County Board of Education, a body politic organized and operating pursuant to the laws of the State of North Carolina (also known as The Board of Education of Washington County), and ATTESTED to by David White as Secretary of the Washington County Board of Education, a body politic organized and operating pursuant to the laws of the State of North Carolina (also known as The Board of Education of Washington County).

Date: October 16, 2025.

Crushinda M Pettiford
Notary Public
Washington County
North Carolina
My Commission Expires 12-10-2029

Notary seal or stamp must appear within this box.

Crushinda M. Pettiford
Notary Public
Type or Print Name: Crushinda M. Pettiford

My Commission Expires: December 10, 2029

This instrument has been preaudited in the manner required by The School Budget and Fiscal Control Act

By:_____

Jolanda Jordan, Finance Officer of The Washington County Board of Education

EXHIBIT A

Tract One: (Deed Book 53, Page 601, of the Washington County Public Registry)

BEGINNING at the northwest corner of ditch and Middle Streets and running along Dexter Street southwestwardly two hundred feet thence northwestwardly parallel with Middle Street two hundred feet thence northeastwardly parallel with 6th Street two hundred feet to Middle Street thence southeastwardly along Middle Street to the **BEGINNING**, this same being the Academy Lot and containing by estimation one acre, more or less.

This being that same property conveyed by deed dated July 31, 1911, which deed is of record in Deed Book 53, Page 601, of the Washington County Public Registry.

Tract Two: (Deed Book 82, Page 100, of the Washington County Public Registry)

BEGINNING in Swain corner running westwardly 150.00 feet to an oak within 28 feet of the ditch. Thence parallel with ditch running northwardly 200.00 feet to Middle Street; thence eastwardly along Middle Street to M.P. Church lot 146.00 feet; thence southwardly along M.P. Church line 60.00 feet to corner; thence eastwardly along M.P. Church line to Creswell High School lot 90.00 feet. Thence along Creswell High School lot running southwardly 140.00 feet to Swain line to the first station. Containing about one half acre more or less. Containing about one half acre, more or less.

This being that same property conveyed to Washington County Board of Education by deed dated March 8, 1922, which deed is of record in Deed Book 82, Page 100, of the Washington County Public Registry.

Tract Three: (Deed Book 162, Page 323, of the Washington County Public Registry)

BEGINNING at the Smithson Canal at the southwestern corner of the present Creswell White Public School, said point being 200.00 feet northwardly from Sixth Street in the town of Creswell thence northwestwardly along the boundary of the present campus lot to its northwestern corner, and continuing the same course to an iron marker at a pine, a distance of 588.00 feet; thence South 39° 30' 00" West 516.00 feet to a ditch, thence along said ditch South 67° 00' 00" East 700.00 feet to the Smithson Canal; thence along said canal North 14° 00' 00"East 229.00 feet to the **BEGINNING**, containing 5.1 acres, more or less.

This being that same property conveyed to The Board of Education of Washington County by deed dated November 27, 1951, which deed is of record in Deed Book 162, Page 323, of the Washington County public Registry.

Tract One, Tract Two, and Tract Three are collectively referred to as the "Property."

Fee Simple on Condition Subesequent: This deed shall contain a potential reversion of title to Grantor upon the occurrence of a certain specified event. Grantor confirms and acknowledges, and by Grantee's acceptance of this deed, confirms and acknowledges, that Grantee shall hold a fee simple on condition subsequent title to the Property described above, and Grantor shall hold a right of reentry (also known as a power of termination). The condition subsequent is described as follows: Grantee shall not allow the Property to be used or occupied by a charter school. If the Property is ever used or occupied by a charter school, Grantor shall have the power to terminate the Grantee's estate and the right to re-enter and retale the

title to and possession of the Property. This is Fee Simple on Condition Subsequent estate in land, and not a Fee Simple Determinable estate in land.

J:\Clients\29726-5\Deed.Creswell.HS.and Parking.Lots.wpd