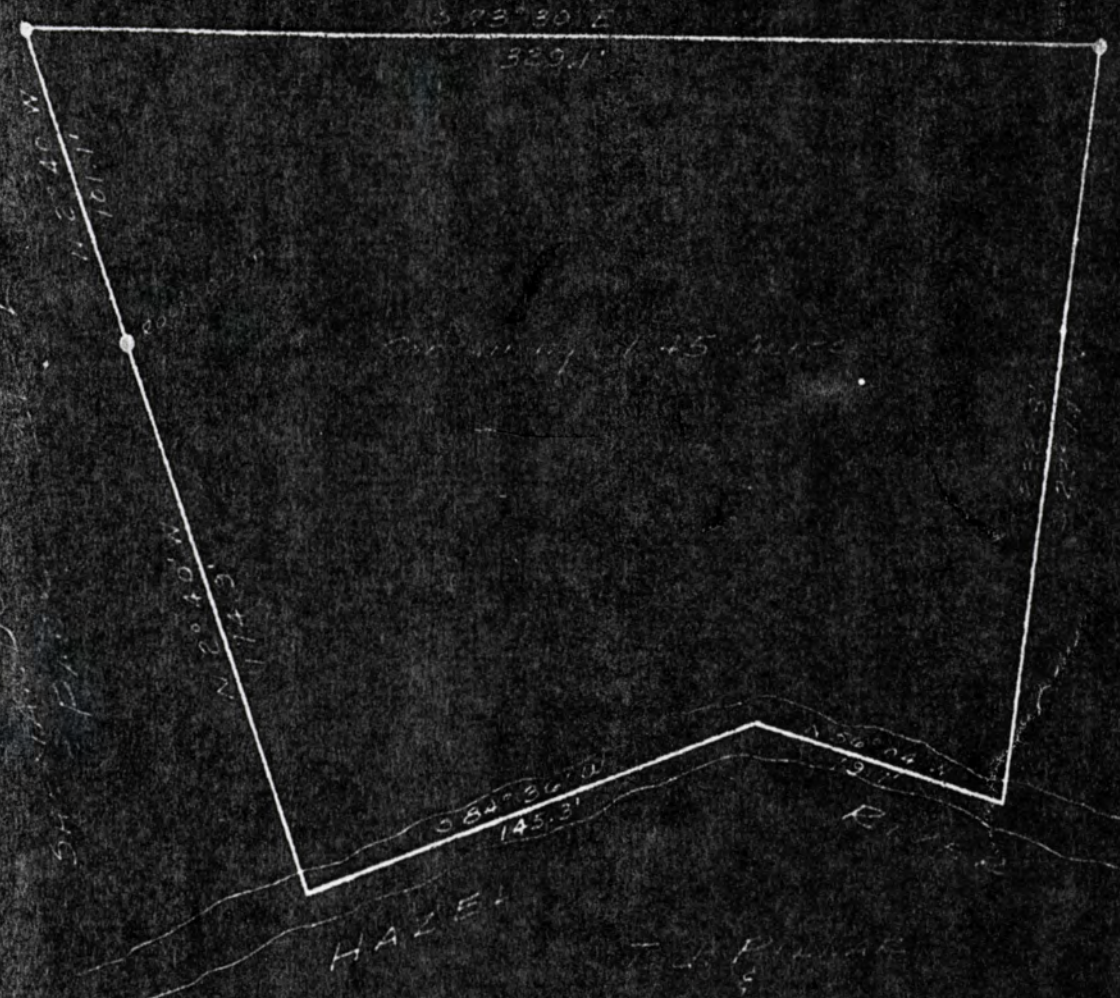


C.S. FLETCHER



A PART SHOWING A PARCEL OF LAND IN
 RICHMOND COUNTY,
 VIRGINIA

DECEMBER 10, 1933

Survey of a parcel of land in Richmond County, Virginia, showing a portion of the same. The parcel is bounded by a line with the following bearings and distances: S 93° 30' E, 329.11; N 04° 02' W, 101.11; S 62° 30' W, 145.31. A point on the left boundary is marked with a dot and labeled 11.33. The stream 'HAZEL' is shown below the parcel. The survey was conducted by C.S. Fletcher on December 10, 1933.

