



Settled 1752
JAMESTOWN
NORTH CAROLINA

Special Meeting of the Town Council

October 11, 2022

6:00 pm in the Civic Center

Agenda

I. Call to Order-

- A. Roll Call**
- B. Pledge of Allegiance**
- C. Moment of Silence**

II. Public Hearings

- A. Public Hearing on Question of Annexation pursuant to G.S. 160A-31 for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road- Anna Hawryluk, Town Planner**
- B. Public Hearing on rezoning request from D.R. Horton for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road from Agricultural (AG) to Planned Unit Development (PUD)- Anna Hawryluk, Town Planner**
 - Consideration of approval/denial of rezoning request
 - Consideration of approval of consistency/inconsistency statement
- C. Public Hearing for consideration of Development Agreement for D.R. Horton property- Anna Hawryluk, Town Planner**

III. Adjournment

Working Agenda for the October 11th Special Town Council Meeting

Tentative Time Line	Agenda Item	Responsible Party	Action required by the Town Council
6:00 pm	I. Call to Order	Mayor Montgomery	Mayor Montgomery to call the meeting to order.
6:00 pm	A. Roll Call	K. Weiner	Weiner to take roll call.
6:00 pm	B. Pledge of Allegiance	Mayor Montgomery	Mayor Montgomery to lead everyone in the Pledge of Allegiance.
6:00 pm	C. Moment of Silence	Mayor Montgomery	Mayor Montgomery to call for a moment of silence
6:00 pm	II. Public Hearings		
6:00 pm	A. P.H. on Question of Annexation pursuant to G.S. 160A-31 for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road	Call on A. Hawryluk	Hawryluk to state that the public hearings on the agenda are reliant upon one another. Hawryluk to introduce Tom Terrell, the Town's Land Use Attorney. Terrell to provide Council an update on the development agreement process. Mayor Montgomery to call the applicant forward to speak. DRH Representative, to come forward and address Council. Mayor Montgomery to open the public hearing to anyone that would like to speak about the annexation request. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion. Council Member makes a motion to continue the public hearing to the October 18 th Regular Town Council meeting at 6:00 pm in the Civic Center without further advertisement. Council Member makes a second to the motion. Then vote.
8:30 pm	B. P.H. on rezoning request from D.R. Horton for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road	Call on A. Hawryluk	Mayor Montgomery to ask Hawryluk if she has any additional information to add. Mayor Montgomery to open the public hearing to anyone that would like to speak about the rezoning request. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion. Council Member makes a motion to continue the public hearing to the October 18 th Regular Town Council meeting at 6:00 pm in the Civic Center without further advertisement. Council Member makes a second to the motion. Then vote.
8:35 pm	C. P.H. for consideration of Development Agreement for D.R. Horton Property	Call on A. Hawryluk	Mayor Montgomery to ask Hawryluk if she has any additional information to add. Mayor Montgomery to open the public hearing to anyone that would like to speak about the development agreement. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion. Council Member makes a motion to continue the public hearing to the October 18 th Regular Town Council meeting at 6:00 pm in the Civic Center without further advertisement. Council Member makes a second to the motion. Then vote.
8:40 pm	III. Adjournment		Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Public Hearing on Annexation of D.R. Horton Property

AGENDA ITEM #: II-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: October 11, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

The public hearing was opened at the Nov. 16, 2021, regular meeting. Under General Statute 160A-31, the Town received a petition for the annexation for the properties located at 2221 Guilford College Rd, 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Rd.

ATTACHMENTS: Annexation Petition, Certificate of Sufficiency, Affidavit of Notice

RECOMMENDATION/ACTION NEEDED: Council may continue, deny, or approve rezoning request.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:



JAMESTOWN ANNEXATION PETITION

Date August 5, 2021

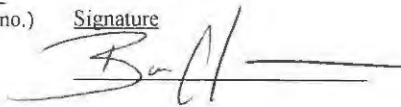
TO THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN:

- CONTIGUOUS: We the undersigned, being all the owners of the real property described in Paragraph 2 below, respectfully request that such property be annexed to the Town of Jamestown, pursuant to N.C.G.S. 160A-31. The area to be annexed is contiguous to the Town of Jamestown and the boundaries of such territory are described below by metes and bounds:
- NON-CONTIGUOUS: We the undersigned, being all the owners of the real property described in Paragraph 2 below, respectfully request that such property be annexed to the Town of Jamestown, pursuant to N.C.G.S. 160A-58.1. The area to be annexed is non-contiguous to the Town of Jamestown and within an area that the Town of Jamestown is permitted to annex pursuant to N.C.G.S. 160A-58.1, and the boundaries of such territory to be annexed are described below by metes and bounds:

(You may print "See Attached" and attach the description.)

See Attached Legal Description

We acknowledge that any zoning vested rights** acquired pursuant to N.C.G.S. 160A-385.1 or N.C.G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such vested rights on this petition shall result in a termination of such vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

	<u>Print or Type Name and Address</u>	<u>Do you declare vested rights?*</u> (Indicate yes or no.)	<u>Signature</u>
1.	<u>D. R. Horton, Inc.</u> By: <u>Ben C. Lunnen</u> Title: <u>Division President</u>	<u>No</u>	
2.	_____	_____	_____

This Annexation Petition is conditioned upon approval of the Rezoning Application submitted in connection with this Annexation Petition. If the Rezoning Application, as it may be amended, is not approved, this Annexation Petition shall be null and void.

Important: Both husband and wife must sign, if applicable.

**These are a special type of vested rights obtained only after the approval of a "site specific development plan" following a public hearing on that plan. Only a small number of plans have received such an approval.

Date Received: Sep. 2, 2021 Received By: 



Settled 1752
JAMESTOWN
NORTH CAROLINA

CERTIFICATE OF SUFFICIENCY

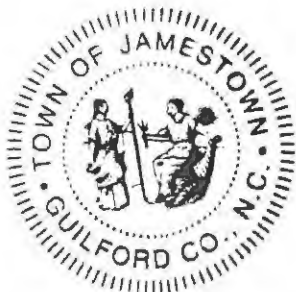
To the Town Council of the Town of Jamestown, North Carolina,

I, Katie M. Weiner, CMC, Clerk of the Town of Jamestown, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation. A metes and bounds description and a survey map showing the proposed area of annexation is attached.
- b. The area described in the petition is contiguous to the Town of Jamestown primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes the addresses of all owners of real property lying in the area described therein.
- d. The Town Attorney has performed a title search and has verified that the owners of record have signed the petition.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Jamestown, this the 12th day of October, 2021.

(SEAL)



Katie M. Weiner

Katie M. Weiner, CMC, Town Clerk

AFFIDAVIT OF NOTICE

REGARDING NOTIFICATION REQUIREMENTS FOR annexation request before the Town Council for 2221

& 2207 Guilford College Road and 5300 & 5303 Mackay Road located on Guilford County Tax Map/Parcel(s), and

PIN#(s) 159144, 159105, 159106, 158765

Check box if additional sheets are attached:

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD, to-wit:

I Katie M. Weiner, the undersigned, being first duly sworn, do hereby depose and certify as follows:

That in accordance with Section 160A-384 of the North Carolina General Statutes, the property owners listed on the attached sheet were notified of the November 16, 2021, public hearing before the Town Council, to be held at 6:00 pm at Ragsdale Civic Center.

That said notification consisted of a written notification letter mailed to each listed property owner or their agent at least 10 and no more than 25 calendar days before the referenced public hearing.

That a sample notification letter and a list of the names of property owners or their agents or occupants of the property to whom notification was sent are attached.

That said notification was mailed from the Jamestown USPS, on October 27, 2021 by First-class mail.

That pursuant to the Town of Jamestown Land Development Ordinance, placards furnished by the Town, indicating the date, time and place of the public hearing before the Town Council, a brief description of the matter being heard, and identifying the land which is the subject of the application, were erected on the property at least 10 and no more than 25 calendar days prior to the public hearing, and further, that said placards have been maintained up to the time of said hearing.

That the placards were posted on October 20, 2021.

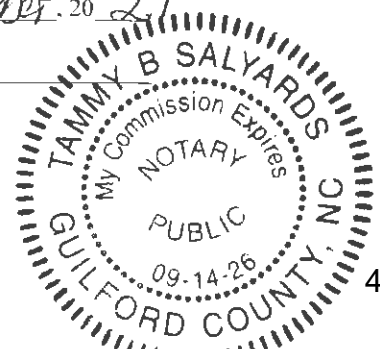
Katie M. Weiner
Town Clerk's Signature

Subscribed and sworn to before me this 27th day of October, 2021

My Commission Expires: 9/14/26

Tammy B Salyards
Notary Public's Signature

Tammy B Salyards
Printed Name of Notary Public



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Public hearing for rezoning request from D.R. Horton

AGENDA ITEM #: II-B

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: October 11, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

A petition for rezoning has been received and reviewed by the Planning Board. The public hearing was opened at the January 25, 2022 regular meeting for the consideration of the rezoning of the parcels located at 2221 Guilford College Rd., 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Rd from AG (Agricultural) to PUD (Planned Unit Development) with a Development Agreement.

As staff have discussed at previous meetings, this rezoning request will also include the adoption of a Development Agreement.

ATTACHMENTS: Rezoning Request, Staff Report, November 2021 Planning Board Minutes, LDO Definition

RECOMMENDATION/ACTION NEEDED: Council may continue, deny, or approve rezoning request.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:



The following items must be submitted with this form before the application may be processed.
Please bring the following items with you when submitting your application form:

1. Copy of survey plat(s) and/or deed(s) or map to the parcel(s) requested for rezoning.
2. Completed *Adjoining Property Owner(s) List* form.
3. Completed *Project Questionnaire* included on page three of the application.
4. A site plan/development plan outlining features of the proposed use of the property (if new construction is proposed). The following items should be included on the plan:
 - Title, preparer, and date of plan
 - Property lines and dimensions
 - Easements affecting the property
 - Physical features such as flood plains
 - Setbacks, dimensions, floor area, and height of all existing and proposed buildings
 - Dimensions and locations of existing and proposed roads, driveways, entrances/exits, and parking areas (please label number of parking spaces on plan)
 - Location and description of site features such as landscaping, lighting, and signage (if proposed).

Additional Notes:

- Following approval of the rezoning application, your project may require additional permits. Please contact the Planning Department to discuss permits that may be required for the construction of your project at (336) 454-1138.
- **BY SIGNING THIS FORM, YOU ARE GRANTING PERMISSION FOR MEMBERS OF THE STAFF OR ANY APPOINTED OR ELECTED BOARD THE RIGHT TO ACCESS YOUR PROPERTY, INCLUDING BUT NOT LIMITED TO THE USE OF UNMANNED AERIAL SYSTEMS TO OVERFLY YOUR PROEPERTY.**
- You (or a designated representative) are strongly encouraged to attend all public hearings for your project. Failure to appear may result in the delay of the application.

Applicant Information

Applicant Name: D.R. Horton, Inc. c/o Isaacson Sheridan
804 Green Valley Road, Suite 200 Greensboro, NC 27408
 Street Address or P.O. Box City/State/Zip Code
336-609-5134 marc@isaacsonsheridan.com
 Home/Work Phone Number Mobile Number Email

Is the applicant the owner of the parcel(s) to be rezoned? Yes No

Owner Information

Owner Name: D.R. Horton, Inc.
2000 Aerial Center Parkway, Suite 110 Morrisville, NC 27560
 Street Address or P.O. Box City/State/Zip Code
 bclunnen@drhorton.com
 Home/Work Phone Number Mobile Number Email

Applicant and Owner Certification and Signature

(If Applicant and Owner are different individuals, both must sign. If Applicant and Owner are the same, please sign as Owner.)

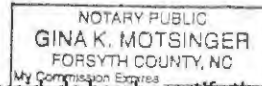
Applicant Signature: _____ Date: _____

I, THE UNDERSIGNED, AM AN OWNER OF THE ABOVE-DESCRIBED PARCEL(S) AND CERTIFY I AM LEGALLY AUTHORIZED TO MAKE THIS APPLICATION FOR REZONING, HAVING THE PERMISSION OF ALL OTHER OWNERS (IF ANY).

Owner Signature: [Signature] Date: 9-27-21

NOTARY STATEMENT

State of NORTH CAROLINA, County of FORSYTH to wit: (SEAL)



GINA K. MOTSINGER a notary public in and for the state and county aforesaid, do hereby certify that
BEN C. LUNNEN whose name(s) is (are) signed to the foregoing
 statement, personally appeared before me in my state and county and acknowledged the same.

My commission expires 1/28/2023
 Given under my hand this 27th Day of SEPTEMBER 2021
 Notary Signature: [Signature] Printed Name of Notary: GINA K. MOTSINGER

Permit Information

Owner Requests Rezoning of the Following Parcel(s):

Parcel #1: 159144 Parcel Size: 27.89 2221 Guilford College Rd, Jamestown, 27282
 Tax Map ID Acres/Square Ft Street Address

Current Parcel Zoning: AG Request to Rezone to: PUD

Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

Owner Requests Rezoning of the Following Parcel(s):

Parcel #2: 159105 Parcel Size: 30.70 5300 Mackay Rd, Jamestown, 27282
 Tax Map ID Acres/Square Ft Street Address

Current Parcel Zoning: AG Request to Rezone to: PUD

Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

Owner Requests Rezoning of the Following Parcel(s):

Parcel #3: 159106 Parcel Size: 384.49 2207 Guilford College Rd, Jamestown, 27282
 Tax Map ID Acres/Square Ft Street Address

Current Parcel Zoning: AG Request to Rezone to: PUD

Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

If you are requesting a Zoning Text Amendment, please provide proposed new language or uses below. Add additional sheets if necessary.

N/A

Adjoining Property Owner(s)

Please list ALL property owner(s) and street address(es) of parcel(s) immediately adjoining AND directly across street(s), road(s), and highway(s) from parcel(s) requested for rezoning.

Tax Map Numbers

SEE ATTACHED

Adjoining Property Owner Street Address of Adjoining Property (if none, list 'Vacant')

Adjoining Property Owner Street Address of Adjoining Property (if none, list 'Vacant')

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Adjoining Property Owner Street Address of Adjoining Property (if none, list 'Vacant')

Adjoining Property Owner Street Address of Adjoining Property (if none, list 'Vacant')

Permit Information

Owner Requests Rezoning of the Following Parcel(s):

Parcel #1: 158765 Parcel Size: 0.6 5303 Mackay Rd, Jamestown, NC 27282
 Tax Map ID Acres/Square Ft Street Address
 Current Parcel Zoning: AG Request to Rezone to: PUD
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

Owner Requests Rezoning of the Following Parcel(s):

Parcel #2: _____ Parcel Size: _____
 Tax Map ID Acres/Square Ft Street Address
 Current Parcel Zoning: _____ Request to Rezone to: _____
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

Owner Requests Rezoning of the Following Parcel(s):

Parcel #3: _____ Parcel Size: _____
 Tax Map ID Acres/Square Ft Street Address
 Current Parcel Zoning: _____ Request to Rezone to: _____
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

If you are requesting a Zoning Text Amendment, please provide proposed new language or uses below. Add additional sheets if necessary.

N/A

Adjoining Property Owner(s)

Please list ALL property owner(s) and street address(es) of parcel(s) immediately adjoining AND directly across street(s), road(s), and highway(s) from parcel(s) requested for rezoning.		Tax Map Numbers
See attached.		
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'vacant')	

Project Questionnaire

Rezoning requests involve analysis by Town staff, Planning Board, and Town Council members. The information provided below will help staff members review the application for compliance with town regulations. The questionnaire will also serve as an introduction to the Planning Board, as a copy of the application will be included in information delivered to each member prior to the meeting date. Please use additional sheets and attach photographs if necessary.

Why are you requesting this rezoning? This rezoning request is being made to develop a high quality, master planned community. The proposed plan includes numerous housing types, site features and uses not permitted in the Agricultural (AG) district.

Please provide a description of the site before and after development (if construction is proposed). At this time, the site is mostly undeveloped with three existing single family homes and associated outbuildings. The proposed community would consist of primarily residential uses with supporting non-residential uses, both public and private. Please see submittal package.

Please describe the operation proposed including number of employees and hours of operation, if applicable. The proposed development is primarily residential. The scope of operations for potential commercial or non-residential uses has not yet been determined.

Please describe how the properties around your site are used (residential, churches, business, schools) and how the proposed project may impact the surrounding area (e.g. noise, traffic, light, impact on environmental or other unique features). All adjoining uses are residential with the exception of one adjoining institutional use, GTCC, and one business use, pet cemetery. Impact will be minimal due to natural and man-made buffers.

Please describe potential impacts on public facilities and infrastructure such as the water/wastewater system, public schools, and roads. The potential roadway impacts were analyzed in the submitted Traffic Impact Analysis associated with this request. The Town has determined it has capacity to provide necessary water and wastewater. Impacts to schools will be gradual due to the projected build out of this project giving Guilford County Schools time to plan and additional tax revenue to accommodate for growth.

Will your project require a permit from other licensing agencies (e.g. NCDENR, NC Department of Transportation, US Army Corps of Engineers, etc). Yes X No If yes, please explain. Yes, all new access points to existing roadway networks will require NCDOT driveway permits. Additionally, stream and wetland crossings or impact will require permits from NCDEQ and/or the Corps of Engineers.

For Town Use Only

Date Application Received: 10/4/21 *Ann C. Hamrick*

Town of Jamestown, North Carolina
301 E. Main St.
Jamestown, NC 27282
(336) 454-1138



Frequently Asked Questions

What is a rezoning? A rezoning is required if the proposed use of your property is not permitted by right or with a Special Use Permit.

What is the process? Applicants submit an application for rezoning to the Planning Department by the second Monday of the month to meet the deadline for the following month's Planning Board meeting. Applications are then considered at a public hearing before the Planning Board which makes a recommendation for consideration by the Town Council.

How long does the process take? The process *typically* takes 2 to 3 months to complete from beginning to end. This time frame can vary if an application requires additional time for review by the Planning Board or Town Council.

What happens during a public hearing? All rezoning applications require two public hearings, one by the Planning Board and one by the Town Council. The NC General Statutes requires that a notice of public hearing be placed in the newspaper. Generally, all property owners within a 500 ft. radius of your property will receive a notice of the date, time and nature of the public hearing and are invited to attend to make public comments.

What can I expect during the meetings? At the time of your public hearing, the meeting chairperson will introduce the item by reading the case summary from the meeting agenda. The Chair will then ask town staff to provide a summary of the application. The applicant and those attendees in support and opposed to the project are then invited to speak.

Why is it important for the applicant to attend both public hearings?

During the public hearing, you (or your representative) will have the opportunity to present your project and respond to questions from Planning Board members and Interested parties in the audience.

Typical Timeline

Step 1. Meet with town staff to discuss your proposed project. Staff members can assist you with the application and answer any questions you may have about the rezoning process.

Step 2. Applications are always due on the second Monday of the month. A non-refundable application fee is due upon submittal.

Step 3. Your application is reviewed by town staff for completeness. Applicants are notified if there are any deficiencies.

Step 4. Complete applications are advertised for public hearing.

Step 5. The Planning Board meeting is held on the 2nd Monday of every month.

Step 6. The Town Council public hearing is scheduled, generally, for the 3rd Tuesday in the following month.

Step 7. Approved applications may proceed with the building permit application process.

Contact Information

You may find the following numbers helpful during your application process:

Planning Department	336-454-1138
Town Manager	336-454-1138
Public Services Department	336-454-1138
Guilford County Health Department	336-641-7777
NC Department of Transportation	336-487-0000
NC Department of Environmental Quality	336-641-3334
NC Department of Motor Vehicles	336-884-1003
NorthState Telecom	336-886-3600
Duke Energy	800-777-9898
Piedmont Natural Gas	800-752-7504
Time Warner Cable	800-892-4357
Utility Location Services	811

Planning Board Members

Eddie Oakley	336-454-1552
Ed Stafford	336-669-5106
Sarah Glanville	336-209-1712
Dennis Sholl	336-454-5902
Russ Walker, Jr.	336-454-4405
Richard Newbill**	336-688-2134
Steve Monroe**	336-454-2881
Robert Lichauer**	336-880-3038
Sherrie Richmond**	336-491-8983

**Denotes ETJ member

TOWN OF JAMESTOWN, NC
CASH RECEIPT

Printed 08:57:47 - 10/04/21

Batch:22984
Transaction:29

Reference Number: ZONING REQUEST

Name: DR HORTON

Address: 2000 AERIAL CENTER PARKWAY
[MORRISVILLE NC 27560]

Item(s) Description:

PERMITS	1545.00
PERMITS	
PERMITS	

Check #

Cash Paid

Credit Paid 1545.00

Less Change Given ()

TOTAL 1545.00

Comments:

zoning request

Survey Description: Parcel A

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:

- 1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
- 3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
- 4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
- 5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
- 6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
- 7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;
- 8) North 04° 56' 17" East 594.17 feet to a Disk Found;
- 9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
- 10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
- 11) North 28° 59' 59" East 145.62 feet to a Disk Found;
- 12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
- 13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence crossing Mackay Road, North 11° 07' 42" East 94.20 feet to the True Point of Beginning being a Disk Found at the intersection at the northern right-of-way line of Mackay Road and the eastern right-of-way line of Guilford College Road; thence along said eastern right-of-way line of Guilford College Road, the following three (3) courses:
 - 1) North 04° 40' 46" West 33.01 feet to a 1/2 Inch Iron Pipe Set;
 - 2) North 33° 57' 12" East 109.13 feet to a Disk Found;
 - 3) North 33° 19' 46" East 50.70 feet to a 1 Inch Iron Pipe Set at the Northwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 3 of Deed Book 6655, Page 621; thence along the northern property line of said Tract 3 of Deed Book 6655, Page 621, South 85° 37' 47" East 715.14 feet to a 1/2 Inch Iron Pipe Set at the western property line of the Jordan Creek Townhomes as shown on Deed Book 7794, Page 812, Deed Book 7562, Page 2780, and Deed Book 777, Page 1762, Plat Book 184, Page 79; thence along said western property line of the Jordan Creek Townhomes, South 04° 42' 07" West 438.75

feet to a 1/2 Inch Iron Pipe Set at said northern right-of-way line of Mackay Road; thence along said northern right-of-way line of Mackay Road, the following seven (7) courses:

- 1) North 77° 42' 15" West 13.49 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 82° 35' 52" West 103.56 feet to a 1/2 Inch Iron Pipe Set;
- 3) North 83° 23' 22" West 153.14 feet to a 1/2 Inch Iron Pipe Set;
- 4) along a curve to the right having a radius of 623.36 feet with a chord bearing and distance of North 67° 48' 28" West 327.83 feet to a Disk Found;
- 5) North 40° 56' 32" West 94.76 feet to a Disk Found;
- 6) North 48° 56' 48" West 63.68 feet to a Disk Found;
- 7) North 56° 02' 43" West 98.31 feet to the True Point of Beginning, containing 6.491 acres.

Survey Description: Parcel B

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- 2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North 01° 40' 29" East 29.54 feet to the True Point of Beginning being a 1/2 Inch Iron Pipe Set; thence continuing along said eastern right-of-way line of Guilford College Road, the following twelve (12) courses:

1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;

2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;

3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;

4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;

5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;

6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;

7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;

8) North 04° 56' 17" East 594.17 feet to a Disk Found;

9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.63 feet to a Disk Found;

10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;

11) North 28° 59' 59" East 145.62 feet to a Disk Found;

12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;

13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Maekay Road the following six (6) courses:

- 1) along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of North 60° 45' 13" West 67.13 feet to a 1/2 Inch Iron Pipe Set;
- 2) South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;
- 3) South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
- 4) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
- 5) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;
- 6) South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the northwestern corner of now or formerly, Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the western property lines of said Kathleen R. Johnson, the following three (3) courses:
 - 1) South 03° 21' 44" West 2.008.41 feet to a 1/2 Inch Iron Pipe Set;
 - 2) South 43° 19' 08" East 395.97 feet to a 1/2 Inch Iron Pipe Set;
 - 3) South 66° 52' 20" East 290.22 feet to a point at the northeastern corner of said William Pearce Johnson, III and wife, Bebe Buice Johnson; thence along the northern property line of said William Pearce Johnson, III and wife, Bebe Buice Johnson, South 84° 38' 28" West 1,481.47 feet to the True Point of Beginning, containing 56.650 Acres.

