



Settled 1752
JAMESTOWN
NORTH CAROLINA

Regular Meeting of the Town Council

January 17, 2023

6:00 pm in the Civic Center

Agenda

- I. **Call to Order-**
 - A. Roll Call
 - B. Pledge of Allegiance
 - C. Moment of Silence
 - D. Approval of Agenda
- II. **Consent Agenda-**
 - A. Approval of minutes from the December 20th Regular Town Council Meeting
 - B. Analysis of the Financial Position of the Town of Jamestown
 - C. Analysis of the Financial Position of the Jamestown Park & Golf Course
 - D. Notification of Advances
 - E. Budget Amendment #9
 - F. Approval of amendment to contract with Jamestown Historic Society for historical services
 - G. Approval of amendment to contract with Jamestown Public Library for library services
 - H. Budget Amendment #10
- III. **Public Comment**
- IV. **Presentation of Resolution to Sharen Apple, Accounting Manager/HR, for her retirement- Mayor Montgomery**
- V. **Old Business-**
 - A. **Public Hearings**
 1. Public Hearing for the consideration of a text amendment to the Land Development Ordinance (LDO) regarding the Planned Unit Development (PUD) zoning district- Matthew Johnson, Town Manager
 - Consideration of adoption/denial of text amendment
 - Consideration of approval of consistency/inconsistency statement
 2. 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- Matthew Johnson, Town Manager
 3. Public Hearing on rezoning request from DR Horton for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road- Matthew Johnson, Town Manager
 - Consideration of approval/denial of rezoning request
 - Consideration of approval of consistency/inconsistency statement
 4. Public Hearing for consideration of Development Agreement for DR Horton property- Matthew Johnson, Town Manager
- VI. **New Business-**
 - A. Jamestown Park & Golf Course Quarterly Report- Ross Sanderlin, Golf Course Manager

- B. Jamestown Park & Golf Course Maintenance Quarterly Report- Jamey Claybrook, Golf Course Superintendent
- C. Consideration of approval of amendment to Grant Project Ordinance for the Town of Jamestown American Rescue Plan Act Coronavirus Recovery Funding- Judy Gallman, Finance Director
- D. Request to set a Special Town Council meeting date for the Annual Budget Retreat- Matthew Johnson, Town Manager

VII. Manager/Committee Reports-

- A. Manager Report
- B. Council Member Committee Reports

VIII. Public Comment

IX. Other Business

X. Adjournment

Working Agenda for the January 17 th Regular 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	D. Approval of Agenda	Mayor Montgomery	Mayor Montgomery to ask Council if there are any items that need to be added or deleted. Council Member makes a motion to approve the agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	II. Consent Agenda		
6:05 pm	A. Approval of minutes from the December 20 th Regular TC Meeting B. Analysis of the Financial Position of the Town of Jamestown C. Analysis of the Financial Positon of the Jamestown Park & GC D. Notification of Advances E. Budget Amendment #9 F. Approval of amendment to the contract with Historic Jamestown Society for historical services G. Approval of amendment to the contract with Jamestown Public Library for library services H. Budget Amendment #10		Council Member makes a motion to approve the consent agenda. Council Member makes a second to the motion. Then vote.
6:05	III. Public Comment		Please state your name and address and adhere to the 3 minute time limit
6:20 pm	IV. Presentation of Resolution to Sharen Apple, Accounting Manager/HR, for her retirement	Mayor Montgomery	Mayor Montgomery to present the Resolution to Sharen Apple for her retirement.
6:25 pm	V. Old Business		
6:25 pm	A. Public Hearings		
6:25 pm	1. P.H. for the consideration of a text amendment to the LDO regarding the PUD zoning district	Call on M. Johnson	Johnson to present an overview of the text amendments to the LDO regarding the PUD zoning district. Tom Terrell, Land Use Attorney, to speak about the text amendments to the LDO. Call the applicant, Marc Isaacson, forward to speak about the text amendment request. Mayor Montgomery to open the public hearing to anyone that would like to speak regarding the text amendment to the LDO. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to close the public hearing and open the floor to Council for discussion. Council Member makes a motion to approve/deny the text amendment to the Land Development Ordinance regarding the PUD zoning district. Council Member makes a second to the motion. Roll Call Vote. Council Member makes a motion to adopt the consistency/inconsistency statement. Council Member makes a second to the motion. Then vote.
6:45 pm	2. 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 M. Johnson	Johnson to present information regarding the annexation, rezoning, and development agreement for DR Horton properties. Tom Terrell, Land Use Attorney, to present additional information on the requests. Call the applicant, Marc Isaacson, forward to speak about the requests. Mayor Montgomery to open the public hearing to anyone that would like to speak regarding the annexation request. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to close the public hearing and open the floor to Council for discussion. Council Member makes a motion to adopt/deny the ordinance to extend the corporate limits for the annexation of 2221 Guilford College, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road. Council Member makes a second to the motion. Roll Call Vote.
8:00 pm	3. P.H. on rezoning request from DR Horton properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford	Call on M. Johnson	Mayor Montgomery to ask Johnson and Terrell if they have any additional information to present. Mayor Montgomery to ask the applicant, Marc Isaacson, if he has additional information to present. Mayor Montgomery to open the public hearing to anyone that would like to speak regarding the rezoning request. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to close the public hearing and open the floor to Council for discussion.

	College Road, and 5303 Mackay Road		Council Member makes a motion to approve/deny the rezoning request from DR 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). Council Member makes a second to the motion. Roll Call Vote. Council Member makes a motion to adopt the consistency/inconsistency statement. Council Member makes a second to the motion. Then vote.
8:10 pm	4. P.H. for consideration of Development Agreement for DR Horton properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road	Call on M. Johnson	Mayor Montgomery to ask Johnson and Terrell if they have any additional information to present. Mayor Montgomery to ask the applicant, Marc Isaacson, if he has additional information to present. Mayor Montgomery to open the public hearing to anyone that would like to speak regarding the Development Agreement. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to close the public hearing and open the floor to Council for discussion. Council Member makes a motion to approve/deny the Development Agreement for DR Horton properties located at 2221 Guilford College Road, 5300 Mackay road, 2207 Guilford College Road, and 5303 Mackay Road. Council Member makes a second to the motion. Roll Call Vote. Council Member makes a motion to adopt the consistency/inconsistency statement. Council Member makes a second to the motion. Then vote.
8:20 pm	VI. New Business		
8:20 pm	A. Jamestown Park & GC Quarterly Report	Call on R. Sanderlin	Sanderlin to present his quarterly report on the Jamestown Park & Golf Course to Council.
8:25 pm	B. Jamestown Park & GC Maintenance Quarterly Report	Call on J. Claybrook	Claybrook to present his quarterly report on the maintenance of the Jamestown Park & Golf Course to Council.
8:30 pm	C. Consideration of approval of amendment to Grant Project Ordinance for the Town of Jamestown American Rescue Plan Act Coronavirus Recovery Funding	Call on J. Gallman	Gallman to present information on the amendment to the Grant Project Ordinance. Gallman to request that Council approve the amended Grant Project Ordinance. Council Member makes a motion to approve/deny the amended Grant Project Ordinance for the Town of Jamestown American Rescue Plan Act Coronavirus Recovery Funding. Council Member makes a second to the motion. Then vote.
8:35 pm	D. Request to set a Special Town Council meeting date for the Annual Budget Retreat	Call on M. Johnson	Johnson to request that Council set a Special Meeting date for the Annual Budget Retreat. Council Member makes a motion to set a Special Meeting date for the Annual Budget Retreat for January 24 th at 9:00 am at the Jamestown Park & Golf Course. Council Member makes a second to the motion. Then vote.
8:40 pm	VII. Manager/Committee Reports		
8:40 pm	A. Manager Report	Call on M. Johnson	Johnson to present his monthly Manager’s Report to Town Council.
8:45 pm	B. Council Member Committee Reports	Mayor Montgomery	Mayor Montgomery to request that Council Members give reports for any Committees that they serve on.
8:50 pm	VIII. Public Comment		Please state your name and address and adhere to the 3 minute time limit
9:05 pm	IX. Other Business		
9:10 pm	X. 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: Approval of Minutes from December 20th Regular TC Meeting

AGENDA ITEM #: II-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Asst. Mgr./Town Clerk

SUMMARY:

Minutes from the December 20th Regular Town Council Meeting

ATTACHMENTS: Minutes from the December 20th Regular Town Council Meeting

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council approve the Consent Agenda

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Council Member makes a motion to approve/amend the Consent Agenda.

FOLLOW UP ACTION NEEDED: N/A

**Regular Meeting of the Town Council
December 20, 2022
6:00 pm in the Civic Center
Minutes & General Account**

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Council Members Present: Mayor Montgomery, Council Members Wolfe, Rayborn, Capes, & Straughn

Staff Members Present: Matthew Johnson, Katie M. Weiner, Paul Blanchard, Ty Cheek, Faith Wilson, Judy Gallman, & Evan Lee, Attorney

Visitors Present: Dave Treme, Julia Ebel, Kevin Keslar, Charlie Hall, Tom Hall, Rich Glover, Dionne Brown, Patricia Gray, Richard Kirkman, Stephanie Stephans, Steve Auman, & Carol Brooks

Call to Order- Mayor Montgomery called the meeting to order.

- Roll Call- Weiner took roll call as follows:
 - Council Member Wolfe- Present
 - Council Member Capes- Present
 - Mayor Montgomery- Present
 - Council Member Straughn- Present
 - Council Member Rayborn- Present

Weiner stated that a quorum was present.

- Pledge of Allegiance- Council Member Capes led everyone in the Pledge of Allegiance.
- Moment of Silence- Mayor Montgomery called for a moment of silence.
- Approval of Agenda- Mayor Montgomery asked if anyone had any changes to make to the agenda. There were no changes requested.

Council Member Wolfe made a motion to approve the agenda for the December 20th Town Council meeting as presented. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

Consent Agenda- The consent agenda included the following items:

- Approval of minutes from the November 15th Regular Town Council Meeting
- Unsealing of Closed Session Minutes
- Adoption of Town Council Regular Meeting Schedule 2023
- Analysis of the Financial Position of the Town of Jamestown
- Analysis of the Financial Position of the Jamestown Park & Golf Course
- Notification of Advances
- Budget Amendment #8

Council Member Rayborn made a motion to approve the consent agenda as presented. Council Member Straughn made a second to the motion. The motion passed by unanimous vote.

(Town Council Regular Meeting Schedule 2023 & Budget Amendment #8)

Public Comment-

- Julia Ebel, 5312 Montevista Drive, Greensboro- Ebel was concerned about the impacts of development on biodiversity. She noted the importance of the natural environment. She said that she was the President of the Historic Jamestown Society. She stated that, as a writer, she was aware of the ways that nature shapes the life of every individual. She highlighted the large number of creative people that were inspired by the natural world. Ebel encouraged Council to consider the disruption that development would cause and also requested additional environmental surveys be required for proposed developments.
- Stephanie Stephens, 204 Guilford Road- Stephens said that she had been a resident of Jamestown for almost eight years. She said that she loved the Town and was obtaining her degree in environmental sustainability. She added that she was a part of the Environment and Sustainability Coalition of Jamestown. Stephens stated that they had a Facebook page and were trying to educate community members about biodiversity, sustainable developments, and urban forests.
- Patricia Gray, 105 Bellwood Court- Gray said that she was also a member of the Environment and Sustainability Coalition of Jamestown. She noted that we were living in an era of rapidly changing values. She added that there were daily headlines warning everybody about the decline of the natural environment and the loss of species. Gray stated that people have taken the natural environment for granted and live their lives with the assumption that everything will be fine. She highlighted the responsibility of everyone to protect the environment.

Old Business-

- Public Hearing on Question of Annexation pursuant to G.S. 160A-31 for the property located at 4718 Harvey Road- Johnson stated that the public hearings for annexation and rezoning were dependent upon one another. He noted that the majority of the information would be presented during the first hearing. He stated that the proposed annexation and rezoning was for a parcel located at 4718 Harvey Road. Johnson added that the applicant had requested that the property be rezoned from Agricultural (AG) to Conditional Zoning-Bypass (CZ-B), and that it was 31.4 acres. He noted that the application included plans to develop the property and build attached two-car garage townhomes with the potential for a 2.5 acre commercial site. However, the developer had withdrawn the consideration of the commercial component.

Johnson provided an overview of conditional zoning. He stated that the Bypass District was established to provide opportunities for compatible and sustainable development along the future Jamestown Bypass. He noted that the uses for the district included potential residential areas. He also spoke about the conditions that had been included in the request. They were as follows:

- No apartments shall be allowed.
- The maximum number of residential lots shall be 95.
- Setbacks- Maximum front setback of 30' along the internal roads and 70' along Harvey Road
- Architectural standards: Vinyl exterior with some element of stone or brick wainscot on the front. Decorative vinyl shakes or board and batten in front gable. Shutters per plan and elevation (some elevations are designed to not be conducive for shutters). A variety of elevations and neutral exterior colors.

- A Traffic Impact Analysis (TIA) shall be completed before the rezoning is heard by Town Council. The developer shall comply with requirements identified in the TIA.

Johnson noted that a TIA had been completed and that NCDOT did not have any additional suggestions. He added that NCDOT had approved the TIA after the removal of the commercial component and the relocation of some of the townhome units.

Johnson presented an image of the proposed layout of the development. He said that there were water and sewer utilities available at the site. He noted that the following Guiding Principles from the Envision Jamestown Comprehensive Plan applied to the 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.
- 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.
- 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.
- 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.
- 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.

Johnson said that there had been a lot of discussion about the subdivision as it related to its proximity to Jamestown Middle School and Haynes-Inman. He stated that staff had reached out to Donna Bell with Guilford County Schools. He provided her contact information and briefly spoke about the pickup and drop off schedules for students.

Johnson gave an overview of the annexation process. He stated that the Town Clerk and Town Attorney had reviewed the annexation petition and found it to be sufficient. He also stated that notice had been given and an ordinance was included in the Council packet for their consideration.

He stated that staff had reviewed the proposed rezoning with the requested conditions and had determined that it was consistent with the Comprehensive Plan. He added that the Planning Board had unanimously recommended approval of the request at their July 18th meeting.

Council Member Wolfe asked if the developer would provide solid waste pickup to those residents. Johnson said that the Town would provide those services.

Mayor Montgomery called the applicant forward.

Charlie Hall, Windsor Homes Representative, came forward. He stated that his address was 1007 Battleground Avenue in Greensboro. Hall presented an overview of the proposed project. He

stated that Windsor Homes had been a developer in the Triad since 2001. He noted that they were locally owned and managed. Hall provided images of the site plan. He highlighted that the commercial component had been removed and that additional townhomes had been added. He also stated that the original six townhome units that had an access onto Harvey Road were now connected to internal streets within the development. He highlighted that 30% of the site would be undisturbed as a result of the various buffers on the property. He said that sidewalks would be installed by the developer along Harvey Road. Hall stated that there was a maximum of 95 townhomes that would be built on the site. He provided examples of the proposed townhome units and reiterated the conditions included in the rezoning application. Hall stated that Dionne Brown was present to provide additional information about the TIA.

Dionne Brown, Davenport Engineering Representative, came forward. She stated that her address was 4600 Marriott Drive in Raleigh. Brown explained the traffic count process used for the TIA. She stated that NCDOT had recommended that a left and right turning lane be added to the entrance and exit of the site.

Council Member Capes asked if the six townhomes along the private drive would be easily accessible for solid waste collection.

Rich Glover, Glover Engineering Representative, came forward. He said that solid waste pickup would be along Harvey Road for those units.

Mayor Montgomery opened the public hearing to anyone that would like to speak regarding the annexation request.

Nobody spoke.

Mayor Montgomery closed the public hearing and opened the floor to Council for discussion.

Council Member Wolfe stated that the area was listed as being within the Town's boundaries for future annexation in the agreement with High Point. She noted that the property was also located in the preliminary growth area in the Comprehensive Plan. She added that it seemed appropriate that the land be annexed into the Town of Jamestown.

Council Member Wolfe made a motion to adopt the ordinance to extend the corporate limits for the annexation of 4718 Harvey Road. Council Member Capes made a second to the motion.

Weiner took a roll call vote as follows:

- Council Member Wolfe- Aye
- Council Member Capes- Aye
- Council Member Straughn- Aye
- Council Member Rayborn- Aye

The motion passed by unanimous vote.

(Ordinance to Extend the Corporate Limits for the Annexation of 4718 Harvey Road)

- Public Hearing on rezoning request from Windsor Homes for property located at 4718 Harvey Road from Agricultural (AG) to Conditional Zoning-Bypass (CZ-B)- Mayor Montgomery asked Johnson and the applicant if they had any additional information to present. No more information was presented.

Mayor Montgomery opened the public hearing to anyone that would like to speak regarding the rezoning request.

Nobody came forward.

Mayor Montgomery closed the public hearing and opened the floor to Council for discussion.

Council Member Wolfe commended the developer for adjusting the proposal to reflect the desires and concerns of the community. She said that she liked the floor plans and believed that the townhomes would appeal to the aging population. She noted that the Town was an AARP Livable Community and suggested that some of the units be constructed to be handicap accessible.

Council Member Rayborn stated that she had been impressed by how proactive the developer had been in response to the public.

Council Member Straughn agreed with what had been previously stated.

Council Member Capes agreed with the other Council Members.

