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DOUBLE E LAND & CATTLE COMPANY
TO: (DEED AND DEDICATION

GORDON H. MacDOUGALL
JAN 23 1968

Mailed

To: Henry Whiting, Atty.
20 S. Cameron Street,
Winchester, Virginia. 22601

#17

THIS DEED AND DEDICATION made and dated this 26th day of December, 1967, by and between Double E Land & Cattle Company, a Virginia Corporation, party of the first part, and Gordon H. MacDougall, single, party of the second part.

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WHEREAS, the parties hereto are adjoining property owners of land in Chapel Magisterial District, Clarke County, Virginia, and they desire to: (1) agree as to their respective boundaries and to quitclaim unto the other party hereto all of their right, title and interest in any land on the other side of the boundary; (2) create an easement as hereinafter set forth; and (3) impose the same restrictions upon the property of the party of the second part as are imposed upon the existing Calmes Neck Estates development as platted of the party of the first part, said property of the party of the second part comprising the following conveyances hereinafter set forth:

1) Deed of Gladys E. Lawson, widow, dated June 1, 1957, recorded in the Office of the Clerk of the Circuit Court of Clarke County, Virginia, in Deed Book 51, at page 358, described as containing 126 acres more or less but later determined by survey to be 174 acres more or less.

2) Deed of E. J. Rothfuss dated April 23, 1958, recorded in the aforesaid Clerk's Office in Deed Book 54, at page 109, containing 9.8 acres more or less, both 1 and 2 above being shown as 185.8 acres on a plat recorded in the aforesaid Clerk's Office in Deed Book 63, at page 58.

3) Deed of A. C. Moore, et ux, dated October 26, 1964 and recorded October 30, 1964 in the aforesaid Clerk's Office in Deed Book 73 at page 312, described as containing 119 acres more or less but later discovered to be 106.72 acres.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, the parties hereto agree the following described property line shall henceforth be and become the boundary line between their respective properties, and the party of the first part does hereby release and quitclaim unto the party of the second part all of its rights, title

and interest in and to any land shown east of said property line and the party of the second part does hereby release and quitclaim unto the party of the first part all of its right, title and interest in and to any of his land west of said property line.

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The boundary line is shown on the attached plat of O. B. Knight, Certified Land Surveyor, dated August 31, 1967, and is more particularly described as:

Beginning at a pipe in stone pile found (1), a corner to the land of Burwell, Double E Land & Cattle Co. and an old corner to the land of MacDougall;

thence running through the land of said Double E Land & Cattle Co., N84°16'34"W, 75.72 feet to a pipe set (37) in the Easterly right-of-way line of a 50 foot right-of-way for an existing road;

thence running with the land of the said Double E Land & Cattle Co. and the said Easterly right-of-way line, the following nine courses and distances:

on a curve to the left whose radius is 1930.02 feet and whose chord and chord bearing are 430.20 feet and N20°15'25"E, respectively, for an arc distance of 431.10 feet to a pipe set (38);

N13°51'28"E, 99.12 feet to a pipe set (39);

on a curve to the left whose radius is 1369.99 feet and whose chord and chord bearing are 303.69 feet and N07°29'39"E, respectively, for an arc distance of 304.32 feet to a pipe set (40);

N01°07'50"E, 1270.30 feet to a pipe set (41);

on a curve to the right whose radius is 743.34 feet and whose chord and chord bearing are 191.87 feet and N08°32'45"E, respectively, for an arc distance of 192.41 feet to a pipe set (42);

N15°57'41"E, 1796.43 feet to a pipe set (43);

on a curve to the left whose radius is 407.95 feet and whose chord and chord bearing are 128.29 feet and N07°03'25"E, respectively, for an arc distance of 126.80 feet to a pipe set (44);

N 01° 50' 52" W, 167.58 feet to a pipe set (45);
and

on a curve to the left whose radius is 156.70 feet and whose chord and chord bearing are 78.66 feet and N 16° 22' 59" W, respectively, for an arc distance of 79.51 feet to a pipe set (47);

thence leaving said right-of-way line and running through the land of the aforementioned Double E Land & Cattle Co., N 37° 07' 40" E, 234.00 feet to a pipe in stone pile found (12), an original corner to the lands of the said Double E Land & Cattle Co. and Dulany and the aforementioned MacDougall.

