

FILED
SWAIN COUNTY NC
DIANA WILLIAMSON KIRKLAND
REGISTER OF DEEDS

FILED Jul 08, 2025
AT 12:55:18 pm
BOOK 00543
START PAGE 0499
END PAGE 0504
INSTRUMENT # 01097

EXCISE TAX \$247.00

SWAIN COUNTY TAX OFFICE

Date 7-8-2025

Stamps 247.00

FIN 666101152254

Signature Kim D

(ALL TAXES PAID ON THIS PARCEL ONLY)

NORTH CAROLINA GENERAL WARRANTY DEED

Prepared by: Jonathan C. Mattox, a licensed North Carolina attorney.
Brief description for the Index: 10.04 acres
Parcel Number: 6661.01.15.2254 (*Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.*)
Excise Tax \$247.00

LC If initialed, the property includes the primary residence of at least one of the Grantors.
(NC GS § 105-317.2)

TITLE TO THE WITHIN DESCRIBED LANDS IS NOT CERTIFIED BY JONATHAN C. MATTOX OR BRIGHAM & MATTOX, PLLC UNLESS A WRITTEN TITLE OPINION IS RENDERED.

THIS DEED made this 7th day of July, 2025 by and between:

GRANTOR:	GRANTEE:
Lera Jane Chacon, un-remarried widow of Javier A. Chacon	Julia Moiseeva
3299 NE 6th Drive Boca Raton, FL 33431	400 NE 12 th Avenue, Apt 507 Hollindale Beach, Florida 33009

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.

Recitals:

Javier A. Chacon died on December 18, 2024, and he was continuously married to Lera Jane Chacon until his death. See affidavit recorded in Book 539, page 293, Swain County Registry.

WITNESSETH, that the 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 the Grantee in fee simple, all that certain lot or parcel of land situated in the Swain Township, Nantahala County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by express reference.

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.

And the Grantor covenants with the Grantee, that Grantor is seized of said premises in fee simple and has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property conveyed is subject to the following exceptions: Easements, restrictions and rights of way of record and utility lines and rights of way in existence over, under or upon the property conveyed by this deed and exceptions set forth herein.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

Lera Jane Chacon (SEAL)
Lera Jane Chacon

County of Palme Beach
State of Florida

I, a notary public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Lera Jane Chacon.**

Witness my hand and official seal, this 2nd day of July, 2025.

Phyllis R Garcia
Notary Signature (Must Match Name on Seal Exactly)

Affix Notary Seal:

Phyllis R Garcia
Notary Printed Name (Must Match Name on Seal Exactly)

09/15/2027
Date Commission Expires

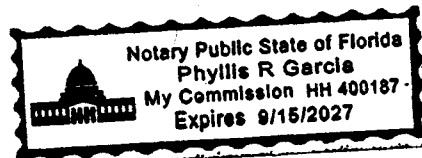


Exhibit A

The property conveyed is in the Sawmill Creek Community, Nantahala Township, Swain County, North Carolina, and is shown on a map of a survey by Sylvia E. Higdon, PLS, dated October 20, 2008, entitled 'William & Kathleen Travitz', drawing number 1689-1391-B, and contains **10.004 acres**, more or less, hereafter the Survey. The Survey is recorded in the Swain County Registry in **Plat Cabinet 4, Slide 2384**, and is incorporated by reference into this description.

Being the same property described in the deed from Kathleen Travitz and William A. Travitz, Jr. to Javier A. Chacon an Lera Jane Chacon, dated October 28, 2008 and recorded in Book 367, page 549, Swain County Registry.

Also conveyed, and the Grantor reserves the same easement over the same road for the benefit of the retained portion of the Parent Tract, is an easement for ingress, egress and utilities, forty five (45) feet in width, being twenty-two and one-half (22.5) feet in width on either side of the centerline of the existing road shown on the Survey that runs from the northeastern corner of the property conveyed to NCSR 1128, hereafter the Road, except that the width of the easement as it crosses the property of Brabson as described in Book 276, page 1005 (near the public road) shall be forty five (45) feet in width, being twenty (20) feet in width on the Brabson side of the centerline. Maintenance of the Road shall be as set forth below.

Also conveyed is an easement for the right to obtain water from a spring and reservoir located on the Parent Tract and shown on the Survey near an iron set at the terminus of the line running a course of S 83-24-31 E 456.83 feet, and an easement for the waterlines running from the spring and reservoir to the property conveyed. The Grantee's use of the spring, reservoir and water system is limited to reasonable use for two residential dwellings and the right of use granted is commonly referred to as "overflow rights", being rights in third priority behind the rights granted to Brabson in Book 276, page 1005 and the rights of the Grantor's herein for use for one residential dwelling. The easement includes the right of ingress and egress to install a reservoir to collect the overflow and all components reasonably necessary to transport the water from the reservoir to the property conveyed. The easement also includes the right to inspect, maintain, repair and replace all components of the spring and water system. Maintenance costs of the common components of the water system shall be the responsibility of the users with first and second priority use of the spring and water system. Construction and maintenance costs of components benefiting only the Grantee shall be the responsibility of the Grantee. Damage to the water system caused by a particular property owner shall be the responsibility of the property owner that caused the damage. The Grantee herein shall have no maintenance or other obligation regarding the water system until the Grantee has connected to the system.