Council Member Capes made a motion to approve the rezoning request for 4718 Harvey Road from Agricultural (AG) to Conditional Zoning-Bypass (CZ-B) with the following conditions: no apartments shall be allowed, the maximum number of residential lots shall be 95, there will be no commercial uses on the site, a TIA will be completed and the developer shall comply with the requirements identified in the TIA, proposed conditional architectural standards, maximum front setback of 30' along the internal roads and 70' along Harvey Road. Council Member Rayborn made a second to the motion.

Weiner took a roll call vote as follows:

Council Member Wolfe- Aye
Council Member Capes- Aye
Council Member Straughn- Aye
Council Member Rayborn- Aye

The motion passed by unanimous vote.

Council Member Wolfe made the following motion:

"I make a motion that the proposed zoning amendment 2022-01 regarding 4718 Harvey Road, be approved based on the following:

1. The proposed zoning amendment is consistent with the adopted Comprehensive Plan of the Town of Jamestown because the development facilitates growth in a

manner that achieves the Town's desired urban development pattern and quality of public infrastructure. AND

2. The proposed amendment is reasonable because it ensures 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". AND
3. The proposed amendment is in the public interest because the development promotes a use of housing types that meets the needs of current and future residents of all ages, abilities, family compositions, and socioeconomic backgrounds."

Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

- Consideration of approval of lease agreement with Pinecroft Sedgefield Fire Department (PSFD) for property located at 6007 West Gate City Blvd. (parcel #156246)- Johnson stated that the Town owned property at 6007 West Gate City Blvd. and would like to enter into a long-term ground lease agreement with PSFD for future use of the property for a fire station. He added that the Town Attorney and PSFD attorneys were still reviewing the lease. He requested that Council continue their consideration of the lease agreement to the February 21st Town Council meeting.

Council Member Wolfe made a motion to continue the consideration of the lease agreement with PSFD for the property located at 6007 West Gate City Blvd. to the February 21st Town Council meeting at 6:00 pm in the Civic Center without further advertisement. Council Member Straughn made a second to the motion. The motion passed by unanimous vote.

New Business-

- Request to set a public hearing date for the consideration of a text amendment to the Land Development Ordinance (LDO) regarding the Planned Unit Development (PUD) zoning district- Johnson said that the Town had received a request for some minor amendments to the PUD zoning district. He added that the proposed amendment was necessary to allow for a higher quality development by authorizing the development agreement to address issues which were a bit ambiguous in the LDO. Johnson said that the Planning Board would consider the amendment at their January 9th meeting. He requested that Council set a date for a public hearing for the consideration of the amendment for the January 17th Town Council meeting.

Council Member Rayborn made a motion to set a public hearing date for the consideration of a text amendment to the LDO regarding the PUD zoning district for the January 17th Town Council meeting at 6:00 pm in the Civic Center. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

Manager/Committee Reports-

- Manager Report- Johnson presented his monthly Manager report to Council. He thanked the Rotary Club of Jamestown for sponsoring the annual Christmas Parade in conjunction with the Jamestown Business Association (JBA) and Ragsdale YMCA. He noted upcoming dates that Town Hall would be closed. He said that the Council would have a Budget Retreat on January 24th at

DRAFT

9:00 am. He also provided updates on several ongoing projects. He noted that the Golf Course Strategic Plan would be completed by the end of the year.

Council Member Wolfe asked if the Parks and Recreation Committee would review the Golf Course Strategic Plan before it was presented to Council. Johnson said that the Parks and Rec Committee would review the Plan.

Mayor Montgomery thanked the Public Services employees for their hard work on the Christmas Parade on behalf of the Jamestown Rotary Club, JBA, and YMCA.

- Council Member Committee Reports- There were none.

Public Comment- Nobody spoke.

Other Business- Council Member Wolfe said that Anne Petty had passed away on December 16th. She stated that she was hired by the Town in 1974 as a Utility Billing Coordinator and was promoted to Town Clerk in 1996. She added that Petty retired in 2004 with 30 years of service to the Town. Council Member Wolfe extended her thoughts and prayers to John Petty and family.

Adjournment- Council Member Straughn made a motion to adjourn. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

The meeting ended at 6:56 pm.

Mayor

Town Clerk

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: Financial Analysis for December 2022

AGENDA ITEM #: II-B



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

Summary schedule of cash & deposits, debt balances, total revenues collected to date and expenditures to date is provided. A detailed budget to actual statement is also included as of 12-31-22.

Expenditures during December include fire station exterior painting and repairs, design and construction phase of Town Hall, contract payments for fire services and library services. Debt service payments were made on the leaf truck and garbage truck. Services during the month include code enforcement, strategic plan for the golf course, stormwater and bridge safety inspections.

Interest rates on earnings continue to increase.

ATTACHMENTS: 3 Page Summary and Detail to Actual Report for December 2022

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

**Town of Jamestown
Financial Summary Report
Cash Balances
as of December 31, 2022**

Petty Cash	\$ 1,350
Operating Cash	1,162,742
Certificates of Deposit	3,004,510
Money Market Accounts - First Bank	1,944,288
North Carolina Capital Management Trust	11,572,764
	<u>\$ 17,685,654</u>

Reservations of cash:

Cash reserved for Randleman Reservoir	\$ 584,418
Cash reserved by Powell Bill for street improvements	449,749
General Capital Reserve Fund	82,521
Lydia Multi-use Greenway Capital Project	3,767
Oakdale Sidewalk Phase 3	114,207
Oakdale Sidewalk Phase 2	30,103
Recreational Maintenance Facility Capital Project	698,051
Grants Project Ordinance Fund - ARP	1,431,311
Water Sewer Capital Reserve Fund	1,298,455
	<u>\$ 4,592,582</u>

Cash by Fund:

General	\$ 4,074,476
General Capital Reserve Fund	82,521
Lydia Multi-use Greenway Capital Project	3,767
Oakdale Sidewalk Phase 3	114,207
Oakdale Sidewalk Phase 2	30,103
Recreational Maintenance Facility Capital Project	698,051
Grants Project Ordinance fund - ARP	1,431,311
Water/Sewer	9,368,345
Randleman Reservoir	584,418
Water/Sewer Capital Reserve Fund	1,298,455
	<u>\$ 17,685,654</u>

Cash by Bank:

NCCMT	\$ 11,572,764
Pinnacle Bank	3,162,742
First Bank	2,948,798
	<u>\$ 17,684,304</u>

Town of Jamestown
Financial Summary Report
Debt Balances
as of December 31, 2022

Installment Purchase Debt:	Balance at 12/31/2022	Final Payment Date	Final Payment Fiscal Year
GENERAL FUND:			
Sanitation truck, financed in 2017	\$ 30,925	12/1/2023	2023/2024
Leaf truck, financed in 2017	31,613	12/1/2023	2023/2024
Knuckleboom truck, financed in 2020	74,859	5/7/2025	2024/2025
Golf Clubhouse Renovation	<u>333,353</u>	11/3/2027	2027/2028
	<u>\$ 470,750</u>		
WATER & SEWER FUND:			
Water & Sewer Maintenance Facility Construction	<u>\$ 249,973</u>	11/3/2027	2027/2028

Town of Jamestown
Financial Summary Report
Total Revenues & Expenditures by Fund
as of December 31, 2022

	<u>General Fund (#10)</u>	<u>General Capital Reserve Fund (#11)</u>	<u>Water/Sewer Fund (#30)</u>	<u>Randleman Reservoir Fund (#60)</u>	<u>Water/Sewer Capital Reserve Fund (#81)</u>	
Current Year Revenues (and transfers)	3,667,808	98,111	1,363,162	39,559	430,074	
% of budget received	38%	78%	16%	33%	43%	
% of budget, excluding appropriated fund balance, received	49%	76%	28%	121%	78%	
Expenditures (and transfers)	3,550,495	18,884	1,971,690	-	-	
% of budget expended	37%	15%	23%	0%	0%	
		<u>Fund (#17) Lydia (E Main) Capital Project</u>	<u>Fund (#18) Oakdale Sidewalk Ph 3 Capital Project</u>	<u>Fund (#20) Recreational Maint Facility Capital Project</u>	<u>Fund (#21) Oakdale Sidewalk Ph 2 Capital Project</u>	<u>Fund (#23) Special Revenue Grants Fund</u>
Life to Date Revenues & Other Financing Sources		2,166,380	218,673	1,078,491	79,589	1,421,614
% of budget received		92%	32%	100%	40%	100%
Life to Date Expenditures		2,125,146	103,687	380,439	49,486	-
% of budget expended		91%	15%	35%	25%	0%

01/06/23
11:05:42

TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
For the Accounting Period: 12 / 22

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Report ID: 8110

10 GENERAL FUND

Account	Received			Revenue	
	Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
3000					
3100 AD VALOREM TAXES	78,890.96	2,265,485.67	2,822,000.00	556,514.33	80 %
3101 Interest on Ad Valorem Taxes	9.68	291.27	2,500.00	2,208.73	12 %
3102 Tax and Tag revenue	20,548.64	89,246.53	234,600.00	145,353.47	38 %
3103 Interest on Tax and Tag Revenues	173.72	700.27	1,100.00	399.73	64 %
3230 SALES AND USE TAX	82,255.06	261,094.58	1,050,000.00	788,905.42	25 %
3250 Solid Waste Disposal Tax	0.00	1,341.84	3,400.00	2,058.16	39 %
3256 ELECTRICITY SALES TAX	62,188.12	62,188.12	206,000.00	143,811.88	30 %
3257 TELECOMMUNICATIONS SALES TAX	6,647.02	6,647.02	39,000.00	32,352.98	17 %
3258 PIPED NATURAL GAS SALES TAX	2,176.07	2,176.07	21,000.00	18,823.93	10 %
3261 VIDEO PROGRAMMING TAX	8,335.35	8,335.35	36,000.00	27,664.65	23 %
3312 GRANTS FROM GUILFORD COUNTY	55,500.00	55,500.00	55,500.00	0.00	100 %
3316 POWELL BILL	53,744.36	107,488.72	103,000.00	-4,488.72	104 %
3322 ALCOHOLIC BEVERAGES TAX	0.00	0.00	17,000.00	17,000.00	0 %
3325 ABC DISTRIBUTION	0.00	25,000.00	50,000.00	25,000.00	50 %
3341 Telecommunications Planning Fees	0.00	0.00	7,500.00	7,500.00	0 %
3343 REVIEW FEES	875.00	6,176.00	7,500.00	1,324.00	82 %
3344 CODE ENFORCEMENT FEES	0.00	0.00	100.00	100.00	0 %
3345 INSPECTION AND PERMIT FEES	0.00	275.00	200.00	-75.00	138 %
3346 CELL TOWER LEASE REVENUE	2,646.00	17,441.73	83,000.00	65,558.27	21 %
3348 REFUSE COLLECTION FEES	17,130.00	102,470.00	203,700.00	101,230.00	50 %
3600 GREEN FEES	13,372.00	298,836.25	535,000.00	236,163.75	56 %
3610 MECHANICAL CART RENTALS	7,037.00	158,371.00	280,000.00	121,629.00	57 %
3620 PULL CART RENTALS	17.00	139.00	300.00	161.00	46 %
3650 DRIVING RANGE	1,668.00	20,331.00	55,000.00	34,669.00	37 %
3660 GOLF SHOP CONCESSIONS SALES	2,723.62	53,642.59	89,000.00	35,357.41	60 %
3661 Golf Shop Grill Catering Revenues	0.00	0.00	500.00	500.00	0 %
3665 Golf Special Orders - Sales	127.50	7,926.35	12,000.00	4,073.65	66 %
3675 Golf Clubhouse Rental Fees	0.00	2,190.00	8,000.00	5,810.00	27 %
3831 INVESTMENT EARNINGS	11,745.99	47,387.97	40,000.00	-7,387.97	118 %
3832 Sponsorships	0.00	30.00	0.00	-30.00	** %
3835 SALES OF FIXED ASSETS	0.00	3,250.00	0.00	-3,250.00	** %
3836 SALES - PRO SHOP GOLF INVENTORY	2,172.85	32,273.49	59,000.00	26,726.51	55 %
3837 SHELTER RENTALS	0.00	1,600.00	3,000.00	1,400.00	53 %
3838 Building lease revenue	0.00	1.00	3,611.00	3,610.00	0 %
3839 MISCELLANEOUS REVENUES	185.13	432.23	500.00	67.77	86 %
3840 Rental Golf Sets	30.00	1,685.00	2,400.00	715.00	70 %
3841 Ball Field Rentals	5,300.00	8,950.00	8,000.00	-950.00	112 %
3983 TRANSFER FROM GENERAL CAPITAL RESERVE FUND	0.00	18,884.07	75,000.00	56,115.93	25 %
3985 Transfer from Grant Project Fund	0.00	0.00	1,429,995.00	1,429,995.00	0 %
3990 POWELL BILL RESERVE APPROPRIATED	0.00	0.00	197,000.00	197,000.00	0 %
3991 FUND BALANCE APPROPRIATED	0.00	0.00	1,898,697.00	1,898,697.00	0 %
Account Group Total:	435,499.07	3,667,808.12	9,640,103.00	5,972,294.88	38 %
Fund Total:	435,499.07	3,667,808.12	9,640,103.00	5,972,294.88	38 %

- ① Powell Bill funding received
- ② Interest rate increases
- ③ Increase in ball field rentals

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
4100	GOVERNING BODY EXPENDITURES						
1019	PROFESSIONAL SERVICES	10,750.23	52,455.75	39,637.00	92,092.75	150,000.00	57,907.25
2100	DEPARTMENT SUPPLIES	749.46	1,063.60	181.53	1,245.13	2,000.00	754.87
2200	FOOD AND PROVISIONS	1,577.17	1,779.29	0.00	1,779.29	2,500.00	720.71
2600	OFFICE SUPPLIES	0.00	15.99	0.00	15.99	200.00	184.01
2900	ASSETS NOT CAPITALIZED	0.00	0.00	0.00	0.00	1,500.00	1,500.00
3100	TRAVEL	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	450.00	0.00	450.00	2,000.00	1,550.00
3200	COMMUNICATIONS	0.00	0.00	0.00	0.00	2,500.00	2,500.00
3400	PRINTING	0.00	0.00	0.00	0.00	500.00	500.00
3700	MARKETING / ADVERTISING	0.00	390.00	0.00	390.00	1,000.00	610.00
3800	DATA PROCESSING SERVICES	53.05	269.28	530.72	800.00	800.00	0.00
3950	DUES AND SUBSCRIPTIONS	0.00	1,782.00	0.00	1,782.00	2,300.00	518.00
3955	Permit Fees	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4990	OTHER CONTRACTED SERVICES	187.50	1,725.00	2,775.00	4,500.00	5,500.00	1,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
	Account Total:	13,317.43	59,930.91	43,124.25	103,055.16	174,300.00	71,244.84
4200	ADMINISTRATION EXPENDITURES						
1000	SALARIES AND WAGES	36,392.00	219,143.00	0.00	219,143.00	450,000.00	230,857.00
1003	LONGEVITY PAY	8,954.00	8,954.00	0.00	8,954.00	9,000.00	46.00
1009	FICA EXPENSE	3,455.03	17,249.86	0.00	17,249.86	35,000.00	17,750.14
1010	RETIREMENT EXPENSE	5,448.60	27,349.33	0.00	27,349.33	55,000.00	27,650.67
1011	HEALTH INSURANCE EXPENSE	4,410.50	23,800.30	0.00	23,800.30	55,000.00	31,199.70
1012	FLEX & PR TIME ADMIN FEES	6.00	54.00	162.00	216.00	700.00	484.00
1014	WORKER'S COMPENSATION	0.00	545.47	0.00	545.47	700.00	154.53
1017	401K EXPENSE	1,794.62	10,737.87	0.00	10,737.87	22,000.00	11,262.13
1019	PROFESSIONAL SERVICES	0.00	8,587.50	8,912.50	17,500.00	17,500.00	0.00
2100	DEPARTMENT SUPPLIES	581.85	2,418.71	240.81	2,659.52	2,000.00	-659.52
2200	FOOD AND PROVISIONS	92.88	606.06	0.00	606.06	1,000.00	393.94
2600	OFFICE SUPPLIES	45.27	703.10	0.00	703.10	2,200.00	1,496.90
2900	ASSETS NOT CAPITALIZED	0.00	2,272.92	0.00	2,272.92	5,000.00	2,727.08
3100	TRAVEL	493.74	2,598.60	0.00	2,598.60	10,000.00	7,401.40
3150	CONFERENCE FEES AND SCHOOLS	0.00	2,114.00	0.00	2,114.00	7,000.00	4,886.00
3200	COMMUNICATIONS	799.96	3,875.04	2,469.51	6,344.55	10,700.00	4,355.45
3400	PRINTING	0.00	0.00	0.00	0.00	500.00	500.00
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	300.00	300.00
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	100.00	100.00
3800	DATA PROCESSING SERVICES	1,380.97	9,285.93	9,702.07	18,988.00	19,000.00	12.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	123.00	0.00	123.00	0.00	-123.00
3950	DUES AND SUBSCRIPTIONS	54.98	9,026.28	329.88	9,356.16	11,500.00	2,143.84
3960	BANK AND MERCHANT FEES	0.00	0.00	0.00	0.00	200.00	200.00
3980	MISCELLANEOUS EXPENSE	0.00	2.00	0.00	2.00	1,000.00	998.00
4300	EQUIPMENT RENTAL	213.57	1,215.59	1,572.25	2,787.84	3,500.00	712.16
4400	SERVICE & MAINTENANCE CONTRACTS	70.00	7,023.96	278.58	7,302.54	13,000.00	5,697.46
4500	INSURANCE AND BONDING	475.00	1,119.30	0.00	1,119.30	6,000.00	4,880.70
4990	OTHER CONTRACTED SERVICES	540.24	23,012.10	9,110.17	32,122.27	46,000.00	13,877.73
6820	First Bank Credit Card Encumbrance	0.00	0.00	4,000.00	4,000.00	4,000.00	0.00