RIGHTS-OF-WAY

For the considerations recited above and the further consideration of Five Dollars (\$5.00) cash in hand paid, the receipt of which is

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hereby acknowledged, the party of the first part does also grant and convey unto the party of the second part, his heirs, successors and assigns a non-exclusive easement for all utilities now or hereafter installed and a non-exclusive easement and right of way for ingress and egress 50 feet in width on, over and along any road which may be built upon said right of way shown on the attached plat and located immediately west of the boundary line herein agreed upon, thence over other properties and rights of way of party of the first part leading to State Route 606, which rights of way are generally south of the above right of way west of the Burwell Tract and then extends generally east to Route 606. A part of this right of way is shown on a plat recorded in Deed Book 59 at page 261.

All previous boundary agreements, rights of way and easements previously created between the parties are hereby terminated, and the rights created thereby hereby quitclaimed by the recipient thereof to the owner of the servient tract, and the entire agreement as to boundaries and easements between the parties is set forth in this instrument. But each of the easements created herein shall be considered as independent of all other portions of this instrument and shall survive any determination of the invalidity of any other portion of this instrument. If any later event shall negate any easements created herein which supplant any previous easements, to that extent the previous easement shall again become operative.

In consideration of the agreements contained herein and the sum of Five Dollars (\$5.00) cash in hand paid, the receipt of which is hereby acknowledged, the party of the second part does hereby impose the following covenants, conditions, reservations and restrictions upon his property comprising approximately 254.8 acres acquired by him by deeds as aforesaid:

RESTRICTIVE COVENANTS

The following covenants, conditions, reservations and restrictions are imposed upon any and all lots included in the future lots sold from the existing subdivision of Double E. Land & Cattle Company (hereinafter called Double E) and any and all lots sold from the land of Gordon H. MacDougall and shall be included either specifically in the deed or by reference to this deed in all subsequent deeds conveying any of said lots, and shall run with the land and be binding upon present and future owners of all said lots.

1. Said lot shall be used only for residential purposes. No business or occupation of any kind, other than the home practice of a physician, dentist or lawyer may at any time be carried on or permitted upon subject lot or lots, except by written consent of Double E, its succes-

sors or assigns. Not more than one single family dwelling house shall be erected on said lot at a cost of no less than Six Thousand Dollars (\$6,000.00) or with a floor area of no less than six hundred (600) square feet. 171

2. No building of an area of less than six hundred (600) square feet or cost of less than Six Thousand Dollars (\$6,000.00) or addition thereto, or any fence or other structure shall be erected without the written approval of Double E, its successors or assigns. Double E, in addition to its other rights hereunder, shall have the right to remove or destroy any building or structure erected in violation of this covenant. Any building completed and maintained over one year shall be conclusively deemed to have been erected with

the written approval of Double E, without objection. In cases of single ownership of more than one lot these restrictions shall apply to the parcel owned as a whole. No dwelling, including porches or bay windows attached thereto shall be built within one hundred (100) feet of the front line of any lot or within fifty (50) feet of the front line of any lot fronting the road leading to the two properties nor within twenty-five (25) feet of the outside lines of corner lots nor within twenty-five (25) feet of side lines of an abutting lot in said subdivision adjoining; however, Double E or its successors shall have the right to waive or modify the set back restrictions. Any garages, carports, or carshelters constructed on said lot(s) shall be attached to and be a part of the main structure.

