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SUPREME COURT OF VIRGINIA

JAN 26 1979

RICHMOND, VIRGINIA

IN THE
Supreme Court of Virginia

AT RICHMOND
RECORD NO. 78 1086

THOMAS H. JONES,

Appellant

v.

GLADYS S. BEAVERS, ANDREW H. BEAVERS, W. SHERWOOD BEAVERS,
ALEXANDER CARTER, ELVA W. CARTER, RUSSELL E. CARTER, SR.,
LENA M. CARTER, CHARLES L. TOMLIN, DOROTHY H. TOMLIN,
DOUGLAS M. PIERCE, AND VIVIAN W. PIERCE,

Appellees.

JOINT APPENDIX

M.T. Bohannon, Jr.
HERBERT & BOHANNON, P.C.
402 Plaza One
Norfolk, Virginia 23510

Counsel for Appellant

Roger G. Hopper
Hopper and Soucek
Saluda, Virginia 23149

Counsel for Appellees

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MOTION FOR DECLARATORY JUDGMENT AND FURTHER RELIEF

The complainants respectfully represent unto the Court as follows:

1. That they are the owners of certain lots or parcels of land in Pinetop Magisterial District, Middlesex County, Virginia, situate in Queen's Point Subdivision, the said Gladys S. Beavers and Andrew H. Beavers and W. Sherwood Beavers owning Lot No. 6 which they acquired by deed dated September 13, 1973, which is recorded in the Clerk's Office of Middlesex County, Virginia, in Deed Book "99", page 288; the said Gladys S. Beavers and W. Sherwood Beavers owning Lot No. 7 which was conveyed them by deed dated April 12, 1968, which is recorded in the aforesaid Clerk's Office in Deed Book "89", page 215; said Alexander Carter and Elva W. Carter owning Lot No. 8 which was conveyed them by deed dated March 27, 1972, and recorded in said Clerk's Office in Deed Book "95", page 415; Russell E. Carter, Sr., and Lena M. Carter owning Lot No. 9, which was conveyed them by deed dated April 7, 1972, and recorded in Deed Book "95", page 513 in said Clerk's Office; Charles L. Tomlin and Dorothy H. Tomlin being owners of Lots 10, 11 and 12 which was conveyed them by deed dated September 11, 1972, which was recorded in the aforesaid Clerk's Office in Deed Book "96", page 364; and Douglas M. Pierce and Vivian W. Pierce owning a three acre parcel of land fronting 450.50 feet on the south side of Queen's Point Drive which

was conveyed them by deed dated July 3, 1967, and recorded in Deed Book "87", page 559 in said Clerk's Office.

2. That the land described in the deeds aforesaid, with the exception of deed to Douglas M. Pierce and Vivian W. Pierce, refer to a plat of survey by W. H. Stiff, C.L.S. dated March 8, 1965, and recorded in said Clerk's Office in Deed Book "84", page 450, for their description.

The aforesaid Stiff plat clearly shows as a part of Queen's Point Subdivision a 30 foot road beginning on Queen's Point Drive and circling in a northerly and northwesterly directions behind Lots 12, 11 and 10 to a Cove of Whiting's Creek. Said plat also shows a landing opposite Lot No. 10 and adjacent to said 30 foot road.

3. That pursuant to law, all of the lot owners in said subdivision have an easement over and the use of all roads as shown in said subdivision and also the aforesaid landing.

4. The defendant, Thomas H. Jones, acquired land adjoining your complainants by deed dated May 20, 1974, and recorded in the aforesaid Clerk's Office in Deed Book "101", page 524, the description in his deed being pursuant to a plat of survey by William J. Schmidt, C.L.S. which is recorded in said Clerk's Office in Deed Book "101" page 527. This plat ignores the existence of the aforementioned and platted 30 foot road and landing and purports to even come across the 30 foot road onto a portion

of Lots 12 and 11.

5. Notwithstanding your complainants rights in the 30 foot road and landing the defendant since acquiring ownership has installed a pump and built a pumphouse in the middle of the 30 foot road in front of Lot No. 10, has denied your complainants access of the road and landing, and ties his large boat up in the waters of Whiting's Creek so that it blocks your complainants' use of the landing and creek; and that the defendant knew of complainants' rights and was advised by them of same before he took title to his property.

6. That an actual and justiciable controversy exists between your complainants and the defendant herein concerning the respective rights to the 30 foot road, landing and use of the creek.

WHEREFORE, your complainants pray that the Court enter a judgment determining the respective rights of the parties in and to the 30 foot road, landing and use of Whiting's Creek; and if it is the determination of the Court that the complainants are entitled to the use of said road, landing and creek that the defendant be permanently enjoined from denying them said rights in any manner or way; that they recover their costs herein expended; and that your complainants have all further and general relief in this cause as equity shall seem meet and right so to do.

And your complainants will ever pray, etc.

ANSWER AND CROSS-BILL

The defendant, in answer to the Motion for Declaratory Judgment and Further Relief filed against him, and as his Cross-Bill against the complainants, says as follows:

1. The defendant is not advised as to the allegations in paragraphs 1 and 2, and demands strict proof thereof.

2. The allegations in paragraph 3 are denied.

3. The defendant did acquire land as alleged and as described in the deed and plat mentioned, which plat and deed correctly and adequately describe the property conveyed to defendant, which defendant still owns.

4. The defendant in response to paragraph 5 of the Motion for Declaratory Judgment specifically denies that the complainants have any rights whatsoever in the 30-foot road and landing. The defendant further denies that he has blocked complainants' use of the creek at any time, but admits that he has blocked complainants' use of the landing and intends to continue blocking complainants' use of the landing as they have no rights therein.

5. The defendant was not advised that the complainants claimed any rights whatsoever in his property until after he took title thereto.

6. Complainants wrongfully attempt to use defendant's road and landing even though they have no rights therein.

7. The defendant admits that there is an actual and justiciable controversy between the parties concerning the respective rights to the 30-foot road and landing mentioned in the Motion for Declaratory Judgment.

8. All matters not specifically admitted above are denied.

WHEREFORE, the defendant prays that the Court enter a judgment declaring that the complainants have no right in and to the 30-foot road and landing, and permanently enjoining the complainants from interfering with the rights of the defendant in said road and landing in any manner or way; that he recover his costs herein expended and that he may have such further and general relief in this cause as to equity shall seem meet to do.

INTERROGATORIES

The defendant, Thomas H. Jones, hereby propounds the following interrogatories to each complainant herein to be individually answered by each complainant, under oath, within the time required by the rules of the Court.

1. a. State all the facts upon which you rely to prove your allegation that the defendant knew all of the complainants claimed rights to the 30-foot road and landing described in the Bill of Complaint.

b. Identify each person by giving his name, address, occupation, telephone number and approximate age whom you have reason to believe might be able to help

prove each such fact set forth above, stating which fact or facts each such person might be able to prove.

c. Identify each document (including all writings, sketches, maps, plats, and memoranda) by giving a full description thereof and setting forth any writing contained therein, and giving the name, address, occupation, telephone number and approximate age of the custodian thereof, or by attaching a copy to the answers to these interrogatories, which you have reason to believe might prove the alleged facts set out in 1. a.

2. State the name, address, occupation, telephone number and approximate age of each person not set forth above who may be called to testify for you herein, stating for each such person the facts which you intend to prove by the testimony of such person.

3. Identify each document as requested in 1. c. not set forth above which you intend to introduce herein, setting forth for each the facts such documents might tend to prove or attaching copies thereof to the answers to these interrogatories.

4. These interrogatories are intended to be continuing in nature and if you do not have sufficient information to answer any such interrogatories fully and completely, but subsequently acquire such information, furnish such information as and when acquired, or if you should, subsequent to answering these interrogatories, acquire any information which would change in any way your

answer to any of these interrogatories, supply such information as and when acquired.

ANSWER TO INTERROGATORIES

Now come the complainants, Gladys S. Beavers, Andrew H. Beavers, W. Sherwood Beavers, Alexander Carter, Elva W. Carter, Russell E. Carter, Sr., Lena M. Carter, Charles L. Tomlin, Dorothy H. Tomlin, Douglas M. Pierce and Vivian W. Pierce, and answer under oath the Interrogatories filed herein against them by the defendant as follows:

1. (a) In August of 1974, Mrs. Gladys Beavers came down to her property and found a chain across the road and a "No Trespassing" sign on it. Her neighbor, Mr. Pierce told her he understood a Mr. Thomas Jones had bought adjacent land. She went to the Clerk's Office and could not find his deed recorded, went and looked up Mr. Jones and showed him the plats she had of her property with her deed and explained to him about the road and ramp, told him the owners in the subdivision had the right to use it, and that it was part of the subdivision. He told her that he had not got his deed and recorded it yet, but that he was going to keep on as he was doing.