Survey Description: Parcel C

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence

along said northern right-of-way line of Guilford College Road, the following three (3) courses:

1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:

1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;

2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;

3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;

4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;

5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;

6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;

7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;

8) North 04° 56' 17" East 594.17 feet to a Disk Found;

9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;

10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;

11) North 28° 59' 59" East 145.62 feet to a Disk Found;

12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;

13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road the following six (6) courses:

1) along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;

2) South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;

3) South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;

4) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;

5) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;

6) South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the True Point of Beginning; thence continuing along said southern right-of-way line of Mackay Road, the following five (5) courses:

1) South 82° 35' 52" East 99.01 feet to a 1/2 Inch Iron Pipe Set;

2) South 76° 12' 46" East 95.93 feet to a 1/2 Inch Iron Pipe Set;

3) South 67° 28' 23" East 93.08 feet to a 1/2 Inch Iron Pipe Set;

4) South 58° 54' 46" East 97.47 feet to a 1/2 Inch Iron Pipe Set;

5) South 53° 14' 19" East 69.66 feet to a 1-1/4 Inch Iron Pipe Found at the northwestern corner of now or formerly TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81; thence along the western property line of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81, South 34° 09' 44" East 350.69 feet to a 1 Inch Iron Pipe Found at a western corner of said Tract 1 of Deed Book 6655, Page 621; thence along the western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:

1) South 03° 53' 05" West 1,760.25 feet to a 1/2 Inch Iron Pipe Set;

2) South 20° 25' 54" West 210.60 feet to a point at the northeastern corner of said Tract 2 of Deed Book 6655, Page 621; thence along the eastern property lines of said Tract 2 of Deed Book 6655, Page 621, the following three (3) courses:

- 1) North 66° 52' 20" West 290.22 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 43° 19' 08" West 395.97 feet to a 1/2 Inch Iron Pipe Set;
- 3) North 03° 21' 44" East 2,008.41 feet to the True Point of Beginning, containing 30.698 Acres.

Survey Description: Parcel D

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- 2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;
- 3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry;

thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;
- 2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;
- 3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College

Road, the following thirteen (13) courses:

- 1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
- 3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
- 4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
- 5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
- 6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
- 7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;
- 8) North 04° 56' 17" East 594.17 feet to a Disk Found;
- 9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
- 10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
- 11) North 28° 59' 59" East 145.62 feet to a Disk Found;
- 12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
- 13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road, the following

six (6) courses:

- 1) along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;
- 2) South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;

- 3) South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
- 4) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
- 5) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;
- 6) South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the northeastern corner of now or formerly, Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence continuing along said southern right-of-way line of Mackay Road, the following five (5) courses:
 - 1) South 82° 35' 52" East 99.01 feet to a 1/2 Inch Iron Pipe Set;
 - 2) South 76° 12' 46" East 95.93 feet to a 1/2 Inch Iron Pipe Set;
 - 3) South 67° 28' 23" East 93.08 feet to a 1/2 Inch Iron Pipe Set;
 - 4) South 58° 54' 46" East 97.47 feet to a 1/2 Inch Iron Pipe Set;
 - 5) South 53° 14' 19" East 69.66 feet to a 1-1/4 Inch Iron Pipe Found being the True Point of Beginning, thence continuing along said southern right-of-way line of Mackay Road the following three (3) courses:
 - 1) South 50° 29' 40" East 164.36 feet to a 1/2 Inch Iron Pipe Set;
 - 2) South 50° 25' 53" East 20.16 feet to a 1/2 Inch Iron Pipe Set;
 - 3) along a curve to the left having a radius of 960.00 feet with a chord bearing and distance of South 58° 15' 18" East 261.36 feet to a 1/2 Inch Iron Pipe Set (a #4 Rebar Found North 50° 26' 59" West 3.47 feet off corner) at a northwestern corner of said Tract 1 of Deed Book 6655, Page 621; thence along the western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:
 - 1) South 04° 02' 43" West 36.56 feet to a Stone Found (a 1-1/4 Inch Iron Pipe Found North 11° 08' 06" East 0.19 feet from said Stone Found);
 - 2) North 89° 35' 04" West 165.11 feet to a 1 Inch Iron Pipe Found at an eastern corner of said Kathleen R. Johnson; thence along the eastern property line of said Kathleen R. Johnson, North 34° 09' 44" West 350.69 feet to the True Point of Beginning, containing 0.597 acres.

Survey Description: Parcel E

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to the True Point of Beginning being a 1 Inch Iron Pipe Set; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnerships, recorded as Tract 2 of Deed Book 6655, Page 621; thence along the southern property line of said Tract 2 of Deed Book 6655, Page 621, North 84° 38' 28" West 1481.47 feet to a point at a western corner of said Tract 1 of Deed Book 6655, Page 621, thence along western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:

1) South 03° 53' 05" West 1186.00 feet to a 1 Inch Iron Pipe Set;

2) North 70° 22' 04" West 1,304.11 feet to the True Point of Beginning, containing 27.956 acres.

Survey Description: Parcel F

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to the True Point of Beginning being a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds; thence along said northern right-of-way line of said Guilford College Road, the following three (3) courses:

1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence along the southern and eastern property line of said Johnson, the following two (2) courses:

1) North 70° 22' 04" West 1304.11 feet to a 1 Inch Iron Pipe Set;

2) South 03° 53' 05" West 1186.00 feet to a point at the southwestern corner of now or formerly TTM Family Limited Partnership, a North Carolina Limited Partnership recorded as Tract 2 in Deed Book 6655, Page 621 and the southern most corner of now or formerly Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the eastern property lines of said Kathleen R. Johnson the following Two (2) courses:

1) South 20° 25' 54" West 210.60 feet to a 1/2 Inch Iron Pipe Set;
2) South 03° 53' 05" West 1,760.25 feet to a 1 Inch Iron Pipe Found at the southwestern corner of now or formerly, TTM Family Limited Partnership, A North Carolina Limited Partnership as recorded in Deed Book 8000, Page 81; thence along the southern and eastern property lines of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81, the following Two (2) courses:

1) North 89° 35' 04" West 165.11 feet to a Stone Found (a 1-1/4 Inch Iron Pipe Found North 11° 08' 06" West 0.19 feet from said Stone Found);

2) South 04° 02' 43" West 36.56 feet to a 1/2 Inch Iron Pipe Set at the southern right-of-way line of Mackay Road (S.R. 1549) (a #4 Rebar Found North 50° 26' 59" West 3.47 feet off corner); thence along said southern right-of-way line of Mackay Road, the following fourteen (14) courses:

1) South 67° 45' 40" East 91.38 feet to a 1 Inch Iron Pipe Set;

2) South 68° 32' 44" East 481.35 feet to a 1/2 Inch Iron Pipe Set;

3) South 68° 56' 50" East 100.00 feet to a 1/2 Inch Iron Pipe Set;

4) South 70° 44' 04" East 101.26 feet to a 1/2 Inch Iron Pipe Set;

5) South 73° 06' 37" East 101.15 feet to a 1/2 Inch Iron Pipe Set;

6) South 74° 53' 45" East 102.01 feet to a 1/2 Inch Iron Pipe Set;

7) South 75° 06' 11" East 98.89 feet to a 1/2 Inch Iron Pipe Set;

8) South 75° 41' 01" East 100.11 feet to a 1/2 Inch Iron Pipe Set;

9) South 78° 17' 04" East 102.61 feet to a 1 Inch Iron Pipe Set;

10) South 83° 08' 38" East 101.00 feet to a 1/2 Inch Iron Pipe Set;

11) South 86° 56' 13" East 102.59 feet to a 1/2 Inch Iron Pipe Set;

12) North 89° 31' 17" East 96.75 feet to a 1 Inch Iron Pipe Set;

13) South 01° 50' 08" East 20.00 feet to a Disk Found;

14) North 86° 56' 39" East 369.69 feet to a 1 Inch Iron Pipe Set at the western corner of now or formerly TTM Family Limited Partnership, A North Carolina Limited Partnership as recorded in Deed Book 8000, Page 81 and as Lot 2 of Plat Book 169; thence along the southern property line of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81; thence South 88° 12' 35" East 568.60 feet to a Bent 3/4 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument at the southwestern corner of now or

formerly Adams Farm Community Association, Inc. as recorded in Deed Book 3719, Page 120 and as Common Area of Plat Book 91, Page 46; thence along the southwestern property lines of said Common Area of Plat Book 91, Page 46, the following two (2) courses:

1) South $86^{\circ} 25' 45''$ East 71.44 feet to a Concrete Monument Found (a Bent $3/4$ Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument Found South $57^{\circ} 59' 26''$ East 1.24 feet off-corner);

2) South $40^{\circ} 37' 46''$ West 142.92 feet to a $3/4$ Inch Iron Pipe Found at the northwestern corner of now or formerly Adams Farm Community Association, Inc. as recorded in Deed Book 4279, Page 2162 and as Common Area of Plat Book 110, Page 72; thence along the southwestern property lines of the Common Area of Plat 110, Page 72, the following five (5) courses:

1) South $05^{\circ} 15' 09''$ East 70.09 feet to a $3/4$ Inch Iron Pipe Found;

2) South $63^{\circ} 42' 09''$ East 153.49 feet to a 1 Inch Iron Pipe Found;

3) South $19^{\circ} 33' 51''$ West 193.54 feet to a $3/4$ Inch Iron Pipe Found;

4) South $09^{\circ} 53' 29''$ East 133.70 feet to a 1 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument;

5) South $86^{\circ} 31' 30''$ East 51.80 feet to a $1/2$ Inch Iron Pipe Found at the northwestern corner of now or formerly Lynne F. Garrison as recorded in Deed Book 5779, Page 3039 and Deed Book 4061, Page 2031; thence along the western property lines of said Lynne F. Garrison, the following three (3) courses:

1) South $03^{\circ} 52' 32''$ West 961.09 feet to a 1 Inch Iron Pipe Found (1 foot tall);

2) North $79^{\circ} 18' 01''$ East 126.57 feet to a Stone Found with a P-K Nail;

3) South $04^{\circ} 48' 10''$ West 887.66 feet to a $3/4$ Pinch Top Inch Iron Pipe Found at an area Dedicated to the Public, Town of Jamestown and Guilford County as Drainage Way and Open Space as recorded per Plat Book 123, Page 12; thence along said Drainage Way and Open Space, South $04^{\circ} 50' 16''$ West 360.51 feet to a $1/2$ Inch Iron Pipe Set at the northwestern corner of an area Dedicated to the Public, Town of Jamestown and Guilford County as Drainage Way and Open Space as recorded per Plat Book 123, Page 12; thence along the western property lines of said Drainage Way and Open Space and Common Area and Drainage, Maintenance and Utility Easements per Plat Book 127, Page 69, South $04^{\circ} 50' 04''$ West 650.65 feet to a $1/2$ Inch Iron Pipe Found at the northwestern corner of Lot

277 of Plat Book 127, Page 71; thence along the western property lines of Lots 277, 278, 279, 280, 281, and 282, South $04^{\circ} 51' 26''$ West 516.81 feet (crossing a 1/2 Inch Iron Pipe Found at 14.99 feet, 191.96 feet, 346.81 feet) to a 1 Inch Iron Pipe Set (a 1/2 Inch Iron Pipe Found North $68^{\circ} 14' 19''$ East 0.36 feet off corner) at the northern right-of-way of Hund Case Drive; also being at a northern corner of now or formerly St. Francis Pet Funeral Service and Cemetery, Inc. as recorded in Deed Book 5795, Page 2488 and as Tract 1 of Plat Book 148, Page 16; thence along the western property lines of said St. Francis Pet Funeral Service and Cemetery, Inc., the following five (5) courses:

- 1) North $85^{\circ} 48' 50''$ West 49.64 feet to a 1/2 Inch Iron Pipe Set;
- 2) South $04^{\circ} 48' 46''$ West 196.41 feet to a 1 Inch Iron Pipe Set;
- 3) South $04^{\circ} 12' 51''$ West 45.48 feet to a #4 Rebar Found;
- 4) South $86^{\circ} 03' 30''$ East 50.17 feet to a Bent #4 Rebar Found;
- 5) South $03^{\circ} 50' 13''$ West 425.31 feet to a Bent 1" Iron Pipe Found at the northeastern corner of now or formerly The Trustees of Guilford County Technical Community College as recorded in Deed Book 5988, Page 1797; thence along the northern property line of said The Trustees of Guilford County Technical Community College, North $88^{\circ} 06' 09''$ West 892.83 feet to the True Point of Beginning, containing 287.789 acres.

Survey Description: Parcel G

Intentionally Omitted.

Survey Description: Parcel H

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North $76^{\circ} 39' 57''$ West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College Road and the western right-of-way line of

Jamestown Square Drive; thence along said western right-of-way line of Jamestown Square Drive, South $34^{\circ} 16' 11''$ West 76.88 feet to a 1" Iron Pipe Set at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797; thence along the northern property line of said The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797, North $88^{\circ} 06' 09''$ West 159.26 feet to a 1" Iron Pipe Found with a Cap and Tack at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 7116, Page 540 and Plat Book 171, Page 76; thence along the northern and western property lines of said The Trustees of Guilford Technical Community College as recorded in Deed Book 7116, Page 540 and Plat Book 171, Page 76, the following four (4) courses:

- 1) North $88^{\circ} 06' 09''$ West 402.15 feet to a 1 Inch Iron Pipe Found;
- 2) South $03^{\circ} 26' 52''$ West 470.18 feet (crossing a 1 Inch Iron Pipe Found at 464.85 feet) to a 1 Inch Iron Pipe Found;
- 3) North $85^{\circ} 45' 21''$ West 626.89 feet to a 1 Inch Iron Pipe Found with a Tack,
- 4) South $03^{\circ} 26' 54''$ West 396.13 feet to a 1 Inch Iron Pipe Found at the northeastern corner of now or formerly Davis Family Enterprises, LTD as recorded in Deed Book 6123, Page 2187; thence along the northern property line of said Davis Family Enterprises, LTD, North $86^{\circ} 54' 19''$ West 672.75 feet (Crossing a 1 Inch Iron Pipe Found at 174.15 feet and at 583.73 feet) to a point at the southwestern corner of now or formerly Town of Jamestown as recorded in Plat Book 124, Page 27; thence along said eastern property lines of said Town of Jamestown as recorded in Plat Book 124, Page 27, the following three (3) courses:

- 1) North $09^{\circ} 47' 15''$ West 105.39 feet to a point;
- 2) North $18^{\circ} 29' 10''$ East 355.33 feet to a point;
- 3) North $46^{\circ} 14' 35''$ East 94.68 feet to a point at the southeastern corner of now or formerly Town of Jamestown as recorded in Plat Book 128, Page 115; thence along said eastern and northern property lines of said Town of Jamestown as recorded in Plat Book 128, Page 115, the following six (6) courses:

- 1) North $46^{\circ} 14' 35''$ East 58.09 feet to a point;
- 2) North $65^{\circ} 32' 45''$ East 141.11 feet to a point;

3) North $51^{\circ} 15' 00''$ East 289.95 feet to a point;
4) North $40^{\circ} 53' 50''$ East 274.42 feet to a point;
5) North $41^{\circ} 49' 30''$ East 204.09 feet to a point;
6) North $56^{\circ} 29' 30''$ West 273.90 feet (crossing a 1 Inch Iron Pipe Set at 50.00 feet) to a 1 Inch Iron Pipe Set at the northeastern corner of now or formerly Johnson / Liberty LLC as recorded in Deed Book 433, Page 992 and Plat Book 128, Page 115, said 1 Inch Iron Pipe Set being North $34^{\circ} 32' 15''$ East 4.52 feet from a Disturbed Stone Found; thence along the northern property lines of said Johnson / Liberty LLC and Lots 124, 125, 126, 129 and 130 of said Plat Book 128, Page 115 and Lots 119 and 120 of Plat Book 128, Page 114, North $56^{\circ} 29' 30''$ West 1,266.64 feet (crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 130 at 559.84 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 129 at 660.76 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 126 at 761.68 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 125 at 904.52 feet, and a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 119 at 1,131.47 feet) to a 1 Inch Iron Pipe Found at a northern corner of said Lot 119; thence along the northern property lines of said Lot 119 and Lots 107, 108, 109, 110, 111, 112, 113, 114, 115 and 118 of said Plat Book 128, Page 114, the following seven (7) courses:

- 1) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $50^{\circ} 48' 07''$ West 131.44 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 118;
- 2) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $46^{\circ} 46' 02''$ West 75.55 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 115;
- 3) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $43^{\circ} 10' 22''$ West 108.87 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 114;
- 4) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $38^{\circ} 59' 15''$ West 105.83 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 113;

5) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 34° 08' 56" West 142.37 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 112;

6) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 30° 47' 22" West 29.96 feet to a 1 Inch Iron Pipe Found at a northern corner of Lot 112;

7) South 56° 29' 24" East 694.88 feet (crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 111 at 112.46 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 110 at 245.58 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 109 at 345.79 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 108 at 446.00 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 107 at 574.80 feet, and crossing a 1 Inch Iron Pipe Found at the northwestern corner of said Lot 107 at 682.81) to a 1 Inch Iron Pipe Found at the eastern right-of-way line of College Road; thence along said eastern right-of-way line of College Road, the following seven (7) courses:

1) North 39° 34' 26" East 96.59 feet to a 1 Inch Iron Pipe Set;

2) South 50° 25' 34" East 20.34 feet to a 1 Inch Iron Pipe Set;

3) North 39° 34' 26" East 81.85 feet to a Disk Found;

4) along the arc of a curve to the right having a radius of 705.38 feet with a chord bearing and distance of North 42° 11' 28" East 190.32 feet to a Disk Found;

5) North 50° 04' 29" East 68.80 feet to a Disk Found;

6) South 70° 32' 19" East 15.03 feet to a Disk Found;

7) North 3° 12' 42" East 51.39 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162; thence along the southern property line of said William Pearce Johnson, III and wife Bebe Buice Johnson, South 70° 22' 04" East 192.10 feet to 1 Inch Iron Pipe Set at the southern right-of-way line of said Guilford College Road; thence along said southern right-of-way line of said Guilford College Road, the following seven (7) courses:

1) along the arc of a curve to the left having a radius of 1,066.27 feet with a chord bearing and distance of South 35° 25' 24" East 501.63 feet to a Disk Found;

- 2) along the arc of curve to the left having a radius of 1,704.09 feet with a chord bearing and distance of South 53° 26' 25" East 239.08 feet to a Disk Found;
- 3) South 55° 42' 46" East 1,830.25 feet (crossing a Disk Found at 242.81 feet) to a Disk Found;
- 4) South 34° 17' 14" West 119.94 feet to a Disk Found;
- 5) South 56° 23' 52" East 805.99 feet to a 1 Inch Iron Pipe Set Found;
- 6) South 56° 23' 39" East 218.84 feet to the True Point of Beginning, containing 55.770 acres.

Survey Description: Parcel J

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 76° 39' 57" West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College Road and the western right-of-way line of Jamestown Square Drive; thence along said southern right-of-way line of Guilford College Road and the northern property line of now or formerly TTM Family Limited Partnership, a North Carolina Limited Partnership as recorded in Deed Book 6655, Page 621, Tract 2, the following six (6) courses:

- 1) North 56°23'39" West 218.84 feet to a 1 Inch Iron Pipe Set;
- 2) North 56° 23' 52" West 805.99 feet to a Disk Found;
- 3) North 34° 17' 14" East 119.94 feet to a Disk Found;
- 4) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 1,476.38 feet and 2,405.77 feet) to a Disk Found;
- 5) along the arc of a curve to the right having a radius of 1,704.09 feet with a chord bearing and distance of North 53° 26' 25" West 239.08 feet to a Fisk Found;
- 6) along the arc of a curve to the right having a radius of 1,066.27 feet with a chord bearing and distance of North 35° 25' 254" West 501.63 feet to the True Point of Beginning; thence along a northern property line of said TTM Family Limited Partnership, North 70° 22' 04"

West 192.10 feet to a 1 Inch Iron Pipe Set in the eastern right-of-way line of Guilford Road; thence along said eastern right-of-way line of Guilford Road, North $73^{\circ} 12' 42''$ East 150.70 feet to a Disk Found at the intersection of said eastern right-of-way line of Guilford Road and said southern right-of-way line of Guilford College Road, thence along said southern right-of-way line of Guilford College Road, a curve to the left having a radius of 1,066.27 feet with a chord bearing and distance of South $18^{\circ} 43' 07''$ East 115.33 feet to the True Point of Beginning, containing 0.197 Acres.

Survey Description: Parcel K

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North $76^{\circ} 39' 57''$ West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College Road and the western right-of-way line of Jamestown Square Drive; thence along said western right-of-way line of Jamestown Square Drive, South $34^{\circ} 16' 11''$ West 76.88 feet to a 1" Iron Pipe Set at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797; thence crossing Jamestown Square Drive, South $88^{\circ} 06' 09''$ East 116.54 feet to a 1 Inch Iron Pipe Found at the eastern right-of-way line of Jamestown Square Drive, said 1 Inch Iron Pipe Found being the True Point of Beginning; thence along said eastern right-of-way line of Jamestown Square Drive, North $34^{\circ} 16' 11''$ East 15.62 feet to a Disk Found at the intersection of said eastern right-of-way line of Jamestown Square Drive and said southern right-of-way line of Guilford College Road; thence along said southern right-of-way line of Guilford College Road, South $56^{\circ} 23' 39''$ East 25.10 feet to a 1 Inch Iron Pipe Set at a northern corner of said The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797; thence along a northern property line of said The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797, North $88^{\circ} 06' 09''$ West 29.72 feet to the True Point of Beginning, containing 0.005 acres or 196 square feet.



LAND USE DESCRIPTION 9/29/2021

DEVELOPED AREAS		PLANNED USE	PRODUCT	ALTERNATE USE
AREA 1	44.1	Single Family and/or Townhouses	Single Family, Townhouses, Apartments and/or Commercial	
AREA 2	24.2	Neighborhood Amenity and/or Commercial	Neighborhood Amenity, Commercial, Single Family and/or Townhouses	
AREA 3	21.4	Townhouses and/or Single Family	Apartments and/or Commercial	
AREA 4	6.0	Single Family and/or Townhouses	Commercial	
AREA 5	33.3	Single Family and/or Townhouses	Apartments and/or Commercial	
AREA 6	57.4	Single Family	Townhouses	
AREA 7	46.0	Single Family	Townhouses	
AREA 8	21.6	Apartments	Single Family, Townhouses and/or Commercial	
AREA 9	47.1	Public Trails	Commercial and/or Civic/Institutional	
AREA 10	2.1	Townhouses and/or Neighborhood Amenity	Commercial	
TOTAL	305.60			

SITE CONSTRAINTS	
ROAD SIDE BUFFER	NOT YET CONFIGURED
FLOOD PLAN	NOT YET CONFIGURED
CREEK BUFFERS	NOT YET CONFIGURED
WETLANDS	NOT YET CONFIGURED
SLOPES	NOT YET CONFIGURED
OTHER	NOT YET CONFIGURED
TOTAL	0.00

ACCESS POINTS TO BE DETERMINED BY NCDOT



AFFIDAVIT OF NOTICE

REGARDING NOTIFICATION REQUIREMENTS FOR Town Council Public Hearing Rezoning Request D.R. Horton

2221 Guilford College Rd, 5300 Mackay Rd, 2207 Guilford College Rd, 5303 Mackay Rd located on Guilford County Tax Map/Parcel(s), and

PIN#(s) 159144, 159105, 159106, 158765

Check box if additional sheets are attached:

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD, to-wit:

I Nancy Avery, the undersigned, being first duly sworn, do hereby depose and certify as follows:

That in accordance with Section 160A-384 of the North Carolina General Statutes, the property owners listed on the attached sheet were notified of the January 25, 2022, public hearing before the Town Council, to be held at Civic Center at 6:00 pm.

That said notification consisted of a written notification letter mailed to each listed property owner or their agent at least 10 and no more than 25 calendar days before the referenced public hearing.

That a sample notification letter and a list of the names of property owners or their agents or occupants of the property to whom notification was sent are attached.

That said notification was mailed from the Jamestown USPS, on Jamestown 11, 2022 by First Class mail.

That pursuant to the Town of Jamestown Land Development Ordinance, placards furnished by the Town, indicating the date, time and place of the public hearing before the Town Council, a brief description of the matter being heard, and identifying the land which is the subject of the application, were erected on the property at least 10 and no more than 25 calendar days prior to the public hearing, and further, that said placards have been maintained up to the time of said hearing.

That the placards were posted on January 11, 2022.

Nancy Avery
Interim Town Clerk's Signature

Subscribed and sworn to before me this 11th day of January, 2022.