① Legal fees - Fox Rothschild LLP, Roberson Hawthorn + Reese

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
Account Total:		65,209.41	381,817.92	36,777.77	418,595.69	787,900.00	369,304.31
4900 PLANNING DEPARTMENT EXPENDITURES							
1000	SALARIES AND WAGES	5,376.00	39,383.60	0.00	39,383.60	111,000.00	71,616.40
1003	LONGEVITY PAY	695.00	695.00	0.00	695.00	750.00	55.00
1009	FICA EXPENSE	471.68	3,088.74	0.00	3,088.74	8,550.00	5,461.26
1010	RETIREMENT EXPENSE	737.63	4,790.98	0.00	4,790.98	13,500.00	8,709.02
1011	HEALTH INSURANCE EXPENSE	1,764.20	7,938.90	0.00	7,938.90	21,600.00	13,661.10
1012	FLEX & PR TIME ADMIN FEES	12.00	54.00	90.00	144.00	500.00	356.00
1014	WORKER'S COMPENSATION	0.00	340.92	0.00	340.92	500.00	159.08
1017	401K EXPENSE	417.62	2,100.72	0.00	2,100.72	5,550.00	3,449.28
2100	DEPARTMENT SUPPLIES	71.33	575.61	54.77	630.38	3,500.00	2,869.62
2200	FOOD AND PROVISIONS	0.00	112.49	0.00	112.49	750.00	637.51
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00
2520	FUELS - GAS & OIL	89.10	220.75	0.00	220.75	500.00	279.25
2600	OFFICE SUPPLIES	0.00	75.47	0.00	75.47	2,000.00	1,924.53
2900	ASSETS NOT CAPITALIZED	0.00	1,408.93	0.00	1,408.93	4,500.00	3,091.07
3100	TRAVEL	0.00	7.00	0.00	7.00	2,500.00	2,493.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	1,264.00	0.00	1,264.00	3,000.00	1,736.00
3200	COMMUNICATIONS	198.65	1,060.41	1,025.69	2,086.10	4,100.00	2,013.90
3400	PRINTING	0.00	0.00	0.00	0.00	1,250.00	1,250.00
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	500.00	500.00
3700	MARKETING / ADVERTISING	822.89	1,092.89	9,127.11	10,220.00	20,000.00	9,780.00
3800	DATA PROCESSING SERVICES	583.65	1,992.47	4,207.53	6,200.00	6,200.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	119.00	131.00	250.00	250.00	0.00
3950	DOES AND SUBSCRIPTIONS	902.88	3,756.63	384.86	4,141.49	5,000.00	858.51
3980	MISCELLANEOUS EXPENSE	0.00	47.00	0.00	47.00	500.00	453.00
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	0.00	0.00	0.00	700.00	700.00
4500	INSURANCE AND BONDING	0.00	193.29	0.00	193.29	300.00	106.71
4990	OTHER CONTRACTED SERVICES	3,360.00	21,125.44	37,861.08	58,986.52	70,000.00	11,013.48
4991	Telecommunications Contracted	0.00	0.00	7,500.00	7,500.00	7,500.00	0.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,500.00	2,500.00
Account Total:		15,502.63	91,444.24	61,382.04	152,826.28	299,000.00	146,173.72

Longevity pay

②

5000 BUILDING & GROUNDS EXPENDITURES

2100	DEPARTMENT SUPPLIES	454.78	2,379.83	591.22	2,971.05	9,000.00	5,028.95
2140	SEED and SOB	0.00	800.00	0.00	800.00	800.00	0.00
2141	CHEMICALS	0.00	0.00	0.00	0.00	500.00	500.00
2142	FERTILIZER AND LIME	0.00	300.00	0.00	300.00	600.00	300.00
2144	MULCH & PINE NEEDLES	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2900	ASSETS NOT CAPITALIZED	0.00	0.00	0.00	0.00	7,500.00	7,500.00
3200	COMMUNICATIONS	151.05	872.75	1,047.25	1,920.00	2,000.00	80.00
3300	UTILITIES	829.74	7,577.92	4,914.20	12,492.12	30,000.00	17,507.88
3350	Water Utilities	32.06	87.56	0.00	87.56	500.00	412.44
3500	REPAIRS AND MAINTENANCE	148.75	2,818.75	1,876.58	4,695.33	50,000.00	45,304.67
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	500.00	500.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	200.00	200.00
4400	SERVICE & MAINTENANCE CONTRACTS	2,387.50	21,550.13	15,279.00	36,829.13	40,000.00	3,170.87

② Code Enforcement fees

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4500	INSURANCE AND BONDING	0.00	16,107.76	0.00	16,107.76	22,000.00	5,892.24
4990	OTHER CONTRACTED SERVICES	③ 23,400.00	25,261.00	1,037.00	26,298.00	42,000.00	15,702.00
5800	CAPITAL OUTLAY - BUILDINGS &	④ 5,100.00	22,690.00	10,200.00	32,890.00	352,500.00	319,610.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	4,000.00	4,000.00
Account Total:		32,503.88	100,445.70	34,945.25	135,390.95	566,600.00	431,209.05
5100	PUBLIC SAFETY EXPENDITURES						
4910	SHERIFF CONTRACT	0.00	91,225.62	0.00	91,225.62	550,000.00	458,774.38
4911	Sheriff Off Duty - Town events	0.00	1,872.00	4,628.00	6,500.00	6,500.00	0.00
4912	Sheriff off-duty for non-profit	⑤ 1,068.00	1,068.00	0.00	1,068.00	2,500.00	1,432.00
4920	ANIMAL CONTROL CONTRACT	0.00	2,510.00	7,530.00	10,040.00	14,000.00	3,960.00
Account Total:		1,068.00	96,675.62	12,158.00	108,833.62	573,000.00	464,166.38
5300	FIRE EXPENSES						
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3956	Fire Inspection Fees	0.00	0.00	0.00	0.00	12,000.00	12,000.00
3980	MISCELLANEOUS EXPENSE	⑥ 0.00	59.44	0.00	59.44	300.00	240.56
4900	PINECROFT SEDGEFIELD FIRE CONTRACT	216,538.48	649,615.44	0.00	649,615.44	866,154.00	216,538.56
4990	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	9,000.00	9,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Account Total:		216,538.48	649,674.88	0.00	649,674.88	889,954.00	240,279.12
5600	STREET MAINTENANCE EXPENDITURES						
2100	DEPARTMENT SUPPLIES	76.94	188.91	0.00	188.91	6,000.00	5,811.09
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	774.35	6,000.00	6,774.35	8,000.00	1,225.65
2500	VEHICLE SUPPLIES	368.25	1,997.53	0.00	1,997.53	7,000.00	5,002.47
2520	FUELS - GAS & OIL	2,571.85	3,295.94	0.00	3,295.94	6,000.00	2,704.06
2900	ASSETS NOT CAPITALIZED	0.00	299.49	702.00	1,001.49	20,000.00	18,998.51
3300	UTILITIES	14,357.17	71,950.51	0.00	71,950.51	160,000.00	88,049.49
3500	REPAIRS AND MAINTENANCE	0.00	1,097.27	0.00	1,097.27	8,000.00	6,902.73
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	500.00	500.00
3955	Permit Fees	0.00	860.00	0.00	860.00	1,100.00	240.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	100.00	100.00
4300	EQUIPMENT RENTAL	0.00	320.92	219.08	540.00	540.00	0.00
4400	SERVICE & MAINTENANCE CONTRACTS	167.50	1,005.00	2,155.00	3,160.00	5,600.00	2,440.00
4500	INSURANCE AND BONDING	0.00	0.00	0.00	0.00	1,200.00	1,200.00
4980	STORMWATER FEES	0.00	5,605.00	0.00	5,605.00	6,000.00	395.00
4990	OTHER CONTRACTED SERVICES	⑦ 6,141.70	22,348.85	14,395.30	36,744.15	75,000.00	38,255.85
5500	CAPITAL OUTLAY EQUIPMENT	0.00	8,432.79	0.00	8,432.79	8,500.00	67.21
9700	CONTINGENCY	0.00	0.00	0.00	0.00	460.00	460.00
Account Total:		23,683.41	118,176.56	23,471.38	141,647.94	314,000.00	172,352.06
5700	POWELL BILL						
4990	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	300,000.00	300,000.00
Account Total:		0.00	0.00	0.00	0.00	300,000.00	300,000.00

- ③ Fire Station exterior painting + repairs
 ④ Design and Construction phase of Town Hall
 ⑤ Christmas Parade Deputies
 ⑥ Pinecroft Sedgefield Fire Department's contract payment-Jan-march
 ⑦ Withers Ravenel Inc - Stormwater utility Inventory Phase V

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5800 SANITATION EXPENDITURES							
1000	SALARIES AND WAGES	3,960.82	40,039.85	0.00	40,039.85	75,000.00	34,960.15
1003	LONGEVITY PAY	976.00	976.00	0.00	976.00	1,100.00	124.00
1009	FICA EXPENSE	370.60	3,086.01	0.00	3,086.01	10,000.00	6,913.99
1010	RETIREMENT EXPENSE	605.90	5,019.87	0.00	5,019.87	15,000.00	9,980.13
1011	HEALTH INSURANCE EXPENSE	882.10	9,703.12	0.00	9,703.12	32,500.00	22,796.88
1012	FLEX & PR TIME ADMIN FEES	6.00	48.00	96.00	144.00	500.00	356.00
1014	WORKER'S COMPENSATION	0.00	5,113.78	0.00	5,113.78	6,000.00	886.22
1017	401K EXPENSE	187.62	1,918.27	0.00	1,918.27	6,000.00	4,081.73
2100	DEPARTMENT SUPPLIES	544.66	937.81	118,350.50	119,288.31	258,000.00	138,711.69
2200	FOOD AND PROVISIONS	0.00	30.19	0.00	30.19	100.00	69.81
2500	VEHICLE SUPPLIES	1,054.50	4,435.51	0.00	4,435.51	12,000.00	7,564.49
2520	FUELS - GAS & OIL	24.29	13,296.52	18,407.54	31,704.06	35,000.00	3,295.94
3200	COMMUNICATIONS	91.28	501.45	248.55	750.00	1,200.00	450.00
3400	PRINTING	0.00	0.00	0.00	0.00	2,000.00	2,000.00
3500	REPAIRS AND MAINTENANCE	4,273.39	5,786.42	0.00	5,786.42	6,000.00	213.58
3700	MARKETING / ADVERTISING	0.00	0.00	12,500.00	12,500.00	14,600.00	2,100.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	186.00	814.00	1,000.00	1,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	3,696.86	25,294.97	50,801.40	76,096.37	74,500.00	-1,596.37
3945	Recycle Fees	16,418.36	41,045.90	73,954.10	115,000.00	115,000.00	0.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	200.00	200.00
4300	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	500.00	500.00
4500	INSURANCE AND BONDING	0.00	2,560.98	0.00	2,560.98	2,500.00	-60.98
4990	OTHER CONTRACTED SERVICES	5,200.89	24,006.86	36,408.15	60,415.01	72,000.00	11,584.99
5400	CAPITAL OUTLAY - MOTOR VEHICLES	2,006.00	434,741.00	19,151.00	453,892.00	463,000.00	9,108.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	41,981.00	0.00	41,981.00	42,000.00	19.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Account Total:		40,299.27	660,709.51	330,731.24	991,440.75	1,245,700.00	254,259.25
6200 RECREATION EXPENDITURES							
1000	SALARIES AND WAGES	10,869.61	61,293.23	0.00	61,293.23	142,000.00	80,706.77
1003	LONGEVITY PAY	3,134.00	3,134.00	0.00	3,134.00	3,100.00	-34.00
1009	FICA EXPENSE	1,067.91	4,875.52	0.00	4,875.52	11,500.00	6,624.48
1010	RETIREMENT EXPENSE	1,713.59	7,882.53	0.00	7,882.53	18,000.00	10,117.47
1011	HEALTH INSURANCE EXPENSE	2,631.93	13,217.13	0.00	13,217.13	33,000.00	19,782.87
1012	FLEX & PR TIME ADMIN FEES	6.00	36.00	108.00	144.00	500.00	356.00
1014	WORKER'S COMPENSATION	0.00	2,045.51	0.00	2,045.51	3,000.00	954.49
1017	401K EXPENSE	541.24	2,986.17	0.00	2,986.17	7,100.00	4,113.83
2100	DEPARTMENT SUPPLIES	342.28	5,617.81	410.00	6,027.81	11,000.00	4,972.19
2140	SEED and SOD	0.00	1,240.00	0.00	1,240.00	2,000.00	760.00
2141	CHEMICALS	0.00	250.00	0.00	250.00	5,000.00	4,750.00
2142	FERTILIZER AND LIME	0.00	225.00	0.00	225.00	3,000.00	2,775.00
2143	IRRIGATION SUPPLIES	0.00	372.41	0.00	372.41	500.00	127.59
2144	MULCH & PINE NEEDLES	0.00	115.40	0.00	115.40	5,000.00	4,884.60
2145	TOPSOIL (Sand)	0.00	1,411.41	0.00	1,411.41	1,500.00	88.59
2200	FOOD AND PROVISIONS	0.00	35.67	0.00	35.67	50.00	14.33
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	1,700.51	0.00	1,700.51	3,000.00	1,299.49
2500	VEHICLE SUPPLIES	0.00	62.96	0.00	62.96	1,000.00	937.04
2520	FUELS - GAS & OIL	593.37	1,566.07	0.00	1,566.07	8,500.00	6,933.93
2550	EQUIPMENT SUPPLIES	365.77	1,232.35	0.00	1,232.35	2,500.00	1,267.65
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	300.00	300.00

- ⑧ 2015/2018 Garbage Truck code work
 ⑨ Temp employees (2) - Bradley Personnel Inc
 ⑩ Taxes / Tags for new garbage truck

01/06/23
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TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 12 / 22

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10 GENERAL FUND

Account Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2900 ASSETS NOT CAPITALIZED	0.00	6,299.64	203.04	6,502.68	6,500.00	-2.68
3100 TRAVEL	0.00	324.31	0.00	324.31	1,000.00	675.69
3150 CONFERENCE FEES AND SCHOOLS	0.00	295.00	0.00	295.00	1,500.00	1,205.00
3200 COMMUNICATIONS	835.89	4,177.67	637.39	4,815.06	13,000.00	8,184.94
3300 UTILITIES	2,019.99	4,848.07	0.00	4,848.07	15,500.00	10,651.93
3350 Water Utilities	20.61	156.37	0.00	156.37	350.00	193.63
3500 REPAIRS AND MAINTENANCE	0.00	20,687.20	1,850.00	22,537.20	24,000.00	1,462.80
3700 MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	100.00	100.00
3800 DATA PROCESSING SERVICES	20.18	105.81	294.19	400.00	400.00	0.00
3900 DRUG TESTING & BACKGROUND CHECKS	0.00	190.00	410.00	600.00	600.00	0.00
3940 LANDFILL FEES/DUMPSTER P/U	0.00	95.48	0.00	95.48	500.00	404.52
3950 DUES AND SUBSCRIPTIONS	0.00	345.00	0.00	345.00	1,500.00	1,155.00
3980 MISCELLANEOUS EXPENSE	47.45	57.45	0.00	57.45	500.00	442.55
3981 Special Events	0.00	6,620.25	2,300.00	8,920.25	12,000.00	3,079.75
4101 Library Services	69,000.00	96,000.00	0.00	96,000.00	109,500.00	13,500.00
4102 Recreation Services	0.00	0.00	0.00	0.00	20,000.00	20,000.00
4103 Culture/Historical Services	0.00	0.00	0.00	0.00	10,500.00	10,500.00
4300 EQUIPMENT RENTAL	1,852.71	14,216.12	9,034.07	23,250.19	24,680.00	1,429.81
4400 SERVICE & MAINTENANCE CONTRACTS	146.75	880.50	880.50	1,761.00	3,000.00	1,239.00
4500 INSURANCE AND BONDING	0.00	1,932.93	0.00	1,932.93	1,500.00	-432.93
4990 OTHER CONTRACTED SERVICES	0.00	1,720.63	2,680.00	4,400.63	4,300.00	-100.63
5700 CAPITAL OUTLAY - LAND IMPR -	0.00	7,556.00	0.00	7,556.00	223,325.00	215,769.00
5800 CAPITAL OUTLAY - BUILDINGS &	0.00	12,000.00	3,000.00	15,000.00	315,000.00	300,000.00
9700 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Account Total:	95,209.28	287,808.11	21,807.19	309,615.30	1,050,805.00	741,189.70
6300 GOLF COURSE MAINTENANCE						
1000 SALARIES AND WAGES	29,178.81	188,727.11	0.00	188,727.11	410,000.00	221,272.89
1003 LONGEVITY PAY	6,139.00	6,139.00	0.00	6,139.00	6,200.00	61.00
1009 FICA EXPENSE	2,641.22	14,429.17	0.00	14,429.17	32,000.00	17,570.83
1010 RETIREMENT EXPENSE	4,321.48	23,858.42	0.00	23,858.42	47,000.00	23,141.58
1011 HEALTH INSURANCE EXPENSE	6,189.07	37,062.57	0.00	37,062.57	76,000.00	38,937.43
1012 FLEX & PR TIME ADMIN FEES	6.00	30.00	42.00	72.00	650.00	578.00
1013 RETIREE HEALTH INSURANCE EXPENSE	220.32	1,321.92	0.00	1,321.92	10,800.00	9,478.08
1014 WORKER'S COMPENSATION	0.00	3,750.11	0.00	3,750.11	5,000.00	1,249.89
1015 Unemployment Compensation	0.00	1,012.11	0.00	1,012.11	6,000.00	4,987.89
1017 401K EXPENSE	1,461.22	9,370.02	0.00	9,370.02	20,000.00	10,629.98
2100 DEPARTMENT SUPPLIES	1,032.35	4,402.51	301.00	4,703.51	11,000.00	6,296.49
2140 SEED and SOU	0.00	1,117.96	0.00	1,117.96	8,000.00	6,882.04
2141 CHEMICALS	0.00	15,015.82	21,672.60	36,695.42	45,000.00	8,304.58
2142 FERTILIZER AND LIME	1,886.00	3,616.75	0.00	3,616.75	30,000.00	26,383.25
2143 IRRIGATION SUPPLIES	536.48	3,524.96	0.00	3,524.96	7,000.00	3,475.04
2144 MULCH & PINE NEEDLES	0.00	0.00	0.00	0.00	6,000.00	6,000.00
2145 TOPSOIL (Sand)	0.00	1,564.79	0.00	1,564.79	16,000.00	14,435.21
2155 TEE AND GREEN SUPPLIES	0.00	277.00	0.00	277.00	5,000.00	4,723.00
2200 FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	200.00	200.00
2400 CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2500 VEHICLE SUPPLIES	19.74	19.74	0.00	19.74	700.00	680.26
2520 FUELS - GAS & OIL	726.73	12,366.46	21,817.71	34,184.17	35,000.00	815.83
2550 EQUIPMENT SUPPLIES	477.95	13,550.87	4,143.40	17,694.27	30,000.00	12,305.73
2600 OFFICE SUPPLIES	11.36	11.36	0.00	11.36	1,500.00	1,488.64

