

BK: CRP G-44
PG: 721-729
RECORDED:
02-26-2026
03:05:02 PM
BY: TODD RABY
REGISTER



2026001213
MACON COUNTY, NC
TODD RABY
REGISTER OF DEEDS

NC FEE \$0.00
NO TAXABLE
CONSIDERATION

NORTH CAROLINA NONWARRANTY DEED

Excise Tax: \$0.00

MAPPING

TR

Parcel Identified No. 6595-31-6042
Verified by _____ County on the ____ day of _____, 2026.
By: _____

Mail/Box to: Eastern Band of Cherokee Indians, Attn: Office of Attorney General, P.O. Box 455, Cherokee, NC 28786

This instrument was prepared by Robert C. Carpenter (Allen Stahl + Kilbourne, 20 Town Mountain Road, Suite 100, Asheville, NC 28801), a licensed North Carolina attorney, without the benefit of a title examination.

Delinquent taxes, if any, are to be paid by the closing attorney to the county tax collector upon disbursement of the closing proceeds.

Brief description for the Index: East Main Street, Town of Franklin

THIS DEED made this ____ day of _____, 2026, by and between:

GRANTOR	GRANTEE
<p>Nikwasi Initiative A North Carolina Nonprofit Corporation</p> <p>P.O. Box 2197 Franklin, NC 28744</p>	<p>Eastern Band of Cherokee Indians A Federally Recognized Indian Tribe</p> <p>P.O. Box 455 Cherokee, NC 28786</p>

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.

WITNESSETH

WHEREAS, Grantor is the owner of that property described herein below, being commonly known as the Nikwasi historical and archeological site, having been entered in the National Registry of Historic Places on November 26, 1980 (NRHP reference no. 80004598) (the "Property");

WHEREAS, Town of Franklin conveyed the Property to Grantor on May 19, 2019, pursuant to N.C. Gen. Stat. § 160A-266 and subject to the terms and conditions of a "Preservation Agreement" as defined by N.C. Gen. Stat. § 121-35(3) as more thoroughly described in Deed Book F-39, Page 1012 of the Macon County, North Carolina registry;

WHEREAS, the Property is one of the few remaining earthen mounds of the Eastern Band of Cherokee Indians ("the Tribe") and of significant ancestral and historical importance to the Tribe;

WHEREAS, Grantor and Town of Franklin all agree that the Tribe is best able to preserve the Property in accordance with the culture, customs, and traditions of the Tribe;

WHEREAS, due to the foregoing, Grantor finds that the Tribe is a qualified, sufficient and suitable Grantee to hold title to the Property for purposes of preserving the Property for its architectural, archaeological, or historical association and otherwise pursuant to applicable law for the purposes set forth in this instrument;

WHEREAS, Grantee, by duly authorized execution of this instrument by its authorized representatives, agrees to be bound by the terms, restrictions, reservations, easements, and covenants herein, including without limitation those set forth in Exhibit B, attached hereto and made a part hereof as though fully set forth herein;

NOW, THEREFORE, that Grantor, for good and valuable consideration, the receipt and sufficiency is acknowledged, hereby grants, bargains, sells, transfers and conveys and by these presents does transfer and convey to Grantee, its successors and assigns, in fee simple, all of that tract or parcel of land in Macon County, State of North Carolina, being more particularly described in Exhibit A.

TOGETHER WITH AND SUBJECT TO all easements, rights of way, conditions, covenants, and restrictions appurtenant to the Property. Without limiting the generality of the forgoing, this conveyance is subject to that easement for a public sidewalk and utilities reserved by the Town of Franklin in that deed recorded in Deed Book F-39, pages 1012-1021 of the Macon County Public Registry.

Grantee shall promote the preservation or conservation of the Property, secure rights of public access to the Property, and otherwise preserve the Property in accordance with North Carolina law, as more specifically provided in the terms and conditions of this instrument and in Exhibit B.

Town of Franklin, by and through its execution of this instrument, joins in this Nonwarranty Deed for purposes of consenting and approving this transfer of the Property to Grantee and the revisions to the Preservation Agreement described in Deed Book F-39, Page 1012 of the Macon County, North Carolina registry. Further, Town of Franklin hereby releases any and all rights of reversion or first refusal in the said deed.

Nothing contained herein is intended to modify the intent of the Preservation Agreement described in Deed Book F-39, Page 1012 of the Macon County, North Carolina registry.

All or a portion of the property herein conveyed does not include the primary residence of Grantor.

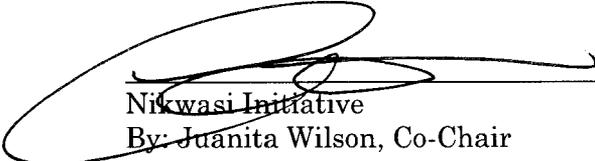
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

This is a Nonwarranty Deed. Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

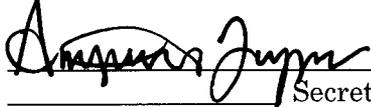
IN WITNESS WHEREOF, Grantor has duly executed the foregoing as of the day and year first above written.