My Commission Expires: February 20, 2027

Elizabeth T. Greeson
Notary Public's Signature

Elizabeth T Greeson
Printed Name of Notary Public





Town Council Hearing Date: October 11, 2022

GENERAL INFORMATION

Applicant: D.R. Horton, Inc. c/o Isaacson Sheridan
804 Green Valley Rd, Suite 200
Greensboro, NC 27408

Request: Request for rezoning of the following parcels:

- 2221 Guilford College Rd. (Parcel #159144) Approx. 27.96 ac +/- . From AG to PUD
- 5300 Mackay Rd. (Parcel #159105) Approx. 30.70 ac +/- . From AG to PUD
- 5303 Near Mackay Rd. (Parcel #158765) Approx. 0.6 ac +/- . From AG to PUD
- 2207 Guilford College Rd. (Parcel #159106) Approx. 287.79 ac +/- . From AG to PUD
- 2207 ZZ Guilford College Rd (#234679)* Approx. 6.49 ac +/- . From AG to PUD
- 2207 Guilford College Rd (#234678)* Approx. 56.65 ac +/- . From AG to PUD
- 808 Guilford Rd (#234677)* Approx. 55.77 ac +/- . From AG to PUD
- 808 ZZ Guilford Rd (#234680)* Approx. 0.2 ac +/- . From AG to PUD

*These parcels were originally grouped with the previously advertised parcels and have since been assigned new parcel numbers by Guilford County. No additional land has been added since the original request.

Conditions: 1) Development agreement to be approved concurrently with Council review of the rezoning request.

Location: Generally, corner of Mackay Rd. and Guilford College Rd. (exact parcels listed above).

Parcel ID#: 159144, 159105, 158765, 159106, 234679, 234678, 234677, 234680

Public Notice Mailed: October 27, 2021 (Annexation)
January 11, 2022 (Rezoning and Development Agreement)
September 23, 2022 (Readvertised Annexation, Rezoning, and Dev. Agreement)

Tract Size: The total of all tracts is approximately 466.67 +/- acres (per survey). The acreage may be slightly less per Guilford County GIS, but the survey is considered the most accurate instrument.

Topography: Generally rolling, multiple creeks bisect the property and slopes run generally lower to the south and west of the property.

Vegetation: Forested areas and pastures are found throughout the property. Developed with three single-family residential homes and supporting farm infrastructure.

TRC Review: TRC reviewed the proposed rezoning application on 10/22/2021 for compliance with both the 2007 Land Development Plan and the 2021

Comprehensive Plan (which was adopted on 10/19/2021). The staff found that the rezoning request met the intent of both plans and feels that the request is consistent with both plans. The staff recommended that the addition of a condition requiring the adoption of a Development Agreement between the Town and D.R. Horton be considered concurrently with the rezoning request at the Town Council hearings. D.R. Horton has agreed and each parties’ attorneys will work to craft that agreement for presentation to the Town Council at a subsequent meeting.

SITE DATA.

Existing Use: Generally vacant with three single-family residential home sites and associated farm infrastructure.

Adjacent Uses:

	Adj. Zoning	Adjacent Land Uses
North	AG, CZ-MFR	Agriculture, Conditional Zoning - Multi-family residential and other properties located in the City of Greensboro.
South	SFR, CIV/CO, CIV, CZ-AG	Single-family residential, Civic – Campus Overlay, Civic, and Conditional Zoning - Agricultural
East	AG, SFR	Agriculture, Single-family residential and other properties located within the City of Greensboro.
West	SFR	Single-family residential

Zoning History:

Case #	Date	Summary
2020-01	Feb. 2021	This site was previously the subject of a rezoning request in 2020 by Diamondback Investment Group. The rezoning request was denied by the Town Council in Feb. 2021 after the Planning Board recommended denial in November 2020.
2021-01	Nov. 8, 2022	The Planning Board unanimously recommended approval of the rezoning application to the Town Council, subject to (i) the site-specific master development plan submitted to the Planning Board shall be approved by Town Council; (ii) a Development Agreement shall be approved by Town Council; (iii) the permitted residential density will be as determined by Town Council as part of the site specific master development plan and subject to a Development Agreement; and (iv) any variance in signage from the LDO standards shall be approved by Town Council and subject to the Development Agreement.

SPECIAL INFORMATION

Overlay Districts: Portions of this site are currently subject to the scenic corridor overlay district. In addition, the property is subject to watershed regulations, which all parcels in Jamestown are subject to.

Environmental:

Watershed: Randleman Lake GWA
Floodplains: Site is encumbered by floodplains on a portion of the property per FEMA maps.
Streams: There appear to be several streams throughout the property in question.
Other: N/A

Utilities: Public Water and Sanitary Sewer are available near or on this site.

Landscape Requirements: Landscaping requirements shall comply with the adopted Development Agreement, any subsequent site-specific master plan, and/or the Land Development Ordinance.

Tree Conservation Areas (TCA): TCA requirements shall be per the adopted Development Agreement, any site-specific master plan, and/or the Land Development Ordinance.

Open Space: Open Space requirements shall be per the adopted Development Agreement, any site-specific master plan, and/or the Land Development Ordinance.

Transportation:

Street Classification: Guilford College Rd. and Mackay Rd. – both are Major Thoroughfares
Site Access: Guilford College Rd. and Mackay Rd.
Traffic Counts: Counts are 2018 data: 16,000 ADT on Guilford College Rd. between Mackay Rd. and Guilford Rd. per NCDOT; 4,800 ADT on Mackay Rd. per NCDOT and 6,500 ADT on Guilford College Rd. between Guilford Rd. and W. Gate City Blvd. per NCDOT.
Sidewalks: Existing along Guilford College Rd. Extension of sidewalks will be required by the Jamestown LDO and/or the Development Agreement or any site-specific master plan.
Transit: Not currently serviced by transit.
Traffic Impact Study: A TIS was completed by Diamondback Investment Group in 2020 and is currently being updated by D. R. Horton in conjunction with NCDOT.
Street Connectivity: N/A
Other: N/A

IMPACT ANALYSIS

Land Use Compatibility and Envision Jamestown Comprehensive Plan

Section 2. OUR VISION FOR THE FUTURE

Envision Jamestown Comprehensive Guiding Principles Applying To This Proposal

Guiding Principle #1: Jamestown will actively facilitate high-quality growth that is both compatible with the Town’s traditional development pattern and innovative in how it meets the needs of our diverse and dynamic community.

- Establish objective design standards that achieve the aesthetic and superior construction quality that is expected by the community to enhance value and quality of life.
- Implement subdivision standards that facilitate growth in a manner that achieves the Town’s desired urban development pattern and quality of public infrastructure.
- Ensure that infill development is compatible with its surroundings, from both a use and aesthetic perspective.
- Avoid the introduction of generic and monotonous development styles (both site development patterns and architecture) that detract from Jamestown’s unique sense of place and small town charm.

Guiding Principle #2: As the strength of our community is directly tied to the long-term success of our neighborhoods, we will work diligently to promote and maintain the quality of life and aesthetic standards that our residents expect in Jamestown.

- Prevent the emergence of blighting influences and public nuisances in residential areas through proactive code enforcement.
- Protect established neighborhoods from encroachment by adjacent incompatible land uses through the appropriate application of zoning regulations.
- Invest in neighborhood infrastructure improvements that supports a high quality of life for residents.
- Ensure that Jamestown’s residents have access to housing that is appropriate for all stages of life and family situations, including housing to allow older residents to “age in place.”

Guiding Principle #4: The ability to safely walk and ride a bicycle throughout the Town is critical to maintaining our community’s high quality of life. We will ensure that our community is well-connected with the necessary infrastructure to support walking and biking as an important mode of transportation for all residents.

- Develop an updated bicycle and pedestrian plan to guide future infrastructure and safety improvements.
- Expand Jamestown’s greenway network and seek partnerships to develop connections to regional trail systems, with a focus on developing a connection between Main Street, Oakdale Mill, and Penny Road to connect to the Bicentennial Greenway.
- Provide every neighborhood in Jamestown with connections to a pedestrian system that will allow them to walk safely to any other destination in the community.
- Proactively implement pedestrian and bicycle safety improvements at major intersections and along the Town’s primary transportation corridors.

- Ensure that equitable access to pedestrian infrastructure is provided to residents on both sides of the railroad as well as both the eastern and western portions of Main Street.

Guiding Principle #6: Every neighborhood in Jamestown will have convenient access to a wide variety of public parks, natural open spaces, and other recreational opportunities that meet the diverse needs, abilities, and desires of our residents.

- Require the development and dedication of neighborhood parks in conjunction with all new residential development.
- Establish a greenway trail and water access along the Deep River.
- Develop neighborhood scale parks in existing residential areas that lack convenient access to recreational amenities.
- Ensure that all of Jamestown’s neighborhoods have safe pedestrian and bicycle access to local parks.

Guiding Principle #7: The Town will continue its tradition of providing cost-effective and efficient public services and high-quality infrastructure that meets the needs and exceeds the expectations of the community.

- Finalize long-term plans for the collection of solid waste.
- Ensure that the Town has sufficient water and sewer capacity to meet the service demands that will accompany new growth.
- Ensure that the Town has adequate staffing levels in all departments to carry out their missions and efficiently enact Town policies.
- Develop public facilities that enable the Town to effectively carry out its mission of public service.

Guiding Principle #9: We will work diligently with our partners in law enforcement and emergency services to ensure that Jamestown has the resources to maintain a high level of public safety for our residents.

- Maintain the Town’s strong law enforcement partnership with the Guilford County Sheriff’s Department.
- Ensure that the Town’s contracted fire protection service has adequate resources to meet the community’s anticipated needs for emergency response.
- Ensure that the residents of Jamestown have access to timely and high-quality emergency medical care.
- Mitigate hazards to the community from both natural and man-made sources through the adoption and enforcement of adequate public safety regulations.

Guiding Principle #10: Jamestown is a welcoming and inclusive community that values the benefits of diversity in all aspects of the Town and its residents.

- Expand the capacity of the Town and its partners to provide opportunities for community focused social events that bring people from all walks of life together.
- Develop and encourage participation in new activities and organizations that foster civic engagement.

- Promote the development (and retention) of a wide range of housing types that meet the needs of current and future residents of all ages, abilities, family compositions, and socioeconomic backgrounds.
- Ensure that residents of the ETJ are included and consulted on matters that affect their neighborhoods, and encourage their participation in the social and civic life of Jamestown.

Guiding Principle #11: The quality and health of the natural environment is as important to our community as the quality of the built environment, and we will work to preserve and protect these vital resources.

- Protect and preserve mature trees and tree stands from removal in conjunction with land development activity, and promote the growth of healthy forests in the community.
- Protect riparian areas from encroachment by development to preserve water quality and natural habitats.
- Protect contiguous and connected tracts of open space from development to preserve wildlife habitat, protect the environment, and provide passive recreation opportunities.
- Retain the Town’s designation as a “Tree City” through the Arbor Day Foundation.

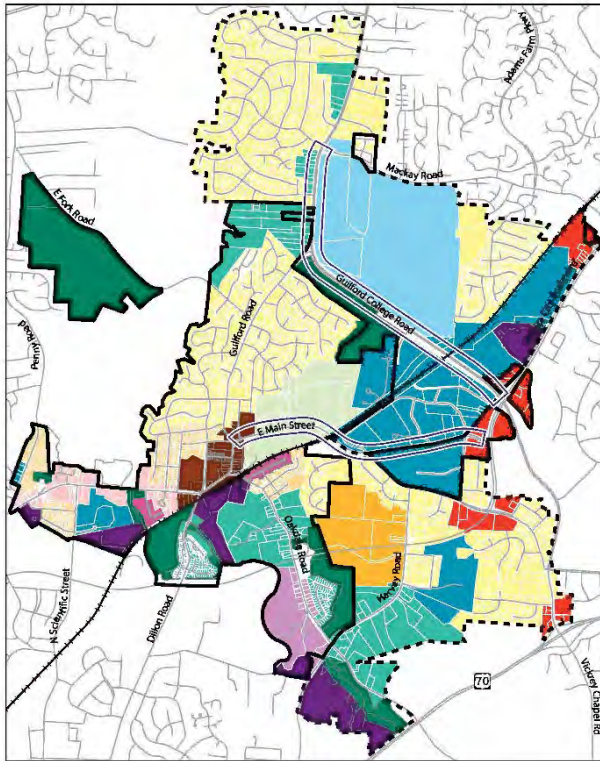
Guiding Principle #12: Our local transportation network will move people and goods throughout the community in a context sensitive manner that prioritizes safety over speed, provides significant internal connectivity, and facilitates access to the regional network.

- Utilize the opening of the Jamestown Bypass to re-imagine the role of Main Street, with a focus on enhancing its safety and comfort for bicyclists and pedestrians (including those who use mobility assistance devices) through measures such as reducing the speed limit through the core of the town.
- Continue to work with the NCR and Norfolk Southern on improving the safety of the Town’s rail crossings for both drivers and pedestrians.
- Improve Jamestown residents’ access to regional transit options.
- Ensure that new development provides adequate internal and external transportation connectivity and provides reasonable mitigation of traffic impacts.

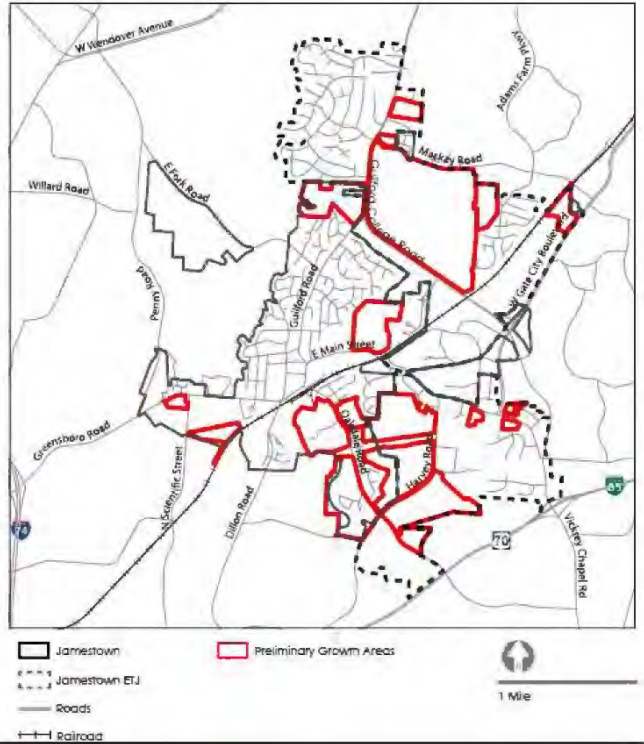
Section 3. FUTURE LAND USE

Growth Area Analysis. The Envision Jamestown Comp Plan indicates that the property in question is located in a Preliminary Growth Area. This designation is based primarily on the availability of developable land as well as current use, parcel size, potential assemblage with adjacent development tracts, access to major transportation routes, utility infrastructure, and the nature of adjacent development.

Future Land Use Map and Categories. The future land use map identifies these parcels future land use as “Mackay-Guilford”. The 2020 Land Development Plan defines “Mackay-Guilford” as:



Map 3 Preliminary Growth Areas



MACKAY-GUILFORD: The Mackay-Guilford future land use classification is applied to the largest single undeveloped property in Jamestown’s planning jurisdiction. As one of the premier potential development tracts in the Triad, this property is expected to experience significant development interest in the near future. Given the size and prominent location of this tract, the Town is expecting a development plan for the site that is designed in a manner to create an integrated, walkable, and mixed-use neighborhood that contains a wide range of housing options and a central community focal point where residents can easily access neighborhood scale retail, dining, and service uses within a short walk or bike ride of their homes. With an abundance of land resources, it is expected that the future development of this tract will provide significant amounts of open space for both recreational use and for the preservation of critical habitats that exist on the property. It is also expected that the development of this area will preserve the most important aspects of the historic landscape - connecting the past to the future. The resulting development of Mackay-Guilford is expected to yield a complementary and enduring addition to the Jamestown community that respects the history, character, and aesthetic quality of the Town.

Section 4. OUR COMMUNITY

Livability (Housing). The AARP Livability Index defines housing livability by examining housing accessibility, multi-family availability, housing affordability, the cost burden of housing, and subsidized housing. Jamestown does poorly in this category, scoring below the national average and most of its peer communities. Of particular note is the indicator that Jamestown scores in the bottom third of the country: housing affordability (cost burden). This is primarily attributed

to an attribute that Town residents have generally spoken positively about - its high housing values. The Town also scores poorly in housing options, as the Town is composed primarily of single family homes. This indicator will probably increase slightly with the upcoming development of additional multi-family housing (Millis and Main).

Housing. In Jamestown, about 75% of the housing units are single family homes and about one quarter of the units are multi-family homes. The majority of all housing in the Town (71%) is occupied by its owner. This is higher than the region overall, which averages between 50% and 59% owner occupancy. This is also higher than the State’s average owner occupancy rate of 65.2%. Despite the development of more than 300 housing units between 2010 and 2019, there is also a very low vacancy rate in Jamestown. Typically, when less than 5% of a Town’s housing stock is vacant, this indicates a demand for new housing. In Jamestown, only 1.6% of all housing units are vacant. This is striking, particularly when looking at vacancy rates for the region, which range from 10% to 15%.

Current Zoning Map. While reviewing the current zoning tools available to the Town, the Envision Jamestown Comp Plan has the following to say regarding Planned Unit Development districts (PUDs) on page 66:

During the development of the plan, the Town also adopted a new Planned Unit Development district that is intended to be used as a tool to permit the design and development of innovative and integrated neighborhoods on a larger scale than can be adequately regulated by the conventional regulatory structure of the general zoning districts. Such developments will typically include a wider range of housing types than is typically seen in most conventional residential developments, and will generally include some nonresidential uses in a centralized area that is connected to the overall development. Planned Unit Developments also will typically include an integrated transportation network, with robust facilities provided for bicyclists and pedestrians, along with significant amounts of open space and recreational amenities.

Historic Assets. The Town has a number of historic assets, included in this is the Futrell-Mackay-Armstrong house (Located at 2207 Guilford College Rd #234678). The Comprehensive Plan is clear that Jamestown should work to preserve its cultural and historic resources. The Development Agreement calls for the applicant to work with historic preservation organizations to restore or preserve aspects from on-site historic structures, including the Futrell-Mackay-Armstrong House, and incorporate them into community amenities.

CONFORMITY WITH OTHER PLANS

Town Plans: N/A
Other Plans: N/A

STAFF COMMENTARY AND PROJECT OVERVIEW:

The parcels in this proposal are located in a preliminary growth area, the applicant request is to rezone the parcels from Agriculture (AG) to Planned Unit Development (PUD), consisting of

primarily residential uses and neighborhood amenities with commercial areas limited to the same uses as the existing Main Street (MS) and Main Street Transitional (MST) zoning. The proposal is contingent on a Development Agreement to be approved concurrently with Council review of the rezoning request. An analysis has been completed on the fire, police, sewer, solid waste, and water capacity and have been found to be sufficient.

The TRC met in October 2021, and found that the rezoning and found it to be compliant with the Envision Jamestown Comprehensive Plan. Staff discussed the need for a development agreement outlining the specific nature of the proposed development for consideration by the Town Council.

In September 2021, a community planner/architecture/land design firm (Seth Harry & Associates) was hired to assist the Town with public engagement related to the property locally known as “Johnson Farm”. The property was purchased by D.R. Horton in July 2021, and was kept aware of the Town’s intent to engage the public via this process. The public engagement workshops hosted by Seth Harry in September were the first steps in the development process. A set of Guiding Principles were derived from the Public Community Planning and Design Workshop, based on documented community preferences, as measured by both in-person and online surveys taken during that process, with reference to specific issues and features. These Guiding Principles have been incorporated in many places in the Development Agreement.

In November 2021, the Planning Board unanimously recommended approval of the rezoning application to the Town Council, subject to (i) the site-specific master development plan submitted to the Planning Board shall be approved by Town Council; (ii) a Development Agreement shall be approved by Town Council; (iii) the permitted residential density will be as determined by Town Council as part of the site specific master development plan and subject to a Development Agreement; and (iv) any variance in signage from the LDO standards shall be approved by Town Council and subject to the Development Agreement.

The Town Council’s role is to work with the developer through each respective parties’ attorney to encapsulate the desires of the community (to the maximum extent possible) to create a development agreement that will guide the development of this property.

****All dates, locations and times will be advertised according to North Carolina law.****

WRITTEN RECOMMENDATION ADDRESSING COMPREHENSIVE LAND USE PLAN CONSISTENCY:

Effective October 1, 2017, state law has changed regarding the adoption of “consistency statements” when amending zoning ordinances. I have attached the UNC School of Government’s blog on the topic for your review. However, I thought I would pull some of the pertinent information out and place it below in a bulleted format:

- Boards are not required to take action that is consistent with an adopted Land Development Plan (aka – Comprehensive Plan or “Comp” Plan). They only need to consider what it says.
- The Council and Planning Board **must** adopt a statement that addresses plan consistency when considering zoning ordinance amendments.
- The adopted statement **may not be** something simple like “we find the request to be consistent/inconsistent with adopted policies”. Rather, it must say **how/why** the Council feels as it does.
- The consistency statement must include some modest discussion and explanation about the Planning Board and Council’s feelings on their actions. In other words, the statement should not be crafted beforehand by staff.
- The new law states that the Council must make their statement conform to one of three forms:
 - A statement approving the proposed zoning amendment and describing its consistency with the plan;
 - A statement rejecting the proposed zoning amendment and describing its inconsistency with the plan; or
 - A statement approving the proposed amendment and declaring that this also amends the plan, along with an explanation of the change in conditions to meet the development needs of the community that were taken into account in the zoning amendment.
- Each consistency statement **must** include an **explanation of why the board deems the action to be reasonable and in the public interest.**

All amendments must now follow this approach:

- 1) Consideration of the proposed zoning amendment and public hearing.
- 2) Deliberation by the Board.
- 3) Motion on consistency/inconsistency with the Land Development Plan (Comp Plan).
 - a. ***If the Board finds that the proposed amendment is inconsistent with the Comp Plan, but wishes to approve the amendment, it must also make a motion (separately) to amend the Comp Plan to conform to the amendment.*** The same is true if the Board finds that a proposed amendment is consistent with the Plan, yet wishes to deny the amendment.
- 4) Motion to approve/deny the zoning amendment.

A sample format is provided on the following pages.

MOTION
FINDING PROPOSED AMENDMENT CONSISTENT WITH COMP PLAN

I make a motion that the proposed zoning amendment **be approved** based on the following:

1. *The proposed zoning amendment is consistent with the adopted comprehensive plan of the Town of Jamestown.* The Planning Board further finds that the proposed zoning amendment is consistent with the comprehensive plan because:_____.

AND

2. *The proposed zoning amendment is reasonable.* The Planning Board considers the proposed zoning amendment to be reasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be reasonable is adopted by reference.

B. The Planning Board further finds that the proposed zoning amendment is reasonable because:_____.

AND

3. *The proposed zoning amendment is in the public interest.* The Planning Board considers the proposed zoning amendment to be in the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be in the public interest is adopted by reference.

B. The Planning Board further finds that the proposed zoning amendment is in the public interest because:_____.

[Call for second etc .]

MOTION
FINDING PROPOSED AMENDMENT INCONSISTENT WITH COMP PLAN

I make a motion that the proposed zoning amendment **be rejected** based on the following:

1. *The proposed zoning amendment is not consistent with the adopted comprehensive plan of the Town of Jamestown.* The Planning Board finds that the proposed zoning amendment is inconsistent with the comprehensive plan because:_____.

AND/OR

2. *The proposed zoning amendment is not reasonable.* The Planning Board considers the proposed zoning amendment to be unreasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be unreasonable is adopted by reference.

B. The Board further finds that the proposed zoning amendment is unreasonable because:_____.

AND/OR

3. *The proposed zoning amendment is in the public interest.* The Board considers the proposed zoning amendment to be against the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be against the public interest is adopted by reference.

B. The Board further finds that the proposed zoning amendment is against the public interest because:_____.

[Call for second etc. .]

**MOTION
TO APPROVE
ZONING AMENDMENT
(EVEN IF INCONSISTENT WITH COMP PLAN)**

I make a motion that the proposed zoning amendment **be approved** based on the following:

1. *Even though the proposed zoning amendment is inconsistent with the adopted comprehensive plan of the Town of Jamestown, a change in conditions in meeting the development needs of the community has occurred since plan adoption.* These changes include:

_____.

Furthermore, the Board finds that the proposed zoning amendment meets the development needs of the community because:_____

AND

2. *The proposed zoning amendment is reasonable.* The Board considers the proposed zoning amendment to be reasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be reasonable is adopted by reference.

B. The Board further finds that the proposed zoning amendment is reasonable because:_____.

AND

3. *The proposed zoning amendment is in the public interest.* The Council considers the proposed zoning amendment to be in the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be in the public interest is adopted by reference.

B. The Board further finds that the proposed zoning amendment is in the public interest because:_____.

AND

4. By approving this motion, the Board also recommends that the Town Council also hereby amends the Town of Jamestown Land Development Plan (comprehensive plan) to reflect the approved zoning amendment.