① Guilford County Pass Through to Library,
& contract payment for services - Jan-March

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TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 12 / 22

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2900	ASSETS NOT CAPITALIZED	0.00	125.15	800.00	925.15	8,000.00	7,074.85
3100	TRAVEL	2,138.66	2,138.66	0.00	2,138.66	3,000.00	861.34
3150	CONFERENCE FEES AND SCHOOLS	0.00	505.00	0.00	505.00	1,550.00	1,045.00
3200	COMMUNICATIONS	627.20	3,719.52	2,400.48	6,120.00	7,700.00	1,580.00
3300	UTILITIES	838.92	5,542.62	1,677.44	7,220.06	20,000.00	12,779.94
3350	Water Utilities	20.61	156.37	0.00	156.37	400.00	243.63
3500	REPAIRS AND MAINTENANCE	0.00	1,239.50	860.50	2,100.00	10,000.00	7,900.00
3800	DATA PROCESSING SERVICES	54.54	291.94	508.06	800.00	800.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	171.06	1,166.48	599.95	1,766.43	1,800.00	33.57
3950	DUES AND SUBSCRIPTIONS	0.00	3,515.73	0.00	3,515.73	5,800.00	2,284.27
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	4,806.75	34,581.91	24,987.65	59,569.56	63,900.00	4,330.44
4400	SERVICE & MAINTENANCE CONTRACTS	42.25	3,269.10	253.50	3,522.60	4,000.00	477.40
4500	INSURANCE AND BONDING	0.00	6,146.29	0.00	6,146.29	10,000.00	3,853.71
4990	OTHER CONTRACTED SERVICES	0.00	2,646.00	0.00	2,646.00	7,000.00	4,354.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	55,843.85	383,269.64	439,113.49	441,959.00	2,745.51
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	0.00	0.00	0.00	260,000.00	260,000.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	1,460.00	2,160.00	3,620.00	246,200.00	244,580.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	3,200.00	3,200.00
Account Total:		63,547.72	463,516.77	469,000.93	932,517.70	1,912,759.00	980,241.30
6301	GOLF SHOP EXPENDITURES						
1000	SALARIES AND WAGES	19,209.72	146,661.75	0.00	146,661.75	315,000.00	168,338.25
1003	LONGEVITY PAY	3,615.00	3,615.00	0.00	3,615.00	3,700.00	85.00
1009	FICA EXPENSE	1,781.95	11,595.52	0.00	11,595.52	24,500.00	12,904.48
1010	RETIREMENT EXPENSE	2,310.48	12,479.55	0.00	12,479.55	25,000.00	12,520.45
1011	HEALTH INSURANCE EXPENSE	3,526.51	21,159.06	0.00	21,159.06	44,000.00	22,840.94
1012	FLEX & PR TIME ADMIN FEES	0.00	0.00	0.00	0.00	1,800.00	1,800.00
1013	RETIREE HEALTH INSURANCE EXPENSE	0.00	3,214.62	0.00	3,214.62	10,800.00	7,585.38
1014	WORKER'S COMPENSATION	0.00	1,090.94	0.00	1,090.94	1,500.00	409.06
1017	401K EXPENSE	746.54	4,793.91	0.00	4,793.91	9,800.00	5,006.09
2100	DEPARTMENT SUPPLIES	217.58	4,185.00	980.90	5,165.90	10,500.00	5,334.10
2101	Grill Supplies	291.28	1,952.70	3,687.30	5,640.00	7,500.00	1,860.00
2156	RANGE SUPPLIES	0.00	3,619.51	0.00	3,619.51	7,000.00	3,380.49
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	400.00	400.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	77.50	0.00	77.50	1,000.00	922.50
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00
2520	FUELS - GAS & OIL	0.00	0.00	0.00	0.00	500.00	500.00
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	1,000.00	1,000.00
2700	GOLF INVENTORY FOR RESALE	2,251.92	25,794.28	4,658.53	30,452.81	55,000.00	24,547.19
2705	Golf Special Orders - Purchases	104.34	4,769.25	0.00	4,769.25	10,000.00	5,230.75
2710	CONCESSION INVENTORY RESALE	1,121.64	17,282.39	17,585.31	34,867.70	34,000.00	-867.70
2715	Food purchased not in inventory	310.53	8,058.50	6,311.48	14,369.98	17,500.00	3,130.02
2900	ASSETS NOT CAPITALIZED	0.00	203.05	203.05	406.10	2,500.00	2,093.90
3100	TRAVEL	0.00	0.00	0.00	0.00	500.00	500.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3200	COMMUNICATIONS	825.99	4,892.18	4,582.82	5,475.00	11,200.00	5,725.00
3300	UTILITIES	976.76	6,910.74	1,648.62	8,559.36	18,000.00	9,440.64
3350	Water Utilities	20.61	156.42	0.00	156.42	350.00	193.58

ⓑ Conference attended by 3 employees

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TOWN OF JAMESTOWN, NC
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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3400	PRINTING	0.00	128.00	0.00	128.00	400.00	272.00
3500	REPAIRS AND MAINTENANCE	0.00	2,010.00	0.00	2,010.00	5,000.00	2,990.00
3700	MARKETING / ADVERTISING	60.40	362.40	362.40	724.80	10,000.00	9,275.20
3800	DATA PROCESSING SERVICES	789.41	4,003.08	5,996.92	10,000.00	10,000.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	294.00	1,706.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPESTER P/O	210.65	1,364.85	1,476.72	2,841.57	3,200.00	358.43
3950	DUES AND SUBSCRIPTIONS	0.00	609.00	0.00	609.00	2,500.00	1,891.00
3955	Permit Fees	0.00	120.00	0.00	120.00	200.00	80.00
3960	BANK AND MERCHANT FEES	1,185.93	12,674.62	8,825.38	21,500.00	25,000.00	3,500.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	250.00	250.00
4300	EQUIPMENT RENTAL	158.04	1,106.28	956.87	2,063.15	2,500.00	436.85
4310	GOLF CART RENTALS	5,327.28	40,630.30	26,100.72	66,731.02	69,200.00	2,468.98
4311	SALES AND USE TAX PAID	2,170.24	12,869.58	0.00	12,869.58	19,000.00	6,130.42
4400	SERVICE & MAINTENANCE CONTRACTS	1,160.68	7,572.12	7,955.08	15,527.20	17,000.00	1,472.80
4500	INSURANCE AND BONDING	0.00	8,698.19	0.00	8,698.19	10,000.00	1,301.81
4990	OTHER CONTRACTED SERVICES	9,665.20	21,322.67	35,879.00	57,201.67	65,500.00	8,298.33
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	59,080.00	0.00	59,080.00	60,000.00	920.00
Account Total:		58,037.68	455,356.96	128,917.10	584,274.06	916,300.00	332,025.94
8000 Debt Service							
7100	DEBT PRINCIPAL PAYMENTS	15,389.49	78,482.97	0.00	78,482.97	223,800.00	145,317.03
7200	DEBT INTEREST PAYMENTS	492.89	6,382.13	0.00	6,382.13	18,000.00	11,617.87
Account Total:		15,882.38	84,865.10	0.00	84,865.10	241,800.00	156,934.90
9600 OTHER FINANCING USES							
9600	TRANSFERS TO OTHER FUNDS	4,108.15	100,072.72	0.00	100,072.72	367,985.00	267,912.28
Account Total:		4,108.15	100,072.72	0.00	100,072.72	367,985.00	267,912.28
Account Group Total:		644,907.72	3,550,495.00	1,162,315.15	4,712,810.15	9,640,103.00	4,927,292.85
Fund Total:		644,907.72	3,550,495.00	1,162,315.15	4,712,810.15	9,640,103.00	4,927,292.85

(B) NGF Consulting - strategic plan for Golf Course

(14) Garbage Truck + Leaf truck payment

(15) To transfer \$1.02 of tax collections for 12/1/22

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TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
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11 General Capital Reserve Fund

Account	Received		Estimated Revenue	Revenue		
	Current Month	Received YTD		To Be Received	Received	
3000						
3831 INVESTMENT EARNINGS	7.02	23.47	40.00	16.53	59 %	
3981 TRANSFER FROM GENERAL FUND	① 4,108.15	99,087.72	126,000.00	26,912.28	79 %	
Account Group Total:	4,115.17	99,111.19	126,040.00	26,928.81	79 %	
Fund Total:	4,115.17	99,111.19	126,040.00	26,928.81	79 %	

① To transfer \$.02 of tax collections for 12/1/22

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TOWN OF JAMESTOWN, NC
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11 General Capital Reserve Fund

Account Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0						
9600 OTHER FINANCING USES						
9600 TRANSFERS TO OTHER FUNDS	0.00	18,884.07	0.00	18,884.07	126,040.00	107,155.93
Account Total:	0.00	18,884.07	0.00	18,884.07	126,040.00	107,155.93
Account Group Total:	0.00	18,884.07	0.00	18,884.07	126,040.00	107,155.93
Fund Total:	0.00	18,884.07	0.00	18,884.07	126,040.00	107,155.93

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TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
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30 WATER AND SEWER

Account	Received		Estimated Revenue	Revenue		% Received
	Current Month	Received YTD		To Be Received		
3000						
3345 INSPECTION AND PERMIT FEES	220.52	742.42	3,400.00	2,657.58		22 %
3710 UTILITY CHARGE - WATER	80,587.16	476,382.58	958,000.00	481,617.42		50 %
3720 UTILITY CHARGE - SEWER	129,650.50	738,030.24	2,600,000.00	1,861,969.76		28 %
3741 Meter Fee	0.00	2,400.00	500.00	-1,900.00		480 %
3742 System Development Fees to be transferred	0.00	9,000.00	0.00	-9,000.00		** %
3743 System Admin / Installation fee	0.00	700.00	100.00	-600.00		700 %
3745 Connection Fees - Water and Sewer	800.00	5,001.50	10,000.00	4,998.50		50 %
3750 NONPAYMENT / RECONNECTION FEES	2,150.00	10,534.40	20,000.00	9,465.60		53 %
3755 Return Check Fees	50.00	350.00	200.00	-150.00		175 %
3760 LATE FEES	1,920.00	11,280.00	20,000.00	8,820.00		56 %
3765 CREDIT CARD ADMINISTRATION FEES	81.53	382.07	600.00	217.93		64 %
3831 INVESTMENT EARNINGS	25,819.61	108,323.74	70,000.00	-38,323.74		155 %
3839 MISCELLANEOUS REVENUES	0.00	135.13	200.00	64.87		68 %
3987 TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND	0.00	0.00	118,500.00	118,500.00		0 %
3988 TRANSFER FROM WATER SEWER CAPITAL RESERVE	0.00	0.00	1,000,000.00	1,000,000.00		0 %
3992 NET POSITION APPROPRIATED	0.00	0.00	3,765,285.00	3,765,285.00		0 %
Account Group Total:	241,279.42	1,363,162.08	8,566,785.00	7,203,622.92		16 %
Fund Total:	241,279.42	1,363,162.08	8,566,785.00	7,203,622.92		16 %

① Interest rate increases

01/06/23
11:05:16

TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 12 / 22

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30 WATER AND SEWER

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
7100	WATER AND SEWER						
1000	SALARIES AND WAGES	57,417.28	347,084.45	0.00	347,084.45	800,000.00	452,915.55
1003	LONGEVITY PAY	13,633.00	13,633.00	0.00	13,633.00	15,500.00	1,867.00
1009	FICA EXPENSE	5,492.07	27,573.18	0.00	27,573.18	63,000.00	35,426.82
1010	RETIREMENT EXPENSE	8,632.59	43,827.02	0.00	43,827.02	100,000.00	56,172.98
1011	HEALTH INSURANCE EXPENSE	10,585.20	59,309.36	0.00	59,309.36	144,000.00	84,690.64
1012	FLEX & PR TIME ADMIN FEES	24.00	150.00	282.00	432.00	1,600.00	1,168.00
1013	RETIREE HEALTH INSURANCE EXPENSE	1,357.23	8,143.38	0.00	8,143.38	21,600.00	13,456.62
1014	WORKER'S COMPENSATION	0.00	7,500.23	0.00	7,500.23	9,000.00	1,499.77
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	500.00	500.00
1017	401K EXPENSE	2,795.37	16,869.01	0.00	16,869.01	40,000.00	23,130.99
1019	PROFESSIONAL SERVICES	0.00	8,587.50	8,912.50	17,500.00	17,500.00	0.00
2100	DEPARTMENT SUPPLIES	3,875.24	14,204.18	1,920.84	16,125.02	30,000.00	13,874.98
2105	WATER METERS	9,639.00	13,329.00	16,656.00	29,985.00	30,000.00	15.00
2200	FOOD AND PROVISIONS	346.77	514.97	0.00	514.97	1,000.00	485.03
2400	CONSTRUCTION & REPAIR SUPPLIES	1,163.25	17,026.08	6,412.18	23,438.26	33,000.00	9,561.74
2500	VEHICLE SUPPLIES	1,136.24	2,861.89	0.00	2,861.89	7,500.00	4,638.11
2520	FUELS - GAS & OIL	683.49	13,774.79	51,225.21	65,000.00	65,000.00	0.00
2550	EQUIPMENT SUPPLIES	0.00	5,915.92	0.00	5,915.92	8,000.00	2,084.08
2600	OFFICE SUPPLIES	8.92	313.14	0.00	313.14	2,000.00	1,686.86
2750	PURCHASE OF WATER	21,848.50	111,479.71	158,339.07	269,818.78	375,000.00	105,181.22
2755	Water Transmission Fees	1,751.53	8,757.65	0.00	8,757.65	27,500.00	18,742.35
2900	ASSETS NOT CAPITALIZED	0.00	6,885.45	203.05	7,088.50	25,000.00	17,911.50
3100	TRAVEL	0.00	0.00	0.00	0.00	2,500.00	2,500.00
3150	CONFERENCE FEES AND SCHOOLS	415.00	3,159.45	2,880.00	6,039.45	7,500.00	1,460.55
3200	COMMUNICATIONS	2,359.26	11,967.31	12,137.69	24,105.00	35,000.00	10,895.00
3300	UTILITIES	1,901.89	6,958.85	2,551.20	9,510.05	16,000.00	6,489.95
3350	Water Utilities	13.74	93.66	0.00	93.66	500.00	406.34
3400	PRINTING	406.49	2,036.66	2,463.34	4,500.00	7,000.00	2,500.00
3500	REPAIRS AND MAINTENANCE	0.00	6,992.25	20,300.00	35,292.25	40,000.00	4,707.75
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3800	DATA PROCESSING SERVICES	1,681.90	7,822.64	13,177.36	21,000.00	21,000.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	221.00	1,079.00	1,300.00	1,300.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	4,000.00	4,000.00
3950	DUES AND SUBSCRIPTIONS	632.50	3,717.55	0.00	3,717.55	6,000.00	2,282.45
3955	Permit Fees	0.00	1,945.00	962.50	2,907.50	5,000.00	2,092.50
3960	BANK AND MERCHANT FEES	1,364.57	7,910.12	5,295.50	13,205.62	20,000.00	6,794.38
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	1,500.00	1,500.00
4300	EQUIPMENT RENTAL	213.56	1,536.04	1,572.18	3,108.22	15,000.00	11,891.78
4400	SERVICE & MAINTENANCE CONTRACTS	2,287.00	25,436.81	18,507.57	43,944.38	50,000.00	6,055.62
4401	NC811 Fees	117.00	936.75	1,729.00	2,665.75	3,000.00	334.25
4500	INSURANCE AND BONDING	300.00	24,913.08	0.00	24,913.08	30,000.00	5,086.92
4950	LAB TESTING	167.25	1,886.42	7,113.58	9,000.00	9,000.00	0.00
4960	SEWER TREATMENT	91,380.20	239,691.16	0.00	239,691.16	821,500.00	581,808.84
4990	OTHER CONTRACTED SERVICES	10,333.16	80,855.76	112,864.24	193,720.00	630,380.00	436,660.00
4995	ENGINEERING FEES NOT CAPITALIZED	0.00	3,820.00	17,680.00	21,500.00	22,000.00	500.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	60,371.89	574.12	60,946.00	60,000.00	-946.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	110,262.79	287.00	110,549.79	158,500.00	47,950.21
5900	CAPITAL OUTLAY - WATER IMPROVEMENTS	0.00	34,983.67	17,340.00	52,323.67	400,000.00	347,676.33
5910	CAPITAL OUTLAY - SEWER IMPROVEMENTS	0.00	0.00	17,340.00	17,340.00	3,550,000.00	3,332,660.00