3. An easement over the twenty (20) foot width adjoining the front, side or rear lines of any lot is specifically reserved for water, sewer, gas, electricity, telephone, drainage, and any other utilities to Double E's property, the other property of this subdivision and the MacDougall properties. An easement for ingress and egress sufficiently wide to accommodate one vehicle for riding horses, recreation, walking, maintenance and fire protection is reserved respectively in Double E on its property and in MacDougall in his property over all of the respective properties for the benefit of the respective developers and all other owners of property in the respective subdivisions, said easements to be at points over the property easily convenient for travel without undue interference with the improvements upon the property.

4. Trees and topography shall remain uncut and undisturbed. Excavation or removal of sand or earth and cutting or trimming of trees shall be allowed for beautification or construction purposes only with prior written consent of Double E Land & Cattle Co., its successors or assigns. Open fires are prohibited on any part of the property. Outdoor fireplaces, grills and all chimneys must be provided with fire screens or sufficient design to prevent scattering of sparks or burning embers. Brush burning may be conducted only with prior written permission of Double E. No sewage or refuse shall be emptied into the Shenandoah River bounding said premises or any lands adjacent thereto, or into any cove or inlet, stream or waterway connected therewith; and any sewage disposal or water supply system installed by property owners shall be of a type approved or recommended by State or Local Departments of Health. All bathroom and toilet facilities shall be incorporated within the main structure of each lot. Firing of rifles, guns or weapons of any kind is prohibited everywhere on the property except in areas specifically reserved for said use and during hunting season by written permit of Double E.

5. No untended boats shall be anchored off shore in the Shenandoah River. When not in use, boats shall be pulled on the bank or moored as closely adjacent to the bank as safety allows, in order that navigation will not be impeded. It is specifically understood that the use of the Shenandoah River for boating, fishing, swimming and anchorage is to be at the person's own risk and the respective developers, their heirs or successors or assigns shall not be liable for damages or injury resulting.

6. The said lot or lots shall be subject to an annual charge for the construction, repair and maintenance of roads leading to both developments and within any Double E subdivision. The charges shall be

payable on the first day of January each year and must be paid within thirty (30) days thereafter, and shall not exceed \$10.00 per year per lot plus a 10% penalty each month after January 30th of each year. 172

7. In the event that water should be made available from a central system, a tap-on charge and a use charge may be made to users thereof.

8. These covenants are attached to and shall run with the land, and it shall be lawful not only for the grantors and their successors, but also for the owner or owners of any lot or lots adjoining or lots which relate to the entire developments of both parties hereto in Chapel Magisterial District, Clarke County, Virginia, of the premises hereby conveyed deriving title through Double E Land & Cattle Company and Gordon H. MacDougall, or their successors or assigns, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same, it being understood however that these covenants shall not be enforced personally for damages against the grantee or grantor, his or her, or their heirs or assigns, unless he, she or they be the owner of that portion of the premises upon which the violations of these covenants are done at the time of such violation.

All the restrictions and covenants in this instrument shall continue in force until the 31st day of December, 1982, and shall be automatically and successively renewed for ten year periods thereafter, unless the owners of at least a majority of the lots in said developments shall, at least six months prior to any such renewal date, agree in writing to a change, alteration, addition to or abrogation of any or all of the above restrictions and conditions, and record such writings so amending the aforesaid covenants. Such changes, alterations, additions to or abrogation of any or all the agreements, covenants and restrictions as proposed shall be made in writing at least twelve months prior to such renewal date after the mailing of such notice to such proposed changes, alterations, additions to or abrogation, to all the owners of lots of said developments. No such changes, alterations, additions to or abrogation shall become effective until the instrument in writing setting forth such changes in detail, executed by the owners of at least a majority of the lots in said developments shall be recorded in the Office of the Clerk of the Circuit Court of Clarke County, Virginia, and such must be recorded six months or more prior to any renewal date, which would take effect at the renewal period.