(b) Gladys S. Beavers, Box 61A, Locust Hill, Virginia, 23092, housewife, 758-5470, age 59. Facts will be as above stated.

(c) All of the complainants' deeds and the plat

by Stiff are all set forth in Paragraphs 1 and 2 of the Motion For Declaratory Judgment.

2. Gladys S. Beavers, pertinent statistics given above, condition and existence of property before subdivision; what improvements were made when subdivided; how and when it was dredged, when ramp and pier were built, their use and enjoyment of the property, road and ramp subsequent thereto, the defendant's interference as alleged in Paragraph 5 of the Motion For Declaratory Judgment, all deeds referred to in complainants' said Motion and any and all deeds, plats, etc., in their respective chains of title especially a deed dated June 11, 1965, from Elise S. Bennett, widow, to Frank S. Sadler and Lucy G. Sadler, recorded in Middlesex County Clerk's Office in Deed Book "84" page 448; complainants' efforts to resolve the difficulties with defendant prior to filing suit; all the testimony set forth in 1(a) above.

Alexander Carter, Route 1, Box 47, West Point, Virginia, 23181, retired, 843-3105, age 55. Will testify as to how long he has used the creek; when and how many times he has used the original ramp to launch his boat and any and all of the hitherto stated facts.

Charles L. Tomlin, P. O. Box 546, West Point, Virginia, 23818, pipe fitter, 843-2926, age 57. How property was when they bought it, his use of it, his various run-ins with defendant after he bought it, the damage to his property, what the defendant has done to it by his actions, and any

and all of the facts stated above.

Douglas M. Pierce, Locust Hill, Virginia, 23092, electrician, 758-5616, age 53. Copy of Stiff's plat (supra) that was given him before he bought, explanation of the same, his launching of boats, the defendant's interference, and any and all of the facts stated above.

Complainants know of no other person at this time that they will call to testify at the trial; however, they most assuredly reserve the right to call any one they choose to so testify.

3. All deeds and plats referred to in the Motion For Declaratory Judgment and hereinabove mentioned. No other documents are planned to be introduced as now known; however, they reserve the right to introduce any documents that they may later discover being proper so to do.

4. Complainants object to Interrogatory No. 4 - it is a statement, not a question. If defendant wants specific answers he should ask specific questions.

ELISE S. BENNETT TO FRANK B.SADLER AND LUCY G. SADLER

THIS DEED, made this 11th day of June, 1965, between Elise S. Bennett, widow of Marion I. Bennett, hereinafter designated "Grantor", party of the first part, and Frank B. Sadler and Lucy G. Sadler, husband and wife, hereinafter designated "Grantees", parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, receipt of which by Grantor is hereby acknowledged, Grantor hereby grants and conveys to Grantees, as tenants by the entireties with common law right of survivorship, the following described real estate, to wit: ALL that certain lot, piece or parcel of land in Pinetop District, Middlesex County, Virginia, near Locust Hill and adjacent to Whiting Creek, on the east side of a forty(40) foot right of way designated Queen's Point Drive, and being Lot "A" on the plat of survey hereinafter referred to.

For a description of said property by metes and bounds reference is made to the plat of survey made by W. H. Stiff, C.L.S., dated March 8, 1965, a copy of which is hereto attached and made a part hereof.

The lot hereby conveyed is a portion of a tract of land containing one hundred and ten (110) acres, more or

less, which was conveyed to Mary Elise and Marion Irving Bennett by deed from R. F. Sibley and wife, dated February 11, 1930, and recorded in the Clerk's Office of the Circuit Court of Middlesex County, Virginia, in Deed Book 53, page 280.

Marion I. Bennett died testate on the 17th day of April, 1964, and by the terms of his will dated the 21st day of October, 1946, devised all of the real estate of which he died seized and possessed to Elise S. Bennett, his wife, which will was probated before the Clerk of the Circuit Court of Middlesex County, Virginia, on the 5th day of April, 1965, and is of record in that office in Will Book 27, page 398.

Included in this conveyance is an easement of right of way to State Highway #33 for ingress and egress over Queen's Point Drive or other forty (40) foot right of way made in replacement thereof.

The lot or parcel of land covered by this deed is sold and conveyed subject to the following covenants, restrictions and conditions and which are binding on all lots in said Queen's Point Subdivision:

1. The lot hereby conveyed shall be used for residential purposes only. That is to say that the lot or any part thereof shall not be used for commercial mercantile or club purposes in any guise or form.

2. No live hogs, goats, cattle or other livestock, pigeons, chickens, turkeys, fowl or poultry of any kind

shall be kept on the said property, only household pets.

3. No dry closet or outdoor privy shall be constructed on said lot and before the said lot of land is occupied for residential purposes, an adequate and sanitary supply of water and adequate sanitary facilities for the disposal of waste shall have been provided and approved by the Public Health authorities of Middlesex County, Virginia.

4. All dwellings and other structures shall have exteriors of brick, frame, block or asbestos siding and all wood exteriors or block exteriors must be painted. Only one dwelling shall be erected or maintained on the lot.

5. No tent, house trailer, basement, barn or shack shall be occupied for residence purposes upon said lot of land.

6. No use shall be made of said lot or any part thereof that will constitute a nuisance or injure the value of the neighboring lots.

7. Any garage erected or maintained on said lot must conform in appearance and construction to the residence on such lot.

8. No building shall be erected or maintained on said lot less than ten(10') feet from side to rear lines of the lot.

9. Elise S. Bennett will not be responsible or liable for any accidents or damages to persons or property on any lot, pier or piers or roads leading thereto.

10. These conditions and restrictions shall be binding upon the owner or owners of the lot, their heirs and assigns.

11. Invalidation of any one or any part of any one of these restrictions or covenants by judgment, court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

Grantor covenants that she has the right to convey said real estate to Grantees; that except for the above covenants, conditions and restrictions, she has done no act to encumber the same; that grantees shall have quiet possession of said real estate free from all encumbrances except said covenants, conditions and restrictions and that she will execute such further assurances of said real estate as may be requisite.

WITNESS the following signature and seal:

Elise S. Bennett (SEAL)

STATE OF VIRGINIA
COUNTY OF MIDDLESEX, to-wit:

I, J. Earle Dunford, a Notary Public for the County aforesaid in the State of Virginia, whose commission as such expires on the 10th day of April, 1968, certify that Elise S. Bennett, whose name is signed to the foregoing writing bearing date on the 11th day of June, 1965, has acknowledged the same before me in my County aforesaid.

Given under my hand this 11th day of June, 1965.

J. Earle Dunford, Notary Public

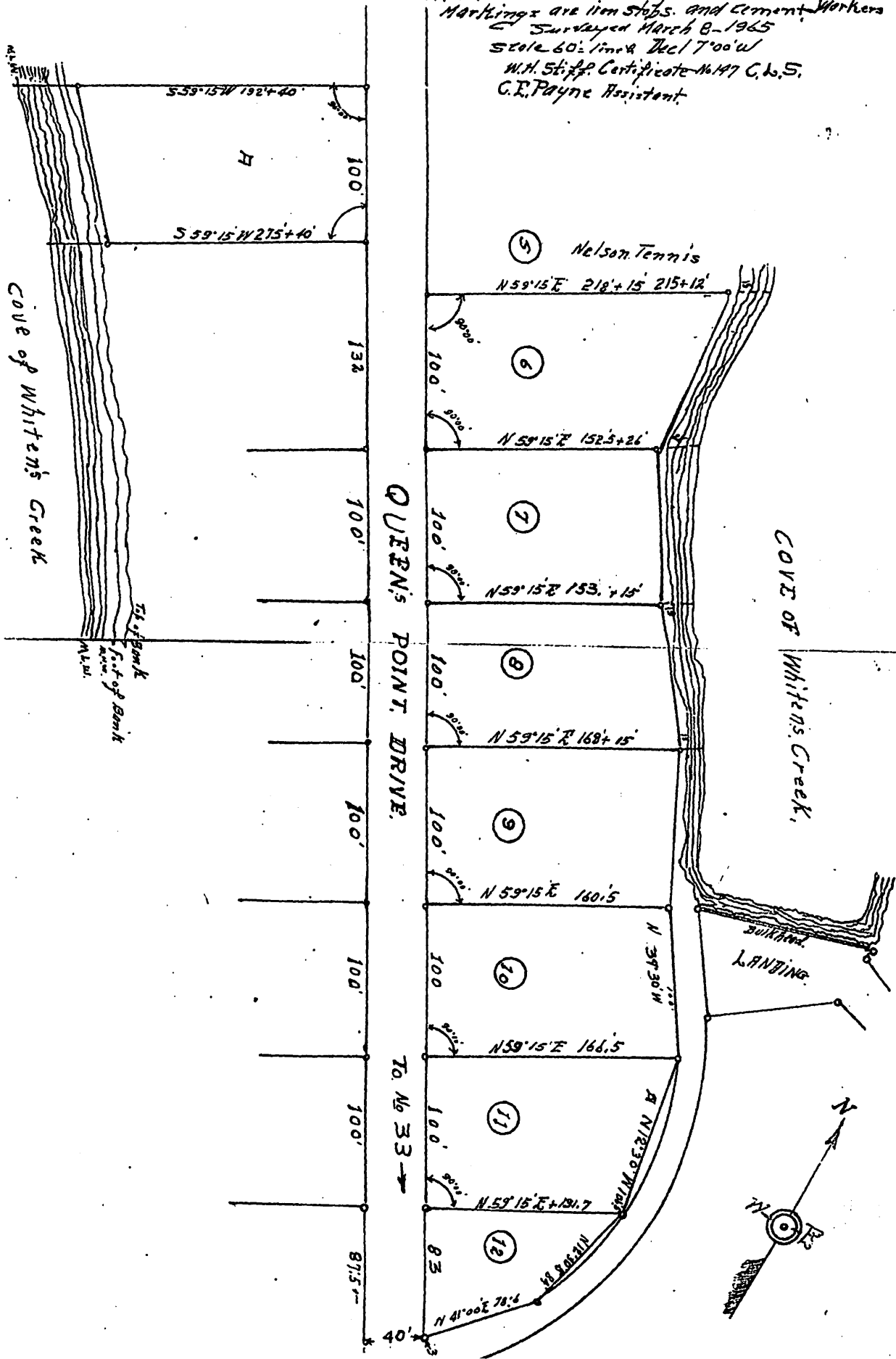
Virginia, to wit:

