# STATE OF NORTH CAROLINA RELEASE FROM CONDITIONS OF COUNTY OF HALIFAX REVERSION

WHEREAS, The Town of Halifax, a body politic and corporate of the State of North Carolina, conveyed to Hurt LLC, a limited liability company doing business in the State of North Carolina, certain property within the Town of Halifax by deed dated the 12<sup>th</sup> day of July, 2017, and duly recorded in Book 2536, Pages 321-324, Halifax County, North Carolina, Registry; and

WHEREAS, said deed contained certain conditions of reversion of the property to the Town of Halifax (specifically set forth on page 3 of said deed) regarding completion of dry in of all of the buildings and structures on the property and completion of capital improvements to said property sufficient for the operation of the property as a commercial enterprise, both within certain time limits; and

WHEREAS, upon inspection of the said property, the Town Board of the Town of Halifax is satisfied that the conditions for the avoidance of reversion have been met, and that Hurt LLC, and its successors and assigns, should be released from the conditions set forth in said deed referred to above, and by resolution of the Board directs that this Release be executed.

NOW, THEREFORE, the Town of Halifax, hereby and through this document, releases Hurt LLC, its successors and assigns, from the conditions specifically set forth and described in the deed referred to above. Any and all other easements, restrictions, or encumbrances, if any, shall run with the land and remain in full force and effect.

IN WITNESS WHEREOR Release from Conditions of 2020.	F, the Town of Halifax, has executed this Reversion the 2 mg day of Marchen,
SEAL	Town of Halifax, North Carolina  By
Attest: Holly Barolo Town Clerk of the Town of Halifax, NC	
STATE OF NORTH CAROL	LINA
COUNTY OF HALIFAX	
hereby certify that Holly this day, and being duly sw and that John L. White is Ma a body politic and corporate authority duly given and as foregoing instrument was sig	of the County and State aforesaid, do Barcello personally appeared before me worn, acknowledged that she is Town Clerk ayor of the Town of Halifax, North Carolina, e of the State of North Carolina, and that by an act of the body politic and corporate, the gned in its name by its Mayor, sealed with its by her as Town Clerk for the purpose stated indicated.
Witness my hand and	I official stamp or seal, this 3 mb day of
(SEAL)	Notary Public Official Signature
My Commission Expires:	3/29/2023

Page 1 of 4

Pursuant to G.S. 161-31 this certifies to the Halifax County Register of Deeds that no delinquent ad valorem real estate taxes or other taxes which the Halifax County Tax Collector is charged with collecting are a does not constitute a written certificate under G.S. 105-361.

Doris Howki Halifax County Tax Collector

Doc ID: 003994870004 Recorded: 07/21/2017 at Recelpt#: 2017-00000514 Fee Amt: \$42.00 Page 1 Revenue Tax: \$16.00

Hevenue 1ax: \$16.00 Instr# 201700000654 Halifax, NC Christie C Avens Register of Deeds BK 2536 pg 321-324

:\$26.00 Excise Tax: \$16.00

Mail to: .W. Robert Caudle II, 225 Old Farm Road, Roanoke Rapids, NC 27870 Prepared by: W. Robert Caudle II (without search)

Brief Description for the Index: Corner of King St. and Pittsylvania St., Halifax, NC

The property does not include the residence of a Grantor.

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made the 12th day of July \_\_\_, 2017, by the Town of Halifax, a body politic and corporate of the State of (North Carolina, (hereinafter referred to as "Grantor") having an address of P.O. Box 222, Halifax, NC 27839 to Hurt LLC, a limited-liability company doing business in the State of North Carolina (hereinafter referred to as "Grantee") having an address of 110 Timberlake Drive, Youngsville, North Carolina 27596.

## WITNESSETH:

THAT Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee, in fee simple, those parcels of land (hereinafter referred to as the "Property") located in the Township of Halifax, County of Halifax, State of North Carolina, and more fully described as follows:

# Tract 1:

Beginning at the Northwest intersection formed by the North side of Main Street and West side of Pittsylvania Street, the same being the Southeast corner of the Hotel Building, running thence along the West side of Pittsylvania Street N. 25 degrees W. 137 feet to the Northeast corner of Section "(6)" as shown on the map herein referred to; thence at the right angles S. 65 degrees W. 43.25 feet to the Northeast corner of Section "(6)"; thence at right angles, and parallel with Pittsylvania Street S. 25 degrees E. 137 feet to the North side of Main Street; thence

Book: 2536 Page: \321 Seq: 1

at right angles and along the North side of Main Street N. 65 degrees E. 43.25 feet to the point of beginning; the same being Section Nos. "(1), (2), (5) and (6)" as shown and designated on that certain map or plat of the hotel and store property of the Dr. Job Taylor Estate, in the Town of Halifax, recorded in Map Book 5 at Page 49 of the Halifax, Public Registry, and being the identical property conveyed unto Lee Richard Jones by deed of Gwendolyn M.T. Pippen et vir and Gayle Twisdale Locke et vir dated May 13, 1994, and of record in Book 1605, Page 628, Halifax County Public Registry. Reference to said Map and Deed is hereby made for greater certainty of description.