Provided, also, that the breach of any of the foregoing agreements, covenants or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to said land, and any such residential dwelling, or private garage located as above provided, or any part thereof; provided, however, that the breach of either of said conditions or the continuance of any such breach may be enjoined, abated, or remedied by appropriate proceedings, and provided, also, that each of the foregoing agreements, covenants and restrictions shall remain at all times in full force and effect as against any owner of said premises, or any part thereof, by reason of any breach thereof by any such owner, whether such

ownership is acquired by purchase, foreclosure, devise, inheritance, or in any other manner.

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WITNESS the following signatures and seals:



DOUBLE E LAND AND CATTLE COMPANY

By Kenneth M. Endicott
Kenneth M. Endicott, President

ATTEST:

Frances C. Endicott
Secretary

Gordon H. MacDougall (SEAL)
Gordon H. MacDougall

STATE OF MARYLAND

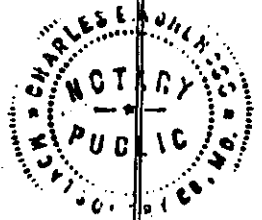
County OF Montgomery, To-wit:

I, Charles B. Kellwood, a Notary Public in and for the State and County aforesaid, hereby certify that Kenneth M.

Endicott and Frances C. Endicott, President and Secretary of Double E Land and Cattle Company, whose names are signed to the foregoing Deed bearing date the 26th day of December, 1967, have this day personally appeared before me and acknowledged the same.

Given under my hand this 19th day of Dec, 1967.

My Commission expires 7/1/69.



Charles B. Kellwood
Notary Public

STATE OF VIRGINIA

CITY OF WINCHESTER, To-wit:

I, Darlene M. Nesselrodt, a Notary Public in and for the State and City aforesaid, hereby certify that Gordon H.

MacDougall, whose name is signed to the foregoing Deed bearing date the 26th day of December, 1967, has this day personally appeared before me and acknowledged the same.

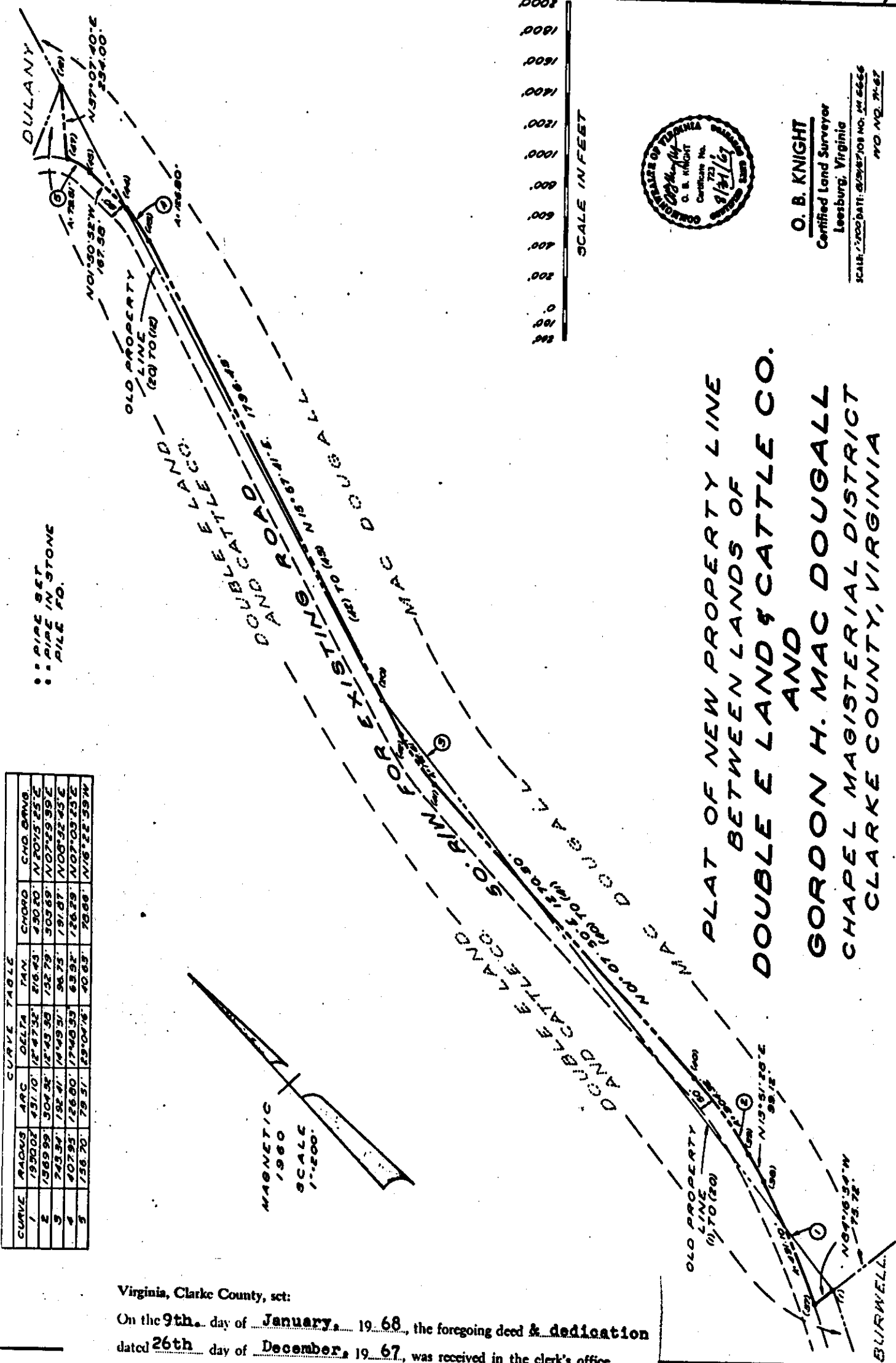
Given under my hand this 26 day of December, 1967.

