

PIN: _____ **WARRANTY DEED**

This instrument was prepared by W. Arthur Hays, Jr. of the law firm of Hays Law Firm, PLLC. Title to the lands and/or interest in lands described herein is not certified unless a separate, written title opinion has been given to, or title insurance obtained for, the Grantees herein by said law firm.

Based upon information furnished by the Grantor(s) or their agents, the accuracy of which is not guaranteed by Hays Law Firm, PLLC, the marital status of individual Grantors is as stated, the mailing address of the Grantors is as stated after their name, and the property described in this deed [] includes [X] does not include, the primary residence of a Grantor.

State of North Carolina
County of Cherokee

Title File No.: 25-001
Deed Stamps: \$0.00

This Indenture made this the _____ day of _____, **2025**, by and between:

SHEPHERD OF THE MOUNTAINS CHURCH, INC.
A North Carolina Corporation
P.O. Box 1136, Murphy, NC 28906

hereinafter called Grantors, and **SHEPHERD ACADEMY, INC.**
A North Carolina Corporation
68 Fairfax Drive, Murphy, NC 28906

hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

Witnesseth; That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their successors and assigns, (subject to the terms, conditions, covenants, restrictions, exceptions and reservations hereinafter stated, if any), the following particularly described real estate, located in Cherokee County, North Carolina to-wit:

In Murphy Township, within the Town of Murphy, part of the Oakwood Plaza Subdivision, and being more particularly described as follows:

(Description)

Containing _____ acres, more or less.

BEING part of the lands conveyed by Terry Raper to Shepherd of the Mountains Church, Inc. by deed dated April 4, 2013, and recorded in Deed Book 1464 at Page 578, Cherokee County Registry.

Reference is hereby made to a plat of survey by Adams Surveying, L.B. Adams, R.L.S., dated April 26, 1999, as revised December 26, 2000, and March 19, 2001.

The Grantors are conveying to the Grantees a fee simple determinable estate upon the following conditions: That the property herein conveyed, together with any improvements thereon, shall automatically revert to the Grantors, or their successors or assigns, if after three (3) years from the date of this deed the Grantees, or their successors and assigns, at any time thereafter, shall fail to operate a Christian school upon the property herein conveyed.

Notwithstanding the previous paragraph, if the Grantees herein, or their successors or assigns, should convey the aforesaid property to a trustee under a deed of trust, the previous paragraph shall be void as to said trustee and said trustee's successors and assigns, and said trustee or said trustee's successors and assigns shall hold title to the aforesaid property in fee simple and not in fee simple determinable. The previous paragraph shall be eliminated in such a conveyance to said trustee or said trustee's successors or assigns.

Notwithstanding the paragraph previous to the previous paragraph, if the Grantees herein, or their successors or assigns, should re-convey the aforesaid property to Shepherd of the Mountains Church, Inc., or its successors or assigns, the foregoing provision in the paragraph previous to the previous paragraph shall be void as to Shepherd of the Mountains Church, Inc. or its successors or assigns, and Shepherd of the Mountains Church, Inc. or its successors and assigns shall by said re-conveyance hold title to the aforesaid property in fee simple and not in fee simple determinable. The paragraph previous to the previous paragraph shall be eliminated in such re-conveyance to Shepherd of the Mountains Church, Inc. or to its successors or assigns.

SUBJECT to that certain Clarification and Amendment to the Restrictions for Oakwood Plaza dated October 31, 2000, recorded in Deed Book 918, at Page 199, Cherokee County Registry.

SUBJECT to the following:

- (a) No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or a nuisance to the adjoining lot owners, and
- (b) All lots shall be kept free of accumulation of brush, trash, junk, building materials, inoperable automobiles and vehicles, or other unsightly things.

TOGETHER WITH AND SUBJECT TO: a non-exclusive, perpetual right-of-way and easement for purposes of ingress, egress, regress, and utilities over and across the existing access roads as referenced in the above legal description. The centerline of a 30-foot wide right-of-way and easement known as Holiday Drive forms the southeast boundary of the above described tract for the benefit of Lot # 6, Lot # 7, and Lot # 8, and extends from those Lots to Providence Lane and then to U.S. Highway 19/64/74/129 and also out to N.C. Secondary Road #1398 known as Old Ranger Road so as to provide ingress, egress, regress, and utilities to the above described tract and the appurtenant lands of Oakwood Plaza Subdivision.

TOGETHER WITH: a non-exclusive, perpetual right-of-way and easement for purposes of ingress, egress, regress, and utilities over and across the existing access road known as Fairfax Drive as referenced in the above legal description. The centerline of the 30-foot wide right-of-way and easement known as Fairfax Drive traverses Lot #5, Lot # 6, Lot # 7 and Lot # 8 for the benefit of all of said lots and extends from those lots across Fairfax Drive out to the main access road known as Providence Lane, and extends across Providence Lane out to U.S. Highway 19/64/74/129 and also out to N.C. Secondary Road # 1398 known as Old Ranger Road, so as to provide ingress, egress, regress and utilities to the above described tract.

To Have and to Hold the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their successors and assigns forever, (subject to the terms, conditions, covenants, restrictions, exceptions and reservations hereinabove stated, if any).

And the Grantors covenant to and with the Grantees, their successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple determinable, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their successors shall forever warrant and defend the title to said land and premises, with the appurtenances, unto the Grantees, their successors and assigns, against the lawful claims of all persons whomsoever.

In Witness Whereof each Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

ATTEST:

Diane Brown, Secretary

Robert Weinkle, President

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(Affix notary seal or stamp below) **STATE OF NORTH CAROLINA, COUNTY OF CHEROKEE**

I, W. Arthur Hays, Jr., a Notary Public of said state and county, do hereby certify that **Diane Brown** personally appeared before me this day and acknowledged that she is the Secretary of **Shepherd of the Mountains Church, Inc.**, a North Carolina Corporation, and that **Robert Weinkle**, as President , being authorized to do so by the Board of Directors of said corporation, executed the foregoing deed on behalf of said corporation..

WITNESS my hand and Notary Seal, this the _____ day of _____, 2025.

My commission expires:

August 4, 2026

Notary Public (Signature)

W. Arthur Hays, Jr..
Notary Public (Printed Name)

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Prepared By
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