In the office of the Clerk of the Circuit Court for the County of Middlesex, the 11th day of June, 1965, this deed was presented and, with the certificate annexed, admitted to record at 1:45 P.M.

U. S. Documentary Stamps \$2.20

TESTE s/Garland O. Revere, Clerk

The above Map represents 7 lots of the Queens Point Subdivision owned by Mrs. Elise Bennett situated on a cove of Whitem Creek in Middlesex County Virginia, and are Block "B" the 7 Numbered lots, and 7 lots Not Numbered and are being developed are in Block "B" The bearing distances and Markings are iron stubs, and Cement Markers Surveyed March 8-1965
 Scale 60' = 1" and 1" = 100' W.H. Skiff, Jr. Certificate No. 147 C. & S.
 C.F. Payne Assistant



COMPLAINANTS' EXHIBIT NO. 2; LOT 6, DEED BOOK 85, PAGE 7

ELISE S. BENNETT TO W. SHERWOOD BEAVERS AND
GLADYS S. BEAVERS

THIS DEED, made this 11th day of June, 1965, between Elise S. Bennett, widow of Marion I. Bennett, hereinafter designated "Grantor", party of the first part and (Mrs.) Gladys S. Beavers and W. Sherwood Beavers, mother and son, hereinafter designated "Grantees", parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, receipt of which by Grantor is acknowledged Grantor hereby grants and conveys as joint tenants and not tenants in common, with common law right of survivorship, the following described real estate, to-wit:

ALL that certain lot, piece or parcel of land in Pinetop District, Middlesex County, Virginia, near Locust Hill and adjacent to Whiting Creek, on the east side of a forty (40') foot right of way designated Queen's Point Drive and being Lot #6 on the plat of survey hereinafter referred to.

For a description of said property by metes and bounds, reference is made to a plat of survey made by W. H. Stiff, C.L.S., dated March 8, 1965, a copy of which is recorded in the Clerk's Office hereinafter mentioned, in Deed Book 84, page 448.

The lot hereby conveyed is a portion of a tract of

land containing one hundred and ten (110) acres, more or less, which was conveyed to Mary Elise and Marion Irving Bennett, by deed from R. F. Sibley and wife, dated February 10, 1930, and recorded in the Clerk's Office of the Circuit Court of Middlesex County, Virginia, in Deed Book 53, page 280.

Marion I. Bennett died testate on the 17th day of April, 1964, and by the terms of his will dated the 21st day of October, 1946, devised all of the real estate of which he died seized and possessed, to Elise S. Bennett, his wife, which will was probated before the Clerk of the Circuit Court of Middlesex County on the 5th day of April, 1965, and is of record in that office in Will Book 27, page 398.

Included in this conveyance is an easement of right of way to State Highway #33 for ingress and egress over Queen's Point Drive or other forty (40') foot right of way in replacement thereof.

The lot or parcel of land conveyed by this deed is sold and conveyed subject to the following covenants, restrictions and conditions and which are binding on all lots in said Queen's Point Subdivision.

1. The lot hereby conveyed shall be used for residential purposes only. That is to say that the lot or any part thereof shall not be used for commercial, mercantile or club purposes in any guise or form.

2. No live hogs, goats, cattle or other live stock,

pigeons, chickens, turkeys, fowl or poultry of any kind shall be kept on the said property, only household pets.

3. No dry closet or outdoor privy shall be constructed on said lot and before the said lot of land is occupied for residential purposes, an adequate and sanitary supply of water and adequate sanitary facilities for the disposal of waste shall have been provided and approved by the Public Health authorities of Middlesex County, Virginia

4. All dwellings and other structures shall have exteriors of brick, frame, block or asbestos siding and all wood or block exteriors must be painted. Only one dwelling shall be erected or maintained on the lot.

5. No tent, house trailer, basement, barn or shack shall be occupied for residence purposes upon said lot of land.

6. No use shall be made of said lot or any part thereof that will constitute a nuisance or injure the value of the neighboring lots.

7. Any garage erected or maintained on said lot must conform in appearance and construction to the residence on such lot.

8. No building shall be erected or maintained on said lot less than ten (10') feet from side to rear lines of the lot.

9. Elise S. Bennett will not be responsible or liable for any accidents or damages to persons or property on any lot, pier or piers or roads leading thereto.

10. These conditions and restrictions shall be binding upon the owner or owners of the lot, their heirs and assigns.

11. Invalidation of any one or any part of any one of these restrictions or covenants by judgment, court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

Grantor covenants that she has the right to convey said real estate to Grantees; that, except for the above covenants, conditions and restrictions, she has done no act to encumber the same; that Grantees shall have quiet possession of said real estate free from all encumbrances except said covenants, conditions and restrictions and that she will execute such further assurances of said real estate as may be requisite.

WITNESS the following signature and seal:

_____(SEAL)
Elise S. Bennett

STATE OF VIRGINIA,
COUNTY OF MIDDLESEX, to-w t:

I, Earle J. Dunford, a Notary Public for the County aforesaid in the State of Virginia, certify that Elise S. Bennett, whose name is signed to the foregoing writing bearing date on the 11th day of June, 1965, has acknowledged the same before me in my County aforesaid.

My Commission expires on the 10th day of April, 1968.

Given under my hand this 11th day of June,
1974.

J. Earle Dunford, Notary Public
Virginia, to-wit:

In the office of the Clerk of the Circuit Court for
the County of Middlesex the 2nd day of August, 1965, this
deed was presented and, with the certificate annexed, ad-
mitted to record at 11:30 A.M.

TESTE: s/ Garland O. Revere, Clerk

COMPLAINANTS' EXHIBIT NO 3; 3 ACRE TRACT, DEED BOOK 87,

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L. L. MARTIN AND WIFE TO DOUGLAS M. PIERCE AND WIFE

THIS DEED, made this 3rd day of July, 1967, between
L. L. Martin and Mary Ellen Martin, husband and wife,
parties of the first part; Douglas M. Pierce and Vivian W.
Pierce, husband and wife, parties of the second part; Roger
G. Hopper, Trustee, Saluda, Virginia, party of the third
part; and Mary Elise Bennett, Noteholder, party of the
fourth part:

WITNESSETH: That the said parties of the first part
for and in consideration of the sum of Ten Dollars (\$10.00)
and other valuable consideration to them in hand paid by
the parties of the second part, the receipt of which is
hereby acknowledged, do hereby grant, bargain, sell and
convey with GENERAL WARRANTY OF TITLE, unto Douglas M.
Pierce and Vivian W. Pierce, husband and wife, as tenants

by the entirety with the right of survivorship as at common law, the following described property:

ALL that certain lot, piece or parcel of land situated in Pinetop Magisterial District, Middlesex County, Virginia, near Locust Hill, lying on Whiting's Creek, and containing three (3) acres.

