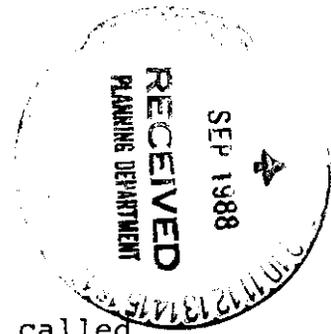


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BOOK 416 PAGE 14



AGREEMENT

WHEREAS, Joseph and Essie Terrell, (hereinafter called "the Owner") owns certain real property in James City County, Virginia, (hereinafter called "the Property") and more particularly described as follows:

ALL that certain lot, piece or parcel of land, situate in Jamestown District, James City County, Virginia, as described in a certain Deed dated September 24, 1962, recorded in Deed Book 87, Page 257, it being the intention of the Grantor to hereby convey all of their interest in said property which is also described on the Tax Maps of James City County, Virginia, as Parcel (38-4) (1-35).

WHEREAS, the Owner has applied for rezoning the Property from the Limited Agricultural District, A-2, to the Limited Business District, LB; and

WHEREAS, the County of James City may be unwilling to rezone the Property from the Limited Agricultural District, A-2, to the Limited Business District, LB, because the Limited Business District, LB, zoning regulations may be deemed inadequate for the orderly development of the Property, because competing and incompatible uses may conflict; and

WHEREAS, more flexible and adaptable zoning methods are deemed advisable to permit the use of the Property; and

WHEREAS, the Owner is desirous of offering certain conditions for the protection of the community that are not applicable to land similarly zoned in addition to the regulations provided for in Limited Business District, LB,

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the County of James City rezoning the Property from the Limited Agricultural District, A-2, to the Limited Business District, LB, and pursuant to Section 20-15 et seq of Chapter 20 of the Code of James City County, Virginia, the Owner agrees that in addition to the regulations provided for in the Limited Business

District, LB, he will meet and comply with all of the following conditions for the development of the Property.

CONDITIONS

All buildings or structures to be erected shall be used solely for one or more of the following uses:

- Banks or other financial institutions
- Office supply stores, secretarial and duplicating services
- Business, governmental and professional offices
- Doctors, dentist and other medical clinics or offices
- Contractor's offices without the storage of construction equipment or building materials
- Off street parking as required

Joseph S. Terrell
Joseph S. Terrell

Essie G. Terrell
Essie G. Terrell

STATE OF VIRGINIA
COUNTY OF JAMES CITY, TO-WIT:

The foregoing was signed before me this 6th day of Sept., 1988, by Joseph S. and Essie G. Terrell.

Joseph A. Abdelmonem
Notary Public
My Commission Expires: 4-27-90

VIRGINIA: City of Williamsburg and County of James City, to wit:
In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the 17th day of Nov, 1988. This Agreement was presented with certificate annexed and admitted to record at 3:35 o'clock
Teste: Helene S. Ward, Clerk
by Helene S. Ward
Deputy Clerk

WHEREAS, Joseph S. Terrell, Essie G. Terrell, and Joseph S. Terrell, Inc. (hereinafter collectively called "the Owners") own certain real property in James City County, Virginia, (hereinafter called "the Property") and more particularly described as follows:

All that certain tract, piece or parcel of land now or formerly situated in Jamestown District, James City County, Virginia, containing 8.0219 acres, more or less, shown and set forth as "Proposed LB Zone" on a plat entitled: "PROPOSED REZONING, SECTION 1 & 3, MIDLANDS, OWNER: JOSEPH S. TERRELL, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by AES, a professional corporation, dated July, 1985 (hereinafter called "The Plat").

WHEREAS, the Owners have applied for rezoning of the Property from the Limited Agricultural District, A-2, to the Limited Business District, LB; and

WHEREAS, the County of James City may be unwilling to rezone the Property from the Limited Agricultural District, A-2, to the Limited Business District, LB, because the Limited Business District, LB, zoning regulations may be deemed inadequate for the orderly development of the Property, because competing and incompatible uses may conflict; and

WHEREAS, more flexible and adaptable zoning methods are deemed advisable to permit the use of the Property; and

WHEREAS, the Owners are desirous of offering certain conditions for the protection of the community that are not applicable to land similarly zoned in addition to the regulations provided for in the Limited Business District, LB,

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the County of James City rezoning the Property from the Limited Agricultural District A-2 to the Limited Business District, LB, and pursuant to Section 20-15 et seq of Chapter 20 of the Code of James City County, Virginia, the Owners agree that in addition to the regulations provided for in the Limited

Business District, LB, they will meet and comply with all of the following conditions for the development of the Property.

CONDITIONS

All buildings or structures to be erected shall be used solely for one or more of the following uses:

Banks and other financial institutions

Office Supply Stores, Secretarial and Duplicating Services

Business, governmental and professional offices

Doctors, dentist and other medical clinics or offices

Contractor's Offices without the storage of construction equipment or building materials

Off street parking as required

Joseph S. Terrell (SEAL)
JOSEPH S. TERRELL

Essie G. Terrell (SEAL)
ESSIE G. TERRELL

JOSEPH S. TERRELL

By Joseph S. Terrell (SEAL)
President

STATE OF VIRGINIA

COUNTY OF JAMES CITY, TO-WIT:

The foregoing was signed before me this 22nd day of July 1986, by Joseph S. Terrell, Essie G. Terrell, and Joseph S. Terrell, President of Joseph S. Terrell, Inc. on behalf of the said corporation.

Georgette Louise Downs
Notary Public

My commission expires: June 2nd 1990



