

36984

593

W. WILLARD WIRTZ, ETALS

THIS DEED made and entered into

TO DEED

this 31<sup>st</sup> day of August, 1983, by

KAMAK DEVELOPMENT COMPANY, INC.

and between W. Willard Wirtz and Jane

Q. Wirtz, husband and wife, each in

their own right and as spouse of the

other, Lloyd Symington and Nancy E. Symington, husband and wife, each in their own right and as spouse of the other, and Camp Rimrock, Inc., by James L. Matheson, President, grantors and parties of the first part, and Kamak Development Company, Inc., a Maryland corporation duly qualified to do business in West Virginia, grantee and party of the second part.

WITNESSETH: That for and in consideration of the sum of One Hundred (\$100.00) Dollars, cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey, with covenant of general warranty and to be free and clear of all liens and encumbrances, unto Kamak Development Company, Inc., a Maryland corporation qualified to do business in West Virginia, all that certain tract or parcel of real estate situate on the East side of Cacapon River and adjoining West Virginia State Route 259, located Northwest of Yellow Springs, West Virginia, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto, including, without limitation, all right, title and interest of Sellers in and to the land lying in the bed of any street, road or highway (open or proposed) in front of, adjoining or servicing said parcel of real estate and described as containing 254.5 acres, more or less, although this is a sale and conveyance in gross and not by the acre, and being all the same real estate which was conveyed unto W. Willard Wirtz and Jane Q. Wirtz, his wife, Lloyd

RALPH W. HAINES  
ATTORNEY AT LAW  
ROMNEY, W. VA.  
26757

594

Symington and Nancy E. Symington, his wife, and Camp Rimrock, Inc., by deed of Duke A. McDaniel and Ralph W. Haines, Special Commissioners, by order of the Circuit Court of Hampshire County, W. Va., in Civil Action 2953, by deed dated 20 June, 1975, of record in the Clerk's Office of the County Commission of Hampshire County, W. Va., in Deed Book No. 212 at page 122, in which deed the real estate is more fully described as follows:

"Beginning at a concrete State Highway marker in the North bounds of State Route 259, a point in the original line of the 300 acre tract, and corner to Marvin Brill; thence with the original line and that of Brill, N. 45 W. about 3350 feet to a point in the center of Capon River, corner to the 52 acre tract being conveyed to John Kline; thence down the center of Capon River in an Easterly direction about 3100 feet to a point in the center of the river and also in the original line of the 300 acre tract; thence with the line of the original tract and the land of Willard Wirtz, S. 45 E. about 2175 feet to a locust post in the corner of the wire fence, corner to Wirtz; thence with Wirtz N. 45 E. 140 feet to a white oak by a locust post corner to Wirtz and Forrest Davis, also corner to the 13 acre tract; thence with the line of the last named tract and that of Forest Davis S. 63 E. about 1325 feet to a set stone on the edge of Loman's Branch a common corner between the 13 acre tract and the 10 acre tract; thence with a line of the 10 acre tract, S. 30 degrees E. 600 feet to a white pine in the original line and corner to an 8 square pole tract which was conveyed unto M. B. Kline by J. Frank Pennington, Deed Book 113 at page 448, in order to include a spring in the Kline land; thence with a line of the 8 square pole tract N. 75 E. 26.8 feet to a marked pine standing on the brow of a steep bank; thence along the same S. 35 30 E. 52.6 feet to a marked pine; thence S. 35 W. 45.5 feet to a post set 12 inches East of a white pine and in the original line of the 10 acre tract; thence continuing with the 10 acre tract S. 30 E. about 500 feet to a dogwood on a steep hillside; thence S. 35 W. 33 feet to a white pine and a dogwood, original corner; thence N. 64 W. 330 feet to a white oak and a white pine on a hillside; thence N. 73 30 W. 528 feet to a pine tree in the angle of the wire fence; thence S. 43 W. about 1550 feet to the East bounds of State Route 259; thence with the E. bounds of the same N. 81 W. 575 feet; thence N. 68 W. about 1250 feet to the beginning, containing 254.5 acres, more or less, all lines with the exception along Route 50 and in the center of the River are bounded by wire fences."

RALPH W. HAINES  
ATTORNEY AT LAW  
ROMNEY, W. VA.  
26757

The above description was prepared by Vernon C. Whitacre, surveyor, from deeds of record but without an actual survey on the ground, and it is understood that upon a resurvey, that the boundary line of the property herein conveyed with that of the Willard Wirtz property, will be located with the Willard Wirtz fence line as extended to the river.

This conveyance is being made pursuant to the real estate sales contract entered into between the parties dated 5 August, 1983, and that this conveyance shall be subject to the restrictions, covenants and reservations as covenants running with the land and in perpetuity as far as the law permits as follows:

(a) A maximum of seven (7) houses shall be constructed on the property, each on a lot wholly contained within the property.

(b) Improvements to be constructed on each of the seven (7) lots shall be limited to one residential structure having a maximum of five bedrooms, non-residential outbuildings limited to one thousand five hundred (1,500) square feet and stables for no more than three horses.

(c) The entire remaining balance of the Property, not including the above referenced seven (7) building lots, shall remain undivided to be owned in common by the seven (7) lot owners or a homeowners association at the option of grantee, with common rights of ingress and egress across the property, and with the right to construct thereon non-residential structures for use by the seven (7) lot owners.

(d) In no event shall any building lot be closer than fifty feet (50') to the boundary of the Property.

The grantee herein joins in the execution of this deed for the express purpose of showing the grantee's acknowledgment, agreement and acceptance of such restrictions, and also said grantee further agrees to incorporate the aforesaid rights and restrictions and covenants to be attached to the title to the property which shall run with the land in perpetuity as far as the law permits.

The real estate taxes on said property will be pro-rated as of the date of settlement.

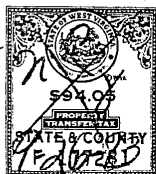
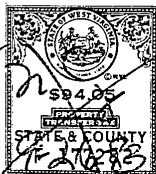
596 The grantors herein do now all covenant and agree that this deed is being executed in accordance with their mutual agreement and consent to convey the property and that the terms are agreed upon by all parties and do now specifically waive and declare void for themselves, their heirs and assigns, the agreement which the parties heretofore entered into on the 28th day of May, 1977, which is of record in the Clerk's Office of the County Commission of Hampshire County, West Virginia, in Deed Book No. 223 at page 26.

The grantors covenant by way of further assurances that they have the right to convey said land to the grantee and that they will execute such further assurances of title as may be requisite.

IN TESTIMONY WHEREOF the said Camp Rimrock, Inc., has caused these presents to be signed and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized, on this the 31<sup>st</sup> day of August, 1983, and IN TESTIMONY WHEREOF the said Kamak Development Company, Inc., a Maryland corporation, has caused these presents to be signed and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized, on this the 31<sup>st</sup> day of August, 1983.

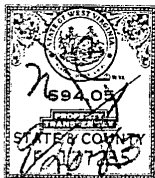
TO HAVE AND TO HOLD the real estate herein conveyed, together with the improvements, appurtenances, roads, rights of way, easements thereunto belonging, unto Kamak Development, Company, Inc., a Maryland corporation, duly qualified to do business in West Virginia, in fee simple.

WITNESS the following signatures and seals:



W. Willard Wirtz (SEAL)  
W. Willard Wirtz

Jane Q. Wirtz (SEAL)  
Jane Q. Wirtz



Lloyd Symington (SEAL)  
Lloyd Symington

Nancy E. Symington (SEAL)  
Nancy E. Symington

ALPH W  
ATTORNEY  
ROMNEY  
26