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0818

FILED Oct 09, 2020 01:55:50 pm FILED  
BOOK 01659 CHEROKEE  
PAGE 0818 THRU 0819 COUNTY NC  
INSTRUMENT # 05776 DAPHNE DOCKERY  
RECORDING \$26.00 REGISTER  
EXCISE TAX \$180.00 OF DEEDS  
KMW

**CHEROKEE COUNTY TAX CERTIFICATION**

There are no delinquent taxes due that are a lien against the Parcel Numbers(s) set forth in this deed.

Cherokee County Tax Collector

Date: 10-9-20 By: dt

**WARRANTY DEED**

This instrument was prepared by NOLAND W. SMITH of the law firm of McKeever & Smith, P.A. 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.

**State of North Carolina  
County Of Cherokee**

Title File No. 2265-C

DEED STAMPS: \$180.00

PIN # 5502-00-31-1689-000

**This Indenture** made the 21<sup>st</sup> day of August, 2020, by and between:

**HARSHAW FARMS, LLC, A North Carolina Limited Liability Company  
P.O. Box 661  
Murphy, NC 28906**

hereinafter called Grantors, and **EDWIN LEE HAMILTON and wife, MARIANGELI M. HAMILTON  
3274 Brooksong Way  
Dacula, GA 30019**

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 heirs and/or 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:

All that certain tract or parcel of land containing 1.98 acres, more or less, designated as Lot 133, Riverwalk on the Hiwassee, Civil District No. 3, Murphy Township, Cherokee County, North Carolina, and being more particularly described according to a plat of survey dated August 28, 2015 together with any revisions thereto, by Palmer's Surveying, Inc., Felix Edward Palmer, Jr., P.L.S., and as filed for record on September 2, 2015, in Plat Cabinet H, Slide 284, in the office of the Register of Deeds for Cherokee County, NC reference to said plat of survey being made hereby for incorporation herein of a more particular legal description of said Lot(s).

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO the reservation of a non-exclusive, perpetual right of way and easement over and across the existing access roads which serve Riverwalk on the Hiwassee varying in width from forty-five feet (45'), twenty-two and one-half feet (22 1/2') on each side of the centerline thereof and thirty feet (30'), fifteen feet on each side of the centerline thereof and as shown on the plats of survey as recorded in Plat Cabinet H, Slide 170-176 and Slides 281-284 and Slide 286 for the purposes of ingress, egress, regress and utilities thereon from the above described lot(s) and appurtenant lands of Grantor to the public road.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right of way and easement to obtain water from the well which serves the above described lot(s) together with the right to lay and maintain a pump in said well, to connect the same with utility service and to lay and maintain a water line leading from said well to the above described lot(s) and to go upon said well site whenever the same is reasonably necessary for the purpose of inspecting, maintaining and repairing said well and water facilities appurtenant thereto. Upon the sale of all lots which are served by the well which provide water service to the

above described lot(s), a deed will be recorded which conveys the well and water facilities to the lot owners to obtain water from said well or to the property owners association. Provided, however, that Grantee, their successors, heirs and/or assigns shall pay a hookup fee in the amount of \$2,500.00 upon hookup to said water system of which \$1,500.00 shall be payable to Grantor, Harshaw Farms, LLC, their successors or assigns in interest and \$1,000.00 to the Well Association of those lot owners who obtain water from the designated well and water system. Upon hookup to said well and water system, Grantee, their successor, heirs and/or assigns, shall pay a monthly water fee of \$35.00 to the well Association of those lot owners who obtain water from the designated well and water system.

THIS CONVEYANCE IS SUBJECT TO the restrictive covenants and conditions governing Riverwalk on the Hiwassee as recorded in Deed Book 1519, Page 166, as amended Deed Book 1519, Page 385, and any amendments thereto, Cherokee County, NC Registry.

THIS CONVEYANCE IS SUBJECT TO the right-of-way and easement in favor of The Town of Murphy for the distribution of electric power as recorded in Deed Book 1492, Page 107, Cherokee County, NC Registry.

FOR SOURCE OF TITLE reference Book 1471, Page 50, Cherokee County, NC Registry.

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

**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 heirs and/or 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 heirs and/or 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, 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 heirs, executors, administrators and/or successors shall forever warrant and defend the title to said land and premises, with the appurtenances, unto the Grantees, their heirs and/or 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, or if an LLC, the Manager has executed on behalf of said company, the day and year first above written.

**HARSHAW FARMS, LLC by and through its manager, TARTAN CAPITAL, Inc.**

BY:  (SEAL)  
JOHN J. SNOW, III, President

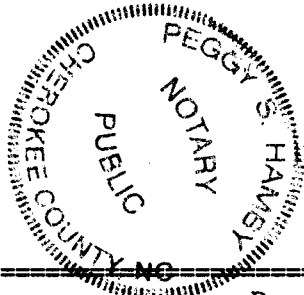
State of NORTH CAROLINA, County of CHEROKEE

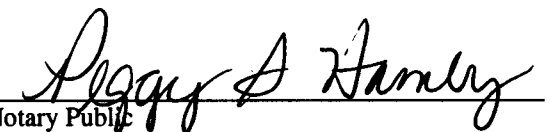
I, Peggy S Hamby a Notary Public of the aforesaid state and county, do hereby certify that JOHN J. SNOW, III, President of TARTAN CAPITAL, INC., manager of HARSHAW FARMS, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Managers on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and Notarial Seal, this 26 day of August, 2020.

My commission expires:

4/25/2020



  
Notary Public

(Notary Seal)

Prepared By

**McKeever & Smith, P.A.**  
Attorneys at Law  
P. O. Box 491  
Murphy, North Carolina  
PHONE: (828) 837-0162