The said lot or parcel hereby conveyed is a portion of Queen's Creek Subdivision and is substantially bounded as follows: North by the land of Frank B. Sadler and Lucy G. Sadler, husband and wife, East by a 40-foot road designated Queen's Point Drive; South by other land of L. L. Martin; and, West by low water mark of a cove of Whiting's Creek and the thread of a marsh of said cove. For a more accurate description as to the metes and bounds of the said lot or parcel reference is made to a certain plat of survey prepared by Frank E. Miner, C.L.S., dated June 19, 1967, made a part of this deed and recorded herewith.

The property hereby conveyed is a portion of parcel One acquired by L. L. Martin by deed from Mary Elise Bennett, widow, dated January 13, 1967, recorded in D. B. 87, page 163 in the Clerk's Office of the Circuit Court of Middlesex County, Virginia.

This conveyance is made expressly subject to those Covenants, Restrictions and Conditions applicable to the lots in Queen's Point Subdivision as set forth in that certain deed from Elise S. Bennett, widow to Frank B. Sadler and Lucy G. Sadler, husband and wife, dated

June 11, 1965, of record in D. B. 84, page 448, in the
aforementioned Clerk's Office.

The parties of the first part covenant that they have
the right to convey the said land unto the parties of the
second part; that they have done no act to encumber the
said land, except as herein stated; that the parties of the
second part shall have quiet possession thereof free from
all encumbrances except as herein stated; and, that they,
the parties of the first part, will execute such further
assurances of title as may be requisite.

WHEREAS, by a certain deed of trust dated January 17,
1967, of record in the Clerk's Office aforementioned in T.
D. B. 41, page 199, the said parties of the first part con-
veyed to Roger G. Hopper, Trustee, a certain tract or par-
cel of land which included the property described herein-
above in trust to secure the payment of a promissory note
in the amount of \$30,000.00 as described in said deed of
trust which note is payable to the order of Mary Elise
Bennett; and,

WHEREAS, the parties of the first part have requested
a release of the land herein conveyed from said deed of
trust,

NOW THEREFORE, THIS DEED FURTHER WITNESSETH:

That for and in consideration of the sum of One
(\$1.00) Dollar and other valuable consideration, paid to
the party of the fourth part, receipt of which is hereby
acknowledged, the said Roger G. Hopper, Trustee, with the

consent of Mary Elise Bennett, Noteholder, as evidenced by her uniting in this deed, does hereby release, remise and quit-claim unto the parties of the second part, in the manner aforesaid, free of the lien of said deed of trust, the lot or parcel of land in Pinetop Magisterial District, Middlesex County, Virginia, as shown on the said plat of Frank E. Miner dated June 19, 1967, and being the same land described and conveyed herein.

WITNESS the following signatures and seals:

L. L. MARTIN (SEAL)

MARY ELLEN MARTIN (SEAL)

ROGER G. HOPPER, TRUSTEE (SEAL)

MARY ELISE BENNETT,
NOTEHOLDER (SEAL)

STATE OF VIRGINIA,
CITY OF RICHMOND, to-wit:

I, R. H. Clinard, a Notary Public in and for the city aforesaid, in the State of Virginia, do hereby certify that L.L. Martin and Mary Ellen Martin, whose names are signed to the foregoing writing, bearing date on the 3rd day of July, 1967, have acknowledged the same before me in my City aforesaid.

Given under my hand this 5th day of July, 1967.

R. H. Clinard, Notary Public

My Commission expires : October 5, 1968

STATE OF VIRGINIA,
COUNTY OF MIDDLESEX, to-wit:

I, Judith A. Pitts, a Notary Public in and for the

County aforesaid, in the State of Virginia, do hereby certify that Roger G. Hopper, Trustee, whose name is signed to the foregoing writing, bearing date on the 3rd day of July, 1967, has acknowledged that same before me in my County aforesaid.

Given under my hand this 7th day of July, 1967.

Judith A. Pitts, Notary Public

My Commission expires: Sept. 11, 1968.

STATE OF VIRGINIA
COUNTY OF MIDDLESEX, to-wit:

I, Judith A. Pitts, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that Mary Elise Bennett, whose name is signed to the foregoing writing bearing date on the 3rd day of July, 1967, has acknowledged the same before me in my County aforesaid.

Given under my hand, this 7th day of July, 1967.

Judith A. Pitts, Notary Public

My Commission expires: Sept. 11, 1968.

Virginia, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Middlesex the 7th day of July, 1967, this deed was presented and, with the certificate annexed, admitted to record at 11:15 A.M. U.S. Documentary Stamps\$4.40

TESTE s/Garland O. Revere, Clerk

COMPLAINANTS' EXHIBIT NO. 4; LOT 7, DEED BOOK 89, PAGE 215

L.L. MARTIN and MARY ELLEN MARTIN TO GLADYS S. BEAVERS and
W. SHERWOOD BEAVERS

THIS DEED, made this 12th day of April, 1968,
between L. L. Martin and Mary Ellen Martin, his wife, parties
of the first part; Gladys S. Beavers and W. Sherwood Beavers
parties of the second part; Roger G. Hopper, Trustee, party
of the third part; and Mary Elise Bennett, party of the
fourth part.

WITNESSETH: That for and in consideration of the sum
of Ten Dollars (\$10.00) and other good and valuable con-
sideration not herein specifified, cash in hand paid the
parties of the first part by the parties of the second
part at and before the sealing and delivery of this deed,
the receipt whereof is hereby acknowledged, the said
parties of the first part do grant, bargain, sell and con-
vey with General Warranty of Title unto Gladys S. Beavers
and W. Sherwood Beavers, as tenants by the entirety with
the right of survivorship as at common law, the following
described property, to-wit:

All that certain lot or parcel of land situate in
Pinetop Magisterial District, Middlesex County, Virginia,
lying on Whiting Creek in Queen's Point Subdivision,
shown and described as Lot #7 on a plat of survey by W. H.
Stiff, C.L.S., dated March 8, 1965, recorded in the Clerk's
Office of Middlesex County, Virginia, in Deed Book 84, page

450, reference to same being hereby made for a more particular description. Said lot fronts a distance of 100 feet on Queen's Point Drive on the West and is bounded on the North by Lot #6; on the East by the low water mark of Whiting Creek; and on the South by Lot #8; BEING a part of the same land conveyed L.L. Martin by deed dated January 13, 1967, from Mary Elise Bennett, widow, recorded in the aforesaid Clerk's Office in Deed Book 87, page 163.

The aforesaid Grantors covenant that they have the right to convey the said land to the Grantees; that the said Grantees shall have quiet possession of the said land, free from all encumbrances; that they have done no act to encumber the said land and that they will execute such further assurances of said land as may be requisite.

The parties of the third and fourth parts hereby join in this conveyance to execute and consent to the release of the above property from the lien of a deed of trust dated January 17, 1967, from L. L. Martin and Mary Ellen Martin, his wife, to Roger G. Hopper, Trustee, securing Mary Elise Bennett, who is the holder of the note secured, said deed of trust being recorded in the aforesaid Clerk's Office in Trust Deed Book 51, page 199.

WITNESS the following signatures and seals:

L. L. MARTIN (SEAL)

MARY ELLEN MARTIN (SEAL)

ROGER G. HOPPER (SEAL)

MARY ELISE BENNETT (SEAL)

STATE OF VIRGINIA,
CITY OF RICHMOND, to-wit:

I, R. H. Clinard, a Notary Public, in and for the City and State aforesaid, do certify that L. L. Martin and Mary Ellen Martin, whose names are signed to the foregoing writing, bearing date the 12th day of April, 1968, this day acknowledged the same before me in my City and State aforesaid.

Given under my hand this 15th day of April, 1968.

My Commission expires: October 5, 1968.

R. H. Clinard, Notary Public

STATE OF VIRGINIA,
COUNTY OF MIDDLESEX, to-wit:

I, Anita S. Wilson, a Notary Public, in and for the County and State aforesaid, do certify that Roger G. Hopper, whose name is signed to the foregoing writing, bearing date the 12th day of April, 1968, has this day acknowledged the same before me in my County and State aforesaid.

Given under my hand this 12th day of April, 1968.

My Commission expires: February 7, 1972.

Anita S. Wilson, Notary Public

STATE OF VIRGINIA,
COUNTY OF MIDDLESEX, to-wit:

I, Anita S. Wilson, a Notary Public in and for the County and State aforesaid, do certify that Mary Elise Bennett, whose name is signed to the foregoing writing, bearing date the 12th day of April, 1968, has this day acknowledged the same before me in my County and State

aforesaid.

Given under my hand this 15th day of April, 1968.

My Commission expires: February 7, 1972.

Anita S. Wilson, Notary Public

Virginia, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Middlesex the 10th day of May, 1968, this deed was presented and, with the certificate annexed, admitted to record at 11:10 A.M.

