

Mailed: 5/27/83  
To: Mr. & Mrs. Richard C. Plater, Jr.  
Route 2A, Box 123,  
Boyce, Va. 22620

#237-83

THIS DEED AND DEED OF PARTIAL RELEASE made and dated 9  
this 5<sup>th</sup> day of July, 1983, by and between DOUBLE E LAND  
AND CATTLE COMPANY, a Virginia corporation, party of the first  
part; RICHARD C. PLATER, JR. party of the second part; A. GARLAND  
WILLIAMS, Trustee, party of the third part; and FRANCES C. ENDICOTT,  
Assignee, lienholder, party of the fourth part.

WITNESSETH: That for and in consideration of the sum  
of Ten Dollars (\$10.00) and other good and valuable consideration  
the receipt of all of which is hereby acknowledged, the party of  
the first part does hereby grant, bargain, sell and convey with  
general warranty of title unto the party of the second part,  
his heirs or assigns, the following described property and appur-  
tenances thereunto belonging:

1. Those certain lots of land located  
in Chapel Magisterial District, Clarke  
County, Virginia, and being more particu-  
larly described on those certain plats of  
record in the Clerk's Office of the Circuit  
Court of Clarke County, Virginia in Deed Book  
58, at Page 506 and in Deed Book 125, at Page  
684 as follows: Lots 45, 48, 50, 51, 52, 53,  
54, 56, 57, 58, 59, 60, 61, 62. The property  
herein described is a portion of the property  
acquired by the party of the first part by  
deed dated January 20, 1960, and of record  
in the aforesaid Clerk's Office in Deed Book  
58, at Page 242. The following lots were con-  
veyed by the party of the first part and then  
reacquired:

Lot	Acquired From	Deed Book	Page
45	Saum	81	467
53	Meade	78	634
54	Berry & Whiting (Trustees)	74	510
62	Knight	74	125

The party of the first part does further  
grant and convey with general warranty of title  
unto the party of the second part a non-  
exclusive right of way over and along all roads  
within the subdivision known as Calmes Neck Estates  
and more particularly described on the aforesaid  
plats of record in Deed Book 58, at Page 506 and  
in Deed Book 125, at Page 684. The conveyance of  
the lots described herein include the 50 foot right  
of way from the same to State Route 606.

2. That certain tract of land situate, lying and being in Chapel Magisterial District, Clarke County, Virginia, containing 322 acres, more or less, and being a portion of the property acquired by the party of the first part by deed dated July 11, 1960 from W. S. C. Burwell, et ux, of record in the aforesaid Clerk's Office in Deed Book 59, at Page 252. The eastern boundary of the herein described 322 acre parcel was modified by a survey of record in the aforesaid Clerk's Office in Deed Book 80, at Page 168. The conveyance herein includes the 50 foot right of way from said tract to Route 606. /e

The party of the first part does also remise, remit and quitclaim to the party of the second part any and all interest that it has in and to the land lying between the low water mark of the Shenandoah River and the boundary lines of the lots conveyed hereby that border on the Shenandoah River.

The party of the first part does expressly reserve a right of way 50 feet in width to be used in common with the party of the second part over the existing road located near the eastern and northern boundaries of the aforesaid 322 acre parcel for the benefit of, and appurtenant to, its unsold lots in the Calmes Neck Estates Subdivision consisting of lots 1, 2, 3, 10, 11, 12, 14, 15, 16, 17, 18, 30, 31, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 85, 86, 88, 89, 93, 94, 95; and for the benefit of and appurtenant to that certain tract of land containing 280.66 acres, acquired by the party of the first part from Gordon L. McDougal, single, by deed dated October 15, 1969 and of record in the aforesaid Clerk's Office in Deed Book 85, at Page 522.

The party of the first part further reserves for the benefit of lots, 1, 2, 3, 10, 11, 12, 14, 15, 16, 17, 18, 30, 31, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 85, 86, 88, 89, 93, 94, 95; for the benefit of the 280.66 acre tract mentioned above; and for the benefit of all lots in the Calmes Neck Subdivision, including the lots conveyed hereby, the right to use the swimming pool, the nearby picnic area, the beach area and the boat dock and to walk the trail along the Shenandoah River, all more particularly described on the attached plat. The right to use reserved hereby shall be exercised in such a manner as to protect and preserve the natural vegetation and wildlife of the area, to maintain the peace and quiet of the area and to maintain the facilities in a good and clean condition. The reservation further is subject to the right of the Association, to be created as set forth hereinafter, to regulate the use of said facilities, area and trails and the use of the same by the owners of lots shall be at their own risk.