[Call for second etc .]

Zoning Staff Report prepared for the Town of Jamestown Planning Department by Anna Hawryluk, AICP.

**Planning Board Meeting
November 8, 2021
Civic Center
Minutes and General Account**

Planning Board Members Present: Sarah Glanville, Chair; Ed Stafford, Vice Chair; Dennis Sholl, Jane Walker Payne, Russ Walker, Jr., Donald Dale, Jr., (ETJ) Robert Coon (ETJ), Sherrie Richmond (ETJ), Cara Arena (ETJ).

Town Council Representative Present: Rebecca Mann Rayborn

Staff Present: Dave Treme, Town Manager; Matthew Johnson, Planning Director; Anna Hawryluk, Planner; Katie Weiner, Town Clerk; Nancy Avery, Interim Town Clerk

Visitors Present: Shanna Moore, Elizabeth Ward, Eddie Oakley, Tom Tervo, Brad Yoder, Tim Hess-Timmons, Sandra Janssen, James Lutzweiler, Bob Dischinger, Ryan Moats, Peggy Levi, Norma Marshall, Carol Brooks, Andrew White, Lynn Duffy, Diane Nulty.

Call to order - Glanville called the meeting to order at 6:00 pm.

Roll call - Johnson took roll call as follows:

Sarah Glanville - Present
Ed Stanford - Present
Dennis Sholl - Present
Jane Walker Payne - Present
Russ Walker - Present
Donald Dale - Present
Robert Coon. Present
Sherrie Richmond - Present
Cara Arena - Present

Council Member Rayborn - Present

There was a quorum present.

Public Hearing request for recommendation regarding several updates to the Land Development Ordinance

Glanville asked Hawryluk to present the updates.

Hawryluk stated there are formatting changes included such as all documents are now a portrait-layout whereas before there was a mixture of landscape and portrait. Also pictures for the pole sign were updated to be easier to understand. The subdivision entrance section was removed as it was addressed in another section which was contradicting regarding height of monument signs.

Richmond said she has questions on each page, and is mainly concerned about timeframes on signs as it is not delineated. Some things are mixed or blended too much so that you have to read carefully to know whether it applies to residential or not. The section on flags is an example. Pole signs need to be looked at as to what is appropriate for future architectural design.

Hawryluk responded that said timeframes are covered in the temporary signs section and she is happy to look at the other areas for this. The Town might need to need to hire someone to help with these concerns. She also said she could review with Member Richmond separately.

Hawryluk stated the other article is a nuisance abatement and minimum housing code. The Town previously did not have this. It was written by Brandon Emory with Alliance Code Enforcement (ACE).

Emory explained his agency was tasked with looking at the ordinances and they are working with fourteen other towns. Minimum housing code allows them to work on in-house items without bringing in the Building Inspector. There were some crossovers between residential and commercial areas. The primary purpose of the updates is housekeeping and required North Carolina General Statute 160D changes. This article allows the town to properly take enforcement action. They picked up fifty temporary signs recently. He said he is glad to answer any questions about signs.

Glanville opened the Public Hearing at 6:10 pm.

There were no comments.

Glanville closed the Public Hearing at 6:11 pm.

Board Discussion:

Richmond said she has editing items she will give to Hawryluk.

Vote on recommendation to Town Council

Stafford made a motion to approve the LDO updates as presented. Arena made a second to the motion. Weiner took a roll call vote as follows:

Glanville- aye

Stanford - aye

Sholl - aye

Payne - aye

Walker- aye

Dale - aye

Arena - aye

Coon - aye

Richmond - aye

The motion passed by a unanimous vote.

Adoption of Statement of Consistency

Stafford made a motion that the proposed zoning text amendment be approved based on the following:

1. The proposed zoning text amendment is consistent with the adopted Comprehensive Plan of the Town of Jamestown. The Planning Board further finds that the proposed zoning text amendment is consistent with the Comprehensive Plan because: Periodic updates to the zoning texts are necessary based upon changing conditions, regulations, and laws. Updates establish Town compliance with regulating bodies and ensure that guiding documents are accurately operational for each of the current goals of the Comprehensive Land Development Plan.
2. The proposed zoning text amendment is reasonable. The Planning Board considers the proposed zoning text amendment to be reasonable because:
 - A. The report of the Town staff finding the proposed zoning text amendment to be reasonable is adopted by reference.
 - B. The Planning Board further finds that the proposed zoning text amendment is reasonable because: The text edits correct any previous errors and add clarifying language and formatting to make the documents easier to interpret and apply.

AND

3. The proposed zoning text amendment is in the public interest. The Planning Board considers the proposed zoning text amendment to be in the public interest because:
 - A. The report of the Town staff finding the proposed zoning text amendment to be in the public interest is adopted by reference.
 - B. The Planning Board further finds that the proposed zoning text amendment is in the public interest because: Continuous improvement to the guiding documents promotes consistent and equitable application of the regulations that promote the general health, safety, and welfare of the people of Jamestown.

Walker made a motion to second the motion.

The motion passed by unanimous vote.

Public Hearing for rezoning request for 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road from Agricultural (AG) to Planned Unit Development (PUD)

Johnson introduced Tom Terrell, a land use attorney hired by the Town. Terrell stated the matter coming before the Board is neither routine nor inconsequential. He said the concept of the Planning Board began to appear in this country at the turn of the century and its roles and authority may vary except in the state of North Carolina. The state follows Dillon's Law which means local governments do not have the power of home rule. State statute says the town can adopt its own meeting dates and elect its officers, but the purpose is to recommend and/or provide guidance only to the Town Council. The Planning Board is the keeper of the Comprehensive Plan. By statute, any change starts with you, the Planning Board. Before any zoning change may be made it must come before the Planning Board and the Board must state if it has general consistency with plan. If the Planning Board allows it, it is the first place a citizen gets a say in the process. The Town held a public process explaining this rezoning request and he applauds them for that. 'Review and comment' are your guiding words. You have the power to recommend, but you do not have the power to control.

Glanville requested that Johnson present opening remarks on the rezoning request.

Johnson explained that the rezoning request is for 467 acres formally known as the Johnson property which is now owned by D. R. Horton. It is logical to believe this property would be developed in the future as it is situated in a high growth area. The Town defined its future areas of growth in an Extra Territorial Jurisdiction (ETJ) area and this property is within the ETJ. The Land Use Plan (LUP) completed in 2007 also referenced this property as future residential development. The ETJ boundary was extended in 2008. This move was strategically done to be in position for future growth.

The proposed rezoning is from Agricultural (AG) to Planned Unit Development (PUD) for 467 +/- acres identified as:

- 2221 Guilford College Road (Parcel#159144) - approximately 27.89 ac +/-
- 5300 Mackey Road (Parcel # 159105) - approximately 30.70 ac +/-
- 2207 Guilford College Road (Parcel # 159106 - approximately 384.49 ac +/-
- 5303 Mackay Road (Parcel # 158765) - approximately 0.6 ac +/-

The referenced property is currently mostly vacant and primarily consists of forested and pasture land. The property has been reviewed by the Town's Public Services Department and water and sewer access is available on or near the property. The reason for the request is to develop a high quality residential development which is not a use permitted in Agricultural zoning.

In mid - February of 2020, a request was brought to the Town by Diamondback and after consideration the Planning Board recommended denial of the request.

The Town Council engaged land use attorney Tom Terrell for assistance and determined that the applicant was not being reasonable in the request and denied the application. The developer petitioned the General Assembly to remove ETJ from Jamestown. The Town fought back and won.

Council and staff recognized the importance of getting the development of this area right and entered into a contract with Mr. Harry in September of 2021 to conduct public information workshops to work towards achieving a development that is sustainable. A site plan was developed as a result of this process. D.R. Horton watched and listened to this process and became aware of the site plan. Horton has developed a plan that matches the Town's proposed site plan closely.

As part of the process, the Town Council and staff are recommending a Development Agreement to collaboratively address development issues during the extended period of time of this development.

The Town is reviewing the application in relation to adequate services to be provided by the Town for garbage removal, water and sewer services, and so on.

The decision before this Board tonight is to determine whether the rezoning request from AG to PUD is consistent with the Town's Comprehensive Plan.

Staff requests favorable recommendation of this rezoning request with a Development Agreement to be adopted by the Town and the developer.

Terrell said state law allows Development Agreements to deal with large scale, long term, multi- phase projects. It creates a figurative table where everyone with a voice in the process can sit and talk to flush out details once the Council has approved a project. The PUD will have its own development standards. The Development Agreement enables the Town to work out the path by which standards are implemented and what happens if not implemented. Most importantly, it creates a trigger point that allows timeframe and conditions to be imposed. It helps the Town to budget capital outlays that will occur because of the project. It specifies things such as who provides utility connections, who oversees the process, and how they are served. By statute, the Development Agreement is made public and must be adopted by ordinance and by Public Hearing. It must be adopted separately from the rezoning request. It will keep the project moving forward to enhance and protect the Town.

Arena asked if the Development Agreement is a living, breathing document for just this project or for future use.

Terrell answered it can last for whatever reasonable circumstances of the project allows. It can be modified, but a major modification must come back to Council for approval.

Glanville asked if the document outlines actions that may be taken should either party not follow through on what is agreed on.

Terrell replied that is correct.

Johnson introduced Seth Harry of Seth Harry and Associates. The Town Council hired Mr. Harry to conduct community input sessions and work with Council throughout this process.

Mr. Harry stated that in anticipation of preparing for the next phase of this project, he is in the process of outlining some tools and techniques for translating input received from the public including design standards. This will give the ability to confirm whether or not those preferences from the workshop are concrete and defined in the document.

Arena asked if there is a chance those principles from the engagement sessions could be left out of the Development Agreement.

Harry said yes, it is possible; but it would be at the detriment of the applicant.

Richmond asked who will make sure those principals are in the Development Agreement.

Terrell answered that the Town staff would work on that.

Coon asked if we do not know the contents of the Development Agreement, which is the definition of whether it matches the Comprehensive Plan, how can the Planning Board recommend and or state that it is consistent or not with the Comprehensive Plan?

Terrell stated that none of the details of the principles in the Development Agreement are in the Comprehensive Plan.

Arena asked if there is anything saying that the developer is going to do with they say they will. Terrell replied there are two stopping points; one with the Town Council as first defense from preventing the developer from going off the rails and two with the residents and voters that vote for Council members. There is a level of trust with the applicant who is a professional with its reputation on the line.

Glanville says she understands the question they are voting on is not that the ultimate development is consistent with the Comprehensive Plan, but whether the tool of the PUD is consistent with the Comprehensive Plan. Is that correct?

Terrell said yes, that is correct.

Glanville requested that the applicant's representative, attorney Mark Isaacson, to present his application.

Isaacson stated he is a private attorney representing the applicant. You have a real professional in Attorney Terrell working for you. Managers from D.R. Horton and two civil engineers are present tonight working as a team to bring this request to the Town. Horton realizes the need to work with the Town on this project to move forward. The ordinance allows flexibility in developing such a large property as Johnson Farm. The PUD and Development Agreement that Horton has agreed to enter into provides flexibility for this project development. Horton's expectation is for a fairly conventional detached housing and attached housing along with lock and leave housing that are a little closer together than most housing. Housing is expected to be reasonably affordable high quality housing catering to younger adults. Amenities on property would be light retail such as coffee shop catering to the residents. Amenities will ensure compatibility with surrounding developments. We anticipate having a community center with historical artifacts from the Johnson family. The LDO defines A PUD as intended to accommodate a range of uses and to encourage new development while preserving historic development patterns. We have worked for months with town staff to comply with ordinance. We developed a bubble map that overlays well with the map developed from the planning process. We are starting a long, long process on this development. The Planning Board is the first step of many, many steps. Through preliminary engineering, we have determined where certain uses can go on the property. There are a lot of streams on the property and they have to be respected. There are a lot of topographic issues on the property that have to be worked with. Access points need to be determined and this is a big variable. We have to answer to other agencies also such as the U.S. Army Corp of Engineers (USACE), Department of Transportation (DOT), Department of Environmental Quality (DEQ), and Guilford County. It may take over a year to get through the process of a final plan of what goes where, so we are not coming before you presenting architectural designs as we are a long way away from that. Horton participated in the public charrette process and listened and learned. It is virtually impossible to provide a density number this early in the process based on variables mentioned above, but Horton does commit that density will be consistent to that in the Comprehensive Plan.

Arena said that the planned uses for the development areas were great but the alternate plan use in the land use is great but the alternate use were concerning because eight out of ten areas could become commercial.

Isaacson said we would want to put most amenities near access points which have not been submitted. Horton is not a commercial developer but residential and the property was bought with the vision of residential use.

Richmond said eight out of ten commercial area uses were frightening. Hawryluk explained that this gives the possibility for commercial use, but doesn't require it.

Isaacson responded that by the time we get through Council review and approval, those uses should be better planned.

Glanville said the PUD designation is not specific but allows light commercial use.

Isaacson responded that the word is 'compatible'. Commercial use has to be compatible with residential use. Commercial uses would only be to serve community residents.

Glanville opened the Public Hearing at 7:33 pm.

1. Tom Tervo, 2 Langholm Court –

Tervo stated he attended meetings with Seth (Hardy) and he is all for the PUD. He thinks it gives the Town as much control as possible, but he is not sure safety was adequately addressed in the plans. He thinks safety is not addressed enough in streets and he recommends roundabout and wide streets. Fewer commercial properties make sense to him so as not to compete with the existing Town commercial district. He did not hear much about recreation opportunities and prefers a community swimming pool. Housing density was touched on and he believes that there is an environmental defense for houses closer together since not as much green space is used. He provided written comments to the Town Clerk which would be distributed to the Planning Board Members after the meeting.

2. Norma Marshall, 21 Gatehouse Lane –

Marshall said she is right by Mackay Road near the bridge. She has been lucky to have Johnson farm land as her back yard, so this is sad for her. Her concerns are loss of acres of forest, soil erosion, loss of natural beauty, and loss of trees which leads to water runoff and pollution that requires treatment. She thinks they should perform land management before development to preserve trees, and research use of organic matter to help prevent run off. If PUD contributes to flooding and we have to purchase FEMA insurance, will the developer help us with cost? Trees filter pollutants and we need a diversity. The wildlife habitat will be endangered. Will the County Commissioners provide an analysis? She provided the Town Clerk with her written comments and asked that they be distributed to the Planning Board.

As there were no more persons signed up to speak, Glanville closed the Public Hearing at 7:41 pm.

Deliberations:

Coon said under the LDO there are two items the Planning Board needs to consider that he does not believe have been addressed. Density is one of those requirements and signage is the other. Terrell said one of two things can be done. The Board can ask Mr. Isaacson to come back and if that is not done, it will resort to what the ordinance requires. The LDO does not say how density is to be presented. He does not interpret that to mean an actual number.

Arena stated the PUD is consistent and appropriate. Her biggest concern is the timeline for consideration for ETJ members to have a voice. This is the opportunity for ETJ residents to have a bigger voice but they are not part of the Development Agreement process. They can email Council members, but as part of ETJ they cannot vote for the Council members. She does not think it is a good decision that the Planning Board cannot be a part of the Development Agreement process. That should be considered.

Coon asked who is the Planning Board member on the Town's Technical Review Committee (TRC) that is involved in the Development Agreement process.

Glanville said she used to attend the TRC meetings in years past when the Planning Board would vote one way and Town Council another causing confusion. The state's School of Government (SOG) recommends having a liaison from the Town Council to attend Planning Board meetings and as liaison for TRC meetings.

Terrell said by ordinance the Planning Board has no vote on the TRC. The purpose of the TRC is to ensure compliance with ordinance and laws. The Planning Board is not influential, but has a watch and listen role.

Glanville says Arena brings up a good point in that the area of town most affected has the least representation. Is there a way to address that?

Terrell stated he does not think the ETJ area is the most impacted. They are closer in vicinity, but this type of project has a much broader impact than to just those living across the street. Statute does not give the Planning Board any power or allow for input on development. Certainly written or other comments will be considered.

Coon asked what is the lead time for publication of the Development Agreement.

Terrell responded thirty days prior to the Public Hearing.

Arena said the statute does not state that the Planning Board cannot, does it?

Terrell said that statute must explicitly give that power to the Planning Board and it does not.

Richmond said someone once told her perception is reality. The ETJ residents' perception to some people is that they no longer have a voice because there is no ETJ representative on the Town Council. The largest and most important development will occur with no ETJ input. The average citizen in the major development in the ETJ is perceiving he or she is being left out. Once this leaves the Planning Board, there is no longer a voice for ETJ residents. She wants the perception to shift so that ETJ residents will be heard. Could the Development Agreement draft be brought before the Planning Board for review and comment?

Terrell responded that this is harder to do on a Development Agreement with one key stakeholder which is Horton. As to how the public is looking at it, once there is template that has a lot of meat on the bone, he has no problem with that being made available to the public. It is a possibility to bring the draft to the Planning Board, but he is hesitant to commit to that because of statute prohibition. He wants everything to be legally defensible.

Isaacson said that Horton would like to invite ETJ members for another listening session because they think they are impacted and they would like to hear the concerns. To the extent that we are able to legally able to do so, we would like to work that out.

Richmond said that is a good idea that will help with the current polarization between the two areas.

Glanville said she thinks a lot of concerns of the ETJ residents are the same as Jamestown proper residents, but there are unique concerns such as street lighting that could impact nearby homes in the ETJ.

Coon said he was not part of the Planning Board with the Diamondback application and commended the Board and staff on this process. It was much more open and collaborative and he appreciates Horton's offer to allow ETJ residents to participate in the Development Agreement process.

Vote on recommendation to Town Council

Stafford made a motion to recommend approval of the rezoning application to the Town Council, subject to (i) the site-specific master development plan submitted to the Planning Board shall be approved by Town Council; (ii) a Development Agreement shall be approved by Town Council; (iii) the permitted residential density will be as determined by Town Council as part of the site-specific master development plan and subject to a Development Agreement; and (iv) any variance in signage from the LDO standards shall be approved by Town Council and subject to the Development Agreement.

Richmond made a second to the motion.

Weiner took a roll call vote as follows:

Glanville- aye

Stanford - aye

Sholl - aye

Payne - aye

Walker- aye

Dale - aye

Arena - aye

Coon - aye

Richmond - aye

The motion passed by a unanimous vote.

Adoption of Statement of Consistency

Stafford made a motion that the proposed zoning amendment be approved based on the following:

1. The proposed zoning amendment is consistent with the adopted Comprehensive Plan of the Town of Jamestown. The Planning Board further finds that the proposed zoning amendment is consistent with the Comprehensive Plan because: The 2020 Comprehensive Land Development Plan adopted "planned Unit Development" (PUD) as a zoning tool available to

use on large parcels of land to promote and encourage pedestrian friendly, traditional neighborhood land-use patterns and development.

2. The proposed zoning amendment is reasonable. The Planning Board considers the proposed zoning amendment to be reasonable because: The report of the Town staff finding the proposed zoning amendment to be reasonable is adopted by reference. The Planning Board further finds that the proposed zoning amendment is reasonable because: The property in question is part of Jamestown's "preliminary growth area" due to its size and location and the PUD zoning designation allows for regulated growth that meets Jamestown's goals and needs.

AND

3. The proposed zoning amendment is in the public interest. The Planning Board considers the proposed zoning amendment to be in the public interest because:

- A. The report of the Town staff finding the proposed zoning amendment to be in the public interest is adopted by reference.

- B. The Planning Board further finds that the proposed zoning amendment is in the public interest because: The PUD zoning designation provides for oversight and regulation by Town staff and elected officials to ensure any new development meets the goals and guiding principles of the Comprehensive Land Development Plan including, but not limited to, making smart growth decisions that maintain and enhance Jamestown's special community characteristics, preserving Jamestown's natural and historic resources, and keeping Jamestown a welcoming and inclusive community.

Coon made a second to the motion.

The motion passed by unanimous vote.

Consideration of date for next regularly scheduled meeting

Johnson informed the Board that it will convene December 13th as the Board of Adjustment.

Public Comment

There were no public comments.

Adjournment

Walker made a motion to adjourn at 8:10 pm.

Sholl made a second to the motion.

The motion passed by unanimous vote.

The meeting ended at 8:10 pm

3. Definitions

PLANNED UNIT DEVELOPMENT. An area of land under unified ownership or control to be developed and improved as a single entity under a Unified Development Plan in accordance with and subject to the requirements of this Ordinance.

8.3 Description of Zoning Districts

The Planned Unit Development (PUD) district is designed to promote a compatible mix of uses to instigate an integrated and sustainable development consistent with the Town's unique character. This district shall also encourage design flexibility; multi-modal connectivity between uses; sensitivity to natural resources and environmental features; and facilitate the efficient provisions of infrastructure, utilities and adequate public facilities. The PUD district is not intended for use with subdivisions or developments which can be developed under the strict application of the minimum standards of the LDO, thereby resulting in a unique, high quality overall development. The specific procedures for review and approval of a PUD are found in section 8.4-5.1, Planned Unit Development. Above all, every PUD established, shall demonstrate consistency with the goals and policies established in the Town of Jamestown Land Development Plan. Most commonly, the PUD district would serve as a base zoning for larger-scale commercial, residential and mixed-use developments which may include overlay districts such as the Traditional Neighborhood (TND) overlay district.

8.4-5.1 Planned Unit Development (PUD)

(A) Intent: The Planned Unit Development district is established to accommodate commercial, residential and a mixed-use pattern of development on large-scale sites. Development in this district accommodates a range of uses, generally transitioning from commercial to residential districts throughout a site per an overall site-specific master development plan. The district is not limited to mixed-uses and may be entirely residential or entirely commercial in nature. Allowed building/lot types are Detached House, Attached House, Highway Commercial, Shopfront Commercial, Multi-family Cluster, Urban Workplace, Accessory Structures, Fences and Civic Building. Standards in the PUD district are established to encourage new development and infill development in a manner that accommodates a range of uses while preserving historic development patterns and being sensitive to the adjacent districts. A wide range of uses is permitted. In return for greater flexibility in site design, PUD Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure.

(B) General Applicability: Parcels of land which may be considered for PUD developments must exceed 10 acres in size.

(C) Permitted Uses: In return for greater flexibility in site design, PUD Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure. Thus, there are no inherent uses permitted by right. The applicant and Town Council shall consider a request for land uses during the course of the application for the zoning district.

(D) Permitted Residential Density: To be submitted as part of overall site-specific master development plan which shall be reviewed by staff, recommended by Planning Board and approved by Town Council.

(E) General Requirements and Development Standards

1. An overall site-specific master development plan is required to be adopted as a condition of the base zoning and shall guide development throughout the parcel.

2. Building placement, parking placement, building type, urban form, access, and lot arrangement shall be controlled by the overall site-specific master development plan adopted as part of the zoning district.

3. Building setbacks shall be adopted as part of the overall site-specific master development plan.

4. Landscaping and Open Space regulations shall be adopted as part of the overall site-specific master development plan.

5. Sites shall conform to the Land Development Ordinance requirements with respect to watershed, soil erosion, and flood damage prevention. The provisions of these ordinances may not be altered by the PUD zoning district.

6. Items not specifically addressed by the overall site-specific master development plan shall defer to the Jamestown Land Development Ordinances for guidance.

7. All site-specific master development plans shall specify development standards applicable to each permitted use in the PUD. Development standards applicable to the PUD shall be those specified in the site-specific master development plan filed with the zoning map change. The site-specific master development plan shall establish the following development standards:

a. The location of uses proposed by the PUD must be shown in the site-specific master development plan with a maximum density for each type of residential use; a maximum number of units for multi-family dwellings; and a maximum square footage for each type of non-residential use.

b. The PUD shall demonstrate compliance with all North Carolina Building Codes and North Carolina Fire Codes.

c. Pedestrian ways, bikeways and other transportation systems that encourage cluster and compact development.

d. Land use patterns that promote and expand opportunities for walkability, connectivity, public transportation, and an efficient compact network of streets. Cul-de-sacs shall be minimized to the greatest extent possible.

e. Identified active open space areas and those significant natural and environmental features that will be protected and preserved in their natural state, with special attention to be paid to preserving heritage and/or mature trees on the site.

f. Architectural and design criteria that provide higher quality than routine developments. At least ten (10) business days prior to the public hearing for approval, all residential uses proposed shall provide typical architectural elevations representative of the residential structures to be built to ensure the standards of this section are met.

g. Phasing. The site-specific master development plan shall include a phasing plan for the development and associated infrastructure improvements. If development of the PUD is proposed to occur in more than one phase, then guarantees shall be provided that project improvements, including improvements required by the TIA and NCDOT. In phases that include residential, amenities that are necessary and desirable of the project, or that are of benefit to the Town, are constructed within that phase of the project.