2 months
of sewer
payments

①

① mattem + Craig - bridge safety inspection

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TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 12 / 22

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30 WATER AND SEWER

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
6800	OPERATING PAYMENTS TO REGIONAL	0.00	45,332.18	0.00	45,332.18	48,000.00	2,667.82
6801	DEBT PAYMENTS TO PIEDMONT TRIAD	0.00	59,187.75	0.00	59,187.75	119,000.00	59,812.25
6810	Payments for Odor Control Project ②	11,041.50	11,041.50	0.00	11,041.50	23,000.00	11,958.50
6820	First Bank Credit Card Encumbrance	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00
7100	DEBT PRINCIPAL PAYMENTS	0.00	25,001.66	0.00	25,001.66	50,005.00	25,003.34
7200	DEBT INTEREST PAYMENTS	0.00	3,252.10	0.00	3,252.10	6,300.00	3,047.90
9600	TRANSFERS TO OTHER FUNDS	0.00	462,616.00	0.00	462,616.00	582,100.00	119,484.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Account Total:		265,004.70	1,971,689.95	508,805.13	2,480,495.08	8,566,785.00	6,086,289.92
Account Group Total:		265,004.70	1,971,689.95	508,805.13	2,480,495.08	8,566,785.00	6,086,289.92
Fund Total:		265,004.70	1,971,689.95	508,805.13	2,480,495.08	8,566,785.00	6,086,289.92

② Odor Control payments - principal + interest July - December

01/06/23
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TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
For the Accounting Period: 12 / 22

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60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue		% Received
	Current Month	Received YTD		To Be Received		
3000						
3831 INVESTMENT EARNINGS	① 1,805.06	7,458.87	100.00	-7,358.87		*** %
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	32,100.00	32,100.00	0.00		100 %
3992 NET POSITION APPROPRIATED	0.00	0.00	86,300.00	86,300.00		0 %
Account Group Total:	1,805.06	39,558.87	118,500.00	78,941.13		33 %
Fund Total:	1,805.06	39,558.87	118,500.00	78,941.13		33 %

① Interest rate increases

01/06/23
11:05:16

TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 12 / 22

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60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Object	Expended	Expended	Encumbered	Committed	Current	Available
		Current Month	YTD	YTD	YTD	Appropriation	Appropriation
0							
7130	RANDLEMAN RESERVOIR						
	9600 TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	118,500.00	118,500.00
	Account Total:	0.00	0.00	0.00	0.00	118,500.00	118,500.00
	Account Group Total:	0.00	0.00	0.00	0.00	118,500.00	118,500.00
	Fund Total:	0.00	0.00	0.00	0.00	118,500.00	118,500.00

16

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TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
For the Accounting Period: 12 / 22

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61 WATER AND SEWER CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue		% Received
	Current Month	Received YTD		To Be Received		
3000						
3831 INVESTMENT EARNINGS	116.24	438.03	10.00	-448.03	*** %	
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	430,516.00	550,000.00	119,484.00	76 %	
3992 NET POSITION APPROPRIATED	0.00	0.00	449,990.00	449,990.00	0 %	
Account Group Total:	116.24	430,974.03	1,000,000.00	569,025.97	43 %	
Fund Total:	116.24	430,974.03	1,000,000.00	569,025.97	43 %	
Grand Total:		682,814.96	5,500,614.29	19,451,428.00	13,850,813.71	29 %

① Interest rate increases

01/06/23
11:05:16

TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 12 / 22

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61 WATER AND SEWER CAPITAL RESERVE FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
9600	OTHER FINANCING USES						
	9600 TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
	Account Total:	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
	Account Group Total:	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
	Fund Total:	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
Grand Total:		909,912.42	5,541,069.02	1,671,120.28	7,212,189.30	19,451,428.00	12,239,238.70

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: Golf report for December 2022

AGENDA ITEM #: II-C



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

Attached is the report for golf operations for December 2022.

Total revenues for the month of December 2022 were \$27,148 and operating expenditures were \$121,586. There were no Capital Outlay expenditures in December. Thus there was a net operating loss of \$94,438 for the month. In December 2021, there was an operating loss of \$35,531.

For the month of December 2022 there were 706 rounds played, and 2,085 rounds played in December 2021.

December 2022 had 16 bad weather days and 8 closed days including one day for the Christmas holiday.

The grill had a loss of \$5,399 for December 2022; in December 2021, the loss was \$2,694. For the current fiscal year-to-date the grill has a net loss of \$6,288; in 2021 (year to date), there was a net loss of \$3,009.

December was a slow month for golf due to the bad weather days and less rounds of golf played, which resulted in less revenue generated. Work on the strategic plan continued during the month.

ATTACHMENTS: Golf Report for December 2022

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

FYE 6/30/23

	December 2022	December 2021	Variance	% Variance	YTD FYE 6/30/23	YTD FYE 6/30/22	Variance	% Variance
<i>Golf Course Operating Revenues</i>	27,148	73,391	(46,243)	-63.01%	575,395	596,846	(21,451)	-3.59%
<i>Golf Course Maintenance Expenditures (before capital outlay)</i>	63,548	63,121	427	0.68%	406,213	404,959	1,254	0.31%
<i>Golf Course Golf Shop Expenditures (before capital outlay)</i>	58,038	45,801	12,237	26.72%	396,277	346,047	50,230	14.52%
<i>Net exp < or > rev before Capital Outlay</i>	(94,438)	(35,531)	(58,907)	165.79%	(227,095)	(154,160)	(72,935)	
<i>Capital Outlay</i>	-	-	-		116,384	33,378	(83,006)	
<i>Net expenditures < or > revenues</i>	<u>(94,438)</u>	<u>(35,531)</u>	<u>(58,907)</u>	-165.79%	<u>(343,479)</u>	<u>(187,538)</u>	<u>(155,941)</u>	-83.15%
 <i>Golf Rounds Played (not including complimentary play)</i>	 706	 2,085			 11,815	 14,480		
 <i>Bad Weather Days (1)</i>	 16	 8			 36	 34		
<i>Days closed for aerification, covered greens (Christmas)</i>	8	1			9	2		
 <i>Golf course employees paid during the month:</i>								
<i>Full-time positions</i>	11	11						
<i>Part-time hours</i>	361	426						

(1) - Defined as rain, snow, 49 degrees or below, 95 degrees or above

Revenues
FYE 6/30/23

	<u>December 2022</u>	<u>December 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/23</u>	<u>YTD FYE 6/30/22</u>	<u>Variance</u>	<u>% Variance</u>
Greens	13,372	36,188	(22,816)	-63.05%	298,836	305,279	(6,443)	-2.11%
Cart Rentals	7,037	22,508	(15,471)	-68.74%	158,371	165,819	(7,448)	-4.49%
Pull Carts	17	18	(1)	-5.56%	139	159	(20)	-12.58%
Driving Range	1,668	3,680	(2,012)	-54.67%	20,331	31,736	(11,405)	-35.94%
Sales - Golf Shop Inventory	2,300	4,534	(2,234)	-49.26%	40,200	38,463	1,737	4.52%
Sales - Golf Shop Concessions	2,724	6,293	(3,570)	-56.72%	53,643	53,450	193	0.36%
Golf Clubhouse Rental Fees and golf clubs	30	170	(140)	-82.35%	3,875	1,940	1,935	99.74%
a.	<u>27,148</u>	<u>73,391</u>	<u>(46,243)</u>	-63.01%	<u>575,395</u>	<u>596,846</u>	<u>(21,451)</u>	-3.59%

Variances:

- a. Revenue is down for December 2022 compared to December 2021,
there were 16 bad weather days and 8 closed days in December 2022

Jamestown Park Golf Course Operations
Golf Maintenance Expenditures
FYE 6/30/23

	<u>December 2022</u>	<u>December 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/23</u>	<u>YTD FYE 6/30/22</u>	<u>Variance</u>	<u>% Variance</u>
Salaries & Employee Benefits	a. 50,157	47,979	2,178	4.54%	285,700	260,423	25,277	9.71%
Supplies & Materials	4,691	9,763	(5,073)	-51.96%	55,593	59,142	(3,549)	-6.00%
Contractual Services	4,849	3,035	1,814	59.76%	46,643	37,422	9,221	24.64%
Other Operating Expenditures (utilities, communications, etc)	<u>3,851</u>	<u>2,343</u>	<u>1,508</u>	64.35%	<u>18,276</u>	<u>14,594</u>	<u>3,682</u>	25.23%
Total Exp before Capital Outlay	<u>63,548</u>	<u>63,121</u>	<u>427</u>	0.68%	<u>406,213</u>	<u>371,581</u>	<u>34,632</u>	9.32%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>		<u>57,304</u>	<u>33,378</u>	<u>23,926</u>	71.68%
	<u><u>63,548</u></u>	<u><u>63,121</u></u>	<u><u>427</u></u>	0.68%	<u><u>463,517</u></u>	<u><u>404,959</u></u>	<u><u>58,558</u></u>	14.46%

Variances:

a. Longevity was paid in December

Jamestown Park Golf Course Operations
Golf Shop Expenditures
FYE 6/30/23

		<u>December 2022</u>	<u>December 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/23</u>	<u>YTD FYE 6/30/22</u>	<u>Variance</u>	<u>% Variance</u>
Salaries & Employee Benefits	a.	31,189	30,653	536	1.75%	204,610	195,216	9,395	4.81%
Supplies & Materials		4,297	6,441	(2,144)	-33.28%	65,942	56,768	9,175	16.16%
Contractual Services	b.	18,481	5,380	13,101	243.51%	92,199	64,283	27,916	43.43%
Other Operating Expenditures (utilities, communications, etc)		<u>4,070</u>	<u>3,327</u>	<u>743</u>	22.33%	<u>33,525</u>	<u>29,781</u>	<u>3,744</u>	12.57%
Total Exp before Capital Outlay		<u>58,038</u>	<u>45,801</u>	<u>12,237</u>	26.72%	<u>396,277</u>	<u>346,047</u>	<u>50,229</u>	14.52%
Capital Outlay		<u>-</u>	<u>-</u>	<u>-</u>		<u>59,080</u>	<u>-</u>	<u>59,080</u>	
		<u><u>58,038</u></u>	<u><u>45,801</u></u>	<u><u>12,237</u></u>	26.72%	<u><u>455,357</u></u>	<u><u>346,047</u></u>	<u><u>109,309</u></u>	31.59%

Variances:

- a. Longevity was paid in December
- b. NGF Consulting, strategic plan for golf course

Grill Operations
FYE 6/30/23

	December 2022	YTD FYE 6/30/23	December 2021	YTD FYE 6/30/22
Golf Shop Grill Revenues	2,724	53,643	6,293	53,450
Golf Shop Rental Revenue	-	2,190	-	560
	<u>2,724</u>	<u>55,833</u>	<u>6,293</u>	<u>54,010</u>
Expenditures:				
Wages	4,449	23,727	4,018	22,026
FICA	359	1,842	321	1,693
Benefits	1,591	9,257	1,565	9,220
Grill supplies	291	1,953	111	1,345
Food & beverage purchases	1,432	25,341	2,973	22,735
	<u>8,122</u>	<u>62,120</u>	<u>8,987</u>	<u>57,019</u>
	<u>(5,399)</u>	<u>(6,288)</u>	<u>(2,694)</u>	<u>(3,009)</u>

Variances:

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: Notification of Advances Outstanding for sidewalk projects

AGENDA ITEM #: II-D



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Galiman

SUMMARY:

At the February 15, 2020 Town Council meeting, approval was done to allow the Town Manager or designee to make cash advances from the General Fund to the sidewalk capital project funds in order to pay the construction invoices. These will be reimbursed by NCDOT for all allowable expenditures.

The Town's budget ordinance states Council must be notified of any advances that will not be repaid within 60 days.

The current balance of advances to cover invoices paid for which reimbursement has not yet been received is as follows:

East Main Street (Lydia) sidewalk project-\$234,788

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

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: Budget Amendment #9

AGENDA ITEM #: II-E



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

(a.) This portion of the proposed amendment will provide budget funding (\$31,800) for 4 months of the current fiscal year for salaries and benefits. Due to being awarded several federal grants (and also waiting on approval for others that have been applied for), current staff does not have the time (nor expertise) to adequately handle the reporting, compliance and other requirements of federal Uniform Guidance that will be required of these grants. We feel that there is more opportunity now for seeking other grants as well. Thus we are proposing to hire an employee with experience in working with federal grants who could efficiently handle the requirements needed for current and future grants. Due to most all municipalities and counties having received ARPA funding, there are many grant positions that have been created and are open. Thus we want to jump on this and try to hire some grant help to help us work through current grants and also apply for future grants.

(b.) This portion of the proposed amendment will eliminate the budget for proposed debt payments for the financing of golf equipment and a garbage truck. Due to supply chain and other issues, we were unable to complete the financing that was initially entered into and subsequently canceled. When we finally received the golf equipment in the current fiscal year, we paid for these out of available cash. We also purchased a different model of garbage truck than was initially proposed. This amendment will put \$70,000 back into available fund balance.

ATTACHMENTS: Budget Amendment #9

RECOMMENDATION/ACTION NEEDED: Approve Budget Amendment #9

BUDGETARY IMPACT: \$101,800 in expenditures and appropriated fund balance

SUGGESTED MOTION: Approve Budget Amendment #9

FOLLOW UP ACTION NEEDED:

**FYE 6/30/23
BUDGET AMENDMENT #9**

Fund 10:

		<u>Debit</u>	<u>Credit</u>
a.	Salaries	10-4200-1000 22,500.00	
	FICA	10-4200-1009 1,750.00	
	Retirement	10-4200-1010 2,750.00	
	Health Insurance	10-4200-1011 3,600.00	
	401k	10-4200-1017 1,200.00	
	Fund Balance Appropriated	10-3991	31,800.00
To budget for hiring a grants administrator/financial analyst (new position)			
b.	Appropriated Fund Balance	10-3991 70,000.00	
	Debt Principal Payments	10-8000-7100	65,000.00
	Debt Interest Payments	10-8000-7200	5,000.00

To eliminate the budget for debt that we did not incur.

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: Historic Jamestown Society amended contract

AGENDA ITEM #: II. F.



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

We have received a request from the Historic Jamestown Society (Society) to amend the contract for the 22-23 fiscal year. The amended contract will be for maintenance of historic structures. The following amended request is an exception allowed by NC General Statue §153A-437 as described in the request attachment; thus we believe that all are allowable costs in providing historical services to the Town of Jamestown.

Based on the priorities provided by the Director of the Historic Jamestown Society, we recommend the following be approved to be included in our amended contract with the Historic Jamestown Society:

Facility maintenance-water mitigation, painting and wood repairs and tree maintenance (including historic walnut trees)-\$10,500.

ATTACHMENTS: Historic Society Request, G.S. 153A-437, & Amended Contract with Historic Jamestown Society

RECOMMENDATION/ACTION NEEDED: Approval of the amended contract with Historic Jamestown Society

BUDGETARY IMPACT: \$10,500

SUGGESTED MOTION: Approve the amended contract for facility maintenance and tree maintenance on historic structures

FOLLOW UP ACTION NEEDED:

From: Historic Jamestown Society

Date: November 9, 2022

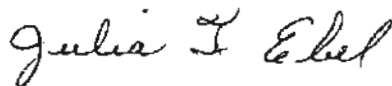
To: Mayor Lynn Montgomery and the Jamestown Town Council

Re: Use of Town service contract funding to Historic Jamestown Society, 2022-2023

Request: Permission to reallocate Town funding of \$10,500.00, originally designated for placement of historical markers, instead to be used for facilities maintenance.

Reasons: The use of our Town funding for protecting and repairing our facilities is more urgent than the originally intended use for historical markers. Current and timely needs for water mitigation, tree maintenance (including historic walnut trees), painting, and wood repairs are critical for preservation of our historic structures. Management of facilities is essential to provide a safe and inviting site for visitors from the Jamestown community, across the United States, and beyond.

Thank you for considering this reallocation in support of the common purposes of Historic Jamestown Society and the Town of Jamestown as we strive to preserve and interpret the rich heritage and stories of our community.



