

BK 0601 FG 0559

88-06435

THIS DEED OF GIFT, EASEMENT, COVENANTS AND REVERSIONARY AGREEMENT (this "Deed"), entered into this 14th day of July, 1988, by and between ST. LEONARD'S FARM, INC., a Virginia Corporation (referred to as "SLF"), and THE TOWN OF WARRENTON, a Virginia Municipal Corporation (referred to as the "Town").

W I T N E S S E T H:

Deed of Gift.

SLF as Grantor, hereby gives, grants and conveys WITH COVENANTS OF GENERAL WARRANTY OF TITLE, unto the said Town of Warrenton, as Grantee, all of SLF'S right, title and interest, being a fee simple interest, in and to the following described real estate, to-wit:

All of that certain tract or parcel of land situate in the Town of Warrenton consisting of 2 acres which lies immediately to the north of a 5.3 acre tract or parcel of land owned by the Town of Warrenton and acquired from the predecessor in title of SLF by Deed dated 5 November 1957 and found of record in the Office of the Clerk of the Circuit Court of Fauquier County, Virginia, in Deed Book 201 at Page 1. Said 2 acre parcel is more particularly described by plat and survey of James H. Harris & Associates, Inc., dated 1/14/88 Rev. 7/12&13/1988, attached hereto and intended to be recorded contemporaneously herewith in the aforesaid Clerk's Office.

Easements and Covenants.

SLF, as Grantor, hereby further grants to the Town, as Grantee, a temporary easement over and upon the area comprising approximately 2.25 acres situated immediately to the north of and contiguous to the aforesaid 2-acre parcel (hereby conveyed) and fronting on State Route 678, which 2.25 acre area is more particularly described on the above-mentioned plat and survey of James H. Harris & Associates, Inc. dated 1/14/88, Rev. 7/12&13, 1988, attached hereto (referred to as the "Plat"). Such temporary easement shall be for use by the Town, its agents, employees and independent contractors, for ingress and egress and passage between the aforesaid 2-acre parcel hereby conveyed

MAILING ADDRESS OF GRANTEE
Town of Warrenton
P.O. Drawer 341
Warrenton, VA 22090

Examined and
Returned to:
C. J. HARTMAN
ATTORNEY

JUL 21 1988
D.A.K.

SHEET 3

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SEE 4 OF 4
SEE 3 OF 4

U.S.

S 82°45'
200'

TOWN OF
WARRENTON

S 07°15'00"E 795.30'

6.36

COMMONWEALTH
OF VIRGINIA

2.0000 AC.

379.34'
217.80'

S 82°45'00"W

400.00'

217.80'

S 82°45'00"W 400.00'

TEMPORARY CONSTRUCTION
ESMT TO BE ABANDONED
WHEN SITE IS
COMPLETED.

20' SAN. SEW.
ESMT.

S 07°15'00"E
161.54'

I.P.F.

3
0
3
CREEK

SEE 2 OF 4
SEE 3 OF 4

S 71°08'59" W
88.02'

N 82°45'00" W

50

SEE 4 OF 4
SEE 3 OF 4

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U.S. HWY. 211

CERTIFICATE OF APPROVAL
 THIS SUBDIVISION TO BE KNOWN AS
 COMPLES WITH EXISTING RULES
 & REGULATIONS & THEREFORE MAY BE PUT
 TO RECORD FOR CONVEYANCE OF INTERESTS AND
 may be changed to record.

Choune J. Taylor
 Zoning Administrator July Date 22

ZONING ADMINISTRATOR

TOWN OF WARRENTON

S 82°45'00" W
200.00'

S 07°15'00" E 785.30'

200' WIDE BUFFER ESM'T.

6.3665 AC.

N 07°15'00" E 995.30'

217.30'