The reservation as to the right to use the swimming pool area is subject to the duty of the Property Owners Association or the users of the facilities until such Association is in existence to purchase liability insurance from a reputable corporate

insurer covering the Grantees, or their successors in title, with limits of liability not less than Five Hundred Thousand Dollars (\$500,000.00). The reservation as to the right to use the swimming pool and the pool area shall terminate at such time as (1) the pool or pool area is not regularly used by lot owners or is not maintained as required by this paragraph or (2) the required liability insurance coverage is not maintained. //

The party of the first part agrees to undertake to create a Property Owners Association consisting of only the property owners in Calmes Neck Subdivision and the owner of the 280.66 acre parcel mentioned above to assume the responsibility for maintaining the facilities (the swimming pool, picnic area, beach area and boat dock) in good and clean condition and to regulate the facilities and trails so as to protect and preserve the natural vegetation, wildlife, and peace and quiet of the area.

It is understood that the reservation by the party of the first part herein of the use of such trails and facilities shall impose no responsibility nor duty on the part of the party of the second part to maintain such facilities and trails and the use of same by the owners of lots shall be at their own risk.

The party of the second part joins in the execution of this deed to make the following covenants which shall be deemed covenants real to run with the land he is acquiring.

(a) The party of the second part covenants that the property he is acquiring hereby shall be used only for residential, recreational and agricultural purposes or for any purpose permitted at least one of the lot owners in the Calmes Neck Subdivision.

(b) The party of the second part further covenants that in the event he conveys any of the Calmes Neck Subdivision

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lots, acquired hereby, as individual lots that he will place covenants and restrictions against said lots similar to those placed against the majority of the lots in the Calmes Neck Subdivision at the time of conveyance.

The party of the second part takes the property conveyed hereby subject to the obligation to pay the following charges for the repair and maintenance of the roads within the subdivision and the 50 foot right of way leading to Route 606 and to the repair and maintenance of the recreational facilities described above, to-wit:

(a) One "annual charge" for all lots in Calmes Neck Subdivision owned by the party of the second part, not improved by an office or a residence, and

(b) One "annual charge" for each lot in Calmes Neck Subdivision on which there is an office or residence.

This conveyance is made subject to all duly recorded and enforceable restrictions, easements and rights of way.

The party of the first part covenants that it has a right to convey such property to the party of the second part; that it has done no other act to encumber said property, that it will execute such further assurances of title to said property as may be requisite; that it is seized in fee simple of the property conveyed; that the party of the second part shall have quiet possession of said property free from all encumbrances.

WHEREAS, by deed of trust dated January 20, 1960 and recorded in the Office of the Clerk of the Circuit Court of Clarke County, Virginia in Deed Book 58, at Page 245 in order to secure the repayment of an obligation of Twenty-Five Thousand Dollars (\$25,000.00) as mentioned in said deed of trust, as Bond No. 2, the party of the first part did grant and convey unto the party of the third part the property more



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STATE OF VIRGINIA at large  
City of Shenandoah, To-wit:

The foregoing deed and deed of partial release was executed before me this 15<sup>th</sup> day of April, 1983 by Eric W. Jones, who is President of Double E. Land and Cattle Company.

My Commission expires January 14, 1984.

D. C. Williams  
Notary Public

(S E A L)

STATE OF VIRGINIA  
OF \_\_\_\_\_, To-wit:

The foregoing deed and deed of partial release was executed before me this \_\_\_\_\_ day of April, 1983 by A. Garland Williams, Trustee.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(S E A L)

STATE OF VIRGINIA at large  
City of Shenandoah, To-wit:

The foregoing deed and deed of partial release was executed before me this 1<sup>st</sup> day of April, 1983 by Frances C. Endicott.

My Commission expires January 14, 1984.