TESTE:s/ Garland O. Revere, Clerk

COMPLAINANTS' EXHIBIT NO. 5; Lot 8, DEED BOOK 95, PAGE 415

L. L. MARTIN TO ALEXANDER CARTER, SR., AND ELVA W. CARTER

THIS DEED, made this 27th day of March, 1972, between L. L. Martin, widower, party of the first part; and Alexander Carter, Sr. and Elva W. Carter, husband and wife, parties of the second part.

WITNESSETH: THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations not herein specified, cash in paid the parties of the first part by the parties of the second part at and before the sealing and delivery of this deed, the receipt which is hereby acknowledged, the said party of the first part does grant, bargain, sell and convey with General Warranty of Title unto Alexander Carter, Sr. and Elva W. Carter, husband and wife, as tenants by the entirety with

the right of survivorship as at common law, all that certain lot or parcel of land situate in Pinetop Magisterial District, Middlesex County, Virginia, lying on Whittings Creek in Queen's Point Subdivision, shown and described as Lot #8 on a plat of survey by W. H. Stiff, C.L.S., dated March 8, 1965, recorded in the Clerk's Office of Middlesex County, Virginia, in Deed Book 84, page 450, reference to same being made for a more particular description. Said lot fronts one hundred feet (100') on Queen's Point Drive and is bounded on the North by Lot #7; on the East by the mean low water mark of a cove of Whittings Creek; on the South by Lot #9; and on the West by Queen's Point Drive, all as shown on said plat;

BEING a part of the same land conveyed the grantor herein dated January 13, 1967, from Mary Elise Bennett, widow, recorded in the aforesaid Clerk's Office in Deed Book 87, page 163.

This conveyance is expressly made subject to such restrictions, conditions, and easements of record to the extent that they may lawfully apply to the property hereby conveyed.

The aforesaid grantor covenants that he has the right to convey the said land to the said grantees; that the said grantees shall have quiet possession of the 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 the said land as may be requisite.

WITNESS the following signature and seal:

L. L. MARTIN

(SEAL)

STATE OF VIRGINIA
CITY OF RICHMOND, to-wit:

I. R. H. Clinard, a Notary Public in and for the City aforesaid, in the State of Virginia, do certify that L. L. Martin, whose name is signed to the foregoing writing bearing date the 27th day of March, 1972, has this day acknowledged the same before me in my said City and State.

Given under my hand this 28th day of March, 1972.

My Commission expires: October 6, 1972.

R. H. Clinard, Notary Public

Virginia, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Middlesex the 31st day of March, 1972, this deed was presented and, with the certificate annexed, admitted to record at 10:00 a.m. after payment of \$3.00 tax imposed by Section 58-54 (b).

TESTE:s/Garland O. Revere, Clerk

COMPLAINANTS' EXHIBIT NO. 6; LOT 9: DEED BOOK 95, PAGE 515

MELLVILLE T. CHICK AND FRANCES H. CHICK TO RUSSELL E. CARTER, SR. AND LENA M. CARTER

THIS DEED, made this 7th day of April, 1972, by and between Mellville T. Chick and Frances H. Chick, husband and wife, parties of the first part and Russell E. Carter,

Sr. and Lena M. Carter, husband and wife, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations not herein specified, cash in hand paid the parties of the first part by the parties of the second part at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, the said parties of the first part do grant, bargain, sell and convey with General Warranty of Title, unto Russell E. Carter, Sr. and Lena M. Carter, husband and wife, as tenants by the entirety with the right of survivorship as at common law, all that certain lot or parcel of land situate in Pinetop Magisterial District, Middlesex County, Virginia, lying on Whittings Creek in Queen's Point Subdivision, shown and described as Lot # 9 on a plat of survey by W.H. Stiff, C.L.S. dated March 8, 1965, recorded in the Clerk's Office of Middlesex County, Virginia, in Deed Book 84, page 450, reference to same being hereby made for a more particular description. Said lot is bounded on the North by Lot#8; on the West by Queen's Point Drive; on the South by Lot#10; and on the East by a cove of Whittings Creek and a landing, all as shown on said plat;

BEING the same identical land conveyed the grantors herein by deed dated the 27th day of July, 1971, from L.L. Martin, widower, recorded in the aforesaid Clerk's Office in Deed Book 94, page 372.

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

WITNESS the following signatures and seals:

MELLVILLE T. CHICK (SEAL)

FRANCES H. CHICK (SEAL)

STATE OF VIRGINIA
COUNTY OF MIDDLESEX, to-wit:

I, Russell W. Fary, a Notary Public in and for the County and State aforesaid, do certify that Mellville T. Chick and Frances H. Chick, whose names are signed to the foregoing writing, bearing date the 7th day of April, 1972, have each this day acknowledged the same before me in my said County and State.

Given under my hand this 29th day of April, 1972.

My Commission expires December 3rd, 1972.

Russell W. Fary, Notary Public
Virginia, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Middlesex the 2nd day of May, 1972, this deed was presented and, with the certificate annexed, admitted to record at 1:30 p.m. after payment of \$4.00 tax imposed by Section 58-54 (b).

TESTE: s/ Garland O. Revere, Clerk

COMPLAINANTS' EXHIBIT 7: LOTS 10, 11 & 12, DEED BOOK 96,
PAGE 364

L.L. MARTIN TO CHARLES L. TOMLIN, JR. AND DOROTHY H. TOMLIN

THIS DEED, made this 11th day of September, 1972, by and between L.L. Martin, Widow, party of the first part; and Charles L. Tomlin, Jr. and Dorothy H. Tomlin, husband and wife, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations not herein specified, cash in hand paid the party of the first part by the parties of the second part at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, the said party of the first part does grant, bargain, sell and convey with General Warranty of Title unto Charles L. Tomlin, Jr. and Dorothy H. Tomlin, husband and wife, as tenants by the entirety with the right of survivorship as at common law, the following described property, to-wit:

All those three certain adjoining lots or parcels of land situate in Pinetop Magisterial District, Middlesex County, Virginia, lying on Whittings Creek in Queen's Point Subdivision, shown and described as Lots 10, 11 and 12 on a plat of survey by W. H. Stiff, C.L.S., dated March 8, 1965, recorded in the Clerk's Office of Middlesex County, Virginia in Deed Book "84", page 450, reference to same being hereby made for a more particular description. Said lots are

bounded in the aggregate as follows:

On the West by Queen's Point Drive; and on the North, East and South by a 30' road; all as shown on said plat.

BEING a part of the same land conveyed the grantor herein by deed dated January 13, 1967, from Mary Elise Bennett, widow, recorded in the aforesaid Clerk's Office in Deed Book "87", page 163.

This conveyance is expressly made subject to such restrictions, conditions and easements of record to the extent that they may lawfully apply to the property hereby conveyed.

The aforesaid grantor covenants that he has the right to convey the said land to the said grantees; that the said grantees shall have quiet possession of the 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 the said land as may be requisite.

WITNESS the following signature and seal.

L. L. MARTIN (SEAL)

STATE OF VIRGINIA,
CITY OF RICHMOND, to-wit:

I, R. H. Clinard, a Notary Public in and for the City and State aforesaid do certify that L.L. Martin, whose name is signed to the foregoing writing bearing date the 11th day of September, 1972, has this day acknowledged the same before me in my said City and State aforesaid.

Given under my hand this 16th day of September, 1972.

My Commission expires: October 6, 1972.

R. H. Clinard, Notary Public

Virginia, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Middlesex the 19th day of September, 1972, this deed was presented and, with the certificate annexed admitted to record at 9:30 a.m. after payment of \$3.50 tax imposed by Section 58-54(b).

TESTE: s/ Garland O. Revere, Clerk

COMPLAINANTS' EXHIBIT NO. 8; LOT 6, DEED BOOK 99, PAGE 288

THIS DEED, made this 13th day of September, 1973, by & between Gladys S. Beavers and W. Sherwood Beavers, mother and son, parties of the first part; and Gladys S. Beavers, Andrew H. Beavers and W. Sherwood Beavers, joint tenants with the full common law right of survivorship, parties of the second part:

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars, the said parties of the first part do hereby grant and convey with General Warranty, unto the said parties of the second part, as joint tenants with the common law right of survivorship, it being intended that the fee simple title to said property shall be vested in said parties of the second part during their joint lives and thereafter fee simple title shall be vested in the

survivors or survivor of them, all that certain land situate in the County of Middlesex, Virginia, and particularly described as follows:

ALL THAT certain lot, piece or parcel of land in Pinetop District, Middlesex County, Virginia, near Locust Hill and adjacent to Whiting Creek, on the east side for a forty(40') foot right of way designated Queen's Point Drive and being Lot#6 on the plat of survey hereinafter referred to.