My Commission expires June 29, 1968.



Darlene M. Nesselrodt
Notary Public

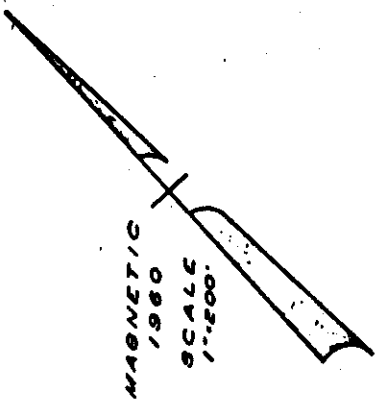
I was commissioned as Darlene N. Trenum



•• PIPE SET
• PIPE IN STONE
PILE NO.

CURVE TABLE

CURVE	RAOVS	ARC	DELTA	TAN.	CHORD	CHORD BRNG.
1	19202	431.10	12° 47' 52"	86.23	430.20	N 70° 5' 25" E
2	15699	304.54	12° 43' 38"	72.79	303.69	N 07° 29' 39" E
3	74334	152.27	12° 41' 14"	36.73	151.87	N 08° 22' 45" E
4	40793	126.80	12° 40' 33"	28.92	126.29	N 07° 03' 23" E
5	15870	79.37	12° 40' 46"	10.63	78.88	N 16° 22' 59" W



O. B. KNIGHT
Certified Land Surveyor
Leesburg, Virginia
SCALE: 1"=200' DATE: 8/29/67 JOB NO. 24466
P.O. NO. 74-67

**PLAT OF NEW PROPERTY LINE
AND
DOUBLE E LAND & CATTLE CO.
GORDON H. MAC DOUGALL
AND
CHAPEL MAGISTERIAL DISTRICT
CLARKE COUNTY, VIRGINIA**

Virginia, Clarke County, sct:
On the 9th. day of January, 19 68, the foregoing deed & dedication dated 26th day of December, 19 67, was received in the clerk's office of the Circuit Court of said County, certified for record and with the certificate admitted to record at 9:00 o'clock, A. M.

Teste: J. R. Wood Clerk.

DWS. NQS