(F) Other Minimum Requirements

1. Off-street Parking and Loading. The site-specific master development plan shall demonstrate compliance with the standards of the Jamestown Land Development Ordinances, except that variations from these standards may be permitted if a comprehensive parking and loading plan for the PUD is submitted as part of the PUD

site-specific master development plan that is determined to be suitable for the PUD, and generally consistent with the intent and purpose of the off-street parking and loading standards.

2. Signs. Signage shall demonstrate compliance with the Jamestown Land Development Ordinances, except that the standards can be varied if a master signage plan is submitted for review and approval concurrent with the site-specific master development plan and it is reviewed by Town staff, recommended by the Planning Board and approved by Town Council to be suitable for the PUD and generally consistent with the intent and purpose of the sign standards of the LDO.

3. Public Facilities. The improvements standards and guarantees applicable to the public facilities that will serve the site shall comply with the Jamestown Land Development Ordinances as well as the following standards:

i. The site-specific master development plan demonstrates a safe and adequate on-site transportation circulation system. The on-site transportation circulation system shall be integrated with the off-site transportation circulation system of the Town. A Traffic Impact Analysis (TIA) shall be required.

ii. The site-specific master development plan demonstrates a safe and adequate on-site system of potable water and wastewater lines that can accommodate the proposed

development and are efficiently integrated into off-site potable water and wastewater public improvement plans. The site-specific master development plan shall include a proposed water and wastewater plan.

iii. Adequate off-site facilities for potable water supply, sewage disposal, solid waste disposal, electrical supply, fire protection and roads shall be planned and programmed for the development proposed in the site-specific master development plan.

iv. The development is conveniently located in relation to schools and public safety protection services.

4. Natural Resources and environmental protection. The site-specific master development plan must demonstrate compliance with the current regulatory standards of this Ordinance related to natural resource and environmental protection in the Jamestown Land Development Ordinances.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Public Hearing for consideration of Development Agreement

AGENDA ITEM #: II-C

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: October 11, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

A petition for rezoning has been received and reviewed by the Planning Board. The public hearing was opened at the January 25, 2022 regular meeting for the consideration of the rezoning of the parcels located at 2221 Guilford College Rd., 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Rd from AG (Agricultural) to PUD (Planned Unit Development) with a Development Agreement.

As staff have discussed at previous meetings, this Development Agreement coincides with the proposed rezoning request.

ATTACHMENTS: Draft Development Agreement, Visioning Workshop Guiding Principles, MS and MSP Uses

RECOMMENDATION/ACTION NEEDED: Council may continue, deny, or approve rezoning request.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:

DRAFT

DEVELOPMENT AGREEMENT

BETWEEN
THE TOWN OF JAMESTOWN
AND
D.R. HORTON, INC.

Prepared by and Return to:
Thomas E. Terrell, Jr.
Fox Rothschild LLP
230 N. Elm Street, Suite 1200

[138482413.1](#)

Greensboro, N.C. 27401

[138482413.1](#)

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D R A F T

Subject to further edits by DRH, Town staff and counsel.

This version of the Development Agreement includes edits received from DR Horton September 27 and the Town’s responses dated September 29.

STATE OF NORTH CAROLINA)
) **DEVELOPMENT AGREEMENT**
COUNTY OF GUILFORD)

This Development Agreement (“Agreement”) is entered into this _____ day of _____, 2022 (the “Effective Date”) between the Town of Jamestown (“Town”), a North Carolina municipal corporation, and D.R. Horton, Inc. (“DRH”) (each, a “Party” and collectively, the “Parties.”)

**ARTICLE I.
RECITALS**

1. N.C. Gen. Stat. § 160D-1001(a)(1) provides that “large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.”
2. N.C. Gen. Stat. § 160D-1001(a)(2) provides that “such developments often create community impacts and opportunities that are difficult to accommodate within traditional zoning processes.”
3. N.C. Gen. Stat. § 160D-1001(a)(3) provides that “because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.”
4. N.C. Gen. Stat. § 160D-1001(a)(4) provides that “because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development.”
5. N.C. Gen. Stat. § 160D-1001(a)(5) provides that "such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas."
6. N.C. Gen. Stat. § 160D-1001(a)(6) provides that “to better structure and manage development approvals for such large-scale developments and ensure their proper integration into

local capital facilities programs, local governments need the flexibility in negotiating such developments.”

7. Pursuant to these statute sections and N.C. Gen. Stat. § 160D-1001(b), the Town of Jamestown has been authorized to enter into development agreements with developers and property owners pursuant to the procedures and requirements of N.C. Gen. Stat. § 160D-1001, *et. seq.*, which procedures and requirements include approval of the development agreement by the governing body by ordinance after a duly noticed public hearing.

ARTICLE II BACKGROUND

1. DRH owns in fee simple approximately 467 acres north and east of Guilford College Road and south of MacKay Road (the “Property”) that includes Guilford County Tax Parcels 234679, 234678, 158765, 159105, 159106, 159144, 234677, and 234680. A legal description of the Property is attached to this Agreement as [Exhibit A](#).

2. The Property lies within the Town’s extra-territorial jurisdiction and is subject to an intergovernmental agreement between the Town and the City of Greensboro dated December 13, 2011.

3. DRH acquired the Property on July 1, 2021, subject to future annexation and entitlements to be approved by the Town.

4. DRH has expressed interest in developing the Property as a multi-phased and multi-use residential subdivision (the “Project”) in a Planned Unit Development (“PUD”) zoning district.

5. In response to citizens’ concerns about the quality and impact of the Project, the Town hired Seth Harry & Associates to serve as the Town’s development consultant, to organize and lead a charrette seeking public input on the Project.

6. On November 8, 2021, the Jamestown Planning Board voted unanimously to support the use of the PUD zoning district for the Project and to affirm that the Project, as shown on a Preliminary Schematic Plan attached as [Exhibit B-1](#), was generally consistent with the Town’s Comprehensive Plan.

7. The Town Council also has determined that this Agreement and the principles and conditions incorporated into the PUD zoning district will better secure quality planning and growth, strengthen the tax base, coordinate the delivery of public services and construction of infrastructure, and be in general conformity with the Town’s Comprehensive Plan.

Accordingly, DRH and the Town desire to enter into this Agreement (a) to clarify the roles and duties of each party in the provision of public services; (b) to ensure coordination of communications between the Parties; (c) to create clear understandings of the quality and standards of design that regulate development of the Project; and (d) to provide assurances to DRH that it

may proceed to develop the project under the approvals in this Agreement without encountering future changes in ordinances, regulations, or policies that would affect DRH's ability to develop the Project under the terms of this Agreement.

ARTICLE III. DEFINITIONS

1. Terms defined. The following terms use in this Agreement shall have the meanings provided:

a. Agreement – “Agreement” shall mean this Development Agreement and the attachments and exhibits referenced in the Agreement, and all revisions and modifications to the Agreement.

b. Breach (Minor) – a Minor Breach is a violation of any term or provision of this Agreement or requirement of the Land Development Ordinance (“LDO”) that can be remedied by site plan revision or corrected on site.

c. Breach (Major) – a Major Breach is any willful or negligent violation or material departure from the requirements of this Agreement, the LDO, or approved site plan that is not classified as a Minor Breach and for which the remedy is withholding development permits or certificates of occupancy until the breach has been cured.

d. DRH – “DRH” shall mean D.R. Horton, Inc. and its wholly or partially owned subsidiaries and successors in title and interest to DRH. Responsibilities and obligations imposed on DRH by this Agreement shall also be the responsibilities and obligations imposed on DRH's employees, contractor's agents and other entities hired by DRH to work on the Project.

e. Town – “Town” shall mean the Town of Jamestown, a North Carolina municipal corporation, and its employees, agents, consultants, attorneys, departments, and divisions.

f. Minor amendment – a “Minor Amendment” is an amendment by mutual consent of the Parties to this Agreement or attachments that can be made administratively by the Technical Review Committee, and includes: changes in land use that are considered similar in type, function, or appearance; changes in the density in one residential area that does not affect overall density; increases in overall density that do not exceed 2% above the maximum density for good cause shown; minor changes in architectural standards; changes to technical plans or specifications related to public services; and changes in setbacks and other measurable items that do not exceed 5% of the required measurement. If either party believes the TRC has erred in its decision, the process for appeal shall be to the Board of Adjustment pursuant to Article VI of the LDO.

g. Major amendment – a “Major Amendment” is an amendment by mutual consent of the Parties to this Agreement or attachments that requires approval by the Town Council, and

includes: amendments that are not listed as Minor Amendments; the addition of new land; adding uses that are considered to be more intensive than approved uses or that are within prohibited categories; a change in the number of access points; any change that would trigger a revised TIA; any change in the size of the area designated for multi-family or increase in multi-family units above 500 units; and changes in architecture and design that are not considered minor changes.

h. Default – Default for either of the Parties shall mean the failure to remedy a Major Breach within 60 days of notice; provided, however, that such time period shall be extended as long as either of the Parties is taking necessary steps to cure such Major Breach.

i. Project – “Project” shall mean the proposed development of residential and commercial uses according to concepts and designs approved by the Town, including, but not limited to, the supportive street, utility, signage, lighting, and open space infrastructure.

j. Property – “Property” shall mean the physical area described in the metes and bounds attached as Exhibit A to this Agreement. Property may also include, as appropriate to context, the buildings and fixtures attached to the Property.

2. Terms not defined. Terms not defined in the LDO or in Article III, section 1 of this Agreement, shall first be interpreted within the context of usage in this Agreement; secondarily, by reference to the intent of the Town of Jamestown LDO; and third, by reference to Webster’s Dictionary, on-line edition.

ARTICLE IV USES AND DENSITY

A. RESIDENTIAL USES

1. Concept Map. DRH has created a map (“Concept Map”) that illustrates broadly the housing types allowed in each of the Project’s identified areas. The Concept Map is attached to this Agreement as Exhibit B.

2. Types allowed. The residential uses allowed in the project shall be limited to single family attached and detached, townhomes, and multi-family, and any civic or community improvements developed as accessory uses, including community event buildings, parks and open space, and trails.

3. Uses by area. The uses allowed in each of the Project’s areas are the uses listed on the Preliminary Schematic Plan attached as Exhibit B-1.

4. Multi-family. Except as provided in Article III (1)(f), the area identified as multi-family shall not change in size or location within the Project except through a major amendment of this Agreement. “Multi-family” does not include attached homes or townhomes. Multi-family lot(s), but not multi-family buildings, may extend into stream buffers and flood plain areas. The Town shall work reasonably with DRH to assist DRH

with securing access to Hunt Chase Drive.

B. COMMERCIAL USES

1. Allowed uses. It is the intent of the Commercial Area, as further described in Exhibit B-1, to create locations suitable for businesses that serve the Project and surrounding neighborhoods with a combination of small-scale retail, service, and food establishments. The following uses shall be permitted except as noted in disallowed uses:

- a. All Main Street (MS) uses
- b. All Main Street Periphery (MSP) uses.

2. New uses. This list of allowed uses may be expanded by the Town Manager or his or her designee upon a determination that the proposed use is similar in form, size, and function to the uses listed as allowed.

3. Disallowed uses. The following uses shall not be allowed in the Commercial Area:

- a. Uses not listed as allowed.
- b. Uses categorized in the LDO as industrial.
- c. Uses in the Adult Business category.
- d. Uses prohibited under water supply watershed restrictions.
- e. Convenience stores with gas pumps.
- f. Uses requiring a building or space greater than 6,500 square feet.

C. Agricultural Uses

Agricultural uses shall be permitted throughout the entire site until such time that the planned or alternate use as indicated on Exhibit B-1 have been implemented.

D. DENSITY

1. Calculation. The Project's density is a measure of residential density and shall not include commercial uses. Density shall be calculated as the number of residential units allowed with the gross acreage of the Project, which gross acreage shall include all land within the Property, including, but not limited to, conservation areas, non-buildable areas, public parks, easements and streets. For purposes of this calculation, the gross acreage of the Property is determined to be 467 acres and includes land to be donated, dedicated or sold to the Town.

2. Total Residential Units. Total density of the Project shall not exceed 1500 residential units. The Town acknowledges that an average density of 3.2 units per acre is considered reasonable and acceptable for this Project, and the Town shall not impose any additional or different zoning requirements or standards that would result in a lower average density rate.

3. Density within areas. The density within areas of the Concept Plan may be shifted from one area to another in DRH's sole determination as long as the overall density is not increased.

**ARTICLE V.
PUBLIC SERVICES**

A. ACCEPTANCE.

The Town agrees to accept for continued maintenance all public utilities and infrastructure that is constructed per the Town of Jamestown Technical Standards Manual adopted May 19th, 2009 and/or per the specifications and standards of this Agreement. The Town shall allocate water usage for the entirety of the 467 acre property. The Town shall calculate all residential water and sewer dedications and capacities for the Project based upon an average of 4.0 bedrooms per unit. The Town shall also allocate additional water usage for non-residential uses (such as commercial areas, amenity center, common elements, etc), irrigation, and entrance features.

Commented [1]: This edit was made but with the explanation that the 4 bedrooms per unit is NOT accepted. This requires engineering discussion, even as to allocation for non-residential uses.

B. WATER

1. Source. The Project's water will be sourced from the Piedmont Triad Regional Water Authority (PTRWA), known as Randleman Reservoir, and from the water supplies owned by the cities of High Point and Greensboro (the "Water Suppliers"), pursuant to intergovernmental agreements between the Town and each of the Water Suppliers. The Town agrees to perform its obligations under each of the agreements with its Water Suppliers in order to assure continuous supply of water for the Project.

2. Required service. Based upon the DRH data, principles of engineering, and industry standards, the Town determined that the Project as currently configured will be satisfactorily served.

3. Capacity and Dedication. The Town represents that it has access to 1.775 million gallons per day ("mgd") through intergovernmental agreements with the Water Suppliers (the "Water Capacity"). Upon execution of this Agreement, the Town will (a) dedicate the Water Capacity from the Water Suppliers to provide for the Project; and (b) protect the Water Capacity from future competing sources. Subject to the Town's obligations to reserve the Water Capacity for DRH, DRH agrees that the Town may and will allocate water and/or water capacity to other users.

4. Water restrictions. DRH agrees that the Project shall be treated equally as other citizens in the town with respect to water restrictions.

5. Fees. DRH shall be subject to the standard fees charged to all town citizens for water usage and water infrastructure. The Town's fees are subject to periodic change at

times decided by the Town and in the Town's sole discretion. This Agreement does not grant DRH rights to pay water fees at rates different than other citizens.

6. Utility Design. DRH shall employ North Carolina licensed engineers to design the water infrastructure ("Water Infrastructure") serving the Project, including, but not limited to, taps; location, size, and depth of lines; locations of hydrants and meters; and materials or approved equal. Upon review and approval by the Town, DRH shall prepare the Application for Approval of Engineering Plans and Specifications for Water Supply System and timely submit the application to NCDEQ.

7. Hunt Chase Water Line Loop. DRH shall construct at its expense through the property and dedicate to the Town that portion of a water line loop connecting to the existing water line loop across Guilford College Road on Hunt Chase Drive to the water line on Parcel No. 159113.

C. SEWER

1. Treatment. The Town owns 8% of the High Point Eastside Wastewater Treatment Plant ("WWTP") pursuant to an agreement with the City of High Point ("High Point Agreement"). The Town agrees to perform its obligations under each of the agreements with its Water Suppliers in order to assure continuous supply of sewer service for the Project.

2. Treatment capacity. Pursuant to the High Point Agreement, the Town's ownership interest includes 8% of the WWTP's capacity ("Treatment Capacity"), calculated to be approximately 2.0 million gpd.

3. Required capacity. Based upon the DRH data, principles of engineering, and industry standards, the Town determined that the Project per the preliminarily approved Concept Plan (Exhibit B) will be satisfactorily served.

4. Capacity and Dedication. The Town represents that it has access to approximately 2 million GPD treatment capacity at the WWTP and currently uses approximately 1.4 million GPD. Upon (a) DRH's execution of this Agreement, and (b) approval by NCDEQ, the Town will (a) dedicate the Sewer Capacity sufficient to serve the Project from the WWTP; and (b) reserve the Sewer Capacity for DRH's use and protect it from competing sources. Subject to the Town's obligations to reserve the Sewer Capacity for DRH, DRH agrees that the Town may and will allocate sewer and/or sewer capacity to other users.

5. Equal Treatment. The Parties agree that (i) this Agreement does not create rights greater than other citizens that rely upon sanitary sewer service provided by the Town, and (ii) DRH shall be treated equally as other citizens in the Town with respect to rights to Sewer Capacity. The Town agrees to notify DRH if any amendments to the agreements referenced above are contemplated or if any party sends a notice about any modifications to such agreements or a moratorium to be implemented by any party to such agreements.

6. Utility, Roadway and Building Inspections and Plan Review.
 - a. Velocity. DRH has represented to the Town that its business model requires utility, roadway and building inspections to occur at or approximately at the time of construction, a time frame that the Town does not have the ability to meet at present staffing levels.
 - b. Building Permits. The Town agrees to issue a Development Clearance Certificate to Guilford County or return it to DRH with comments within 9 working days of receipt of building permit applications provided no more than 50 applications from any ~~one~~ phase within the Project are submitted within a 7 day period.
 - c. Third-Party Inspectors. The Town agrees to hire third-party inspectors for all utility, roadway and building inspections to work onsite and be dedicated to the Project. Such inspections shall be completed within ~~five~~ days after receipt of applicable permit or other applications. The Town shall invoice DRH monthly for the cost of third party inspectors, which costs shall not exceed \$16,900 per month.
 - d. All plans submitted to the Town by DRH shall be approved or returned to DRH with comments within fifteen (15) business days
7. Utility Design. DRH shall employ North Carolina licensed engineers to design the sewer infrastructure (“Sewer Infrastructure”) serving the Project, including, but not limited to, location of tie-in to the outfall, location of cleanouts, size and depth of lines, and materials or approved equal used. All designs and materials or approved equal shall meet the Town’s requirements. Upon review and approval by the Town, DRH shall prepare the Sewer System Extension Applications and timely submit the application to NCDEQ.
8. Fees. DRH and its residents shall be subject to the standard fees charged to all town citizens for sewer and sewer infrastructure as published on the Town’s fee schedule.
9. Improvements. The Town has hired Hazen and Sawyer to conduct a study of the Town’s capacity at the WWTP and related sewer facilities. The study made several recommendations, and the Town shall complete the recommended improvements to adequately serve and not delay construction or issuance of certificates of occupancy at the Project.
10. Other upgrades. The Town shall reline the Bull Run Interceptor (Adam’s Farm Outfall) with cured in-place pipe lining from Mackay Road to Guilford College Road on a schedule suitable to the Town in its sole discretion.
11. The Town shall pay for any necessary expansion of its portion of the WWTP and seek additional capacity at the WWTP as determined to be necessary in the Town’s reasonable discretion.

D. SOLID WASTE

1. General service. The Town shall provide service to the Project through ~~95-gallon~~ totes for household waste collection. The Town shall provide solid waste pickup to all parts of the Project except any portion where apartments and commercial businesses are developed. Apartments and commercial areas shall be served by outside contractors at DRH's expense.

2. Recycling. The Town has contracts with Green for Life for recycling pick up. The Town shall supply each resident a recycling container. Each resident shall pay the Town standard rates, which rates are expected to change over time, and the Town shall pay Green for Life or its successors or providers. DRH acknowledges that the Town, in its sole discretion, may select a different contract provider or provide the service itself.

3. Truck upgrades. In consideration of the Town's (1) offer to assist with obtaining right-of-way for Hunt Chase Loop so that DRH can develop 500 apartment units; (2) payment of substantial upgrades to 1700 feet of the wastewater infrastructure, which costs are likely to be well in excess of one million dollars; (3) guarantees of Development Clearance Certificates within 9 working days; (4) agreement to raise 11 manholes as identified in the Hazen & Sawyer study; (5) agreement to allow vesting for ~~420~~ years; (6) accommodated certain modifications of Town standards related to street designs; and (7) approved alternate construction materials for infrastructure improvements. ~~;~~ ~~(8) waived external sidewalk requirements~~ DRH shall pay 75% of the purchase price of one automated sanitation truck similar to that which the Town has ordered in 2022, and the Town shall have this truck in service to immediately serve the Project by the first certificate of occupancy.

4. Walkable routes and open space. The Town shall provide at its expense trashcans consistent in color, design, and appearance to the cans used by the Town, along walkable routes and open space, including but not limited to sidewalks, trails, parks, near public benches, and any places designed for public gathering. All trashcans shall be placed in a manner to be accessible by the Town for Town pickup.

E. PUBLIC SAFETY

1. Service by Guilford County. The Town does not provide public safety services through its own police force but through an agreement with the Guilford County Sheriff's Department that shall include services for the Project.

F. FIRE AND EMERGENCY MEDICAL SERVICES ("EMS"). The Town shall provide fire protection and EMS services for the Project through its contract with the Pincroft Sedgfield Fire District.

ARTICLE VI.

RESIDENTIAL ARCHITECTURE AND DESIGN

A. SPECIFICATIONS AND GUIDING PRINCIPLES

The Project's guiding principles are as shown on Exhibit C attached. While the guiding principles inform and are incorporated in many places into the architecture and design standards in this Article, where there is a conflict, the guiding principles are subordinate to the specific requirements in this Agreement. DRH attended all public charrette meetings and incorporated many of the concepts and principles that were suggested at such meetings. The Concept Plan(s) attached hereto reflect many of the guiding principles discussed at such meetings. The specific standards in this Article apply to DRH products. A successor owner or developer would be required to follow these standards or return to the Town for a major revision of this Agreement.

B. WALLS

The following design standards shall apply to all sides of structures except where noted as "along the primary façade," which shall mean only along the front side of building.

1. Materials

a. Foundations shall be finished in brick, stone (real and/or synthetic), or smooth stucco. Exposed CMU foundation walls may be parged, stuccoed, veneered with brick or stone, and/or covered with siding on furring strips to within 8" of finished grade subject to building code. Poured in place smooth finish concrete is permissible for slab-on-grade construction, subject to provisions of the Energy Code.

b. Building walls shall be finished in brick, stone (real or synthetic), smooth stucco, painted wood, composite clapboard, cementitious siding, or lap siding, vinyl in traditional profiles and applications (i.e., lapped, board and batten, shingle, etc.), with heavier materials below the lighter.

c. Cementitious siding shall be used on all detached and attached residential units, shall meet the industry standard and shall be installed per manufacturer's specifications. Vinyl and/or metal clad materials ~~may only~~ will be used for eaves, soffits, fascia boards, and associated components.

2. Configurations and Techniques

a. Foundation types shall be constructed per grading plans and shall include slab-on-grade, crawlspace, stem wall, and/or basement. Slab on grade construction may be allowed up to the following percentages:

(i)	Townhomes	100%
(ii)	Apartments	100%

10

- (iii) Freedom Homes 100%
- (iv) DR Horton Express 100% (with administrative increase up to 5%)
- (v) Horton 30% (with administrative increase up to 5%)
- (vi) Rear-loaded 100% (with administrative increase up to 5%)

b. No more than three (3) materials ~~may~~ be used, and of any one material, no more than three (3) types of applications (i.e., lap siding/board and batten, lap siding/shingles, etc.) shall be allowed.

c. Walls ~~shall~~ be parallel to the principal frontage. The 22 foot DRH Carson Townhome shall be excluded from this requirement.

d. Arches, piers, and posts shall be sized to visually support the weight above.

e. Porches and stoops may encroach within the defined setback, subject to minimum depth standards.

f. Single family homes and end-of-unit townhomes that face a street on a corner lot shall have no less than two windows per floor, with window coverage totaling no less than 15% of the wall.

C. DOORS AND WINDOWS

1. Design. Doors and windows shall be designed to match the architectural style of a home. They may be in a variety of sizes and types to maintain an aesthetically pleasing appearance and boosting curb appeal. These design standards shall apply to all sides of the structure.

2. Stylistic Front Entrance. The principal entrance of every principal structure shall be located along the primary façade. It should be readily identifiable as such and face a street or open space. Additional building entrances are permitted, however, a principal entrance meeting the criteria above is the minimum standard required. The 22-foot DRH Carson Townhome shall be excluded from this requirement.

3. Materials

a. Windows may be of the following types: single, double, triple hung, operable casement windows, and decorative and transom windows ~~per DRH house plan.~~

b. Entrances shall be well-defined stylistic front entrances, with paneled doors.

c. Garage Doors shall be paneled with decorative hardware

4. Configurations and Techniques

a. Operable windows shall be of a vertical proportion (i.e., with a greater dimension in the vertical axis, than the horizontal). Decorative and transom windows may be oriented horizontally.