For a description of said property by metes and bounds, reference is made to a plat of survey made by W. H. Stiff, C.L.S., dated March 8, 1965, a copy of which is recorded in the Clerk's Office hereinafter mentioned, in Deed Book 84, at Page 448.

The lot conveyed is a portion of a tract of land containing one hundred and ten (110) acres, more or less, which was conveyed to Mary Elise and Marion Irving Bennett, by deed from R. F. Sibley and wife dated February 10, 1930 and recorded in the Clerk's Office of the Circuit Court of Middlesex County, Virginia in Deed Book 53, at page 280.

Marion I. Bennett died testate on the 17th day of April, 1964, and by the terms of his will dated the 21st day of October, 1946, devised all of the real estate of which he died seized and possessed, to Elise S. Bennett, his wife, which will was probated before the Clerk of the Circuit Court of Middlesex County on the 5th day of April 1965, and is of record in that office in Will Book 24 at page 398.

Included in this conveyance is a easement of right of way to State Highway #33 for ingress and egress over Queen's Point Drive or other forty (40') foot right of way in replacement thereof.

The lot or parcel of land conveyed by this deed is sold and conveyed subject to the following covenants, restrictions, and conditions and which are binding on all lots in said Queen's Point Subdivision

1. The lot hereby conveyed shall be used for residential purposes only. That is to say that the lot or any part thereof shall not be used for commercial, mercantile or club purposes in any guise or form.

2. No live hogs, goats, cattle or other live stock, pigeons, chickens, turkeys, fowl or poultry of any kind shall be kept on the said property, only household pets.

3. No dry closet or outdoor privy shall be constructed on said lot and before the said lot of land is occupied for residential purposes, an adequate and sanitary supply of water and adequate sanitary facilities for the disposal of waste shall have been provided and approved by the Public Health authorities of Middlesex County, Virginia.

4. All dwellings and other structures shall have exteriors of brick, frame, block or asbestos siding and all wood exterior or block exterior must be painted. Only one dwelling shall be erected on the lot.

5. No tent, house trailer, basement, barn or shack shall be occupied for residence upon said lot of land.

6. No use shall be made of said lot or any part thereof that will constitute a nuisance or injure the value of the neighboring lots.

7. Any garage erected or maintained on said lot must conform in appearance and construction to the residence on such lot.

8. No building shall be erected or maintained on said lot less than ten (10') feet from side to rear lines of the lot.

9. Elise S. Bennett will not be responsible or liable for any accidents or damages to persons or property on any lot, pier or piers or roads leading thereto.

10. These conditions and restrictions shall be binding upon the owner and owners of the lot, their heirs and assigns.

11. Invalidation of any one or any part of any one of these restrictions or covenants by judgment, court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

The said parties of the first part covenant that they have the right to convey said land to the said parties of the second part; that they have done no act to encumber the same; that the said parties of the second part shall have quiet possession of the said land, free from all encumbrances, and that they, the said parties of the first part, will execute such further assurances of the said land as may be requisite.

WITNESS the following signatures and seals:

Gladys S. Beavers (SEAL)

W.Sherwood Beavers (SEAL)

STATE OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Gladys S.

Beavers and W. Sherwood Beavers, mother and son, whose names are signed to the foregoing deed bearing date on the 13th day of September, 1973, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 13th day of September, 1973.

Jean M. Smith, Notary Public

My Commission expires: March 12, 1977.

Virginia, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Middlesex the 21st day of September, 1973, this deed was presented and, with the certificate annexed admitted to record

COMPLAINANTS' EXHIBIT NO. 9: 40' ROAD, DEED BOOK 86
PAGE 21

ELISE S. BENNETT TO COUNTY OF MIDDLESEX

THIS DEED, made this 15th day of April, 1966, between Elise S. Bennett, widow, hereinafter designated Grantor, party of the first part, and County of Middlesex, a political subdivision of the Commonwealth of Virginia, hereinafter designated Grantee, party of the second part,

WITNESSETH: That for and consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, receipt of which is hereby acknowledged,

Grantor hereby grants and conveys, with General Warranty, unto Grantee, the following described property, to-wit:

All that certain strip, piece or parcel of land lying and being in Pinetop District, Middlesex County, Virginia, on the north side of State Highway #33, a short distance east of Locust Hill, being forty (40') feet in width and extending northwardly approximately five-tenths (.5) of a mile to the road leading to the landing on Whiting Creek.

For a description of the land by metes and bounds reference is hereby made to a plat of survey made June 28th, 1965, by C. E. Payne and approved by W. H. Stiff, C.L.S., August 18, 1965, a copy of which is hereto attached as a part hereof.

The property hereby conveyed is a portion of a larger tract of land containing one hundred and ten (110) acres, more or less, which was conveyed to Mary Elise Bennett, (also known as Elise S. Bennett) and Marion Irving Bennett, husband and wife, tenants by the entireties, with common law right of survivorship, by deed from R. F. Sibley and wife, dated February 11, 1930, and recorded in the Clerk's Office of the Circuit Court of Middlesex County, Virginia, in Deed Book 53, page 280. Upon the death of said Marion Irving Bennett on April 17, 1964, title to said property passed to said Mary Elise Bennett (also know as Elise S. Bennett).

Grantor covenants that she has the right to convey said property to Grantee; that she has done no act to encumber said property; that Grantee shall have quiet possession of said property free from all encumbrances and that she will execute such further assurances of said property as may be requisite.

Witness the following signature and seal:

ELISE S. BENNETT (SEAL)

STATE OF VIRGINIA,
COUNTY OF MIDDLESEX, to-wit:

I, J. Earle Dunford, a Notary Public for the County aforesaid in the State of Virginia, whose commission as such expires on the 9th day of April, 1968, certify that Elise S. Bennett, whose name is signed to the foregoing writing bearing date on the 15th of April, 1966, has acknowledged the same before me in my County aforesaid.

Given under my hand this 16th day of April, 1966.

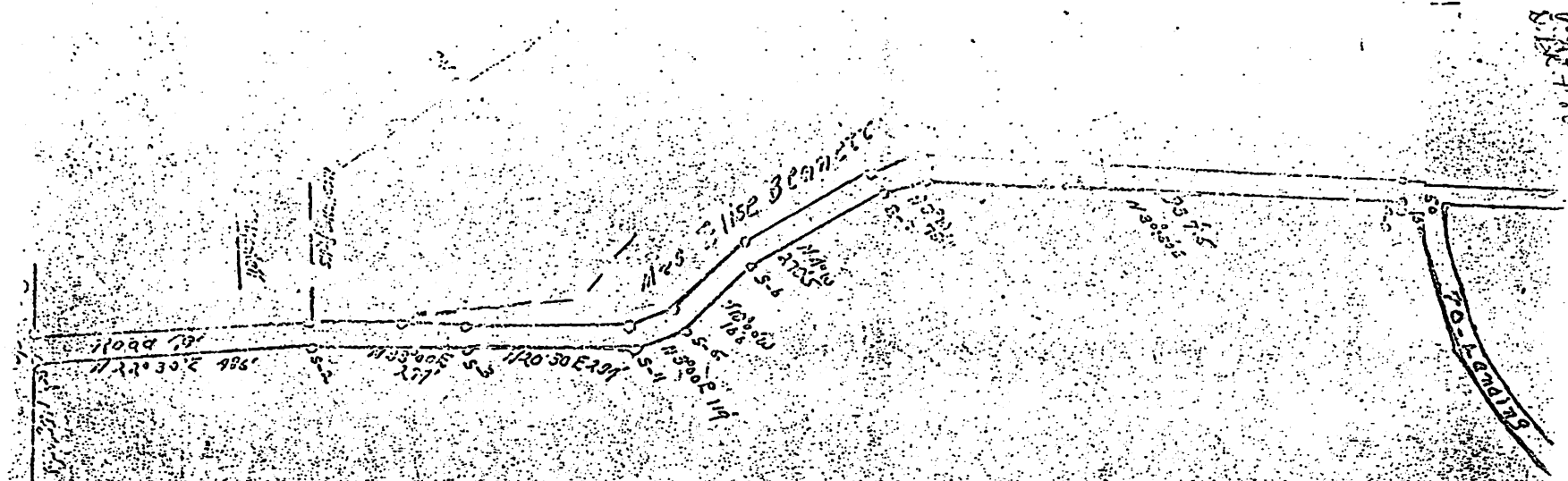
J. Earle Dunford,
Notary Public

A true copy, teste:

L.B. Brownley, Clerk

By: Peggy Walton, Deputy

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S. 18. 4181



Mrs Elise Bennett.