The following covenant shall run with the land by whomsoever owned, shall benefit the property conveyed, shall burden the Parent Tract, shall constitute a material part of the consideration for the property conveyed and shall be enforceable by any owner of the property conveyed. There is an existing spring shown on the Survey that is located on the property conveyed near the iron set at the most eastern corner of the property conveyed. The spring is the

initial source of water for the branch shown on the Survey that forms a portion of the southeastern boundary of the property conveyed, hereafter the Spring. To protect the Spring, the Grantors, for themselves, their heirs, successors and assigns agree as follows:

1. No well shall be drilled within one-hundred (100) feet of the Spring head.
2. No septic system shall be located within one-hundred (100) feet of the Spring head.

The following covenants shall run with the land by whomsoever owned, shall benefit the Parent Tract, shall burden the property conveyed, shall constitute a material part of the consideration for the property conveyed and shall be enforceable by any owner of the Parent Tract.

1. Land Use.

- (a) Except as set forth in this Section 1., no structure shall be erected, altered, placed or permitted to remain on the property conveyed other than for use as a single-family residential dwelling and only four single-family residential dwellings total and one outbuilding per dwelling shall be erected or permitted to remain upon the property conveyed. Residential use on the property conveyed shall be confined to the permanent, residential dwelling. Except as set forth in this Section 1., no structure of a temporary character or any outbuilding shall be used as a residence on any Lot at any time.
- (b) The property conveyed shall not be used for any commercial or business purpose other than the incidental business uses described in subsection (c) below.
- (c) An office may be maintained in, and conducted and operated from, a residential dwelling provided that those maintaining, conducting and operating the business actually reside in the residential dwelling. No office may be maintained in, or conducted or operated from, a structure that is not a residential dwelling.
- (d) Intentionally omitted.

2. Trailers, Mobile Homes, Manufactured Homes and Modular Homes. No trailers or mobile homes shall be erected, placed or permitted to remain on the property. Modular homes may be permitted provided the homes meet the standards of the North Carolina Building Code and the quality and appearance of the modular home is reasonably equivalent to a site built home.
3. Subdivision. The property conveyed may be subdivided into no more than four separate tracts or lots. No such subdivided tract shall be less than one and one-half (1 ½) acres. Any subdivided lot or tract shall be subject to these covenants, including without limitation the obligation to pay a road maintenance fee and a road damage fee as set forth below. The total number of residential dwellings allowed on the property is four, as set forth in Section 1. a. above. The number of residential dwellings allowed on a subdivided tract shall be expressly

designated in the deed from the Grantee herein, or their successors, to the Grantee of a subdivided tract.

4. Security Lights. No dusk to dawn continuous lighting is allowed.
5. Nuisances. No noxious or offensive trade or activities shall be carried on upon the property. No wrecked, disabled or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon the property unless housed in a garage enclosure. No machinery, machinery parts or motor vehicle parts shall be allowed to remain visible from the adjoining roads or adjoining property.
6. Road Maintenance and Repair. For purposes of this Section 6., the term 'the Road' shall refer only to the portion of the Road between the public road and the road or driveway entering the Grantee's property that is most distant from the public road, it being the intention of the parties that the Grantee shall be obligated to contribute to the maintenance of the Road for only the part of the Road the Grantee uses.
 - (a) The Grantor shall be responsible for maintaining the Road to the standard that existed on the date this deed is recorded, or the condition of the Road following the next grading of the Road, whichever is better.
 - (b) The Grantee shall pay to the Grantor an annual assessment in the amount of \$400 per year, to be applied to the ordinary maintenance and repair of the Road, which is agreed by the parties to be the Grantee's proportional share of road maintenance. After 10 years from the date on which this deed is recorded, the Grantee agrees to consider whether the Grantee's use of the Road and the costs of maintenance of the Road warrants an increase in the annual fee to cover Grantee's proportional share of maintenance.
 - (c) Any subdivided lot or tract shall be obligated to pay their proportional share of ordinary maintenance and repair of the road with a separate road maintenance fee of \$400 per year. The fee shall remain at \$400 per year for 5 years from the date of the transfer of the subdivided lot or 12 years from the date on which this deed is recorded, whichever is sooner. At such time, the road maintenance fee may be increased provided Grantor can reasonably establish an increased cost for ordinary road maintenance and repair.
7. Construction Impact Fee. The Grantee shall be solely responsible for damage to any portion of the road that exceeds ordinary wear and tear due to the use of such road by the Grantee or agents, employees, tenants, guests or invitees, such as possible damage which may occur during any construction or improvement on the property conveyed, damage caused by the placement of underground utilities for the benefit of the property conveyed or by reason of travel by equipment, trucks or other vehicles to and from the property conveyed to the public road. As a deposit for repair of possible damage to the road which may occur during the course of construction, upon commencement of construction, the Grantee shall require the Grantee's contractor to pay the Grantor a construction impact damage deposit in the amount of \$1000.

In the event the impact deposit is not sufficient to repair any damage caused, the Grantee shall be responsible for the additional costs.

8. Non-Disturbance of the Spring Area. In order to protect the flow of the spring located on the Parent Tract and shown the Survey near an iron set at the terminus of the line running a course of S 83-24-31 E 456.83 feet, and being the spring to which an easement was granted in this deed, Grantee shall not and shall not allow any earth disturbing activity within a 100 foot radius of the spring, including without limitation drilling a well within said 100 foot area.
9. Parties and Terms. Except as expressly stated herein, the terms Grantor and Grantee shall include their respective heirs, successors and assigns, including without limitation a property owners association. The Grantor, at the Grantor's discretion, shall have the right to form and to transfer all rights established herein to an association and the Grantee agrees to become a member of any association formed. It is understood that the association shall have the authority to enforce the obligations set forth in this deed but shall have no authority to establish any additional obligations, and shall not have the authority to alter the fee assessment provisions set forth herein, without the written consent of all parties.

Lera Jane Chacon
Lera Jane Chacon