- b. Bay windows shall have a minimum of three sides and extend downward to the framing level of the floor inside.
- c. Shutters along primary facades, the side of end units, and the rear of units facing Mackay Road or Guilford College Road shall be located on both sides of windows and sized and placed to match the associated openings. This subsection shall not apply to transom or circular windows.
- d. The front of the garage for front-loaded garages shall not extend more than 5 feet from the front wall or, if adjacent to the porch, shall not extend more than 5 feet from the front porch.

D. ROOFS

1. Materials

- a. Roofs shall be clad in low-profile, standing seam painted metal, or architectural grade asphalt or fiberglass shingles.
- b. Gutters, downspouts, and projecting downspouts shall be made of painted galvanized metal or painted aluminum. Gutters shall be half round or Ogee style.
- c. Flashing shall be galvanized metal or aluminum.
- d. Overhangs at eaves shall be of sufficient depth to protect the exterior wall below and finished with a closed soffit and appropriate trim. On gable ends, rake boards shall either project or be trimmed and finished to be read independently of gable siding and detailed similarly to the eave condition.

2. Configurations and Techniques

- a. Principal roofs shall have a symmetrical gable or hip unless otherwise stylistically appropriate, with a slope between 5:12 and 12:12, or if flat, shall have a horizontal parapet wall no less than 24 inches in height.
- b. Ancillary roofs (attached to walls of the principal building) may be shed sloped no less than 2:12.
- c. Eaves shall be continuous with closed soffits.
- d. Dormers shall be placed a minimum of 3 feet from side building walls and shall have gable or shed roofs.

E. SIGNAGE

- 1. Design and Compliance. Signage shall demonstrate compliance with the Jamestown Land Development ordinances (Article 17), except that the standards can be varied if a master signage plan is submitted for review and approval concurrent with the site-specific master development plan and it is reviewed by Town staff, recommended by the Planning Board and approved by Town Council to be suitable for the PUD and generally consistent with the intent and purpose of the sign standards of the LDO.

2. Addressing.

a. Numbers denoting addresses shall be clearly marked and visible from the primary street frontage in accordance with Guilford County requirements, NC Building Code

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b. The Planning Department shall assign addresses and review the proposed street names during the site plan submittal process. Addresses shall conform to the following standards:

c. iv. For residential structures, address numbers shall be placed within a 3-foot perimeter of the front entrance or in a location visible from the street. For non-residential and multi-family structures, address numbers must be placed in the approximate center of the structure or where it is most easily viewed from the road or parking lot.

d. vi. Address numbers and letters shall be in a color contrasting with the color of the house and any framing on which the address numbers are set.

F. LIGHTING

1. Safety and Convenience. Lighting shall be used on streets to provide illumination of walkways to improve the visibility for pedestrians and motorists.

2. Materials

a. Except in the case of street lighting operated by the Town to match or replicate existing lighting throughout the Town, street light fixtures shall be full cut-off style to prevent glare and light pollution.

b. Pedestrian street lighting shall be consistent with existing Jamestown fixtures and shall consist of the following designs: (i) Duke Energy Fixture – Deluxe Traditional, or (ii) Duke Energy – Pole Style A

3. Configurations and Techniques

a. Lighting shall be consistent with the scale of the street and the level of evening activity, and pedestrian-scaled fixtures shall be used on all streets, except alleys.

b. Lamp styles shall not be mixed along any block of a street.

c. A combination of pedestrian-scaled street light fixtures and intersection street light fixtures are allowed to ensure a well-lit street and to establish a unifying element along the street.

- d. Street and pedestrian lighting shall be located ~~in grass strips or~~ behind sidewalks, as determined by designer.
- e. Light poles may include armature to allow banners or other amenities, such as hanging flower baskets, or artwork to be hung by the Town.
- f. After ~~one~~ the lamp posts and light poles have been installed by Duke Energy Carolinas, the Town shall accept and pay the lease on the lamp posts along publicly maintained roadways.

G. LANDSCAPING

1. Materials

- a. DRH shall plant street trees along the collector street from a list provided by or approved by the Town. A mixture of trees shall be selected and submitted to the Technical Review Committee (TRC) for approval at the time of site-plan review to provide a variety of species throughout the Project that achieve varying heights and characteristics rather than a homogenous planting of a single or limited number of species. Shrubs shall be planted along 80% of linear feet of home width, including garages and porches.
- b. Shrubs, understory trees and foundational plantings along the Primary Façade of all attached and detached residential units may include species selected by DR Horton’s landscape architect from the Town’s approved list, subject to a landscape plan reviewed by approved in the discretion of the TRC for compliance with this Agreement that exhibits variety in species among residences. All units shall have a well-defined planting bed with a mixture of shrubs and foundational plantings.

2. Configurations and Techniques

- a. Detached single-family residential homes shall provide a minimum of one (1) understory tree within the front setback of each unit. ~~Along the collector street and~~ One (1) canopy tree shall be provided approximately every 100 linear feet ~~of street frontage~~. Each tree shall be perpetually maintained by the property owner and/or HOA. Trees may only be removed if severely damaged, diseased, or dead. Both removal and replacement with a similar tree within the next appropriate season for planting shall be enforced by the HOA. The owner’s breach of this subsection and failure to enforce by the HOA shall result in enforcement by the Town subject to the provisions in LDO Section 23.7. The HOA shall adopt rules for enforcement of this subsection in its covenants and restrictions, which provisions shall be subject to Town approval for consistency with this subsection.

- b. Berm heights and landscaping at substantially full maturity along Mackay Road shall be sufficient to soften the view of the rear of homes. Berm height shall not be less than 4 feet above grade within a width of 30 feet and landscaping shall be equivalent to a Type C landscaping buffer as described in LDO Section 11-6.2.
- c. Frontage on Guilford College Road located in the Gateway Scenic Corridor Overlay (LDO 8.5-3) and Mackay Road shall have only a scenic easement equal to 10% of the lot depth but no more than 50' from the edge of highway right-of-way. The Planning Director may require an additional depth of up to 25' to preserve structures and/or vegetation deemed to be significant shall be undisturbed natural or landscaped buffer using existing vegetation pursuant to the conservation tree standards in LDO Section 11-8 or a natural, landscaped or open space buffer between residential uses and the major thoroughfare using a Type A landscaping buffer. Existing mature trees in this buffer shall be maintained
- d. The Commercial Section and Amenity area shall include a variety of canopy and understory trees as submitted in a Master Landscaping Plan approved by the TRC.
- e. Double-loaded townhomes streets shall have a minimum of one (1) understory tree planted within the front setback approximately every 60 linear feet.
- f. Single family and townhome corner properties shall have a minimum of two Canopy Trees within the side setback, subject to the same provisions of paragraph G(1)(a).
- g. Neighborhood signage and entry features, lighting, sidewalk, fencing and any other neighborhood design elements shall be permitted in the Gateway Scenic Corridor Overlay, subject to TRC's reasonable approval. ~~scenic easement equal to 10% of the lot depth but no more than 50 feet from the edge of the road right-of-way.~~ The Planning Director may require an additional depth of up to 25 feet to preserve structures and/or vegetation deemed to be significant, as provided in LDO 8.5-3.
- h. Pursuant to LDO §11.6-2, a Type B buffer shall be planted between multi-family and single-family uses.

H. OPEN AND RECREATIONAL SPACE

1. Open and Recreational Space Standards. All open and recreational space standards, including location, design, and connection to public street rights-of-way and other dedicated open spaces shall be illustrated on the Master Plan. All open space not publicly dedicated to the Town shall be owned and maintained by the HOA.

2. Type and Location

- a. Open space may include parks, greens, squares, plazas, pathways, playgrounds, pocket parks, pickleball courts, Amenity area, stream buffers, flood plains, and playing fields.
- b. The Master Plan shall include Neighborhood Sections (“pedestrian sheds”) which shall be measured by a quarter mile radius. Each Neighborhood Section shall include prominent and centrally located open and recreational spaces.
- c. A minimum of 15,000 square feet of 5% useable open space shall be required for each quarter mile of pedestrian shed. Stormwater control areas and trails shall not be counted towards the 15,000 square feet of open space per quarter mile of pedestrian sheds. A minimum of 5% of the overall site shall be utilized for open space.

Commented [2]: This paragraph requires discussion before full edits and agreements.

3. Delineated Forms.

- a. Park. A park is a natural preserve available for unstructured recreation. It may be independent of surrounding building frontages, with a landscape consisting of paths and trails, meadows, water bodies, or woodlands, all naturally arranged. Parks may vary in size from small pocket parks to multi-acre tracts.
- b. Greens. A green is an open space available for unrestricted recreation and civic purposes, spatially defined by building frontages. Its landscape shall consist of formally arranged paths, lawns, and trees. Greens should be a minimum of one-half acre in size, and not larger than eight acres.
- c. Squares. Squares are open space available for unrestricted recreation and civic purposes and are spatially defined by building frontages. Its landscape shall consist of formally arranged paths, lawns, and trees. Squares are located at the intersection of major thoroughfares, a minimum of one-half acre in size and not larger than five acres.
- d. Playgrounds. Playgrounds are open spaces designed and equipped for the recreation of children. Playgrounds shall be fenced and may include an open shelter. Playgrounds should be interspersed in residential areas and may be

placed within a block. They can also be included within Parks and Greens. They have no minimum or maximum size.

- e. Public Trails. Public trails are designed walkways and paths for passive recreation.

I. MASTER PLAN

Definition. The Project shall include a Master Plan developed from the Concept Plan to serve as the principal exhibit for assigning regulatory standards within the overall Property. The Master Plan may be developed in phases.

J. NOTE THAT ALL OF PREVIOUS SECTION J SHOULD BE PUT BACK IN.

- Multifamily Residential
 - o Lot Size: 50'x140'
 - o Setbacks:
 - Front: 20'
 - Side: 5' (0 if attached)
 - Rear: 5'
 - o Corner: 10'

- - Building Height: All buildings shall be a maximum of thirty feet or three (3) stories
 - Driveways: All driveways for residential attached and detached shall be per Jamestown's Technical Standards Manual.

- .
- Front-loaded garages will be subject to the front setback requirements of this section of the Agreement.

K. MULTI-FAMILY BUILDING FAÇADE MATERIALS

Building façade materials for multi-family structures shall include any of the following: cementitious siding, cast stone, coursed stone, tile stone, limestone, granite, brick, finish textured concrete masonry, glass, painted metal, stucco, pre-cast concrete, architectural metals, wood, decorative glass, decorative tile, composite siding, and form moldings. The architectural features, materials, and the articulation of a façade of a building shall be continued on all sides visible from a public street.

**ARTICLE VII.
TRANSPORTATION IMPROVEMENTS**

A. TRAFFIC IMPACT ANALYSIS

1. Service. DRH shall hire a North Carolina licensed transportation engineer to perform a traffic impact analysis (“TIA”) for the Project.
2. Scope. DRH and the engineer shall meet with the Town and NCDOT to determine the proper scope and parameters of the TIA.
3. Transportation improvements. Improvements and mitigation measures required by the TIA shall be mandatory. Improvements and mitigation measures not required by the TIA shall not be required.

B. STREETS AND SIDEWALKS

1. Town Standards.

a. General Standards. All streets and sidewalks shall be built to Jamestown Standard as required by the Technical Standards Manual (“Standards Manual”). Deviations from the Standards Manual may be allowed.

b. Construction Materials. DRH has presented the Town with a Concept Plan showing streets that may be categorized as a collector that connects to Guilford College Road and Mackay Road which is fronted with rear-loaded residential lots, local residential streets, and alleyways. Materials and construction standards for each shall be:

(i) Collector – a minimum of 8 inches of aggregate base course (“ABC”), with 2.5 inches of intermediate coarse asphalt and 1.5 inches of surface coarse asphalt with standard 2’-6” curb and gutter.

(ii) Local residential streets – a minimum of 8 inches of ABC, with 2 inches of intermediate coarse asphalt and 1.5 inches of surface coarse asphalt with roll type (valley) curb and gutter.

c. Dimensions and Rights-of-Way.

(i) The collector shall have a 650-foot right-of-way with a 431-foot back-to-back width and a 2.5-foot planting strip.

(ii) Local residential streets shall have 50-foot right-of-way with a 31-foot back-to-back width and 2.5-foot planting strip.

(iii) Alleyways shall be constructed within a 20-foot private common area.

2. Alleyways. Alleyways will not be publicly dedicated and shall be privately maintained.

3. Roundabouts. The Town and DRH shall consult in good faith about standards for roundabouts, which are not covered in the Standards Manual.

4. Curb and Gutter on Mackay Road. DRH shall provide curb and gutter on Mackay Road where the Project abuts Mackay Road.

5. Sidewalks. Sidewalks internal to the Project shall not be less than five feet in width and placed on both sides of all double lot loaded streets. Internal sidewalks shall be connected to sidewalks along Mackay Road, and the sidewalk along Mackay Road shall be extended west to Guilford College Road and south along Guilford College Road to the Project's first access point south of the Mackay Road/Guilford College Road intersection (site access 4), and from the intersection of College Road and Guilford College Road to Area 8A. ~~Sidewalks shall not be required along Mackay Road or Guilford College Road.~~

6. Town maintenance. Streets and sidewalks that meet the Town's standards and any additional standards of this Agreement shall be publicly dedicated to the Town for continued maintenance.

7. Street signs. Street signs shall meet the Town's Signpost Specifications. DRH shall reimburse the Town at the Town's cost for sign acquisition. Installation shall be by DRH at DRH's cost.

8. Bicycle racks. All commercial areas, trail heads, and public gathering places shall have bicycle racks equal to 5% of the parking provided for automobiles per LDO §12.7 in number and location as approved by TRC.

Commented [3]: DRH has confirmed that these are NCDOT roads and no sidewalks are required along these roads. DRH is making a commitment to higher quality materials and a sanitation truck so needs to balance those costs and would suggest we delete this provision.

Commented [4R3]: Irrelevant that it's a DOT road. It's in the Town's jurisdiction and town standards for access, sidewalks, and curb and gutter along these streets still apply.

C. PARKING.

DRH shall provide parking equal to at least 2 guest spaces per 10 units of Rear Loaded homes and townhomes. For all detached and attached homes, 2 spaces per dwelling will be provided, which includes driveway and garage.

**ARTICLE VIII.
ENGINEERING AND STORMWATER**

A. UTILITIES

1. Water: All water infrastructure shall be in constructed accordance with the Town of Jamestown's Technical Standards Manual adopted May 19th, 2009 section 200.00.

2. Sewer: All sewer infrastructure shall be constructed in accordance with the Town of Jamestown's Technical Standards Manual adopted May 19th, 2009 section 300.00.

3. Storm Drain: All storm drains shall be constructed in accordance with the Town of Jamestown's Technical Standards Manual adopted May 19th, 2009 section 400.00.

4. The Town shall modify the Technical Standards Manual to allow for the approved equal of HDPE and HP pipe except in cases where ... [for Paul Blanchard].

B. ROADWAYS

1. Block/Cul-de-sac Lengths: Block lengths and cul-de-sacs shall not exceed 1200 feet in length. ~~as shown for the Project as currently configured on the attached Concept Plan. This may be modified during preparation of construction documents~~

Commented [5]: Concept plan and LDO and technical standards manual may have some conflicts in these dimensions. DRH needs flexibility in design to accomplish the intended purpose of the Project.

2. Minimum Street Centerline Radii: Street radii shall be consistent with the Town LDO standards or as enumerated in the Technical Standards Manual; provided, however, that Local Residential streets shall permit 90 degree turns. ~~modified from Town standards as shown for the Project as currently configured on the attached Concept Plan. This may be modified during preparation of construction documents~~

Commented [6]: Same point as above. Need flexibility in design.

Water Quality Devices [NOTE: this paragraph needs input from Paul Blanchard]

Commented [7]: Need input from our engineer.

C. WATER QUALITY DEVICES

1. DRH shall be required to provide a financial surety (i.e., bond) at an amount not to exceed 125% of installation cost remaining at time of bonding for each stormwater control measure (SCM) formerly known as "best management practices" (BMPs) per Article 19-25.2 (performance security for installation and maintenance) of the LDO. HOA documents shall provide for annual inspection, operation and maintenance costs of all BMPs.

2. Water quality devices shall be built to all local, state, and federal requirements.

D. GUARANTEE IN LIEU OF CONSTRUCTION ~~Guarantee in lieu of construction of improvements.~~

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In lieu of completion of construction of the required improvements of streets, sidewalks, landscaping, parking, public facilities and utilities, and other publicly required improvements prior to issuance of Certificate of Completion or final plat approval, the property owner ~~shall~~ may provide a performance guarantee as specified in Section 2.15 of the Ordinance.

A. E. GRADING AND EROSION CONTROL ~~Grading and Erosion Control~~

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~~1. The Town shall provide an issuance of Development Clearance Certificate to Guilford County within two (2) working days of receipt.~~

2. DRH shall follow Guilford County's requirements for grading and erosion control permitting, fees and bonding. Guilford County shall be the reviewing, permitting, and inspection authority.

F. RETAINING WALLS

Retaining walls outside public rights of way shall be designed and constructed in accordance with all applicable building codes.

ARTICLE IX.
DEDICATION AND SALE TO TOWN

A. PARK

1. Park. Prior to issuance of development permits, DRH shall subdivide and offer for sale to the Town approximately ___ acres in fee simple for a public park ("Park Tract").
2. Location. The Park Tract is located at the southern quadrant of the intersection of Guilford Road and Guilford College Road and to the north of tax parcels, 159959, 159960, 159961, 159962, 159963, and 159964.
3. No obligation to develop. Purchase of the Park Tract creates no obligation by the Town to develop the Park Tract.

Commented [8]: The Town has accepted your changes for this draft, but this is an issue for additional discussion.

B. BULL RUN TRAIL EASEMENT

1. Construction and Easement. DRH shall construct a trail no less than 12 feet in width and approximately _____ feet in length (the "Bull Run Trail") within an easement no less than 20 feet in width along Bull Run Creek. The first 1,320 feet shall be paved in asphalt subject to Town standards as specified in the draft version of the 2022 Bicycle and Pedestrian Plan.
2. Ownership and maintenance. The Town shall accept the dedication of and shall maintain the Bull Run Trail. All public trails shall be dedicated to the Town for permanent maintenance. This Agreement constitutes a binding obligation of the Town for acceptance of dedication of the trails. Failure to maintain the trails shall be a material breach of this Agreement by the Town.
3. Pervious area calculations. All pervious or non-built upon area within trails shall remain useable by DRH for its impervious surface calculations.

Commented [9]: Delete. DRH paying for sanitation truck and upgrading materials so needs to limit these types of expenses. Concerns re: public walking behind private homes. No public easements here.

Commented [10R9]: These trails were first proposed by DRH, not the Town.

ARTICLE X.
NON-RESIDENTIAL STANDARDS, ARCHITECTURE AND DESIGN

A. LOCATIONS AND SIZE

DRH has proposed commercial areas in multiple locations per the attached Exhibit B-1 along Guilford Road near the intersection of Mackay Road as shown of a site plan attached to this Agreement as Exhibit ____ -Commercial area lots may extend into stream buffers and flood plain areas.

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B. COMMERCIAL AREA 2 SIZE

The Commercial Area designated as Commercial Area 2 (near the neighborhood amenity center) shall not exceed 32,000 square feet of leasable space. One leasable space in Commercial Area 2 may be up to 6,500 square feet, and a second leasable space may be up to 2,500 square feet. All other leasable spaces shall not exceed 1,500 square feet. The commercial area(s) and amenity center are subject to change at DRH's reasonable discretion regarding configuration, layout and dimensions, subject to the size and limitations and design standards in this Agreement.

Commented [11]: DRH has not designed this area and needs to retain flexibility re: these neighborhood serving areas.

C. ENTRANCES AND OPENINGS

1. Locations. Building entrances shall be located and clustered along primary streets.

Commented [12]: Should not have any limitations on size of each space. Uses limited to main street uses anyway.

2. Articulation. At least 50% of the first floor of the primary façade should be articulated with building entrances, display windows, and windows affording views into retail, office, or lobby spaces. This requirement shall apply to all public street frontages. Modifications up to 10% may be administratively approved by the TRC.

Commented [13R12]: 6,500 sq. ft. gives you a Walgreens or similar sized use.

3. Recess depth. Building entrances that encroach into public right of way shall be recessed into the face of the building to a depth that permits the entry door to open and close without projecting into the public right-of-way.

4. Storefront zone. The storefront zone is the space between the unobstructed sidewalk and the storefront facade. This space enables shop owners to expand their merchandise experience beyond the interiors of the shop. This space may be occupied by building protections, such as bays, and semi-permanent features such as signs, benches, tables and chairs, flexible cafe fencing, planters, art, merchandising displays that support the retail experience. Projections shall not extend more than 3 feet beyond the boundary of a right-of-way.

D. EXTERIOR BUILDING MATERIALS

1. Primary facades. Primary facades are oriented towards areas of pedestrian activity and contain pedestrian access. Primary facade materials may include the following: cementitious materials, cast stone, coursed stone, tile stone, limestone, granite, brick, finish textured concrete masonry, glass, painted metal, stucco, pre-cast concrete, architectural metals, wood, decorative glass, decorative tile, composite siding, and form moldings. The architectural features, materials, and the articulation of a façade of a building shall be continued on all sides visible from a public street.

2. Secondary facades. Secondary facades are located along tertiary service/access alleys and within internal courtyards. These facades shall use similar materials, patterns and details achieved on the primary facade to create consistency throughout the project.

3. Prohibited materials. The following materials shall not be permitted: Aluminum siding, vinyl siding, unfinished tilt-up concrete panels, and unfinished concrete masonry units.

4. Screening. Service areas, dumpsters, loading docks, electrical and mechanical equipment shall be screened and, when possible, located internal to the building. Screening device materials and doors should be designed to complement materials and appearance of the building. Materials shall include wood, metal, brick (including brick veneer), stone or concrete.

E. Size and Setbacks.

The following minimum lot sizes and setbacks shall apply.

- Commercial
 - o Lot Size: 20'x40'
 - o Setbacks:
 - Front: 0-5'
 - Side: 0- 5'
 - Rear: 5'
 - Corner: 10'
- Civic
 - o Lot Size: 100' x 200'
 - o Setbacks:
 - Front: 0-15'
 - Side: 0-5'
 - Rear: 15'
 - Corner: 10'

**ARTICLE XI.
LAWS GOVERNING DEVELOPMENT OF THE PROJECT**

1. Ordinance of adoption. This Agreement is entered into by ordinance, making this Agreement legally binding and enforceable by its terms and by powers vested in the Town by statute.

2. Land Development Ordinance, Town Policies, and Other Laws. The Town’s current LDO and all Town standards and policies are listed by title and date of adoption on [Exhibit \[redacted\]](#) attached. Other Laws applicable to the Project include the adopted PUD zoning, which is attached to this Agreement as Exhibit [B-1](#), the Concept Plan attached to this Agreement, and this Agreement (collectively “Laws”). DRH’s covenants and restrictions and other rules adopted to govern the Project and its HOA are not considered Laws and may be modified and amended in the sole discretion of DRH, provided that no such covenants, rules, or restrictions shall not be inconsistent with this Agreement.

3. Permits. Permits issued by the State of North Carolina or the United States exist as to term and validity pursuant to the terms of the permit and underlying general statutes and federal codes. Permits referenced in this paragraph do not establish vested rights except as to common law application.

4. Vested rights. Except for the Town’s Fee Schedule, which changes from time to time in the discretion of the Town, DRH is vested for the duration of this Agreement under the laws and policies existing at the time of the Agreement, specifically including the laws and policies referenced in paragraph 2 above (“Existing Laws”). Except as expressly provided in N.C. Gen. Stat. §§ 160D-108(c) or 160D-108.1(f), no changes, amendments, alterations, expansions, enhancements, or application of Existing Laws shall apply to the Project without the written consent of DRH. As provided in N.C. Gen. Stat. § 160D-1007(c), in the event State or federal law is changed after this Agreement has been entered into and the change prevents or precludes compliance with one or more provisions of this Agreement, the Parties may modify the affected provisions, upon a finding that the change in State or federal law has a fundamental effect on the Agreement. To the extent that a change in State or federal law has a fundamental effect on the Agreement to the detriment of DRH and amendment of this Agreement is not prohibited by law, the Town agrees that its consent to amendment shall not be unreasonably or capriciously withheld.