The above Map represents a 40' road leading from Highway No 33 at Lost Hill in Middlesex County, Virginia, the south boundary of Whiteoaks Creek in Queens Point, owned by Mrs Elise Bennett. This Map is drawn from Survey of June 19, 1965 and is now complete and in use. The corners marked by pipe and iron stake. The above Map is drawn by C.E. Paynes and I find correct from Notes of Survey of 1965. Seals and True Seal. Drawn August 13, 1965. W.H. Stiff, Certified No. 147 C.E.S.

QUEEN'S POINT LTD. PARTNERSHIP TO JONES

THIS DEED, made this 20th day of May, 1974, by and between QUEEN'S POINT LIMITED PARTNERSHIP, party of the first part, hereinafter called the "Grantors"; THOMAS H. JONES, party of the second part, hereinafter called the "Grantee"; L. L. MARTIN, widower, party of the third part, and JOHN D. MCDANIEL and ROSS ANN MCDANIEL, his wife; HENRY H. MORICONI, single; and BARTON G. LEAHY, JR. and JANE S. LEAHY, his wife, parties of the fourth part,

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Grantors hereby grant and convey with General Warranty and English Covenants of Title, subject to the terms hereof, unto the Grantee, for his use and benefit independent of any other purpose, the following described real estate, to-wit:

ALL that certain lot, piece or parcel of land, containing 89.4 acres, located in Pinetop Magisterial District, Middlesex County, Virginia, all as shown on a certain plat by William J. Schmidt & Associates, dated May 16, 1974, entitled "PLAT OF TWO PARCELS OF LAND SITUATED ON NORTH LINE OF STATE ROUTE 33 & ON EAST AND WEST LINES OF STATE ROUTE 696 IN THE PINETOP DIST., MIDDLESEX COUNTY, VIRGINIA", to which plat, a copy of which is attached hereto, and to which reference is made for a more particular description.

BEING the same real estate conveyed to Barton G. Leahey, Jr., Henry H. Moriconi and John D. McDaniel, Partners Trading as Queen's Point Limited Partnership, by deed from L. L. Martin, widower, dated February 8, 1973, recorded February 20, 1973, in Deed Book 97, page 423, in the Clerk's Office, Circuit Court of Middlesex County, Virginia. (See amended Certificate and Agreement of Partnership filed immediately hereto).

The party of the third part joins in the execution of this deed to grant and convey any interest he may have in the hereinabove property to the grantee.

The parties of the fourth part join in the execution of this Deed to grant and convey any interest to the Grantee they may have acquired by virtue of a certain deed to them, dated February 8, 1973, recorded February 20, 1973, in Deed Book 97, page 423, in the aforesaid Clerk's Office.

The conveyance is made subject to those restrictions, conditions and easements of record to the extent that they may lawfully apply to the property conveyed.

WITNESS the following signatures and seals:

<u>John D. McDaniel</u> (SEAL)	QUEEN'S POINT LIMITED PARTNERSHIP
<u>John D. McDaniel</u> , Individually	By <u>ASSOCIATED EQUITIES</u>
<u>Ross Ann McDaniel</u> (SEAL)	<u>COMPANY PARTNERSHIP</u> ,
<u>Ross Ann McDaniel</u>	General Partner
<u>Henry H. Moriconi</u> (SEAL)	
<u>Henry H. Moriconi</u>	
Individually	By <u>Henry H. Moriconi</u>
<u>Barton G. Leahey</u> (SEAL)	<u>Henry H. Moriconi</u> , Part-
<u>Barton G. Leahey</u>	ner
Individually	
<u>Jane S. Leahy</u> (SEAL)	By <u>John D. McDaniel</u>
<u>Jane S. Leahy</u>	<u>John D. McDaniel</u>

L. L. Martin
L. L. Martin

STATE OF VIRGINIA:
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 20th day of May, 1974, by Henry H. Moriconi and John D. McDaniel, partners of Associated Equities Company Partnership, General Partner of Queen's Point Limited Partnership.

W. Marshall Tuck
Notary Public

My Commission expires: 9/7/76

STATE OF VIRGINIA:
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 25th day of June, 1974, by L. L. Martin.

W. Marshall Tuck
Notary Public

My Commission expires: 9/7/76

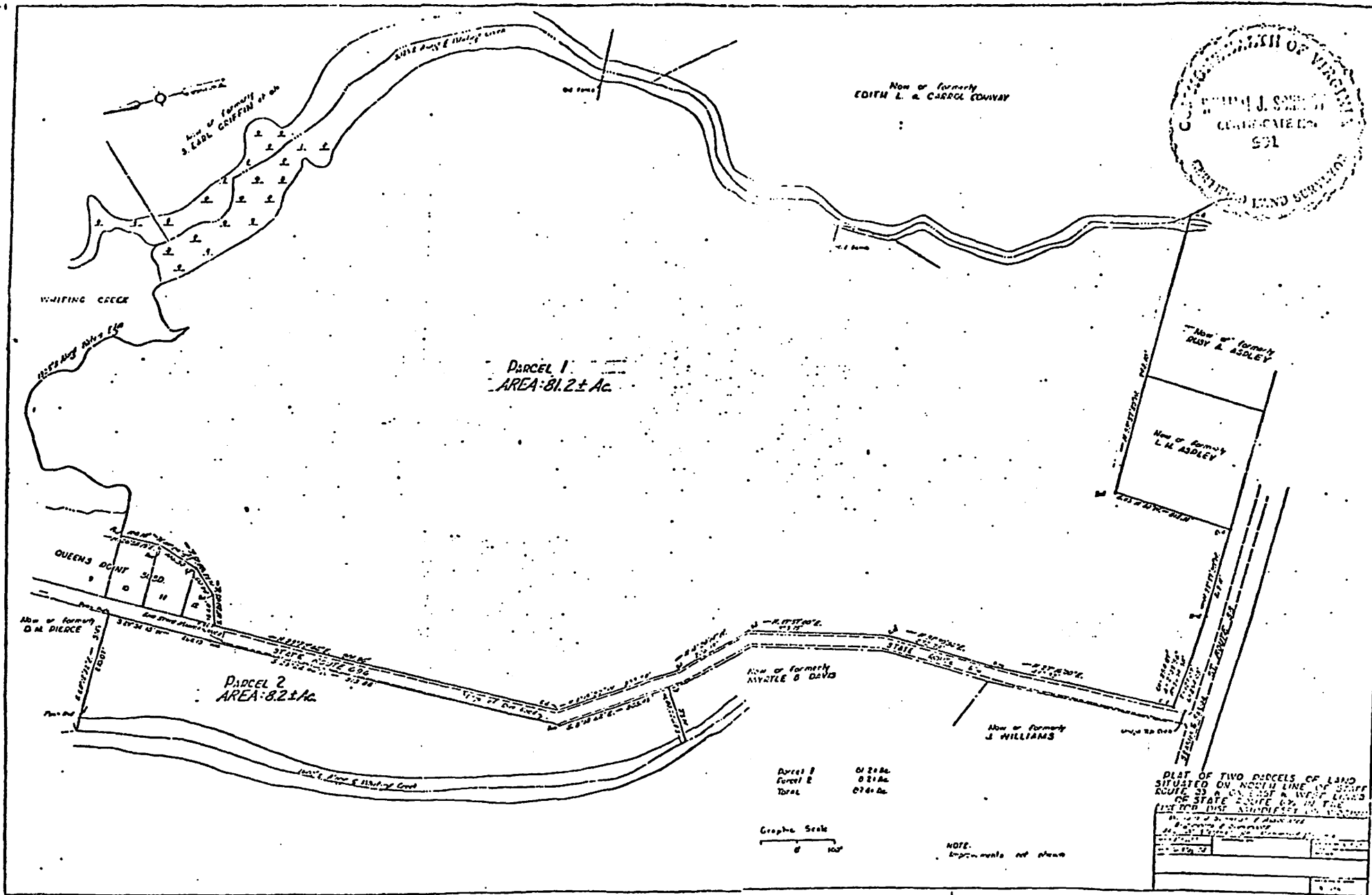
STATE OF VIRGINIA:
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 25th day of June, 1974, by Barton G. Leahy, Jr. and Jane S. Leahy.

W. Marshall Tuck
Notary Public

Virginia, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Middlesex the 9th day of August, 1974, this deed was presented and, with the certificate annexed, admitted to record at 2:30 p.m. after payment of \$130.00 tax imposed by Sec. 58-54(b).