D. C. Williams  
Notary Public

(S E A L)

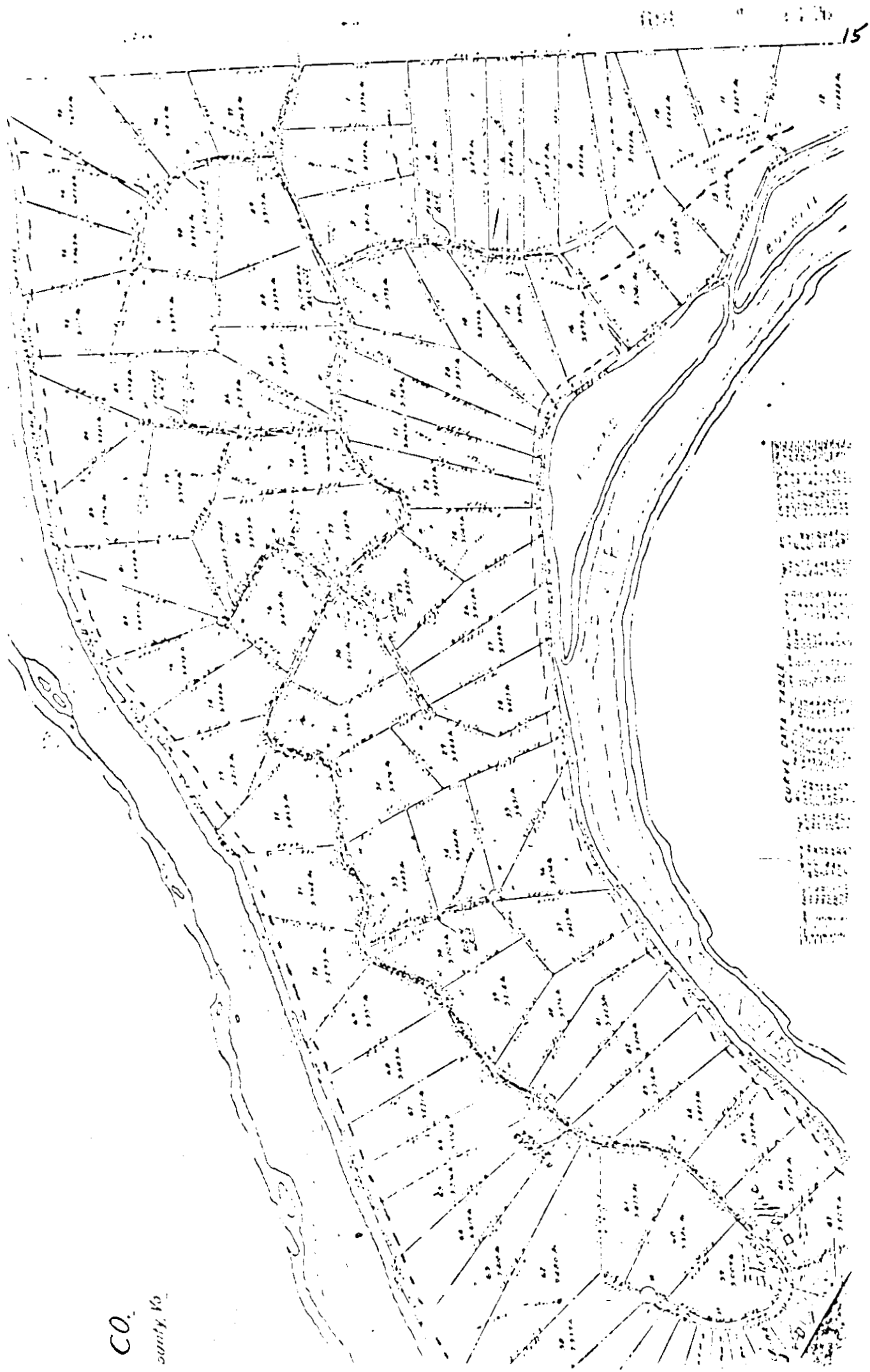
STATE OF VIRGINIA At Large  
OF \_\_\_\_\_, To-wit:

The foregoing deed and deed of partial release was executed before me this 19<sup>th</sup> day of April, 1983 by Richard C. Plater, Jr.

My Commission expires November 16, 1985.

Karan L. Balfour  
Notary Public

(S E A L)