5. Existing Laws Retained. The Existing Laws shall be kept in a permanent file in the Jamestown Town Hall clearly marked “PERMANENT TOWN RECORDS – DO NOT DISCARD OR AMEND. These documents permanently govern the development of D.R. Horton Property.” If DRH has named the Project at the time this Agreement is executed, the Existing Laws may be stored under the Project name. [Existing Laws shall also be stored electronically and retained permanently as provided in NCGS Section 132 et seq.](#)

6. Interpretation. All Laws shall be interpreted as though the Parties intended consistent interpretation and application and shall be read for consistent interpretation and application. To the extent allowed under North Carolina law, the terms and conditions of this Agreement shall control. Where there is a discrepancy in interpretation or application, the LDO that existed on the date of this Agreement’s adoption shall be considered the controlling ordinance. If a provision in the LDO that existed on the date of this Agreement’s adoption is ambiguous as to how it is applied to this Project, then this Agreement shall be considered first as the Town’s official interpretation of that provision and secondarily as an expression of the Town’s [intent](#).

Commented [14]: We are changing some items in the DA that are required in the LDO. Why are some changes considered acceptable but others are not allowed as changes to LDO? Lot sizes and setbacks. This Project requires flexibility for several reasons. We should include language about Dev Agrt controlling if conflicts occur.

Commented [15R14]: 160D does not all development agreements to change or alter what is “law.” If we allowed something contrary to the LD), it must be changed. However, PUD zoning allowed DRH to establish development standards unique to the project and the Town’s technical standards are not ordinances and can be changed.

ARTICLE XII.
ARTICLE 160D-1001 et. seq. CERTIFICATIONS

A. STATUTORY CERTIFICATIONS

This Agreement is governed and authorized by N.C. Gen. Stat. § 160D-1006, which requires the following information to be included:

1. Description. A description of the property subject to the agreement and the names of its legal and equitable property owners is found in Article __ and Exhibit A.
2. The duration of the agreement. The duration of this Agreement shall be forty (40) years from the date of recordation.
3. Permitted uses, densities, placement on the site, and design. Uses and unit counts shall be as listed in Article IV. Placement on the site shall be as illustrated in the Concept Plan attached as Exhibit B. Design shall be as described under Article VI (Architecture and Design) and Article X (Non-residential Standards).
4. Public facilities, responsibility for construction, dates and schedules of delivery. All provisions in the Agreement related to public facilities, who shall develop and provide the services, the sequences of delivery and who is responsible are described in Article V (Public Services), Article VII (Transportation Improvements) and Article VIII (Engineering and Stormwater). To the extent that the Town has incurred obligations for public services as described in this Agreement, such obligations shall be tied to successful performance by DRH in its development of the Project and meeting its own obligations as described in Article V of this Agreement.
5. Land reserved, dedicated or sold for public purposes and provisions for the protection of environmentally sensitive property. Public dedications or acquisitions are described in Article V, Article VII, Article VIII and Article IX (Dedication and sale to Town). There are no provisions for the protection of environmentally sensitive property other than those required by State and federal law.
6. Other protections for health, safety, and welfare. Public safety is further protected by several provisions contained within Article V (Public Services), Article VII, Article VIII and public welfare is further protected by provisions in all Articles.
7. Descriptions of provisions for preservation and restoration of historic structures. DRH shall work reasonably with the Preservation Greensboro and the Historic Jamestown Society to restore or preserve aspects from on-site historic structures, including the Futrell-Mackay-Armstrong house, and incorporate them into community amenities.

Commented [16]: Why not 20 as DRH suggested?
Reasonable time per NC statute.

Commented [17R16]: The Town wants certain obligations to survive 20 years. Vegetative requirements are among them.

**ARTICLE XIII.
MISCELLANEOUS**

1. Amendment. This Agreement may be amended by the mutual consent of the Parties or their successors in interest. As required by G.S. 160D-1006(e), consideration of a proposed major modification of the agreement shall follow the same procedures as required for initial approval of the Agreement. By the mutual consent of the Parties, the Technical Review Committee shall have the authority to approve minor, administrative amendments to this Agreement and the Concept Plan.

2. Recordation. Within fourteen (14) days after the Town enters into this Agreement, DRH shall record this Agreement in the Office of the Guilford County Register of Deeds.

3. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

4. Periodic Review. This Agreement shall be reviewed on a regular and routine basis during the development of the Project, including, but not limited to, the submittal of any site plans or other development plans for public services. Upon buildout, the Agreement shall be reviewed by the Town as reasonably necessary, but not less than once per year.

5. Default.

In the event one Party believes the other Party is in default under this Agreement, the applicable Parties shall make a good faith effort to negotiate and informally resolve the issues in dispute prior to terminating or modifying this Agreement. In the event of an impasse between the Parties in reaching any mutual agreement under this Agreement, the Parties shall make good faith efforts to negotiate and informally resolve the issue in dispute (the "Claim"). If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the notice of default, the Parties agree to submit the claim to mediation pursuant to the following process:

- i. The non-defaulting Party (the "Claimant") shall have sixty (60) additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency providing similar services upon which the Parties may mutually agree.
- ii. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. Such notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.
- iii. If settlement does not occur and mediation is terminated, the Parties may

Commented [18]: What are remedies if inspections and reviews that are time sensitive are not performed by Town. Should have exception for time sensitive items. Treat those differently b/c 30 day cure is not an adequate remedy. DRH needs to have either the waiver provision included, an offset against future fees or a monetary penalty that compensates for delay in performance. Further, what are DRH remedies if Town runs into utility capacity issues and is required to stop construction?

pursue any and all actions at law and equity permitted under this Agreement subject to any applicable right to notice and cure provided for in this Agreement.

- iv. The costs of the mediation shall be paid in equal shares by the Parties; provided, however, a Party who refuses to participate in a mediation that has been requested pursuant to this Paragraph may be assessed the entire costs of the mediation.

6. Notices. Notices shall be made to the following persons. Each Party shall make a good faith effort to determine the successors in interest of each of the following:

To the Town:

Mr. Matthew Johnson, Town Manager
301 E. Main Street
Jamestown, N.C. 27282
mjohnson@jamestown-nc.gov

With a copies to:

Elizabeth M. Koonce, Town Attorney
Roberson Hayworth & Reece PLLC
300 N. Main Street
High Point, NC 27260
bkoonce@rhrlaw.com

Thomas E. Terrell, Jr., Outside Legal Counsel
Fox Rothschild LLP
230 N. Elm St. Suite 230
Greensboro, NC 27401
tterrell@foxrothschild.com

To D.R. Horton
4150 Mendenhall Oaks Parkway
High Point, NC 27265
Attn: Bradley H Yoder
BHYoder@drhorton.com

7. Entire Agreement. This Agreement and the Laws described in Article XI set forth and incorporate by reference all promises, terms, conditions and understandings between the Town

and DRH related to the Property and the Project, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties related to the matters addressed in this Agreement.

8. Construction. Counsel for the Town and DRH have reviewed and revised this Agreement and any rule of construction that ambiguities are to be resolved against the drafting party shall not apply.

9. Assignment. After notice to the Town, DRH may assign its rights and responsibilities under this Agreement to subsequent landowners of all or any portion of the Project, provided that no assignment as to a portion of the Project will relieve DRH of responsibility with respect to the remaining portion of the Project owned by DRH without the written consent of the Town. If DRH sells the Project in its entirety and assigns its rights and responsibilities to a subsequent landowner, then DRH shall be relieved of all of its covenants, commitments and obligations hereunder at the time all such covenants, commitments, and obligations pass to DRH's successor.

10. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the Laws described in Article XI.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

12. Agreement to Cooperate. In the event of legal action instituted by a third party challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

13. Agreements to Run with the Land. This Agreement shall be recorded in the Office of the Guilford County Register of Deeds. The agreements contained herein shall be deemed to be binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property unless otherwise provided herein.

14. Hold Harmless. DRH agrees to and shall hold the Town, its officers, agents, employees, consultants, special counsel and representatives, harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of DRH or their contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project. DRH agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of DRH's actions or omissions in connection with the Project. This hold harmless Agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph. The Town may make all reasonable decisions with respect to its representation in any legal proceeding.

Notwithstanding the foregoing, DRH's obligation to indemnify and hold the Town harmless shall not extend to any claims, losses or damages that arise from the acts or omissions of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives as well as any claims, losses or damages arising from the gross negligence or willful misconduct of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives.

15. Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

16. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Town. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. The Town has pre-audited this Agreement and the obligations hereunder to ensure compliance with budgetary accounting requirements (if any) that may apply. This Agreement is conditioned upon, and shall not be operative until, any required pre-audited **certificate** is supplied.

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17. Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the person signing this Agreement has the authority to bind DRH or the Town.

18. Validity. DRH has fully participated in the negotiation and execution of this Agreement and affirms that the provisions and conditions herein pertaining to its financial and other obligations comport with all requirements of the UDO and the laws of the State of North Carolina, the laws of the United States, and common law.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT "A"

Property – Legal Description

DRH has had the property legal description prepared for this Agreement, which description has not been verified by the Town. Discrepancies in this description do not override provisions in this Agreement or extend rights or zoning to properties not listed or advertized as being part of the annexation, rezoning, and this Agreement.

Survey Description: Parcel A

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recoded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

- North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;
- along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:
 - along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;
 - North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;
 - North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:
- North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
- North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
 - along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
 - South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
 - North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
 - North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
 - North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;

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- North 04° 56' 17" East 594.17 feet to a Disk Found;
- along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
- along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
- North 28° 59' 59" East 145.62 feet to a Disk Found;

- North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
- North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence crossing Mackay Road, North 11° 07' 42" East 94.20 feet to the True Point of Beginning being a Disk Found at the intersection at the northern right-of-way line of Mackay Road and the eastern right-of-way line of Guilford College Road; thence along said eastern right-of-way line of Guilford College Road, the following three (3) courses:
 - 4 North 04° 40' 46" West 33.01 feet to a 1/2 Inch Iron Pipe Set;
 - 5 North 33° 57' 12" East 109.13 feet to a Disk Found;
 - 6 North 33° 19' 46" East 50.70 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 3 of Deed Book 6655, Page 621; thence along the southern property line of said Tract 3 of Deed Book 6655, Page 621, South 85° 37' 47" East 715.14 feet to a 1/2 Inch Iron Pipe Set at the western property line of the Jordan Creek Townhomes as shown on Plat Book 184, Page 79; thence along said western property line of the Jordan Creek Townhomes, South 04° 42' 07" West 438.75 feet to a 1/2 Inch Iron Pipe Set at said northern right-of-way line of Mackay Road; thence along said northern right-of-way line of Mackay Road, the following seven (7) courses:
 - North 77° 42' 15" West 13.49 feet to a 1/2 Inch Iron Pipe Set;
 - North 82° 35' 52" West 103.56 feet to a 1/2 Inch Iron Pipe Set;
 - North 83° 23' 22" West 153.14 feet to a 1/2 Inch Iron Pipe Set;
 - along a curve to the right having a radius of 623.36 feet with a chord bearing and distance of North 67° 48' 28" West 327.83 feet to a Disk Found;
 - North 40° 56' 32" West 94.76 feet to a Disk Found;
 - North 48° 56' 48" West 63.68 feet to a Disk Found;
 - North 56° 02' 43" West 98.31 feet to the True Point of Beginning, containing 6.491 acres.

Survey Description: Parcel B

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recoded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

- North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;
- along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as

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recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1. along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2. North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3. North 01° 40' 29" East 29.54 feet to the True Point of Beginning being a 1/2 Inch Iron Pipe Set; thence continuing along said eastern right-of-way line of Guilford College Road, the following twelve (12) courses:

1. North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;

2. North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;

3. along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;

4. South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;

5. North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;

6. North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;

7. North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;

8. North 04° 56' 17" East 594.17 feet to a Disk Found;

9. along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;

10. along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;

11. North 28° 59' 59" East 145.62 feet to a Disk Found;

12. North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;

13. North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road the following six (6) courses:

A. along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;

B. South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;

C. South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;

D. along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;

E. along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;

F. South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the northeastern corner of now or formerly, Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the western property lines of said Kathleen R. Johnson, the following three (3) courses:

A. South 03° 21' 44" West 2,008.41 feet to a 1 Inch Iron Pipe Set;

B. South 43° 19' 08" East 395.97 feet to a 1 Inch Iron Pipe Set;

C. South 66° 52' 20" East 290.22 feet to a point at the northeastern corner of said William Pearce Johnson, III and wife, Bebe Buice Johnson; thence along the northern property line of said William Pearce Johnson, III and wife, Bebe Buice Johnson, South 84° 38' 28" West 1,481.47 feet to the True Point of Beginning, containing 56.650 Acres.

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| [Survey Description: Parcel C](#)

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| [138482413.1](#)

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recoded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

1. North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
2. along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;
3. along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:
 1. along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;
 2. North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;
 3. North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:
 1. North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
 2. North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
 3. along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
 4. South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
 5. North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
 6. North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
 7. North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;
 8. North 04° 56' 17" East 594.17 feet to a Disk Found;
 9. along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
 10. along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
 11. North 28° 59' 59" East 145.62 feet to a Disk Found;
 12. North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
 13. North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay

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- Road; thence along said southern right-of-way line of Mackay Road the following six (6) courses:
1. along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;
 2. South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;
 3. South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
 4. along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
 5. along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;
 6. South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the True Point of Beginning; thence continuing along said southern right-of-way line of Mackay Road, the following five (5) courses:
 7. South 82° 35' 52" East 99.01 feet to a 1/2 Inch Iron Pipe Set;
 8. South 76° 12' 46" East 95.93 feet to a 1/2 Inch Iron Pipe Set;
 9. South 67° 28' 23" East 93.08 feet to a 1/2 Inch Iron Pipe Set;
 10. South 58° 54' 46" East 97.47 feet to a 1/2 Inch Iron Pipe Set;
 11. South 53° 14' 19" East 69.66 feet to a 1-1/4 Inch Iron Pipe Found at the northwestern corner of now or formerly TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81; thence along the western property line of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81, South 34° 09' 44" East 350.69 feet to a 1 Inch Iron Pipe Found at a western corner of said Tract 1 of Deed Book 6655, Page 621; thence along the western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:
 12. South 03° 53' 05" West 1,760.25 feet to a 1/2 Inch Iron Pipe Set;
 13. South 20° 25' 54" West 210.60 feet to a point at the northeastern corner of said Tract 2 of Deed Book 6655, Page 621; thence along the eastern property lines of said Tract 2 of Deed Book 6655, Page 621, the following three (3) courses:
 14. North 66° 52' 20" West 290.22 feet to a 1 Inch Iron Pipe Set;
 15. North 43° 19' 08" West 395.97 feet to a 1 Inch Iron Pipe Set;
 16. North 03° 21' 44" East 2,008.41 feet to the True Point of Beginning, containing 30.698 Acres.
- Survey Description: Parcel D**
Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:
- Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recoded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:
17. North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

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18. along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;
19. along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:
20. along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;
21. North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;
22. North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:
23. North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
24. North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
25. along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
26. South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
27. North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
28. North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
29. North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;
30. North 04° 56' 17" East 594.17 feet to a Disk Found;
31. along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
32. along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
33. North 28° 59' 59" East 145.62 feet to a Disk Found;
34. North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
35. North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road, the following six (6) courses:
- along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;
- South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;
- South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
- along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
- along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;
- South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the northeastern corner of now or formerly, Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence continuing along said southern right-of-way line of Mackay Road, the following five (5) courses:

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- [South 82° 35' 52" East 99.01 feet to a 1/2 Inch Iron Pipe Set;](#)
- [South 76° 12' 46" East 95.93 feet to a 1/2 Inch Iron Pipe Set;](#)

- [South 67° 28' 23" East 93.08 feet to a 1/2 Inch Iron Pipe Set;](#)
- [South 58° 54' 46" East 97.47 feet to a 1/2 Inch Iron Pipe Set;](#)
- [South 53° 14' 19" East 69.66 feet to a 1-1/4 Inch Iron Pipe Found being the True Point of Beginning, thence continuing along said southern right-of-way line of Mackay Road the following three \(3\) courses:](#)

1. [South 50° 29' 40" East 164.36 feet to a 1/2 Inch Iron Pipe Set;](#)
2. [South 50° 25' 53" East 20.16 feet to a 1/2 Inch Iron Pipe Set;](#)
3. [along a curve to the left having a radius of 960.00 feet with a chord bearing and distance of South 58° 15' 18" East 261.36 feet to a 1/2 Inch Iron Pipe Set \(a #4 Rebar Found North 50° 26' 59" West 3.47 feet off corner\) at a northwestern corner of said Tract 1 of Deed Book 6655, Page 621; thence along the western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two \(2\) courses:](#)
 1. [South 04° 02' 43" West 36.56 feet to a Stone Found \(a 1-1/4 Inch Iron Pipe Found North 11° 08' 06" East 0.19 feet from said Stone Found\);](#)
 2. [North 89° 35' 04" West 165.11 feet to a 1 Inch Iron Pipe Found at an eastern corner of said Kathleen R. Johnson; thence along the eastern property line of said Kathleen R. Johnson, North 34° 09' 44" West 350.69 feet to the True Point of Beginning, containing 0.597 acres.](#)

Survey Description: Parcel E

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

[Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83\(2011\) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recoded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three \(3\) courses:](#)

1. [North 55° 42' 46" West 3,404.59 feet \(crossing a Disk Found at 998.82 feet and at 2,475.20 feet\) to a Disk Found;](#)
2. [along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;](#)
3. [along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to the True Point of Beginning being a 1 Inch Iron Pipe Set; thence continuing along the eastern right-of-way line of Guilford College Road, the following three \(3\) courses:](#)
 - [along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;](#)
 - [North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;](#)
 - [North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnerships, recorded as Tract 2 of Deed Book 6655, Page 621; thence along the southern property line of said Tract 2 of Deed Book 6655, Page 621, North 84° 38' 28" East 1481.47 feet to a point at a western corner of said Tract 1 of Deed Book 6655,](#)

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Page 621, thence along western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:

- South 03° 53' 05" West 1186.00 feet to a 1 Inch Iron Pipe Set;
- North 70° 22' 04" West 1,304.11 feet to the True Point of Beginning, containing 27.956 acres.

Survey Description: Parcel F

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to the True Point of Beginning being a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recoded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds; thence along said northern right-of-way line of said Guilford College Road, the following three

(3) courses:

- North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;
- along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence along the southern and eastern property line of said Johnson, the following two (2) courses:
 - South 70° 22' 04" East 1304.11 feet to a 1 Inch Iron Pipe Set;
 - North 03° 53' 05" East 1186.00 feet to a point at the southwestern corner of now or formerly TTM Family Limited Partnership, a North Carolina Limited Partnership recorded as Tract 2 in Deed Book 6655, Page 621 and the southern most corner of now or formerly Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the eastern property lines of said Kathleen R. Johnson the following Two (2) courses:
- North 20° 25' 54" East 210.60 feet to a 1/2 Inch Iron Pipe Set;
- North 03° 53' 05" East 1,760.25 feet to a 1 Inch Iron Pipe Found at the southwestern corner of now or formerly, TTM Family Limited Partnership, A North Carolina Limited Partnership as recoded in Deed Book 8000, Page 81; thence along the southern and eastern property lines of said TTM Family Limited Partnership as recoded in Deed Book 8000, Page 81, the following Two (2) courses:
 1. South 89° 35' 04" East 165.11 feet to a Stone Found (a 1-1/4 Inch Iron Pipe Found North 11° 08' 06" East 0.19 feet from said Stone Found);
 2. North 04° 02' 43" East 36.56 feet to a 1/2 Inch Iron Pipe Set at the southern right-of-way line of Mackay Road (S.R. 1549) (a #4 Rebar Found North 50° 26' 59" West 3.47 feet off corner); thence along said southern right-of-way line of Mackay Road, the following fourteen (14) courses:
 1. South 67° 45' 40" East 91.38 feet to a 1 Inch Iron Pipe Set;
 2. South 68° 32' 44" East 481.35 feet to a 1 Inch Iron Pipe Set;

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3. [South 68° 56' 50" East 100.00 feet to a 1 Inch Iron Pipe Set;](#)
4. [South 70° 44' 04" East 101.26 feet to a 1 Inch Iron Pipe Set;](#)
5. [South 73° 06' 37" East 101.15 feet to a 1 Inch Iron Pipe Set;](#)
6. [South 74° 53' 45" East 102.01 feet to a 1 Inch Iron Pipe Set;](#)
7. [South 75° 06' 11" East 98.89 feet to a 1 Inch Iron Pipe Set;](#)
8. [South 75° 41' 01" East 100.11 feet to a 1 Inch Iron Pipe Set;](#)
9. [South 78° 17' 04" East 102.61 feet to a 1 Inch Iron Pipe Set;](#)
10. [South 83° 08' 38" East 101.00 feet to a 1 Inch Iron Pipe Set;](#)
11. [South 86° 56' 13" East 102.59 feet to a 1 Inch Iron Pipe Set;](#)
12. [North 89° 31' 17" East 96.75 feet to a 1 Inch Iron Pipe Set;](#)
13. [South 01° 50' 08" East 20.00 feet to a Disk Found;](#)
14. [North 86° 56' 39" East 369.69 feet to a 1 Inch Iron Pipe Set at the western corner of now or formerly TTM Family Limited Partnership, A North Carolina Limited Partnership as recorded in Deed Book 8000, Page 81 and as Lot 2 of Plat Book 169; thence along the southern property line of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81; thence South 88° 12' 35" East 568.60 feet to a Bent 3/4 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument at the southwestern corner of now or formerly Adams Farm Community Association, Inc. as recorded in Deed Book 3719, Page 120 and as Common Area of Plat Book 91, Page 46; thence along the southwestern property lines of said Common Area of Plat Book 91, Page 46, the following two \(2\) courses:](#)
 1. [South 86° 25' 45" East 71.44 feet to a Concrete Monument Found \(a Bent 3/4 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument Found South 57° 59' 26" East off-corner\);](#)
 2. [South 40° 37' 46" West 142.92 feet to a 3/4 Inch Iron Pipe Found at the northwestern corner of now or formerly Adams Farm Community Association, Inc. as recorded in Deed Book 4279, Page 2162 and as Common Area of Plat Book 110, Page 72; thence along the southwestern property lines of the Common Area of Plat 110, Page 72, the following five \(5\) courses:](#)
 - [South 05° 15' 09" East 70.09 feet to a 3/4 Inch Iron Pipe Found;](#)
 - [South 63° 42' 09" East 153.49 feet to a 1 Inch Iron Pipe Found;](#)
 - [South 19° 33' 51" West 193.54 feet to a 3/4 Inch Iron Pipe Found;](#)
 - [South 09° 53' 29" East 133.70 feet to a 1 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument;](#)
 - [South 86° 31' 30" East 51.80 feet to a 1/2 Inch Iron Pipe Found at the northwestern corner of now or formerly Lynne F. Garrison as recorded in Deed Book 5779, Page 3039 and Deed Book 4061, Page 2031; thence along the western property lines of said Lynne F. Garrison, the following three \(3\) courses:](#)
 1. [South 03° 52' 32" West 961.09 feet to a 1 Inch Iron Pipe Found \(1 foot tall\);](#)
 2. [North 79° 18' 01" East 126.57 feet to a Stone Found with a P-K Nail;](#)
 3. [South 04° 48' 10" West 887.66 feet to a 3/4 Pinch Top Inch Iron Pipe Found at an area Dedicated to the Public, Town of Jamestown and Guilford County as Drainageway and Open Space as recorded per Plat Book 123, Page 12; thence along said Drainageway and Open Space, South 04° 50' 16" West 360.51 feet to a 1/2 Inch Iron Pipe Set at the northwestern corner of an area Dedicated to the Public, Town of Jamestown and Guilford County as Drainageway and Open Space as recorded per Plat Book 123, Page 12; thence along the western property lines of said Drainageway and Open Space and Common Area and Drainage, Maintenance and Utility Easements per Plat Book 127, Page 69, South 04° 50' 04" West 650.65 feet to a to a 1/2 Inch Iron Pipe Found at the northwestern corner of Lot 277 of Plat Book 127, Page 71; thence along](#)

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the western property lines of Lots 277,278,279,280,281, and 282, South 04° 51' 26" West 516.81 feet (crossing a to a 1/2 Inch Iron Pipe Found at 14.99 feet, 191.96 feet, 270.71 feet,

346.81 feet) to a 1 Inch Iron Pipe Set (a 1/2 Inch Iron Pipe Found North 68° 14' 19" East 0.36 feet off corner) at the northern right-of-way of Hund Case Drive; also being at a northern corner of now or formerly St. Francis Pet Funeral Service and Cemetary, Inc. as recorded in Deed Book 5795, Page 2488 and as Tract 1 of Plat Book 148, Page 16; thence along the western property lines of said St. Francis Pet Funeral Service and Cemetary, Inc., the following five (5) courses:

1. North 85° 48' 50" West 49.64 feet to a 1 Inch Iron Pipe Set;
2. South 04° 48' 46" West 196.41 feet to a 1 Inch Iron Pipe Set;
3. South 04° 12' 51" West 45.48 feet to a #4 Rebar Found;
4. South 86° 03' 30" East 50.17 feet to a Bent #4 Rebar Found;
5. South 03° 50' 13" West 425.31 feet to a Bent I" Iron Pipe Found at the northeastern corner of now or formerly The Trustees of Guilford County Technical Community College as recorded in Deed Book 5988, Page 1797; thence along the northern property line of said The Trustees of Guilford County Technical Community College, North 88° 06' 09" West 892.83 feet to the True Point of Beginning, containing 287.789 acres.