Julia T. Ebel

Historic Jamestown Society President

336-454-1957

ebel@northstate.net

§ 153A-437. Assistance to historical organizations.

(a) A county or city may appropriate revenues not otherwise limited as to use by law to a local historical or preservation society, museum, or other similar organization. Before such an appropriation may be made, the recipient organization shall adopt and present to the county or city a resolution requesting the funds and describing the intended use of the funds. The funds may be used for preserving historic sites, buildings, structures, areas, or objects; for recording and publishing materials relating to the history of the area; for establishing or maintaining historical museums or projects; for paying salaries of personnel employed in such museums or projects; for the costs of acquiring, recording, and maintaining materials and equipment; and for any other purposes that are approved by the county or city and that contribute to the preservation of historic sites, buildings, structures, areas, or objects, or historic materials. The ordinance making the appropriation shall state specifically what the appropriation is to be used for, and the governing board of the county or city shall require that the recipient account for the appropriation at the close of the fiscal year.

(b) A county or city, a board of education, or the board of trustees of a public library may make available space in a building under its control to a local historical society, historical museum, or other historical organization.

(c) This section is supplemental to and does not supersede any other law. (1955, c. 371, ss. 1-4; 1957, c. 398; 1973, c. 822, s. 1.)

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

AMENDED CONTRACT FOR SERVICES
Historic Jamestown Society

THIS CONTRACT, amended as of the 17th day of January 2023, by and between the Town of Jamestown, (hereinafter referred to as the TOWN), and the Historic Jamestown Society, a North Carolina Non-Profit Corporation (hereinafter referred to as the Society).

WITNESSETH:

WHEREAS, the TOWN has agreed to pay the Society up to a certain amount of money, hereinafter stated, out of the TOWN'S General Fund Budget, and that in exchange for said funding the Society has agreed to perform certain services for the TOWN of a public nature; therefore, it is mutually agreed and understood between the parties as follows:

1. **TERM OF CONTRACT:** This contract shall commence August 16, 2022 and shall end on June 30, 2023. Beginning July 1, 2023, this contract may be renewed for an additional one-year term from July 1, 2023 - June 30, 2024. If the Society shall at any time breach any part of this Agreement, this Agreement shall immediately terminate upon the Society's receipt of written notice of the same, signed by the Town Manager or his/her designee.
2. **SERVICES TO BE PERFORMED:** The Society agrees to provide cultural and historical (recreational) programming to residents in Jamestown, NC.
3. **STATUTORY FUNDING AUTHORIZATION:** Funding in support of the amended activities described in Article 23 of the North Carolina General Statute §153A-437.
4. **ANNUAL APPROPRIATION:** For the FY 2022-2023 Fiscal Year, the appropriation available is \$10,500. These funds will be amended for purpose of facility maintenance; such as water mitigation, tree maintenance (including historic walnut trees), painting and wood repairs that are critical for preservation of historic structures.

5. Council will consider the Society funding the amended request for funding during the current fiscal year. There is no guarantee of funding beyond the contract term.
6. **PAYMENT:** The TOWN will pay the Society in the amount approved in the TOWN's budget for operations of the fiscal year, dependent on documentation provided. Please provide records of facility maintenance, etc. purchased, other contracted services, and evidence that the approved uses took place as stated.
7. **USE OF FUNDS:** Funding provided under this amended agreement to the Society shall be used exclusively to provide activities as outlined in Article 23 as authorized under North Carolina General Statute§153A-437 and outlined specifically in Article 23. (a) A city (town) may appropriate revenues not otherwise limited as to use by law to a local historical or preservation society, museum, or other similar organization. Before such an appropriation may be made, the recipient organization shall adopt and present to the town a resolution requesting the funds and describing the intended use of the funds. The funds may be used for preserving historic sites, buildings, structures, areas, or objects; for recording and publishing materials relating to the history of the area; for establishing or maintaining historical museums or projects; for paying salaries of personnel employed in such museums or projects; for the costs of acquiring, recording, and maintaining materials and equipment; and for any other purposes that are approved by the Town and that contribute to the preservation of historic sites, buildings, structures, areas, or objects, or historic materials. The ordinance making the appropriation shall state specifically what the appropriation is to be used for, and the governing board of the town shall require that the recipient account for the appropriation at the close of the fiscal year.

8. The Society agrees to maintain in force throughout the term of this Contract commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage with minimum combined limits of liability of not less than \$1,000,000.00 per occurrence and aggregate limits of not less than \$2,000,000.00. All policies shall name the TOWN as an additional insured, and must provide that the TOWN be given thirty (30) days advance written notice of a cancellation, failure to renew, or material change. The Society's insurance agent shall provide evidence of all insurance required by this Contract.
9. **INDEMNIFICATION:** The Society will, to the fullest extent permitted by law, indemnify, defend, and hold harmless, the TOWN from and against any and all claims, liabilities, losses, damages, costs, or expenses . This includes, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of, or relating to, any or all of the following:
- A. Damages to persons, personal property, or the TOWN caused by an act or omission of the Society; and
 - B. All claims, suits, losses, injuries, death, and property liability, including, without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring in the performance of the proposed services; and
 - C. All claims and liabilities resulting from the Society's violation of federal, state, or local statute, regulation, or ordinance; and
 - D. In the event that any goods, services, or processes sold and delivered or sold and performed is defective in any respect whatsoever, the Society will indemnify and hold harmless the TOWN from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that happen or occur in connection with the use or sale of such goods, services, or processes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ by their respective duly authorized representatives.

ATTEST

By: _____ By: _____
Katie Weiner Lynn Montgomery
Town Clerk Mayor

ATTEST

By: _____
Historic Jamestown Society

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Judy Gallman
Finance Director

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: Approval of amendment to Contract for Library Services

AGENDA ITEM #: II-G



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

This amendment will amend the original contract with Jamestown Public Library to provide library services for the Town and surrounding areas. The amount of the contract will be increased by \$10,000 for the current fiscal year 2022-23. Due to inflation, the increase is needed for operations of the library.

ATTACHMENTS: Jamestown Public Library Request & Amended contract with Jamestown Public Library to provide library services

RECOMMENDATION/ACTION NEEDED: Approve amendment to contract for library services

BUDGETARY IMPACT: \$10,000 in expenditures and appropriated fund balance

SUGGESTED MOTION: Approve amendment to contract with Jamestown Public Library to provide library services

FOLLOW UP ACTION NEEDED:

9 January 2023

Jamestown Public Library
200 West Main Street
Jamestown, NC 27282

Town Council
Town of Jamestown
PO Box 848
Jamestown, NC 27282

Council Members:

Due to inflation and the resulting cost increases, the Old Jamestown School Assoc., Inc., is requesting an increase in the amount of \$10,000 for the July 1, 2022-June 30, 2023 Contract for Service agreement with the Town.

The Town has been most supportive of the Jamestown Public Library from its inception in 1986 and for that we are extremely grateful. Hopefully this support will continue.

Sincerely,

A handwritten signature in black ink that reads "Gary D. Haynes". The signature is written in a cursive, flowing style.

Gary D. Haynes, President
Old Jamestown School Association, Inc.

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

CONTRACT FOR SERVICES- Amended
JAMESTOWN PUBLIC LIBRARY

THIS CONTRACT, entered into as of the 1st day of July 2022, and amended on January 17, 2023, by and between the Town of Jamestown, (hereinafter referred to as the TOWN), and the Old Jamestown School Association, Inc. dba Jamestown Public Library, a North Carolina Non-Profit Corporation (hereinafter referred to as the LIBRARY).

WITNESSETH:

WHEREAS, the TOWN has agreed to pay the LIBRARY up to a certain amount of money, hereinafter stated, out of the TOWN'S General Fund Budget, and that in exchange for said funding the LIBRARY has agreed to perform certain services for the TOWN of a public nature; therefore, it is mutually agreed and understood between the parties as follows:

1. **TERM OF CONTRACT:** This contract shall commence July 1, 2022 and shall end on June 30, 2023. Beginning July 1, 2023, this contract will be renewed for an additional one-year increment from July 1, 2023 - June 30, 2024 fiscal year basis. Each year thereafter, this contract will automatically renew for one additional fiscal year unless either party does not provide written notification to the other party of their intent not to renew at least 90 days prior to the expiration of the contract. Any extension shall be on the same terms, covenants, and provisions as the original contract, unless changes are mutually agreed upon and reduced to writing as an addendum to this contract. Provided however, that either party can, in their sole discretion, elect not to renew, or immediately terminate this contract, so long as a 90-day notice is given to the other party of the decision not to renew, or to terminate. If the LIBRARY shall at any time breach any part of this Agreement, this Agreement shall immediately terminate upon receipt of written notice of the same, signed by the Town Manager or his/her designee.

2. **SERVICES TO BE PERFORMED:** The LIBRARY, in and for the consideration recited in Section 5 below, agrees to provide public library services at 200 West Main Street, Jamestown, NC. Public library services for the purposes of this contract shall be defined as providing free access to residents of the Town of Jamestown for public library services including but not limited to adult and children's literacy programs, cultural programs and borrowing items from the Library's collection of books, magazines, and other literary materials in both paper and electronic formats. The LIBRARY agrees to notify the Town Manager in writing immediately of any significant change in the type or level of services to be performed.
3. **STATUTORY FUNDING AUTHORIZATION:** Funding in support of the LIBRARY services described in Section 2 is authorized by North Carolina General Statute §160A-209(c)20 and § 153A-264.
4. **ANNUAL APPROPRIATION:** For the FY 2022-2023 Fiscal Year, the appropriation available for this contract is \$64,000 to be paid in quarterly installments of \$16,000. The shortfall not yet paid by the date of the amendment approval will be paid with the first installment after approval of the amended contract. Each year, the Town Council will consider the LIBRARY operating funding request for funding the following fiscal year. There is no guarantee of funding beyond the contract term.
5. **PAYMENT:** That the TOWN will pay the LIBRARY in the amount approved in the TOWN's budget for operations each fiscal year. Each year, the available funds will be disbursed as follows: 25 percent per quarter: July 1, October 1, January 1, and April 1. For the purposes of receiving payments, the mailing address of the Agency shall be: **P.O. BOX 1345, Jamestown, North Carolina 27282**. Payments to the LIBRARY shall be automatically remitted by the TOWN's Accounting Department.

6. **USE OF FUNDS:** Funding provided under this agreement to the LIBRARY shall be used exclusively to provide the public library services outlined in Section 2. No funds provided by the TOWN shall be used for fund raising, political purposes, or any other purpose other than providing public library services as authorized under North Carolina General Statute §160A-209(c)20 and §153A-264 and outlined specifically in Section 2.
7. **ANNUAL ACTIVITY REPORT:** The LIBRARY shall provide to the TOWN an annual report of the accomplishments and services provided under this agreement. The report shall be submitted with the LIBRARY funding request by March 1 of each year and shall contain information for the previous calendar year.
8. **FINANCIAL REPORTING:**
 - A. Funds paid under the terms of this agreement shall be reported as municipal support and clearly identifiable in the LIBRARY financial statements.
 - B. The LIBRARY agrees that it will provide the TOWN with an annual financial report derived from the LIBRARY's accounting system for all year-end periods. The LIBRARY shall also provide a copy of its IRS Form 990 for each year. The report and IRS Form 990 is due to the TOWN one hundred and twenty (120) days after the LIBRARY's year-end.
9. **PUBLIC INFORMATION:** The report and IRS Form 990 referenced in Section 8B shall also be made available to the general public upon request.
10. **INDEPENDENT CONTRACTOR:** The LIBRARY is a non-profit corporation of the State of North Carolina, and is an independent contractor. The LIBRARY is not an agent, officer, or employee of the TOWN and shall have no authority to act as an agent of the TOWN, nor enter any Agreement for, or on behalf of, the TOWN. The LIBRARY shall at all times maintain its

status as a non-profit corporation organized to do business in the State of North Carolina. In addition, employees of the LIBRARY shall not, in any way, be considered employees of the TOWN.

11. **ASSIGNMENT:** The LIBRARY shall not assign its contract rights under this Agreement or any part thereof, nor delegate any performances hereunder, nor subcontract without first obtaining the TOWN'S written approval thereof.
12. **MODIFICATION:** This Agreement may be modified only by a written instrument duly executed by the parties or their respective successors.
13. **NOTICES:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by registered or certified mail to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LIBRARY:

Chair- Board of Trustees
Jamestown Public Library
PO Box 1345
Jamestown, NC 27282

TOWN:

Town Manager
Town of Jamestown
301 E. Main Street
Jamestown, NC 27282

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

14. INSURANCE AND LIABILITY: The LIBRARY will maintain worker's compensation and employer's liability insurance for employees as required by current North Carolina and Federal law. Current valid insurance policies meeting the requirements herein identified shall be maintained to be considered an "eligible contractor" of the TOWN. The LIBRARY will maintain insurance policies at all times in the amounts and terms set forth as follows:

A. Worker's Compensation Insurance shall be maintained covering all employees in an amount necessary to comply with the laws of the State of North Carolina and all federal laws, and to qualify for the Commercial General Liability policy described below.

B. The LIBRARY agrees to keep its personal property located at the Old Jamestown Library, including all alterations, additions and improvements, insured against loss or damage by fire or other casualty and all perils insured under a separate "all risks" policy in an amount equal to the full insurable replacement cost value of the property.

C. The LIBRARY agrees to maintain in force throughout the term of this Contract commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage with minimum combined limits of liability of not less than \$1,000,000.00 per occurrence and aggregate limits of not less than \$2,000,000.00. Such policy shall insure the LIBRARY'S performance of the indemnity provisions of this Contract, but the amount of such insurance shall not limit the LIBRARY'S liability nor relieve the LIBRARY of any obligation hereunder.

D. All policies in B and C above shall name the TOWN as an additional insured, and must provide that the TOWN be given thirty (30) days advance written notice of a cancellation, failure to renew, or material change. The LIBRARY shall provide evidence of all insurance required by this Contract.

14. INDEMNIFICATION: The LIBRARY will, to the fullest extent permitted by law, indemnify, defend, and hold harmless, the TOWN from and against any and all claims, liabilities, losses, damages, costs, or expenses. This includes, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of, or relating to, any or all of the following:

A. Damages to persons, personal property, or the TOWN caused by an act or omission of the

LIBRARY; and

- B. All claims, suits, losses, injuries, death, and property liability, including, without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring in the performance of the proposed services; and
 - C. All claims and liabilities resulting from the LIBRARY's violation of federal, state, or local statute, regulation, or ordinance; and
 - D. In the event that any goods, services, or processes sold and delivered or sold and performed is defective in any respect whatsoever, the LIBRARY will indemnify and hold harmless the TOWN from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that happen or occur in connection with the use or sale of such goods, services, or processes.
15. **STRICT COMPLIANCE:** The TOWN may at any time insist upon strict compliance with these terms and conditions despite any previous course of dealing or course of performance between the parties that may have been contrary to the terms of this Agreement.
16. **SEVERABILITY:** In the event that any provision herein is deemed invalid or unenforceable, the other provisions will remain in full force and effect, and binding on both parties.
17. **SURVIVAL:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the TOWN and the LIBRARY will survive the completion of the services and the termination of the Agreement.
18. **GOVERNING LAW:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, is governed by the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the General Courts of Justice of North Carolina. In addition, the parties agree that the exclusive venue for any legal proceeding will be Guilford County, North Carolina.
19. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding and agreement

between the parties with respect to contracting for library services as outlined in Section 2. This Agreement supersedes all prior agreements, whether written or oral, that may exist between the parties with respect to contracting for library services as outlined in Section 2. In addition, no subsequent amendment or modification to this Agreement or waiver of any provisions will be effective unless in writing and signed by both parties.

CHANGES IN BYLAWS AND INSURANCE POLICIES: That in the event of any change in the LIBRARY'S bylaws, or insurance policies, the LIBRARY agrees that it shall immediately notify the Town Manager. The LIBRARY shall have this CONTRACT approved by its Board of Trustees with a copy of the minutes approving this CONTRACT being submitted to the TOWN at the time of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
_____ by their respective duly authorized representatives.

ATTEST

By: _____
Katie Weiner
Town Clerk

By: _____
Lynn Montgomery
Mayor

ATTEST

By: _____
Gary Haynes
Chair – Board of Trustees

This instrument has been pre-audited in the
manner required by the Local Government Budget
and Fiscal Control Act.

By: _____
Judy Gallman
Finance Director

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: Budget Amendment #10

AGENDA ITEM #: II-H



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

This amendment will increase the amount of library services by \$10,000 that the Town contracts with the Jamestown Public Library to provide for the Town and surrounding areas. Due to inflation, this is a needed supplement to the original contract.

ATTACHMENTS: Budget Amendment #10

RECOMMENDATION/ACTION NEEDED: Approve Budget Amendment #10

BUDGETARY IMPACT: \$10,000 in expenditures and appropriated fund balance

SUGGESTED MOTION: Approve Budget Amendment #10

FOLLOW UP ACTION NEEDED:

FYE 6/30/23
BUDGET AMENDMENT #10

Fund 10:

		<u>Debit</u>	<u>Credit</u>
Library Services	10-6200-4101	10,000.00	
Fund Balance Appropriated	10-3991		10,000.00
To increase budget for library services, per request from library, and per amended contract			

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: Presentation of Resolution to Sharen Apple for her retirement

AGENDA ITEM #: IV

☐ **CONSENT AGENDA ITEM**

☐ **ACTION ITEM**

☒ **INFORMATION ONLY**

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Asst. Mgr./Town Clerk

SUMMARY:

Sharen Apple, Accounting Manager/Human Resources, has announced that she will retire from the Town in January. She has been an amazing employee and an invaluable asset to the Town. The Town would like to present her with a resolution to honor her service and wish her well on her future endeavors.