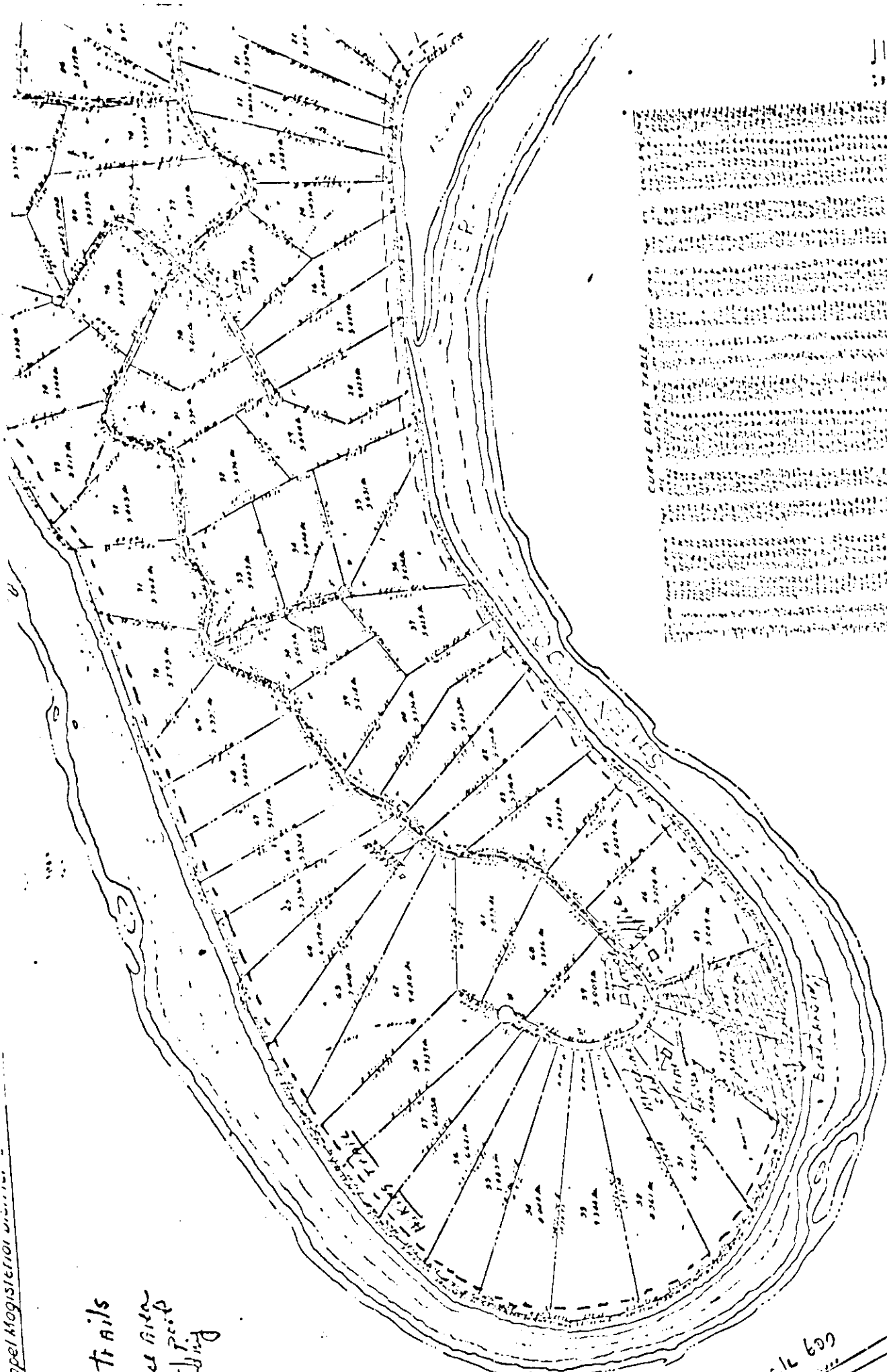


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CO.  
Sandy, Va.

CURVE DATA TABLE

Symbol 1	Description 1
Symbol 2	Description 2
Symbol 3	Description 3
Symbol 4	Description 4
Symbol 5	Description 5
Symbol 6	Description 6
Symbol 7	Description 7
Symbol 8	Description 8
Symbol 9	Description 9
Symbol 10	Description 10
Symbol 11	Description 11
Symbol 12	Description 12
Symbol 13	Description 13
Symbol 14	Description 14
Symbol 15	Description 15
Symbol 16	Description 16
Symbol 17	Description 17
Symbol 18	Description 18
Symbol 19	Description 19
Symbol 20	Description 20



Chapel Magisterial District

--- hiking trails  
 100 contour lines above  
 sea level

VIRGINIA: In the Clerk's Office of Clarke County Circuit Court  
 April 19, 1983. This Deed was presented and with  
 the annexed certificate of acknowledgement admitted to record at  
 3:28 P.M. The taxes imposed by Section 88-84.1 in the  
 amount of \$ 145.00 and by Section 89-84 of the Code  
 of Virginia have been paid.

TESTE: *[Signature]* CLERK

Reduced to scale 600  
 1:25,000