Survey Description: Parcel H

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 76° 39' 57" West 525.16 feet to a Disk Found at the intersection of the southern right-of- way line of Guilford College Road and the western right-of-way line of Jamestown Square Drive; thence along said western right-of-way line of Jamestown Square Drive, South 34° 16' 11" West 76.88 feet to a 1" Iron Pipe Set at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797; thence along the northern property line of said The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797, North 88° 06' 09" West 159.26 feet to a 1" Iron Pipe Found with a Cap and Tack at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 7116, Page 540 and Plat Book 171, Page 76;

thence along the northern and western property lines of said The Trustees of Guilford Technical Community College as recorded in Deed Book 7116, Page 540 and Plat Book 171, Page 76, the following four (4) courses:

- o North 88° 06' 09" West 402.15 feet to a 1 Inch Iron Pipe Found;
 - o South 03° 26' 52" West 470.18 feet (crossing a 1 Inch Iron Pipe Found at 464.85 feet) to a 1 Inch Iron Pipe Found;
 - o North 85° 45' 21" West 626.89 feet to a 1 Inch Iron Pipe Found with a Tack,
- South 03° 26' 54" West 396.13 feet to a 1 Inch Iron Pipe Found at the northeastern corner of now or formerly Davis Family Enterprises, LTD as recorded in Deed Book 6123, Page 2187; thence along the northern property line of said Davis Family Enterprises, LTD, North 86° 54' 19" West 672.75 feet (Crossing a 1 Inch Iron Pipe Found at 174.15 feet and at 583.73 feet) to a point at the southwestern corner of now or formerly Town of Jamestown as recorded in Plat Book 124, Page 27; thence along said eastern property lines of said Town of Jamestown as recorded in Plat Book 124, Page 27, the following three (3) courses:

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1. North 09° 47' 15" West 105.39 feet to a point;
2. North 18° 29' 10" East 355.33 feet to a point;
3. North 46° 14' 35" East 94.68 feet to a point at the southeastern corner of now or formerly Town of Jamestown as recorded in Plat Book 128, Page 115; thence along said eastern and northern property lines of said Town of Jamestown as recorded in Plat Book 128, Page 115, the following six (6) courses:
 - o North 46° 14' 35" East 58.09 feet to a point;
 - o North 65° 32' 45" East 141.11 feet to a point;
 - o North 51° 15' 00" East 289.95 feet to a point;
 - o North 40° 53' 50" East 274.42 feet to a point;
 - o North 41° 49' 30" East 204.09 feet to a point;
 - o North 56° 29' 30" West 273.90 feet (crossing a 1 Inch Iron Pipe Set at 50.00 feet) to a 1 Inch Iron Pipe Set at the northeastern corner of now or formerly Johnson / Liberty LLC as recorded in Deed Book 433, Page 992 and Plat Book 128, Page 115, said 1 Inch Iron Pipe Set being North 34° 32' 15" East 4.52 feet from a Disturbed Stone Found; thence along the northern property lines of said Johnson/ Liberty LLC and Lots 124, 125, 126, 129 and 130 of said Plat Book 128, Page 115 and Lots 119 and 120 of Plat Book 128, Page 114, North 56° 29' 30" West 1,266.64 feet (crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 130 at 559.84 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 129 at 660.76 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 126 at 761.68 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 125 at 904.52 feet, and a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 119 at 1,131.47 feet) to a 1 Inch Iron Pipe Found at a northern corner of said Lot 119; thence along the northern property lines of said Lot 119 and Lots 107, 108, 109, 110, 111, 112, 113, 114, 115 and 118 of said Plat Book 128, Page 114, the following seven (7) courses:
 1. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 50° 48' 07" West 131.44 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 118;
 2. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 46° 46' 02" West 75.55 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 115;
 3. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 43° 10' 22" West 108.87 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 114;
 4. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 38° 59' 15" West 105.83 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 113;
 5. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 34° 08' 56" West 142.37 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 112;
 6. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 30° 47' 22" West 29.96 feet to a 1 Inch Iron Pipe Found at a northern corner of Lot 112;

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7. North 56° 29' 24" West 694.88 feet (crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 111 at 112.46 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 110 at 245.58 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 109 at 345.79 feet, crossing a 1 Inch Iron Pipe Found at the northeastern

corner of said Lot 108 at 446.00 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 107 at 574.80 feet, and crossing a 1 Inch Iron Pipe Found at the northwestern corner of said Lot 107 at 682.81) to a 1 Inch Iron Pipe Found at the eastern right-of-way line of College Road; thence along said eastern right-of-way line of College Road, the following seven

(7) courses:

1. North 39° 34' 26" East 96.59 feet to a 1 Inch Iron Pipe Set;
2. South 50° 25' 34" East 20.34 feet to a 1 Inch Iron Pipe Set;
3. North 39° 34' 26" East 81.85 feet to a Disk Found;
4. along the arc of a curve to the right having a radius of 705.38 feet with a chord bearing and distance of North 42° 11' 28" East 190.32 feet to a Disk Found;
5. North 50° 04' 29" East 68.80 feet to a Disk Found;
6. South 70° 32' 19" East 15.03 feet to a Disk Found;
7. North 72° 45' 05" East 51.39 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162; thence along the southern property line of said William Pearce Johnson, III and wife Bebe Buice Johnson, South 70° 22' 04" East 192.10 feet to 1 Inch Iron Pipe Set at the southern right-of-way line of said Guilford College Road; thence along said southern right-of-way line of said Guilford College Road, the following seven (7) courses:
 1. along the arc of a curve to the left having a radius of 1,066.27 feet with a chord bearing and distance of South 35° 25' 24" East 501.63 feet to a Disk Found;
 2. along the arc of curve to the left having a radius of 1,704.10 feet with a chord bearing and distance of South 53° 26' 25" East 239.08 feet to a Disk Found;
 3. South 55° 42' 46" East 1,830.25 feet (crossing a Disk Found at 242.81 feet) to a Disk Found;
 4. South 34° 17' 14" West 119.94 feet to a Disk Found;
 5. South 56° 23' 52" East 805.99 feet to a 1 Inch Iron Pipe Set Found;
 - South 56° 23' 39" East 218.84 feet to the True Point of Beginning, containing 55.770 acres.

Survey Description: Parcel J

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 76° 39' 57" West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College Road and the western right-of-way line of Jamestown Square Drive; thence along said southern right-of-way line of Guilford College Road and the northern property line of now or formerly TTM Family Limited Partnership, a North Carolina Limited Partnership as recorded in Deed Book 6655, Page 621, Tract 2, the following six (6) courses:

- o North 56°23'39" West 218.84 feet to a 1 Inch Iron Pipe Set;
- o North 56° 23' 52" West 805.99 feet to a Disk Found;
- o North 34° 17' 14" East 119.94 feet to a Disk Found;
- o North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 1,476.38 feet and 2,405.77 feet) to a Disk Found;

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o along the arc of a curve to the right having a radius of 1,704.09 feet with a chord bearing and distance of North 53° 26' 25" West 239.08 feet to a Fisk Found;
o along the arc of a curve to the right having a radius of 1,066.27 feet with a chord bearing and distance of North 35° 25' 254" West 501.63 feet to the True Point of Beginning; thence along a northern property line of said TTM Family Limited Partnership, North 70° 22' 04" West 192.10 feet to a 1 Inch Iron Pipe Set in the eastern right-of-way line of Guilford Road; thence along said eastern right-of-way line of Guilford Road, North 72° 45' 05" East 150.70 feet to a Disk Found at the intersection of said eastern right-of-way line of Guilford Road and said southern right-of-way line of Guilford College Road, thence along said southern right-of-way line of Guilford College Road, a curve to the left having a radius of 1,066.27 feet with a chord bearing and distance of South 18° 43' 07" East 115.33 feet to the True Point of Beginning, containing 0.197 Acres.

o **Containing 466.152 +/- acres Jamestown, Parcel ID # 159144, Parcel ID # 159105, Parcel ID #159106, Parcel ID #158765, Parcel ID #234677, Parcel ID #234678, Parcel ID #234679, Parcel ID #234680**

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EXHIBIT "B"

Approved Concept Plan

Town Staff Note: A high quality image of this Exhibit can be found on PDF Page 55



[131848915.1](#)

[134577895.1](#)

[137169653.1](#)

[138482413.1](#)

Town Staff Note: A high quality image of this Exhibit can be found on PDF Page 56

EXHIBIT "B-1"



[131848915.1](#)

[134577895.1](#)

[137169653.1](#)

[138482413.1](#)

Town Staff Note: A high quality image of this Exhibit can be found on PDF Page 57

EXHIBIT "B-2"



- [131848915.1](#)
- [134577895.1](#)
- [137169653.1](#)
- [138482413.1](#)

EXHIBIT "C"

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[131848915.1](#)

[134577895.1](#)

[137169653.1](#)

[138482413.1](#)



LAND USE DESCRIPTION

10/29/2021

DEVELOPED AREAS		PLANNED	ALTERNATE
AREA	ACRES	USE	PRODUCT
AREA 1	48.1	Single Family and/or Townhouses	Single Family, Townhouses, Apartments and/or Commercial
AREA 2	24.2	Neighborhood Amenity and/or Commercial	SPB
AREA 3	21.6	Townhouses and/or Single Family	Neighborhood Amenity, Commercial, Single Family and/or Townhouses
AREA 4	8.0	Single Family and/or Townhouses	Apartments and/or Commercial
AREA 5	35.3	Single Family and/or Townhouses	Apartments and/or Commercial
AREA 6	37.6	Single Family	Townhouses
AREA 7	48.0	Single Family	Townhouses
AREA 8	21.6	Apartments	Single Family, Townhouses and/or Commercial
AREA 9	41.2	Public, Transit	Commercial and/or Circulator/Station
AREA 10	2.1	Townhouses and/or Neighborhood Amenity	Commercial
TOTAL	305.00		

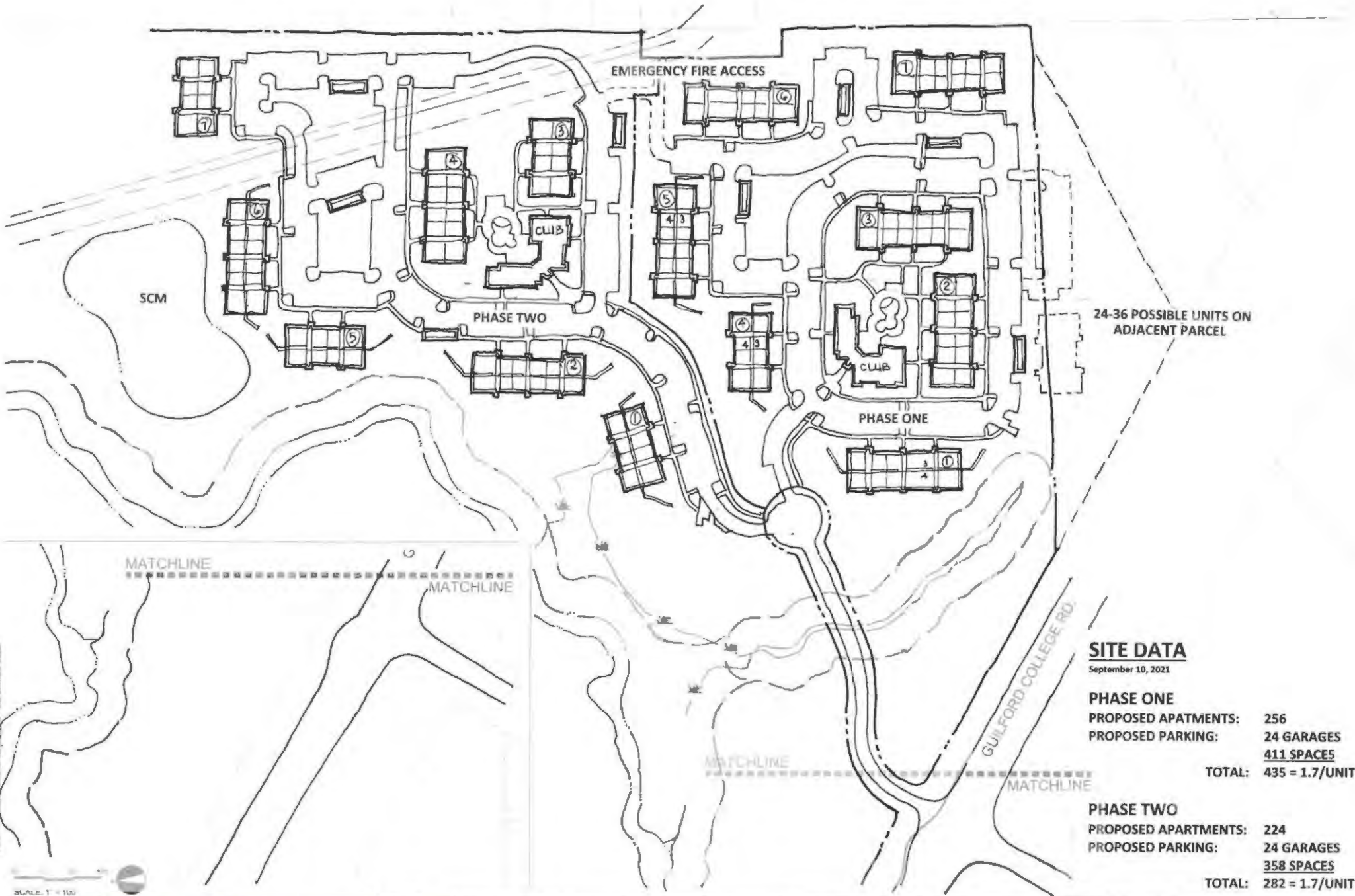
SITE CONSTRAINTS	
ROAD USE BUFFER	NOT YET CONFIGURED
FLOOD PLAIN	NOT YET CONFIGURED
CREEK BUFFERS	NOT YET CONFIGURED
WETLANDS	NOT YET CONFIGURED
SLOPES	NOT YET CONFIGURED
OTHER	NOT YET CONFIGURED
TOTAL	0.00

ACCESS POINTS TO BE DETERMINED BY NCDOT

PROJECT JAMESTOWN

Preliminary Schematic Plan - September 29, 2021





GUIDING PRINCIPLES

The following Principles were derived from the Public Community Planning and Design Workshop, based on documented community preferences, as measured by both in-person and online surveys taken during that process, with reference to specific issues and features represented in the resulting Master Plan.

1. Overall Neighborhood Structure

Neighborhood structure describes the location and relative juxtaposition of neighborhood patterns as depicted in the Regulating/Master Plan, based on ¼ mile walking radius, including the street and block network, and the location and types of neighborhood amenities and civic features.

2. Internal Connectivity

Internal connectivity describes the ability to easily move about within the Subject Property both on foot, and by car and/or bicycle, based on the level of connectivity within the internal network of walkable streets and pedestrian pathways.

- a. Neighborhood to Neighborhood
- b. Within Neighborhood (Intersection Spacing)

3. External Connectivity

External Connectivity describes the ability to move between the Subject Property and the larger Jamestown Community, based on the number of points of ingress/egress between the two, and the nature and location of those points, in terms of connecting between the internal and external street and pedestrian networks, and the ability of those interfaces to accommodate both pedestrian and vehicular movements safely and efficiently.

4. Block Size

Block size is a basic metric typically used to measure the relative ease of mobility within a given neighborhood, and within the community as a whole. In general, smaller block sizes produce a finer-grained street network, allowing for a greater range of travel options between two destinations, resulting in more convenient and efficient movement, and less overall congestion.

5. Street Design

Street design, as a general category, encompasses a broad array of factors which collectively define both the functional and aesthetic nature of that community asset. This may include how buildings relate to the street, and how comfortably and safely a pedestrian may travel along it. Specific factors discussed in the workshop included:

- a. Ratio of Front-Loaded to Rear/Size Loaded, Based on Lot Size and Location
- b. Relationship of building to street

6. Mix and Allocation of Unit Types, Overall, and within each Neighborhood

To reduce visual monotony, and to accommodate a broader range of lifestyle preferences and housing choice, a diverse mix of unit types and their allocation within each neighborhood was generally considered preferable to having only a small number of unit types, repetitively situated.

7. Location of Open Space/Civic Functions within each Neighborhood

The presence and location of open space and civic functions within each neighborhood, such as playgrounds and neighborhood parks, are considered desirable features for each individual neighborhood, and for the community as a whole.

8. Mix of Uses

Mixing uses – typically retail and residential – both vertically and by proximity, provides greater convenience and amenity for local residents, reduces congestion and the need for parking, and can also create an enhanced sense-of-place and community identity.

9. Relationship of Project to Larger Community Context

How the project integrates into the larger Jamestown community in terms of character and feel, its adjoining neighborhoods, and in addressing community needs and aspirations relating to both land-use and housing needs, should be as seamless and positive as possible.

10. Architectural Character and Styles

The architecture in the project should be of good quality, thoughtfully designed and detailed, and built of durable materials. In character and style, it should be consistent with, and reflective of, the architectural styles and building types currently found in the community, and the building traditions of the area.

**PERMITTED USE TABLES
TOWN OF JAMESTOWN, NC**

Use Type	Main Street (MS)	Main Street Periphery (MSP)
ABC Store (liquor)	P	P
Accessory Structures	P	P
Accounting, Auditing or Bookkeeping Services	P	P
Administrative or Management Services	P	P
Advertising Agency	P	P
Alteration, Clothing Repair	P	P
Ambulance, Fire, Rescue Station	P	P
Antique Store	P	P
Apparel Sales (Clothing, Shoes, Accessories)	P	P
Appliance Store	P	P
Architect, Engineer or Surveyor's Office	P	P
Arts and Crafts Store	P	P
Auto Supply Sales	P	P
Bakery	P	P
Barber Shop	P	P
Bars	P	P
Beauty Shop	P	P
Bed and Breakfast (Tourist Home, Boarding House)	P	P
Bicycle Assembly (Bike Shop)	P	P
Billiard Parlors, Bingo Games, etc	P	P
Bookstore	P	P
Building Supply Sales (no storage yard)	P	P
Camera Store	P	P
Candy Store	P	P
Church, Synagogue, Place of Worship	P	P
Clothing, Shoe and Accessory Store	P	P
Club or Lodge	P	P
Coin Operated Amusement	P	P
Communication or Broadcasting Facility, without Tower	P	P
Computer Sales and Service	P	P
Convenience Store (without gasoline pumps)	P	P
Dance School	P	P
Dental, Medical or Related Office	P	P
Department, Variety or General Merchandise Store	P	P

P: Permitted by Right

S: Subject to Additional Standards (Article 10.1)

C: Conditional/Special Use Permit Required (Article 10.3)

**PERMITTED USE TABLES
TOWN OF JAMESTOWN, NC**

Use Type	Main Street (MS)	Main Street Periphery (MSP)
Drugstore	P	P
Dwelling, Townhouse	P	P
Employment Agency, Personnel Agency	P	P
Fabric or Piece Goods Store	P	P
Fences	P	P
Finance or Loan Office	P	P
Fire, Ambulance, Rescue Station	P	P
Floor Covering, Drapery or Upholstery Sales	P	P
Florist	P	P
Funeral Home or Crematorium	P	P
Furniture Sales	P	P
Game Room, Video Game Room, Coin Operated	P	P
Garden Center or Retail Nursery	P	P
Gift or Card Shop	P	P
Government Office	P	P
Grocery Store	P	P
Hardware Store	P	P
Hobby Shop	P	P
Home Furnishings Sales	P	P
Hotel or Motel	P	P
Insurance Agency (carriers and on-site claims inspections)	P	P
Insurance Agency (no on-site claims inspections)	P	P
Jewelry Store	P	P
Laundromat, Coin-Operated	P	P
Laundry or Dry Cleaning	P	P
Law Office	P	P
Library	P	P
Lighting Sales and Service	P	P
Martial Arts Instructional Schools	P	P
Medical, Dental or Related Office	P	P
Motion Picture Production	P	P
Museum or Art Gallery	P	P
Musical Instrument Sales	P	P
Newsstand	P	P
Office Machine Sales	P	P

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C: Conditional/Special Use Permit Required (Article 10.3)

**PERMITTED USE TABLES
TOWN OF JAMESTOWN, NC**

Use Type	Main Street (MS)	Main Street Periphery (MSP)
Office Uses Not Otherwise Classified	P	P
Optical Goods Sales	P	P
Paint and Wallpaper Sales	P	P
Parking Lots or Buildings	P	P
Parks and Recreation Facilities, Public	P	P
Pawnshop or Used Merchandise Store	P	P
Pest or Termite Control Services	P	P
Pet Store	P	P
Photocopying and Duplicating Services	P	P
Photofinishing Laboratory	P	P
Photography Studio	P	P
Photography, Commercial	P	P
Physical Fitness Center, Health Club	P	P
Police Station	P	P
Portable Storage Unit (POD)	P	P
Post Office	P	P
Printing and Publishing Operation	P	P
Real Estate Office	P	P
Real Estate Office (with building permit for permanent building)	P	P
Record, CD, tape store	P	P
Restaurant (without drive-thru)	P	P
Retail Sales Not Otherwise Listed	P	P
Satellite Dish As Accessory Use	P	P
Shoe Repair or Shoeshine Shop	P	P
Signs (As permitted by Article 17)	P	P
Sporting Goods Store	P	P
Sports and Recreation Clubs, Indoor	P	P
Stationery Store	P	P
Stock, Security or Commodity Broker	P	P
Taxidermist	P	P
Television, Radio or Electronics Sales & Repair	P	P
Theater (indoor)	P	P
Travel Agency	P	P
Utility Substation	P	P
Veterinary Service, Pet Grooming, No Outdoor Kennels or Runs	P	P

P: Permitted by Right

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**PERMITTED USE TABLES
TOWN OF JAMESTOWN, NC**

Use Type	Main Street (MS)	Main Street Periphery (MSP)
Video Tape Rental and Sales	P	P
Vocational, Business or Secretarial School	P	P
Yard Sale (no more than 3 per year)	P	P
Appliance Repair, Refrigerator or Large Repair		P
Athletic Fields		P
Bowling Lanes		P
Bulk Mail and Packaging Facility		P
Bus Terminal		P
Dwelling, Duplex		P
Dwelling, Multifamily (apartments or condominiums)		P
Dwelling, Single Family Detached		P
Equipment Rental & Leasing (no outside storage)		P
Family Care Facility (Family Care Home)		P
Furniture Framing		P
Furniture Repair Shop		P
Golf Course, Miniature		P
Kennels or Pet Grooming, No Outdoor Pens or Runs		P
Restaurant (with drive-thru)		P
Service Station		P
Shopping Center		P
Sign Fabricating		P
Skating Rink		P
Two Family Dwelling (Twin Home or Duplex)		P
Subject to Additional Standards (Article 10.1)		
Bank, Savings and Loan, or Credit Union	S	S
Banquet Facility or Special Events Facility	S	S
Day Care Center for Children or Adults (6 or more)	S	S
Home Occupation	S	S
Junked Motor Vehicle Storage as Accessory Use	S	S
Nursing Home, Assisted Living	S	S
Winery, Brewery or Distillery as an Accessory	S	S
Wireless Telecommunication Facilities, Co-Located	S	S
Wireless Telecommunication Facilities, Concealed	S	S
Wireless Telecommunication Facilities, Microcell	S	S

P: Permitted by Right

S: Subject to Additional Standards (Article 10.1)

C: Conditional/Special Use Permit Required (Article 10.3)

PERMITTED USE TABLES
TOWN OF JAMESTOWN, NC

Use Type	Main Street (MS)	Main Street Periphery (MSP)
Accessory Dwelling		S
Automobile Repair Services		S
Day Care Center, Home Occupation for less than 6 children		S
Drive Through Window as Accessory Use		S
School, Elementary or Secondary		S
Conditional/Special Use Permit Required (Article 10.3)		
Winery, Brewery or Distillery as Primary Use	C	C
Telecommunications Towers		C

P: Permitted by Right

S: Subject to Additional Standards (Article 10.1)

C: Conditional/Special Use Permit Required (Article 10.3)