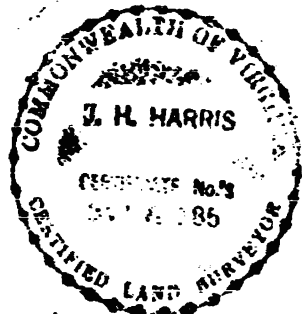
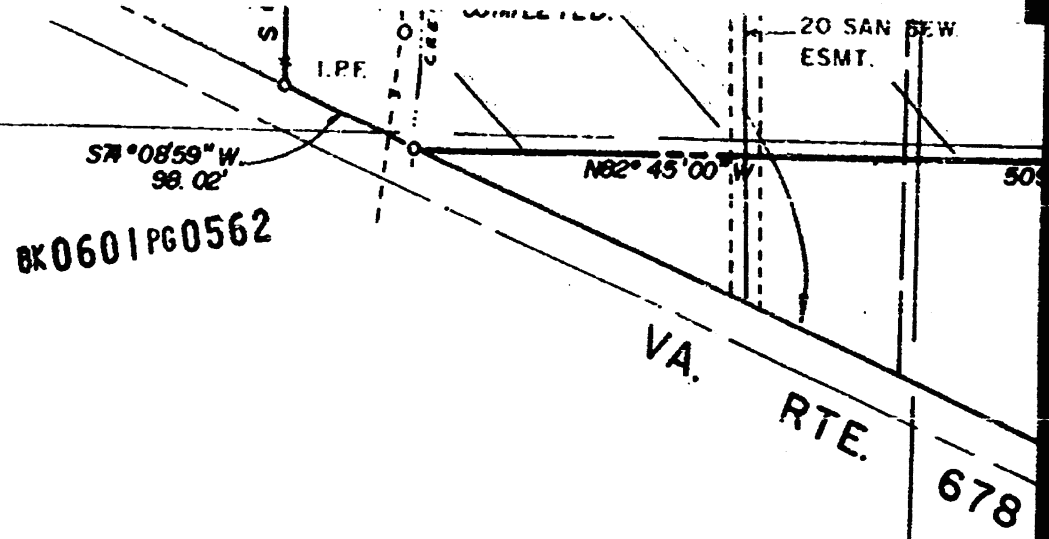
ST LEONARD'S FARM, INC



0' SAN. SEW. SMT.

509.83'

SEE 2 OF 4
SEE 3 OF 4

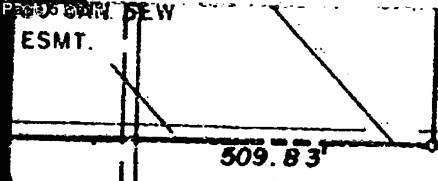


SURVEYORS CERTIFICATE
 I JAMES H. HARRIS, A DULY CERTIFIED LAND SURVEYOR,
 DO HEREBY CERTIFY THAT THE PROPERTY SHOWN IS IN
 THE NAME OF ST. LEONARD'S FARM, INC.

James H. Harris

 JAMES H. HARRIS C.L.S. NO(S) 047 & 185

THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.



SEE 1 OF 4
SEE 4 OF 4

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RTE.
678

OWNERS CONSENT STATEMENT

THIS DIVISION OF LAND IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS (AND TRUSTEES).

St. Leonard's Farm, Inc. by [Signature]
St. Leonard's Farm, Inc.

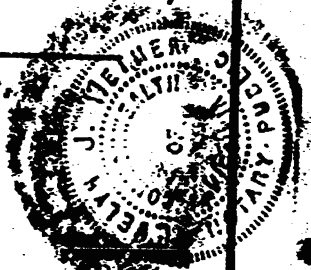
CERTIFICATE OF ACKNOWLEDGMENT OF SIGNATURE

CITY / COUNTY OF: Fauquier
COMMONWEALTH / STATE OF: Virginia

ACKNOWLEDGED BEFORE ME THIS 20th DAY OF July, 1988

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: Nov. 16, 1990



DATE	BY	REVISION
7-15-88	J.H.H.	REVISED BINDER AREA AND ZONE PARCEL
7-17-88	J.H.H.	REVISED BINDER AREA

PLAT SHOWING

AN EASEMENT FOR NON-DEVELOPMENT
ON THE PROPERTY OF
ST. LEONARD'S FARM, INC.
TOWN OF WARRENTON
FAUQUIER COUNTY, VIRGINIA

SCALE: 1" = 100'

JANUARY 14, 1988

James H. Harris & Associates, Inc.

LAND SURVEYING & LAND PLANNING
Warrenton, Virginia

DES:
DWN:
CHK:

SEE 1 OF 4
SEE 2 OF 4

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and State Route 678, for use as a storage yard, and generally for use in connection with construction activity to be undertaken on the aforesaid 2-acre parcel as well as the 5.3 acre parcel previously conveyed, it being understood that the Town's sewage treatment plant expansion to be undertaken upon recordation of this Deed (the "Expansion") shall be built on 7.3 acres.