TESTE: s/ Garland O. Revere, Clerk
By Leona B. Brownley, Deputy

DEFENDANT'S EXHIBIT B; DEED BOOK 97, PAGE 423
MARTIN TO QUEEN'S POINT LIMITED PARTNERSHIP

THIS DEED, made this 8th day of February, 1973, by and between L. L. MARTIN, widower, party of the first part; and BARTON G. LEAHY, JR., HENRY H. MORICONI and JOHN D. MCDANIEL, partners t/a Queen's Point Limited Partnership, parties of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration not herein specified, cash in hand paid, the party of the first part by the parties of the second part at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, the said party of the first part does grant, bargain, sell and convey with General Warranty of Title as partnership property to be held in the future in the tunure as partners and not in their individual rights as tenants-in-common, the following property, to-wit:

ALL that certain tract or parcel of land, together with all the improvements, rights, ways and appurtenances thereunto belonging, situate in Pinetop Magisterial District, Middlesex County, Virginia, containing 91 acres, more or less, said land being bounded on the North by Whitings Creek; on the Northwest by land of Alexander Carter, Sr. and Elva W. Carter, and land of Charles L. Tomlin, Jr. and Dorothy H. Tomlin; on the West by State Route #696; on the South by State Route #33, land of L. Herbert and Georgia E. Apsley, and land of Ruby A. Apsley;

and on the East by land of Edith and Carroll Conway, property of S. Garland Griffin and land of Curtis and Hunter H. Blake.

BEING the residue of the land conveyed L.L. Martin by deed dated January 13, 1967, from Mary Elise Bennett, widow, of record in the Clerk's Office of Middlesex County, Virginia, in Deed Book "87", page 163.

This conveyance is made expressly subject to such restrictions, conditions and easements of record to the extent that they may lawfully apply to the property hereby conveyed.

The aforesaid grantor covenants that he has the right to convey the said land to the said grantees; that the said grantees shall have quiet possession of the 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 the said land as may be requisite.

WITNESS the following signature and seal:

L. L. Martin (SEAL)

STATE OF VIRGINIA:
CITY OF RICHMOND, to-wit:

I, R. H. Clinard, a Notary Public in and for the City and State aforesaid, do certify that L.L. Martin whose name is signed to the foregoing writing, bearing date the 8th day of February, 1973, has this day acknowledged the same before me in my said City and State aforesaid.

Given under my hand this 10th day of February, 1973.

My Commission expires: October 3, 1976

R. H. Clinard
Notary Public

Virginia, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Middlesex the 20th day of February, 1973, this deed was presented and, with the certificate annexed, admitted to record at 10:45 a.m. after payment of \$55.00 tax imposed by Sec. 58-54(b).

Teste: s/ Garland O. Revere

DEFENDANT'S EXHIBIT C

MARY ELISE BENNETT TO L. L. MARTIN

THIS DEED, made this 13th day of January, 1967, by and between Mary Elise Bennett, widow, party of the first part, and L. L. Martin, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration not herein specified, cash in hand paid the first party, by the party of the second part, at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, the said party of the first part does grant, bargain, sell and convey, unto the said party of the second part, with General Warranty of Title, all those two certain tracts or parcels of land, together with

all improvements, rights, ways and appurtenances thereunto belonging, situate in Pinetop Magisterial District, Middlesex County, Virginia, lying near Locust Hill on State Route #33 and Whittings Creek, as follows, to-wit:

PARCEL ONE: All that certain tract or parcel of land containing 102.65 acres, more or less, but sold in gross and not by the acre, and with the exception of the parcel or lot of land whereon the Grantor now resides, which said land is specifically excepted from this conveyance, is the residue of the 110 acres, more or less, of land conveyed the said Mary Elise Bennett and Marion I. Bennett, her husband, by deed dated February 11, 1930, from R. F. Sibley and Ida V. Sibley, his wife, of record in the Clerk's Office of Middlesex County, Virginia, in Deed Book 53, page 280, the said Marion I. Bennett having died testate on April 17, 1964, and by his last will and testament duly probated on April 5, 1965, and recorded in the aforesaid Clerk's Office in Will Book 27, page 398, devised all of his real estate unto his wife, the said Grantor herein: viz. that this conveyance does not include any land lying North of the Southern line of Lot #A (S59° 15' W) or North of the Southern line of Lot #6 (N 59° 15'E) which said lines are shown on a plat of survey by W. H. Stiff, C.L.S., dated March 8, 1965, and recorded in Deed Book 84, page 450 in the aforesaid Clerk's Office, but does include the balance of the land of the Grantor as

aforesaid. Said land is bounded on the south by State Route #33, land of L. H. Apsley and land of Dewey Apsley; on the east by Blake's Estate; on the North and Northwest by Whittings Creek; and on the west by land of Nellye Blake Davis and land of Peter Mantell.

PARCEL TWO: All that certain lot containing 1.39 acres, more or less but sold in gross and not by the acre, lying northwest of the land of Dewey Apsley and adjoining Parcel One hereof: BEING the residue of the land conveyed the Grantor herein by deed dated August 2, 1945, from M. I. Bennett, Trustee, recorded in said Clerk's Office in Deed Book 58, page 54.

Also hereby conveyed is all of the Grantor's right, title and interest, if any, in and to the bottom of Whittings Creek, and the said Grantor hereby reserves a right of way over the existing 40 foot road leading from State Route #33 to the land on which she resides as hereinabove mentioned.

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

WITNESS the following signature and seal.

MARY ELISE BENNETT (SEAL

STATE OF VIRGINIA,
COUNTY OF MIDDLESEX, to-wit:

I, Roger G. Hopper, a Notary Public in and for the county and state aforesaid, do certify that Mary Elise Bennett, whose name is signed to the foregoing writing, bearing date the 13th of January, 1967, has this day acknowledged the same before me in my county and state aforesaid.

Given under my hand this 13th day of January, 1967.

My Commission expires: Sept. 12, 1970.

Roger G. Hopper, Notary Public

Virginia, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Middlesex the 17th day of January, 1967, this deed was presented and, with the certificate annexed, admitted to record at 9:35 a.m. U.S. Documentary Stamps \$44.00.

Teste: s/ Garland O. Revere

DECREE

THIS CAUSE, Which has been regularly matured, set for hearing and docketed, came on to be heard upon the motion for declaratory judgment and further relief; upon the answer and cross-bill of the defendant, Thomas H. Jones; upon the exhibits introduced herein at the courtroom of this Court on February 15, 1978; and was argued by counsel.

And it appearing to the Court from the pleadings and the exhibits introduced herein that the complainants are entitled as a matter of law, in conjunction with the defendant, to the use of and an appurtenant easement in and across the 30 foot road beginning on Queen's Point Drive and circling in a northerly and northwesterly direction behind Lots 12, 11 and 10 to a cove on Whiting's Creek and also in the landing opposite Lot No. 10 and adjacent to said 30 foot road, all as shown on a plat of survey by W. H. Stiff, C.L.S., dated March 8, 1965, recorded in Deed Book 84, page 450, a duly certified copy of same having been filed as an exhibit to the proceedings; as well as the use of the creek from said landing;

And it further appearing to the Court that the defendant has agreed to remove his well pump and pumphouse from said 30 foot road;

It is accordingly ADJUDGED, ORDERED and DECREED

that the complainants shall have the use of, and an appurtenant easement in and across, the 30 foot road as above-described, and also in the said landing as well as the use of Whiting's Creek from said landing; that the cross-bill of the defendant is hereby denied and dismissed; that the Clerk of this Court record this Decree with the deeds, indexing it in the defendant's name as grantor and in the complainants' name as grantees; that the defendant shall pay unto the complainants their costs herein.

NOTICE OF APPEAL

The defendant hereby gives notice of appeal in the above cause.

THOMAS H. JONES

By s/M. T. Bohannon, Jr.
Of Counsel

ASSIGNMENTS OF ERROR

The defendant hereby assigns the following errors of the Circuit Court of Middlesex County, to-wit:

1. The Court erred in entering its Decree of May 8, 1978, granting the complainants relief for which they prayed in their Bill of Complainant.
2. The Court erred in decreeing in its Decree

of May 8, 1978, that the complainants shall have the use, and an appurtenant easement in and across, a landing opposite Lot No. 10 and adjacent to a 30-foot road, all as shown on a Plat of Survey by W. H. Stiff, C.L.S., dated March 8, 1965, and recorded in Deed Book 84, page 450.

3. The Court erred in decreeing in its said Decree of May 8, 1978, that from the pleadings and exhibits introduced herein that the complainants were entitled as a matter of law in conjunction with the defendant to the use of, and an appurtenant easement in and across the 30-foot road beginning on Queen's Point Drive and circling in a northerly and northwestern direction behind Lots 12, 11 and 10 to a Cove of Whiting's Creek, and also in the landing opposite Lot No. 10 and adjacent to said 30-foot road as shown on the aforesaid plat.

STATEMENT REGARDING TRANSCRIPT

This suit was submitted to the Court solely on the basis of original papers and exhibits and the exhibits offered in evidence, so there will be no transcript or statement of facts submitted.