#### Tract 2:

All that certain tract or parcel of land, together with all improvements thereon, lying and being situate in the Town of Halifax, Halifax County, North Carolina, and more particularly described as follows: Beginning at a point on the north side of Main Street 43.25 feet West of the Northwest intersection formed by the North side of Main Street and the West side of Pitt Street, the same being the Southeast corner of the property hereby conveyed; running thence N 25 degrees West 137 feet to the Northeast corner of Section No. "(3)", as shown on the map herein referred to; thence at right angles South 65 degrees W. 23.25 feet to the Northwest corner of Section No. "(3)". thence at right angles and parallel with Pitt Street South 25 degrees East 137 feet to the North side of Main Street; thence at right angles and along the North side of Main Street North 65 degrees E. 23.25 feet to the point of beginning; the same being Section "(3)" as shown and described on that certain map or plat of the hotel and store property of the Dr. Job Taylor Estate, in the Town of Halifax, recorded in Map Book 5, Page 49, Halifax County Public Registry, the same being the identical real property described in deed from Clyde U. Page, et al, to the said E.M. Page dated February 7, 1962, recorded in Book 666, Page 517, Halifax County-Public Registry; reference to said map and deed being hereby made for greater certainty of description.

There is also conveyed by this instrument all of the rights, privileges, and agreements, and this conveyance is made subject to all of the terms, conditions, and agreements, contained in that certain deed from Priscilla M. Gowen, et vir, to S.M. Page, dated December 31, 1946, recorded in Book 562, Page 197, Halifax Public Registry.

Grantor acquired the property hereinabove described by instruments recorded in Deed Book 2439, Page 277, and Deed Book 2448, Page 456, Halifax County, North Carolina, Registry.

TO HAVE AND TO HOLD the Property, and all privileges and appurtenances thereunto belonging to 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 all encumbrances, ant that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions stated. Title to the property hereinabove described is subject to the following exceptions:

# ANY AND ALL OF PUBLIC RECORD

It is a further express condition of this conveyance that if, after 540 days from the date of this deed, Grantee (Second Party) has failed to complete dry in of all of the buildings and structures on the property described herein, to include completion of a waterproof roof system, then Grantor (First Party) has the option to automatically revert ownership of the property back to Grantor upon notice to Grantee, provided Grantor returns to Grantee an amount equal to the cash paid at closing. Dry in shall be defined as meaning that the buildings and structures are waterproof, and that the building and structure shells have been repaired and completed sufficiently to keep out wind, rain, and the weather in general, thus assuring that weather-sensitive materials can be installed or work can begin indoors without those materials suffering weather damage by rain, wind, snow, or other sources.

In addition, if, after 1825 days from the date of this deed, Grantee has not completed capital improvements to the property described herein sufficient for the operation of the property as a commercial enterprise and is not operating the property as a commercial enterprise; then Grantor has the option to automatically revert ownership of the property back to Grantor upon notice to Grantee, provided Grantor returns to Grantee an amount equal to the cash paid at closing.

Should the buildings and structures on the above described property not be dried in within the prescribed 540 days from the date of this deed, and/or the property not having received capital improvements sufficient for the operation of the property as a commercial enterprise or is not operating as a commercial enterprise within the prescribed 1825 days-from the date of this deed, then fee simple title and ownership of the above described property shall immediately revert to the Grantor herein.

The Parties hereto further agree that the foregoing provisions run with the land, and are binging on the Parties, their heirs, successors, assigns, and legal representatives. The Parties also agree that the foregoing reverter clause will expire on the 1825th day following the date of this deed.

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

IN WITNESS WHEREOF, Grantor has executed this deed under seal the day and year first above written.

Seal

Town of Halffest, North Sarolina

By:

Mayor of the Town of Halifax, NC

Attest:

Town Clerk of the Town of Halifax, NC

STATE OF NORTH CAROLINA COUNTY OF HALIFAX

K, a Notary Public of the County and State aforesaid, do hereby certify that Sharon A. Vick personally appeared before me this day, and being duly sworn, acknowledged that she is Town Clerk and that John White is Mayor of the Town of Halifax, North Carolina, a body politic and corporate of the State of North Carolina, and that by authority duly given and as an act of the body politic and corporate, the foregoing instrument was signed in its name by its Mayor, sealed with its municipal seal, and attested by her as Town Clerk for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this 12th day of July

2017.

Notary Public Official Signature

(Stamp or Seal)

Jennifer G Simmons

Notary Printed or Typed Name

My Commission Expires: October 25, 2019

Book: 2536 Page: \321 \\$eq: 4