SCALE 1" = 60'

DATE ~ NOV 23 1933

C.S. FLETCHER
 Surveyor
 Richmond, Virginia

3449²

THIS DEED, Made this 13th day of January, 1954, by and between Cumberland S. Bennett, a widower, of the County of Rappahannock, State of Virginia, party of the first part; and Edwin N. Montague and Frances Montague, husband and wife, as tenants by the entireties with the right of survivorship as at common law, as hereinafter mentioned, of 201 Washington Road, Hollin Hall Village, Alexandria, Virginia, parties of the second part, witnesseth;

WHEREAS, Lloyd Bennett late of the County of Rappahannock, State of Virginia, died intestate, prior to the year 1915, and

WHEREAS, in a partition suit styled Cumberland S. Bennett et al. v. Susan E. Bennett, et al., F. P. Carter was named as Special Commissioner for the purpose of conveying certain lands partitioned in said suit, and

WHEREAS, said F. P. Carter, Special Commissioner, did convey unto Susan E. Bennett, by deed, dated April 17, 1915, and recorded May 12, 1919, in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia, in Deed Book 29, at page 232, a tract of land described in said deed as containing 33.35 acres, designated as Lot No. 1, to be held by her for and during her natural life and after her death to pass to the children and grandchildren taking the share of their parent would take if living, and

WHEREAS, said Susan E. Bennett, widow, of Lloyd Bennett, died on February 24, 1929, and

WHEREAS, the sole heirs of said Lloyd Bennett were Cumberland S. Bennett, a son; Onita Bennett Jenkins, a daughter (who died on March 12, 1936); and Pearl Bennett Frazier and Otis L. Bennett, children of John Bennett, a deceased son of Lloyd Bennett, both of whom are still living, and

WHEREAS, said Onita Bennett Jenkins et vir and Susan E.

3449³

Bennett, by deed dated and recorded October 20, 1919, in the aforesaid Clerk's Office in Deed Book 29, at page 246, conveyed the dower interest of said Susan E. Bennett and the one-third (1/3rd) undivided interest of said Onita Bennett Jenkins, in said 33.35 acre dower tract to Cumberland S. Bennett, and

WHEREAS, said Pearl Bennett Frazier et vir by deed dated and recorded December 14, 1923, in the aforesaid Clerk's Office, in Deed Book 34, at page 222, and conveyed the one-sixth (1/6th) undivided interest of said Pearl Bennett Frazier to said Cumberland S. Bennett and

WHEREAS, said Otis E. Bennett et ux by deed dated and recorded November 24, 1945, in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia, in Deed Book 46, at page 230, did convey the interest of said Otis E. Bennett in said 33.35 acre dower tract to said Cumberland S. Bennett, and

WHEREAS, by virtue of said conveyances, said Cumberland S. Bennett is now the owner in fee simple of said tract of land and desires to sell and convey a portion of said land to said parties of the second part hereto as well as to grant a right of way or easement on another portion of said tract of land herein described to said parties of the second part,

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

That for and in consideration of the sum of \$10.00 cash in hand paid said party of the first part by said parties of the second part, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, do hereby bargain, sell, grant and convey with General Warranty of title, unto said parties of the second part hereto, as tenants by the entireties with the right of survivorship as at common law, all the following described tracts or parcels of land, situate, lying and being in Hawthorne Magisterial District, Rappahannock County, Virginia, and bounded and described as follows, to-wit:

3449⁴

TRACT NO. 1: All that certain tract or parcel of land bounded and described as follows, according to a survey made by William L. Warwick, Certified Land Surveyor, on November 23, 1953: "Beginning at a rock cairn marking the easterly boundary of the Shenandoah National Park, located approximately 175' north of the center line of Hazel River, thence N 2° 40' W 101.1' along Shenandoah National Park line, to an iron pin at the new south west corner of C. S. Bennett, thence S 73° 30' E 329.1' along Bennett's new line to an iron pin, thence S 23° 14' W 232.8' along Bennett's new line to a point on the center line of Hazel River, thence westwardly 225' along the center line of Hazel River to a point between two marked trees of the intersection of the Shenandoah National Park line, thence N 2° 40' W 174.9' along the Shenandoah National Park line to the rock cairn at the beginning, containing 1.45 ACRES."

The said tract or parcel of land is a part and parcel of said 33.35 acre tract acquired by said Cumberland S. Bennett, as hereinabove recited and is the same and identical tract of land set forth and described in the plat and survey of said land made by said William M. Warwick, certified land surveyor, attached hereto and made a part hereof.

Reference is hereby made to the aforesaid deeds and the references made therein, as well as to the plat and survey attached hereto for a more complete and accurate description of said Tract No. 1.