Such temporary easement over the aforesaid 2.25 acre area shall terminate and expire without further action by either party upon completion of the Expansion but in any event no later than three (3) years from the date of recordation of this Deed. Upon termination of said temporary easement, the Town covenants and agrees promptly at its own expense (i) to repair any damage to the surface or undersurface of, or to the fencing upon, the aforesaid 2.25-acre area, (ii) to clean up all trash, debris and litter from said 2.25-acre area, and (iii) to restore said 2.25 acre area as closely as practicable to its condition prior to the commencement of such temporary easement, including by seeding the same with a mixture of orchard grass, bluegrass and red clover, so that SLF may resume and continue its farming operation on said site.

The Town further covenants and agrees that during the effectiveness of such temporary easement, the Town, its agents, employees and independent contractors, shall not disturb, encroach upon, use, traverse or permit trash or debris to be placed or fall upon the lands of SLF adjoining the aforesaid 2.25-acre area. The Town further covenants and agrees to indemnify and hold harmless SLF, its successors and assigns, against all claims, losses, damages, amounts paid in settlement, costs and expenses (including reasonable attorneys' fees) incurred by SLF, its successors and assigns, and arising out of or in connection with any act, occurrence or omission occurring upon or with respect to said 2.25-acre area during the effectiveness of such temporary easement, or otherwise arising in

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connection with the Expansion. The Town shall provide to SLF evidence of insurance to secure this covenant.

Covenants as to Buffer Zone.

In connection with the Expansion, the Virginia State Water Control Board presently requires (i) the imposition of a two hundred (200) foot buffer zone to the west and north of the sewage treatment plant, as expanded, within which buffer zone no residential development may occur, and (ii) the erection of a wind screen within such buffer zone to the west and north of said plant, as expanded, to consist of rows of white pine trees or similar landscaping. Such 200-foot buffer zone, comprising an area of approximately 6.4 acres, is more particularly described upon the Plat attached hereto. Accordingly, SLF, for itself and its successors and assigns, hereby covenants and agrees that it will not undertake any residential development within such 200-foot buffer zone for so long as applicable state and local law require such restriction in connection with the operation of the Town's sewage treatment plant (as so expanded) situated on the aforesaid 5.3-acre and 2-acre parcels. All costs and expenses of planting, erecting and maintaining said wind screen, or any replacement thereof or substitute therefor, shall be borne exclusively by the Town.

At such time as either (a) the Town ceases to operate the aforesaid sewage treatment plant as so expanded, or (b) applicable state and local law cease to require the imposition of such 200-foot buffer zone in connection with the operation of said sewage treatment plant as so expanded, then all covenants and restrictions imposed by this Deed upon the land included within such buffer zone shall be lifted and shall be of no further force or effect.

The Town covenants and agrees that, upon the request of SLF, its successors and assigns, the Town shall cooperate with SLF, its successors and assigns, upon the termination of

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the aforesaid covenants and restrictions in order at the Town's expense to evidence of record such termination.

Additional Easement.

SLF hereby grants to the Town an easement twenty (20) feet wide from Route 678 across the aforesaid 2.25-acre area to the aforementioned 2-acre parcel hereby conveyed and across said 2-acre parcel to the boundary of the aforesaid 5.3-acre parcel, all as more specifically shown on the Plat attached hereto. Said easement hereby conveyed is for the purpose of installing, constructing, repairing and maintaining a sanitary sewer line. All piping and other installations along said easement (on both the 2.25-acre area and the 2-acre parcel) shall not be less than thirty (30) inches below the surface of the ground in order to allow SLF to continue or resume its farming operation upon said property. For so long as this easement shall remain in effect, the Town covenants and agrees with SLF, its successors and assigns, that promptly after any construction, repairing or maintenance activity upon said property encumbered by this easement, the Town at its expense shall restore said property to its condition prior to the commencement of said activity.

Reversionary Agreement.

SLF and its predecessors in title deeded to the Town the aforesaid 5.3-acre parcel (the site of the present sewage treatment plant) by Deed of Gift dated November 5, 1957 and recorded in the aforesaid Clerk's Office in Deed Book 201 at Page 1.