ATTACHMENTS: Resolution honoring Sharen Apple, Accounting Manager/HR, for her retirement

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



Settled 1752
JAMESTOWN
NORTH CAROLINA

RESOLUTION HONORING SHAREN APPLE, ACCOUNTING MANAGER/HUMAN RESOURCES, ON HER RETIREMENT

WHEREAS, on the occasion of her retirement on January 27, 2023, it is fitting and proper to recognize Sharen Apple for her tireless dedication to the Town of Jamestown with her more than 16 years of service; and

WHEREAS, her work ethic, attention to detail, customer service skills, and capabilities led to her assuming countless tasks and allowed for the Town to run more smoothly and efficiently; and

WHEREAS, her loving demeanor and patient attitude has helped employees navigate complex issues, feel special on their birthdays, and feel supported during times of need; and

WHEREAS, Sharen has taken all of her responsibilities very seriously, especially her duty to provide employees access to a variety of M&M's at all times; and

WHEREAS, she was always happy to help Town staff and Council with technology issues big and small; and

WHEREAS, her punctuality was unrivaled, however, her insatiable need for speed was undoubtedly a contributing factor; and

WHEREAS, Town Hall will not be the same without her, and the decaf coffee pot will be wholly abandoned; and

WHEREAS, the positive impacts that Sharen has made to the Town of Jamestown through her public service and her value to the Town cannot be measured; and

WHEREAS, after 16 years of tireless service and sacrifice, now is the time for Sharen to spend her time with her family and beloved grandchildren without regard for what may come on Monday morning.

NOW, THEREFORE, I, Lynn Montgomery, Mayor of the Town of Jamestown, and the Town Council, do hereby express our deep appreciation to Sharen Apple for her distinguished years of service and do extend our best wishes in the next chapter of her life.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be entered into the official minute book of the Town of Jamestown to stand as tribute to the work and service of Sharen Apple.

Adopted this 17th day of January, 2023.

Mayor S. Lynn Montgomery

Council Member Martha Stafford Wolfe

Council Member Rebecca Mann Rayborn

Council Member Lawrence Straughn
P.O. Box 848
Jamestown, NC 27282

Council Member John Capes

Tel:(336)454-1138
Fax:(336)886-3504



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 text amendment to the LDO

AGENDA ITEM #: V-A-1



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

The Town has received a request for some minor amendments to the PUD zoning district. The proposed amendment is necessary to allow for a higher quality development by authorizing the development agreement to address issues which are a bit ambiguous in the Land Development Ordinance. We are closing in on completion of an almost 3 year process to bring a higher quality development than would have otherwise been allowed and this minor text amendment will permit the town to request higher performance from the developers. A public hearing was held on Jan. 9, 2023, at the Planning Board. At that meeting, the Planning Board voted to recommend approval to the Town Council.

ATTACHMENTS: Resolution for the text amendment; Application for text amendment; Consistency statement approved by the PB.

RECOMMENDATION/ACTION NEEDED: Staff recommend approval as presented.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to approve the requested text amendment and adopt a resolution amending the Land Development Ordinance as presented.

FOLLOW UP ACTION NEEDED: Approval of a consistency statement for this request.



**Town of Jamestown, North Carolina
Department of Planning**

Application for Zoning Amendment

**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 PROPERTY.**
- 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.

2008 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

Is the applicant the owner of the parcel(s) to be rezoned?

☒ Yes

☐ No

Owner Information

Owner Name: D.R. Horton, Inc.

2008 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: [Signature]

Date: 11/30/22

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: 11/30/22

NOTARY STATEMENT:

State of North Carolina County of Guilford to wit:

(SEAL)

HEATHER WAGNER
Notary Public, North Carolina
Davidson County
My Commission Expires 2/4/2025

Heather Wagner a notary public in and for the state and county of North Carolina and Guilford County, do hereby certify that Eric B. Wall 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 2/4/2025

Given under my hand this 30th

Day of November

2022

Notary Signature Heather Wagner

Printed Name of Notary: Heather Wagner

Permit Information					
Owner Requests Rezoning of the Following Parcel(s): N/A					
Parcel #1: _____ 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 #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.					
SEE ATTACHED FOR TEXT AMENDMENT					
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
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?

N/A

Please provide a description of the site before and after development (if construction is proposed).

N/A

Please describe the operation proposed including number of employees and hours of operation, if applicable.

N/A

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).

N/A

Please describe potential impacts on public facilities and infrastructure such as the water/wastewater system, public schools, and roads.

N/A

Will your project require a permit from other licensing agencies (e.g. NCDENR, NC Department of Transportation, US Army Corps of Engineers, etc). Yes No If yes, please explain.

N/A

For Town Use Only

Date Application Received:

Town of Jamestown, North Carolina

301 E. Main St.

Jamestown, NC 27282

(336) 454-1138

Section 8.3 Description of Zoning Districts

The Planned Unit Development (PUD) district recognizes that some projects on large tracts require much greater flexibility to enable applicants to create higher quality projects than are otherwise possible under the strict applications of the LDO and 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 and make possible 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 and be designed to achieve greater protections of environmentally sensitive areas, architectural controls not normally associated with rezoning conditions, and other higher-quality standards. 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. A PUD shall enable an applicant the freedom to create its own development standards and not to be restricted by existing LDO provisions if the result is a project that is found by the Town Council to be a higher quality project.

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. It is expected but not required that the details of a PUD shall be carefully outlined and described in a Development Agreement negotiated with the town.

(B) *General applicability.* Parcels of land which may be considered for PUD developments must exceed ten acres in size. Unless preempted or required by state or federal law, any LDO development standard may be modified upon approval by the town council and a finding that the result is a development of higher quality. The determination of what constitutes a higher quality development may include considerations such as mitigations of project impact, environmental protections, public dedications, architectural controls, provisions for open space, landscaping plans, access and network connectivity, and creation of trails or other facilities available to the broader public. Modifications to requirements in the town's *Technical Standards Manual* shall also be considered if the result is a project with equal or better performance. The requirements in subsections (C) through (F) below shall apply unless modified by the town council through a Development Agreement.

(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 hase zoning and shall guide development throughout the parcel.
2. 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 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:

a. 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.

b. 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.

c. 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.

d. 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.

Section 5.5 Development Agreements

5.5.1 Purpose. Development Agreements may be used to define the rights and obligations of the town, developers, and property owners in large-scale, multi-phased projects where mitigation of impacts, quality of design, and integration with town resources are better secured through a document that enables all parties to work out details through deliberate discussions prior to review by the town council.

5.5.2 Approval. Development Agreements shall be approved as provided in N.C. Gen. Stat. §160D-1001 et. seq. A copy of the Development Agreement in final form shall be posted on the town's website for public inspection for the length of time required by statute. The posting of a Development Agreement in final form does not prevent the town from making changes in response to public input or council deliberation.

5.5.3 Authority and limitations. Consistent with the purposes of PUD zoning, Development Agreements that accompany a PUD zoning district application may be used to create alternative development and technical standards provided that the result is a development of greater or higher quality as described in LDO Section 8.4-5.1(B). Any development standard in the LDO may be supplanted by other requirements in a Development Agreement to achieve the intended purposes of the PUD zoning district if approved by the town council. Development Agreements may not be used to alter the public review and approval processes established in the LDO or required by statute.

AN ORDINANCE AMENDING THE LAND DEVELOPMENT ORDINANCE
OF THE TOWN OF JAMESTOWN, NORTH CAROLINA

Text Amendment 2023-01

WHEREAS, the Town of Jamestown, North Carolina pursuant to the authority conferred by the North Carolina General Statute §160D-601 enacted an Official Zoning Ordinance, also referred to as the Land Development Ordinance, for the Town of Jamestown, North Carolina;

WHEREAS, the Town of Jamestown, North Carolina, pursuant to the authority conferred by the North Carolina General Statutes may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zoned boundaries; and

WHEREAS, the Town Council of the Town of Jamestown, North Carolina pursuant to the authority conferred by the North Carolina General Statutes does hereby recognize a need to amend the text of certain articles of the Town of Jamestown Land Development Ordinance.

WHEREAS, the Town Council finds that it is necessary to update the Land Development Ordinance to clarify the definition of the "Planned Unit Development".

NOW, THEREFORE, IN ORDER TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN, NORTH CAROLINA:

Part 1. That Article VIII, Sec. 8.3 "Description of Zoning Districts" is hereby amended by replacing the following language in that section:

The Planned Unit Development (PUD) district recognizes that some projects on large tracts require much greater flexibility to enable applicants to create higher quality projects than are otherwise possible under the strict applications of the LDO and 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 and make possible 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 and be designed to achieve greater protections of environmentally sensitive areas, architectural controls not normally associated with rezoning conditions, and other higher-quality standards. 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. A PUD shall enable an applicant the freedom to create its own development standards and not to be restricted by existing LDO provisions if the result is a project that is found by the Town Council to be a higher quality project.

Part 2. That Article VIII, Sec. 8.4-5.1 "Planned Unit Development" is hereby amended by replacing the following language in that section:

(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. It is expected, but not required, that the details of a PUD shall be carefully outlined and described in a development agreement negotiated with the town.

(B) General applicability. Parcels of land which may be considered for PUD developments must exceed ten acres in size. Unless preempted or required by state or federal law, any LDO development standard may be modified upon approval by the town council and a finding that the result is a development of higher quality. The determination of what constitutes a higher quality development may include considerations such as mitigations of project impact, environmental protections, public dedications, architectural controls, provisions for open space, landscaping plans, access and network connectivity, and creation of trails or other facilities available to the broader public. Modifications to requirements in the town's *Technical Standards Manual* shall also be considered if the result is a project with equal or better performance. The requirements in subsections (C) through (F) below shall apply unless modified by the town council through a development agreement.

(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. 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 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:

a. 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.

b. 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.

c. 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.

d. 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.

Part 3. That Article V, Sec. 5 “Amendments to Development Ordinance and Zoning Map” is hereby amended by inserting the following new language:

Section 5.5 Development Agreements

5.5-1 Purpose. Development agreements may be used to define the rights and obligations of the town, developers, and property owners in large-scale, multi-phased projects where mitigation of impacts, quality of design, and integration with town resources are better secured through a document that enables all parties to work out details through deliberate discussions prior to review by the town council.

5.5-2 Approval. Development agreements shall be approved as provided in N.C. Gen. Stat. §160D-1001 et. seq. A copy of the development agreement in final form shall be posted on the town’s website for public inspection for the length of time required by statute. The posting of a development agreement in final form does not prevent the town from making changes in response to public input or council deliberation.

5.5-3 Authority and limitations. Consistent with the purposes of PUD zoning, development agreements that accompany a PUD zoning district application may be used to create alternative development and technical standards provided that the result is a development of greater or higher quality as described in LDO Section 8.4-5.1(B). Any

development standard in the LDO may be supplanted by other requirements in a development agreement to achieve the intended purposes of the PUD zoning district if approved by the town council. Development agreements may not be used to alter the public review and approval processes established in the LDO or required by statute.

Part 4. This Ordinance shall be effective immediately upon its adoption.

Adopted this the _____ day of _____, 2023.

Attest:

Town Council
Town of Jamestown, North Carolina

Lynn Montgomery, Mayor

Katie M. Weiner, CMC, Town Clerk

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: The Land Development Ordinance (LDO) text amendment adds language to strengthen the Town's position in meeting key guiding principles of the Comprehensive Plan including: (1) facilitating high quality and innovative growth compatible with the Town's traditional development patterns (guiding principle #1), (2) promoting the quality of life and aesthetic standards Jamestown residents expect (guiding principle #2), and (3) preserving and protecting the natural environment and vital resources (guiding principle #11).

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: The text amendment strengthens the Town's role in managing large-sized developments that significantly affect the Town's resources and its residents. The new Section 5.5: Development Agreements adds regulatory language that furthers the Town's position during the development process.

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 language added through the proposed text amendment clarifies a system of checks and balances that includes Town Staff, the town council, state statute, and public review.

[Call for second etc.]

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 #: V-A-2

☐

CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: Jan. 17, 2023

ESTIMATED TIME FOR DISCUSSION: 45 min.

DEPARTMENT: Planning

CONTACT PERSON: Matthew Johnson, Town Manager

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.

The County has reassigned parcel numbers, but the request remains the same for the same area listed in the legal descriptions. A complete list of parcel numbers included in this annexation includes: 234679, 234678, 159105, 158765, 159106, 159144, 234680, and 234677.

ATTACHMENTS: Annexation Petition, Resolution fixing a date for hearing, legal descriptions, Ordinance to Extend Corporate Limits

RECOMMENDATION/ACTION NEEDED: Staff recommend approval of the annexation request as presented.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to approve the

FOLLOW UP ACTION NEEDED:

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 $69^{\circ} 27' 16''$ 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 $55^{\circ} 42' 46''$ 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 $53^{\circ} 31' 20''$ 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 $40^{\circ} 24' 41''$ 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 $18^{\circ} 04' 00''$ West 429.54 feet to a Disk Found;

2) North $11^{\circ} 22' 57''$ West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North $01^{\circ} 40' 29''$ 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 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 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 $70^{\circ} 22' 04''$ 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 $69^{\circ} 27' 16''$ 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 $55^{\circ} 42' 46''$ 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 $53^{\circ} 31' 20''$ 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 $40^{\circ} 24' 41''$ 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 $70^{\circ} 22' 04''$ West 1304.11 feet to a 1 Inch Iron Pipe Set;
- 2) South $03^{\circ} 53' 05''$ 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° 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 1.24 feet 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:

1) South 05° 15' 09" East 70.09 feet to a 3/4 Inch Iron Pipe Found;

2) South 63° 42' 09" East 153.49 feet to a 1 Inch Iron Pipe Found;

3) South 19° 33' 51" West 193.54 feet to a 3/4 Inch Iron Pipe Found;

4) South 09° 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° 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 Drainage Way and Open Space as recorded per Plat Book 123, Page 12; thence along said Drainage Way 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 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° 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° 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° 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° 48' 50" West 49.64 feet to a 1/2 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 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° 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° 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 Disk 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° 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° 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° 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 crossing Jamestown Square Drive, South 88° 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° 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° 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° 06' 09" West 29.72 feet to the True Point of Beginning, containing 0.005 acres or 196 square feet.



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.

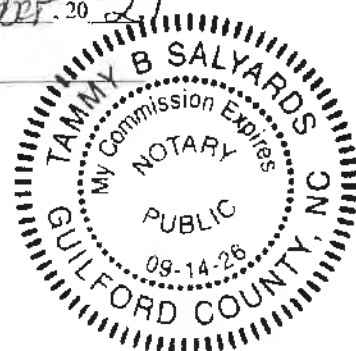
Katie M. Weiner
Town Clerk's Signature

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





NOTICE OF PUBLIC HEARING
Town Council

ANNEXATION CASE ANX-2021-02

A request for annexation has been filed with the Town of Jamestown Planning Department for the property shown on the included map (highlighted in red). The request is described below:

Proposal: Request for annexation for the following parcels consisting of a total of 467 +/- acres:

- 2221 Guilford College Rd. (Parcel #159144) Approx. 27.89 ac +/- From AG (Agricultural) to PUD (Planned Unit Development).
- 5300 Mackay Rd. (Parcel #159105) Approx. 30.70 ac +/- From AG to PUD
- 2207 Guilford College Rd. (Parcel #159106) Approx. 384.49 ac +/- From AG to PUD
- 5303 Mackay Rd. (Parcel #158765) Approx. 0.6 ac +/- From AG to PUD

Location: See site map to the right (in red).

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

Applicant's Contact: Marc Isaacson, Esq. - 336-609-5134

You are receiving this notice because public records indicate that you own property adjacent to or within 1000 ft. of this annexation request, which has been scheduled for a public hearing. Recipients of this notice may wish to share it with their neighbors whose property is nearby the above noted annexation proposal.

The purpose of the public hearing is to allow citizens to comment regarding potential impacts the proposed annexation would have on their properties or on the area in general, and to identify issues or concerns related to the appropriateness of the request.



The public hearing is not the appropriate setting to learn about an annexation proposal for the first time. It is difficult to gain understanding of a proposal and offer well thought out comments during the relatively short time of a public hearing. The staff recommend that you contact the applicant or the Town of Jamestown prior to the meeting to learn more about the proposal.

PUBLIC HEARING

PUBLIC HEARING DATE: Tuesday, November 16, 2021

TIME: 6:00 PM

LOCATION: Town of Jamestown Town Hall, 301 E. Main St., CIVIC CENTER

The meeting facilities of the Town of Jamestown are accessible to people with disabilities. Anyone needing special accommodations should call (336) 454-1138. Notice of public hearing shall also be published in the Jamestown News.

Members of the public may watch the hearing live on the Town's YouTube channel at: <https://www.youtube.com/c/TownofJamestownNC>. Be sure to subscribe and tap the bell icon to be alerted when the meeting goes live.

Mailed: October 27, 2021

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF JAMESTOWN, NORTH CAROLINA**

WHEREAS, the Town Council has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Town Hall at 6:00 pm on November 16, 2021, after due notice by publication on October 27, 2021; and

WHEREAS, the Town Council finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Jamestown, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Jamestown as of January 17, 2023.