[SIGNATURE(S) AND NOTARY ACKNOWLEDGMENT(S) APPEAR ON FOLLOWING PAGE(S)]

[SIGNATURE(S) AND NOTARY ACKNOWLEDGMENT(S) TO NORTH CAROLINA
NONWARRANTY DEED]

 (SEAL)
Nikwasi Initiative
By: Juanita Wilson, Co-Chair

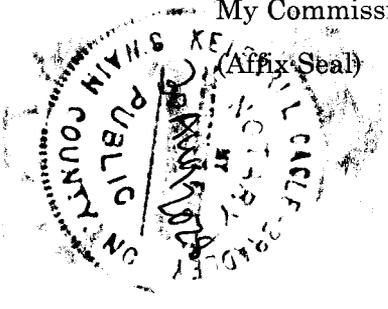
 (SEAL)
Nikwasi Initiative
By: Bob McCollum, Co-Chair

Attest:

Secretary

STATE OF NORTH CAROLINA
COUNTY OF Macon

I, the undersigned Notary Public, certify that Juanita Wilson, and Bob McCollum personally came before me this day and I either have personal knowledge of their identity or I have seen satisfactory evidence of their identity and acknowledged that they signed the foregoing instrument for the purposes therein expressed and acknowledged the due execution of the forgoing instrument as an act of Nikwasi Initiative, attested by the said corporation's secretary, the said corporation intending to be fully bound thereby.

Witness my hand and Notarial stamp or seal, this 26th day of February, 2026.
Notary Public Signature: Keterri L Cagle-Bradley
Notary Public Printed Name: Keterri L Cagle-Bradley
My Commission Expires: 30 Aug 2028



[SIGNATURE(S) AND NOTARY ACKNOWLEDGMENT(S) TO NORTH CAROLINA
NONWARRANTY DEED]

EASTERN BAND OF CHEROKEE INDIANS

By: Michell Hicks (SEAL)
Michell Hicks, Principal Chief

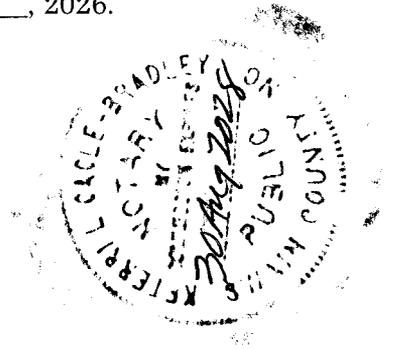
STATE OF NORTH CAROLINA
COUNTY OF SWAIN

I, Keterini L Cagle Bradley, a Notary Public of said County and State, do hereby certify that Michell Hicks, personally appeared before me this day and acknowledged that he is Principal Chief of the Eastern Band of Cherokee Indians (an Indian tribe recognized by the federal government), and that he, being authorized as Principal Chief to do so, and consistent with the approving action of the Tribe, executed the foregoing instrument on behalf of the Eastern Band of Cherokee Indians.

WITNESS my hand and official seal this 26th day of February, 2026.

Keterini L Cagle Bradley (Notary Seal/Stamp)
Notary Public

My Commission Expires: 30 Aug 2028



[SIGNATURE(S) AND NOTARY ACKNOWLEDGMENT(S) TO NORTH CAROLINA
NONWARRANTY DEED]

TOWN OF FRANKLIN

By: [Signature] (SEAL)
Stacy J. Guffey, Mayor

Attest

[Signature: Nicole Bradley]
Nicole Bradley, Town Clerk



STATE OF NORTH CAROLINA
COUNTY OF MACON

Macon
I, Ketheri L Cagle-Bradley, a Notary Public of the State of North Carolina and County of ~~Buncombe~~, hereby certify that Stacy J. Guffey, with whom I am personally acquainted, first being duly sworn by me, says that he is the duly elected Mayor of the Town of Franklin and Nicole Bradley is the duly appointed Town Clerk, the Town as described in and which executed the foregoing instrument, and that he knows the official seal of said Town; that the seal affixed to the foregoing instrument is the official seal and the name of the Town was subscribed thereto by its duly authorized Mayor and that said Mayor and Town Clerk subscribed their names thereto and said common seal was affixed, all by authorization of the Town Council, and that instrument is the act and deed of the Town of Franklin.

Witness my hand and NOTARIAL SEAL, this the 26th day of February, 2026.

[Signature: Ketheri L Cagle-Bradley]
Notary Public

30 Aug 2028
(NOTARIAL SEAL)

My Commission Expires: 30 Aug 2028

EXHIBIT A

BEING a tract of land containing 0.75 acres, more or less, in the Franklin City Township, Macon County as shown on a map or plat of a survey prepared by Kirkland Land Surveying, PLLC, dated October 28th, 2025, entitled "Nikwasi Initiative, Franklin City Township, Franklin, North Carolina Macon County", and being more particularly described as follows:

BEGINNING at a ¾" existing iron rod being the southern corner of the 0.75-acre, more or less, tract of land and being a corner of the Eastern Band of Cherokee Indians (now or formerly DB 38/861) and said iron rod being located N 40°28'40" E 196.92 feet from a PK nail found, a tie,

thence from the said beginning and running with the property line owned by Eastern Band of Cherokee Indians and described in Deed Book D-38, Page 861, N 46°51'54" W 131.97 feet to a ½" existing iron rod (with coordinates N:550,975.12' E:693,563.32'), N 01°52'05" W 25.51 feet to a 3/8" existing iron rod being a common corner to Joseph R. Sanders Subdivision (now or formerly Deed Book G-39 Page 486);

thence running with Joseph R. Sanders Subdivision N 01°52'05" W 68.01 feet to a right-of-way monument found, N 20°37'18" E 49.68 feet to a right-of-way monument found (with coordinates N:551,155.07' E:693,577.77'), N 44°52'55" E 7.97 feet to a ½" existing iron rod being a common corner to The Town of Franklin (now or formerly Deed Book J-19 Page 1290);

thence running with The Town of Franklin N 44°52'55" E 36.96 feet to a 5/8" existing iron rod being a common corner to Sanders, Joseph R. et ux. (now or formerly Deed Book Q-37 Page 2201);

thence running with Sanders, Joseph R. et ux. N 44°52'55" E 7.15 feet to a 5/8" existing iron rod being a common corner to Indian Mound Ventures, LLC (now or formerly Deed Book R-36 Page 1558);

thence running with Indian Mound Ventures, LLC S 52°32'44" E 202.46 feet to a ¾" existing iron rod on the northwest margin of the right-of-way of U.S. Highway 23-441 Business;

thence running with said right-of-way S 38°45'45" W 184.65 feet to the point and place of BEGINNING.

There is **FURTHER CONVEYED**, and this conveyance is made and given **SUBJECT TO** all rights of way, easements and other matters shown on the above-referenced plat.

This conveyance is made and given **SUBJECT TO** the easement and right of way set forth in Book F-39, Page 1012, Macon County Registry.

EXHIBIT B

PRESERVATION AGREEMENT

1. Integration and Construction. The terms and conditions of this Preservation Agreement (the "Agreement") are integrated into the deed to which this is an exhibit. This Agreement is intended by the parties and shall be construed to fulfill the requirement contained in G.S. §160A-266(b) of an integrated preservation agreement as defined in G.S. §121-35. The terms used in this Agreement shall have the same meaning as they have in the deed to which the Agreement is attached, unless the context clearly requires a different meaning.

2. Enforcement. These covenants shall be enforced solely by Town of Franklin (the "Town") and administered solely by the Grantee, their respective successors in interest or assigns; and in all subsequent conveyances of Property (if permitted, subject to the terms of the instrument conveying it), the parties, their successors in interest or assigns shall retain the respective rights and responsibilities provided in this Agreement.

3. Maintenance. The Grantee covenants and agrees to continuously maintain, repair, and administer the Property in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (1992) with the guidance of the Tribal Historic Preservation Office so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Property. Maintenance shall be continuously provided.

4. Covenant to Obey Public Laws. The Grantee shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Property.

5. Public Access. The general public shall have access to the Property, subject to reasonable rules of access which may address, without limitation, hours of operation and preservation of the Property, which rules may be adopted by the Grantee. Such rules must be administered in a nondiscriminatory fashion. Nothing shall be erected or allowed to grow on the Property which would impair the visibility of the property and the buildings from the street level or other public rights of way.

6. Extinguishment. The Grantee and the Town recognize that an unexpected change in the conditions surrounding the Property may make impossible or impractical the continued use of the Property for conservation purposes and necessitate the extinguishment of this Historic Preservation Agreement. Such an extinguishment must comply with the following requirements:

- a. The Town shall be entitled to share in the net proceeds resulting from the extinguishment in an amount in accordance with the then applicable regulations of the Internal Revenue Service of the U. S. Department of the Treasury.
- b. The Town agrees to apply all of the portion of the net proceeds it receives to the preservation and conservation of other property or buildings

having historical or architectural significance to the people of the State of North Carolina.

- c. Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Property after the extinguishment.

7. Remedies. In the event of a violation of covenants contained in this Agreement, the Town may give written notice of the nature of the violation and the Grantee must cure the violation within the ninety (90) days receiving said notice.

8. Causes of Action; No Waiver. In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to the Town. No failure on the part of the Town to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Town shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the Town to enforce the same in the event of a subsequent breach or default.

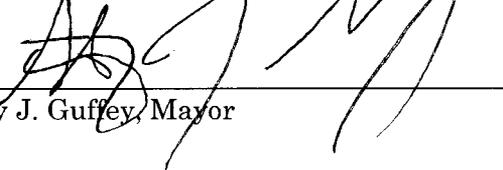
9. Duration of Covenants. The Grantee does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Grantee, its permitted successors and assigns, covenant and agree, in the event the Property is permitted to be transferred, will be inserted in the deed or other instrument conveying or disposing of the Property. Except as otherwise provided herein, the covenants and restrictions set forth above shall run in perpetuity.

EASTERN BAND OF CHEROKEE INDIANS

By: 

Mitchell Hicks, Principal Chief

TOWN OF FRANKLIN

By: 

Stacy J. Guffey, Mayor