The Town, for itself and its successors and assigns, hereby covenants and agrees with SLF, its successors and assigns, that at such time (referred to as the "Trigger Time") as the Town shall make any arrangements for sewage service in addition to that provided by the present sewage treatment plant as expanded by the Expansion, or shall to any extent use, operate or enjoy the benefit of any regional sewage treatment facility or

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any sewage treatment plant other than the aforesaid sewage treatment plant and Expansion, the Town shall promptly reconvey to SLF, or to SLF's successors or assigns specifically designated by SLF for purposes of such conveyance, any portion of the aforesaid 5.3-acre and 2-acre parcels which is not utilized as a pre-treatment facility or a pumping station to a regional facility. Such reconveyance shall be by general warranty deed to be recorded in the aforesaid Clerk's Office and shall be at the sole expense of the Town. In connection with such reconveyance, the Town for itself, its successors and assigns, hereby covenants and agrees with SLF, its successors and assigns, to dismantle any portion of the plant and Expansion that will not be further utilized, and to use all reasonable efforts to restore the reconveyed area so that the same may be utilized by SLF, its successors and assigns, for any permitted use, all of the foregoing to be at the sole expense of the Town.

Such reconveyance shall be subject, however, to (a) the retention by the Town of the minimum sanitary sewer easement as shall be necessary to the Town in connection with the operation of its sewage facilities on said site either as a pumping station or a pre-treatment facility, and (b) imposition of such buffer zone, if any, as shall be the minimum size buffer zone then required by applicable state and local law in connection with the operation of said pumping station or pre-treatment facility, such buffer zone in no event, however, to exceed two hundred (200) feet in width.

Appraisal and Payment.

If, upon the occurrence of the Trigger Time, the Town shall fail to reconvey as provided above any portion or all of the aforesaid 2-acre parcel hereby conveyed, or applicable law shall require the imposition or continued imposition of any buffer zone as aforesaid, then the Town at such time shall pay to SLF, or to SLF's successors or assigns specifically designated

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by SLF for purposes of such payment, an amount in cash equal to one and one-half times the then fair market value of (i) such portion or all of said 2-acre parcel not so reconveyed and (ii) all property of SLF included in any such buffer zone. For purposes of determining such fair market value, the Town and SLF (or such successors or assigns) shall each promptly appoint a qualified appraiser, each of whom shall promptly make a determination of such fair market value. If the two appraisals shall differ by twenty percent (20%) of the lower appraisal or less, such fair market value shall be deemed to be the average of such two appraisals. If the two appraisals shall differ by more than twenty percent of the lower appraisal, the two appraisers shall promptly appoint a third qualified appraiser, who shall promptly make a determination of the fair market value of said property, and such fair market value for purposes hereof shall be the middle appraisal of the three appraisals. If the first two appraisers are unable promptly to agree upon a third appraiser, then the parties shall request the Circuit Court of Fauquier County to appoint the third appraiser. If either the Town or SLF (or its designated successors or assigns) fails to timely appoint its respective appraiser or to provide its appraisal in timely fashion, then such defaulting party shall be deemed to have forfeited its right to an appraisal, and the fair market value of such property for purposes hereof shall be the appraisal value of the other party. Each party shall bear all costs and expenses of its appraiser and appraisal, and the two parties shall share equally the costs and expenses of the third appraiser and appraisal, if any.

Additional Covenant.

The Town, for itself and its successors and assigns, further covenants and agrees with SLF, its successors and assigns, that the Town will not at any time increase, to a level greater than two and one-half million (2,500,000) gallons per day, the

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capacity of service of the aforesaid sewage treatment plant as expanded by the Expansion, if such increase would result in any increased discharge into the stream running from said plant and across the lands of SLP, its successors and assigns. Any failure by the Town to abide by the terms of this covenant shall be deemed a breach of contract, and SLP shall be entitled in such event to seek legal and/or equitable remedies for such breach.

WITNESS the following signatures and seals:

WITNESS
By: [Signature] (SEAL)
V.P.

ST. LEONARD'S FARM, INC.

By: [Signature] (SEAL)
David M. van Roijen, President

TOWN OF WARRENTON

By: [Signature] (SEAL)
J. Willard Lineweaver, Mayor

STATE OF VIRGINIA
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 20th day of July, 1988, by David M. van Roijen, President of and on behalf of St. Leonard's Farm, Inc., a Virginia Corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: Nov. 16, 1990

STATE OF VIRGINIA
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 14th day of July, 1988, by J. Willard Lineweaver, Mayor of and on behalf of the Town of Warrenton, a Virginia Municipal Corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: Jan. 12, 1991

Virginia In the Clerk's Office of Fauquier Circuit Court JUL 21 1988

This instrument was this day received in said Office and with certificate admitted to record at 2:20 P.M.

Tax of \$ _____ imposed by Section 58.1-802 Paid

State Tax _____ County Tax _____

Transfer Fee 1.00 Clerks Fee 17.00 Total 18.00

