

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 SLF, 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 SLF 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 Clerk's Fee 17.00 Total 18.00

Teste [Signature] Clerk