TRACT NO. 2: All that certain strip or parcel of land lying North of the tract or parcel of land hereby conveyed and being parallel to the S. 73° 30' E. 329.1' line set forth in said plat and survey. The western line of said strip shall be a continuation of the N. 2° 40' W. line a distance of 15' from the iron pin referred to in the

DB61-87

87

3449⁵

northeast corner of said tract and the southern line of said strip shall be a continuation of the S 23° 14' W. line and extending a distance of 15' past an iron pin referred to in the northeast corner of said plat and survey, it being the intent and purpose of the grantor to convey in addition a strip of 15' parallel to the northern line as set forth in said plat and survey.

Reference is hereby made to the aforesaid survey and deeds and references therein for a more complete and accurate description of said tract no. 2.

It is expressly understood and agreed by and between the parties hereto that this conveyance is subject to all easements or rights of way of record, affecting the above described land, as well as any easements or rights of way which might be disclosed by an inspection of the premises.

The aforesaid grantor covenants that he has the right to convey the aforesaid land to the aforesaid grantees; that the said grantees shall have quiet possession of said land, free from all encumbrances; that he has done no act to encumber the said land; and that he will execute such further assurances of said land as may be requisite.

Said party of the first part further grants unto said parties of the second part, an easement and water right, for the benefit of the parties of the second part and to run with the lands herein described and flow from a one-half (1/2) inch diameter pipe from the spring located approximately 100 yards northeast of the northeast corner of tract hereby conveyed, together with the right to run a pipe and maintain said pipe from the spring to the lands conveyed to the parties of the second part.

It is agreed by the parties of the second part that the spring will be boxed in at the expense of the parties of the second part at their election and it is further agreed that the repairs to the spring, when and if necessary will be at the election of the parties of the second part or as agreed to between the party of the first part and the parties of the second part, at the time such repairs become necessary.

3449⁶

Nothing in this agreement is to prohibit the party of the first part to make any repairs at his own expense.

It is further agreed that when the spring is boxed in by the parties of the second part that two (2) one-half (1/2) inch diameter pipes will be placed at the same level and that the party of the first part will have the use of the overflow in addition to half the water or the water from one of the above mentioned one-half (1/2) inch diameter pipes.

It is agreed by the parties of the second part that the pipe from the spring to the lands conveyed, will be placed in such a manner that the pipe will not interfere with the passage of livestock.

It is further agreed that the parties of the second part will have the right to construct below the spring on the lands of the party of the first part, at the expense of the parties of the second part, a box or reservoir if and when he finds it necessary to do so in order to assure a greater reserve capacity.

It is further agreed by the party of the first part that he will grant a right-of-way along the northern side of the Hazel River, to the lands conveyed, to the power company for electric poles and wire.

This agreement shall be construed as enuring to the benefit of and being binding upon the heirs, successors, grantees, and assigns of said parties hereto.

WITNESS the following signatures and seals, the day, month, and year aforesaid.

Cumberland S. Bennett (SEAL)
Cumberland S. Bennett

Frances Montague (SEAL)
Frances Montague

Edwin N. Montague (SEAL)
Edwin N. Montague

State of Virginia,
County of Rappahannock, ss;

3449⁷

I, Charlotte Pullen Inoué, a Notary Public in and for the

County and State aforesaid, hereby certify that Cumberland S. Bennett, whose name is signed to the foregoing writing, bearing date on the 13th day of January, 1954, has this day acknowledged the same before me in my County and State aforesaid.

Given under my hand this 24th day of March, 1954.

Charlotte Pullen Inoué

Notary Public

I was commissioned a Notary as Charlotte Pullen

My commission expires March 13, 1956



District of Columbia, ss;

I, Marta E. Helwege, a Notary Public in and for

the District of Columbia, do hereby certify that Edwin N. Montague and Frances Montague, parties to a certain deed bearing date on the 13th day of January, 1954, and hereto annexed, personally appeared before me in said district, Edwin N. Montague and Frances Montague, being personally well known to me as (or proved by the oath of credible witnesses to be) the persons who executed the said deed and acknowledged the same to be their act and deed.

Given under my hand this 26th day of March, 1954.

Marta E. Helwege

Notary Public

My commission expires My Commission Expires June 14, 1958



VIRGINIA:

Clerk's Office of Rappahannock Circuit Court, March 30, 1954. This Deed, with Plat and Survey attached, was this day received in the said office and with the certificates admitted to record at 4:00 O'Clock P.M.

Tax 90¢ Paid.

Teste: Ruth Stearns, Dep. Clerk