LEGAL DESCRPTION FOR PARCELS 234679, 234678, 159105, 158765, 159106, 159144, 234680, AND 234677 (2207 ZZ GUILFORD COLLEGE RD., 2207 GUILFORD COLLEGE RD., 5300 MACKAY RD, 53003 NEAR MACKAY RD., 2207 GUILFORD COLLEGE RD, 2221 GUILFORD COLLEGE RD, 808 ZZ GUILFORD COLLEGE RD., AND 808 GUILFORD COLLEGE RD.

JAMESTOWN TOWNSHIP~GUILFORD COUNTY NORTH CAROLINA
Deed Book 8474 Page 1822

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 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 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° 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 1.24 feet 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:
 - 1) South 05° 15' 09" East 70.09 feet to a 3/4 Inch Iron Pipe Found;
 - 2) South 63° 42' 09" East 153.49 feet to a 1 Inch Iron Pipe Found;
 - 3) South 19° 33' 51" West 193.54 feet to a 3/4 Inch Iron Pipe Found;
 - 4) South 09° 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° 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 Drainage Way and Open Space as recorded per Plat Book 123, Page 12; thence along said Drainage Way 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 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° 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° 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° 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° 48' 50" West 49.64 feet to a 1/2 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 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° 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° 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:

- 1) North 88° 06' 09" West 402.15 feet to a 1 Inch Iron Pipe Found;
- 2) 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;
- 3) North 85° 45' 21" West 626.89 feet to a 1 Inch Iron Pipe Found with a Tack,
- 4) 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:
 - 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:
 - 1) North 46° 14' 35" East 58.09 feet to a point;

- 2) North 65° 32' 45" East 141.11 feet to a point;
- 3) North 51° 15' 00" East 289.95 feet to a point;
- 4) North 40° 53' 50" East 274.42 feet to a point;
- 5) North 41° 49' 30" East 204.09 feet to a point;
- 6) 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;
 - 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 Disk 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' 25.4" 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° 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° 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° 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 crossing Jamestown Square Drive, South 88° 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° 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° 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° 06' 09" West 29.72 feet to the True Point of Beginning, containing 0.005 acres or 196 square feet.

Section 2. Upon and after January 17, 2023, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Jamestown and shall be entitled to the same privileges and benefits as other parts of the Town of Jamestown. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Jamestown shall cause to be recorded in the office of the Register of Deeds of Guilford County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Section 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Jamestown.

Adopted this _____ day of _____, 2023.

Mayor S. Lynn Montgomery

ATTEST:

APPROVED AS TO FORM:

Katie M. Weiner, CMC
Asst. Manager/Town Clerk

Beth Koonce, Town Attorney

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 #: V-A-3

☐ **CONSENT AGENDA ITEM**

☒ **ACTION ITEM**

☐ **INFORMATION ONLY**

MEETING DATE: Jan. 17, 2023

ESTIMATED TIME FOR DISCUSSION: 45 min

DEPARTMENT: Planning

CONTACT PERSON: Matthew Johnson, Town Manager

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

RECOMMENDATION/ACTION NEEDED: Staff recommend approval of the rezoning as requested.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to approve the rezoning from Agriculture (AG) to Planned Unit Development (PUD) with the condition that a Development Agreement be approved as a condition of the rezoning request.

FOLLOW UP ACTION NEEDED: Approval of Development Agreement.



Town of Jamestown, North Carolina
Department of Planning

Application for Zoning Amendment

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 PROPERTY.
- 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: Ben C. Lunnen Date: 9-27-21

NOTARY STATEMENT:

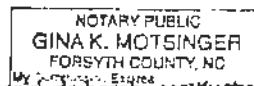
State of NORTH CAROLINA County of FORSYTH to wit: (SEAL)

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 11/28/2022

Given under my hand this 27th day of SEPTEMBER

Notary Signature: GINA K. MOTSINGER 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 X
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 X
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 X
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')		

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 X
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)		Tax Map Numbers
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.		
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 ☒ 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 *Am C. Hammylund*

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:

PLANNING & DEVELOPMENT	15.00
FEES-GENERAL	
CREDIT CARD FEE	45.00

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 $69^{\circ} 27' 16''$ 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 $55^{\circ} 42' 46''$ 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 $53^{\circ} 31' 20''$ 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 $40^{\circ} 24' 41''$ 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 $18^{\circ} 04' 00''$ West 429.54 feet to a Disk Found;

2) North $11^{\circ} 22' 57''$ West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North $01^{\circ} 40' 29''$ 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 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 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° 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 1.24 feet 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:

1) South 05° 15' 09" East 70.09 feet to a 3/4 Inch Iron Pipe Found;

2) South 63° 42' 09" East 153.49 feet to a 1 Inch Iron Pipe Found;

3) South 19° 33' 51" West 193.54 feet to a 3/4 Inch Iron Pipe Found;

4) South 09° 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° 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 Drainage Way and Open Space as recorded per Plat Book 123, Page 12; thence along said Drainage Way 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 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° 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° 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° 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° 48' 50" West 49.64 feet to a 1/2 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 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° 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° 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 Disk 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.

PROJECT JAMESTOWN Preliminary Schematic Plan - September 20, 2021



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) 158144, 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.

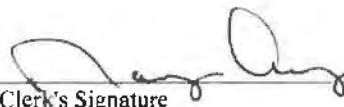
That said notification consisted of a written notification letter mailed to each listed property owner or their agent at least 10 and no more than 25 calendar days before the referenced public hearing.

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.


Town Clerk's Signature

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

My Commission Expires: February 20, 2027


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.

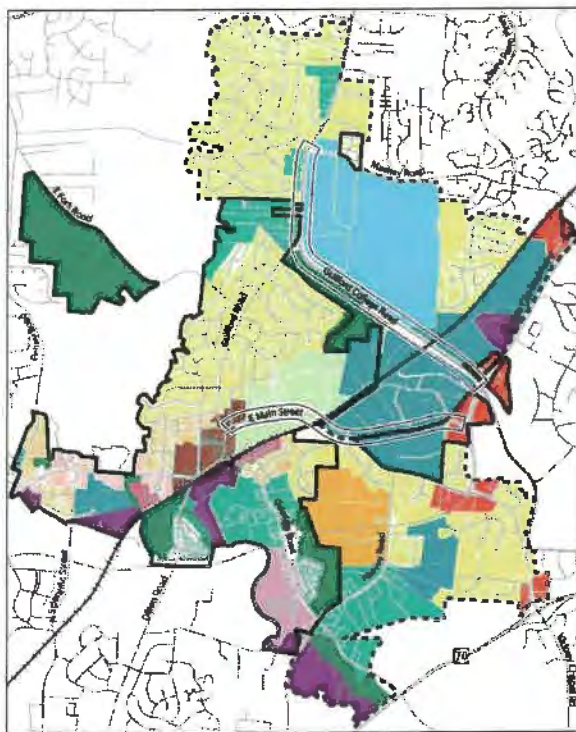
Guiding Principle #12: Our local transportation network will move people and goods throughout the community in a context sensitive manner that prioritizes safety over speed, provides significant internal connectivity, and facilitates access to the regional network.

- 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.

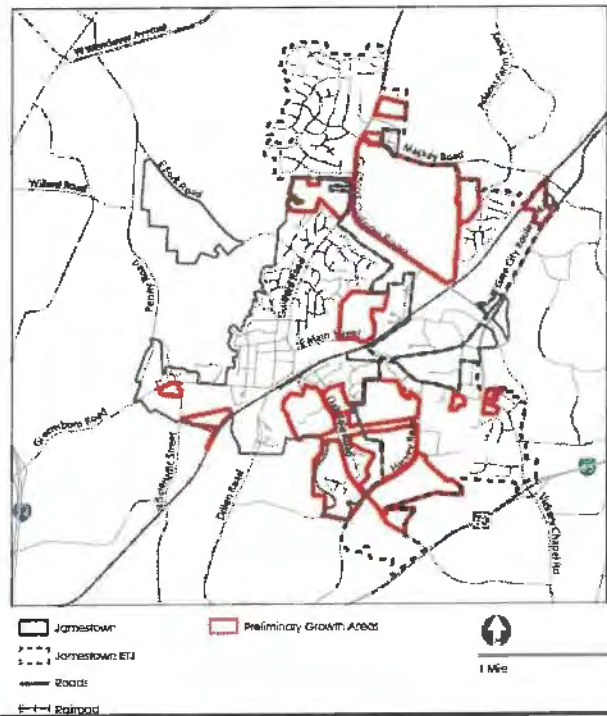
Section 3. FUTURE LAND USE

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.

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 #: V-A-4

☐ **CONSENT AGENDA ITEM**

☒ **ACTION ITEM**

☐ **INFORMATION ONLY**

MEETING DATE: Jan. 17, 2023

ESTIMATED TIME FOR DISCUSSION: 45 min.

DEPARTMENT: Planning

CONTACT PERSON: Matthew Johnson, Town Manager

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

RECOMMENDATION/ACTION NEEDED: Staff recommend approval of the DA as presented.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to approve the Development Agreement as presented.

FOLLOW UP ACTION NEEDED: Execute and record the agreement at the Register of Deeds

D R A F T

DEVELOPMENT AGREEMENT

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

PER NCGS 160D-1003, THIS AGREEMENT IS SUBJECT TO CHANGE AFTER PUBLIC POSTING AND MAY BE CHANGED UNTIL THE TIME OF THE DECISION BY THE GOVERNING BODY (TOWN COUNCIL)

THIS VERSION IS DATED: 1/07/2023 AND CONTAINS TECHNICAL CLARIFICATIONS REQUESTED BY DR HORTON. THE SUBSTANTIVE PROVISIONS REMAIN.

Prepared by and Return to:
Thomas E. Terrell, Jr.
Fox Rothschild LLP
230 N. Elm Street, Suite 1200
Greensboro, N.C. 27401

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DRAFT

**This draft version of the Development Agreement contains
technical changes and changes to clarify each Parties' obligations
dated January 7, 2023.**

Table of Contents to be added upon approval by the Town Council.

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

This Development Agreement ("Agreement") is entered into this _____ day of _____, 2023 (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**

1.1 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."

1.2 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."

1.3 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."

1.4 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."

1.5 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."

1.6. 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.”

1.7. 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

2.1 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.

2.2 The Property has been part of the Town’s extra-territorial jurisdiction since 1986 and is subject to an intergovernmental agreement between the Town and the City of Greensboro dated 1991 and updated in 2011.

2.3 The Town provided a letter to DRH, dated June 22, 2021, concerning annexation and rezoning of the Property. DRH acquired the Property on July 1, 2021, subject to future annexation and entitlements to be approved by the Town.

2.4 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. DRH intends development of the Project to provide reasonably affordable housing for a broad segment of the homebuyers in the Triad area.

2.5 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.

2.6 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.

2.7 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.

2.8 The execution of this Agreement is a condition of approval of the PUD rezoning application for the Project.

2.9 The Parties acknowledge that the Jamestown Land Development Ordinance (LDO) was not drafted to accommodate a project of this scale and that conflicts between this Agreement and provisions of the LDO might exist. The Parties further agree to work in good faith to amend this Agreement to achieve its intended purposes if conflicts arise.

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

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

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

3.1.2 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.

3.1.3 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.

3.1.4 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.

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

3.1.6 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.

3.1.7 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.

3.1.8 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.

3.1.9 Project – “Project” shall mean the proposed development of residential and non-residential uses according to concepts and designs approved by the Town in accordance with this Agreement, including, but not limited to, the supportive street, utility, signage, lighting, and open space infrastructure.

3.1.10 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.

3.1.11 Cottages – “Cottages,” sometimes referred to by DRH as “Casitas,” shall mean units not constructed on individually platted lots which are to be leased. Cottages shall be considered multi-family uses, even if built as a single-family home.

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

4.1 Site-Specific Development Plan. Attached as Exhibit B is a Site-Specific Development Plan (“Site-Specific Development Plan” or “Plan”), sometimes referred to in the LDO as “overall site-specific master development plan” or “site-specific master development plan” that illustrates the housing types and intensities in each of the Project’s identified areas. The Town has determined that all necessary elements and requirements in the LDO and any officially adopted plans for a Site-Specific Development Plan and a PUD zoning have been provided. Pursuant to the LDO, the Plan may be modified from time to time as development and construction plans are prepared and submitted to the Town.

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

4.3 Residential Uses.

4.3.1 Types, uses, and locations allowed.

4.3.1.1 Residential uses shall be limited to attached and detached single family homes, townhomes, multi-family, and accessory non-residential uses.

4.3.1.2 Accessory uses may include an amenity center, community event buildings, parks, open spaces, fenced-in dog recreation areas and trails. Dogs shall be permitted to run off-leash in fenced-in areas dedicated to that purpose.

4.3.1.3 DRH shall have the right to establish a model home for each residential product type in each platted section of the Project.

4.3.1.4 Homes that front Street “A” as shown on the Site-Specific Development Plan shall be rear-loaded.

4.3.2 Multi-family. Except as provided in Section 3.1.6, the area identified as multi-family shall not change in size or location except through a Major Amendment.

4.3.2.1 “Multi-family” includes apartments and Cottages but does not include attached homes or townhomes.

4.3.2.2 Multi-family lots, but not multi-family buildings, shall have the right to extend into stream buffers and flood plain areas.

4.3.2.3 The Town shall continue to work reasonably with DRH to assist DRH with securing access to Hunt Chase Drive including, but limited to, acceptance of right of way by NCDOT.

4.4 Agricultural and Silvicultural Uses. Agricultural and silvicultural uses, including the harvesting of timber, crop production, and hayfield harvesting, shall be permitted until the planned or alternate use as indicated on Exhibit B-1 have been implemented. Livestock, including, but not limited to, swine, cattle, poultry, sheep, horses, and goats shall be prohibited.

4.5 Density

4.5.1 Calculation. The Project's density is a measure of residential density and shall not include non-residential uses. Density shall be calculated as the number of residential units allowed within 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, easements and streets. For purposes of this calculation, the gross acreage of the Property is determined to be 467 acres. The 467 acres includes land that may be donated, dedicated, or sold to the Town or to other parties.

4.5.2 Total Residential Units. The Project density shall not exceed 1500 residential units, calculated as an average density of approximately 3.2 units per acre. Subsequent sales or conveyances of any area or land within the Property shall not affect the maximum number of units or average density calculation as described in this Agreement.

4.5.3 Density within areas. The density within each area of the Plan may be shifted to other areas in DRH's sole discretion as long as the overall density is not increased, and provided that the section designated for apartments does not exceed 500 units.

ARTICLE V. PUBLIC SERVICES

5.1 Dedication and Acceptance.

5.1.1 Condition of acceptance. DRH shall dedicate and within 60 days of dedication the Town staff shall present for acceptance and continued maintenance to the Town Council all utilities and infrastructure that are constructed per the Town's Technical Standards Manual adopted May 19th, 2009, and/or per the specifications and standards of this Agreement. The Town Council shall accept such dedication or reimburse DRH for the cost of constructing such utilities and infrastructure.

5.1.2 Allocation. The Town shall allocate water and sewer for the entire 467-acre Project.

5.1.3 Calculation. The Town shall calculate residential water and sewer capacity dedications based upon an average of 4.0 bedrooms per unit for single family detached and attached units and an average of 2.0 bedrooms per unit for multi-family units. The Town shall also allocate additional water and sewer for non-residential uses such as the amenity center, common elements, irrigation, and entrance features.

5.1.4 Will Serve Letters. Upon execution of this Agreement, the Town shall execute and deliver to DRH the “Will Serve” letter regarding water and sewer services in a form not materially different than the letter attached as Exhibit C.

5.2 Water.

5.2.1 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 to assure a continuous supply of water for the Project.

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

5.2.3 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.

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

5.2.5 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 determined by the Town and in the Town’s reasonable discretion; provided that the Town shall not increase infrastructure fees based solely on the Town’s performance of its obligations under this Agreement.

5.2.6 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.

5.2.7 Hunt Chase Water Line Loop. Subject to all necessary approvals for construction and use, 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 in Hunt Chase Drive and continuing across Guilford College Road to the water line on Parcel No. 159113.

5.3 Sewer

5.3.1 Ownership and Service. 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 the High Point Agreement to assure a continuous supply of sewer service to the Project.

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

5.3.3 Required capacity. Based upon DRH data, principles of engineering, and industry standards, the Town determined that the Project shown on the Site-Specific Development Plan attached as Exhibit B and Exhibit B-2 will be satisfactorily served.

5.3.4 Capacity and Dedication. The Town represents that it uses approximately 1.1 million GPD at the WWTP. Upon DRH's execution of this Agreement and approval by NCDEQ, the Town will (a) dedicate the Sewer Treatment Capacity sufficient to serve the Project from the WWTP; and (b) reserve the Sewer Treatment 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.

5.3.5 Equal Treatment. Except as provided in Sections 5.3.4 and 5.4.10 and related improvements and expansions of the sanitary sewer system as provided in this Agreement, the Parties agree that this Agreement does not create rights greater than other citizens and property owners that rely upon sanitary sewer service provided by the Town, and that DRH shall be treated equally as other citizens in the Town with respect to rights to Sewer Treatment Capacity.

5.3.6 Fees. DRH and the residents of the Project 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; provided that the Town shall not increase infrastructure fees based solely on the Town's performance of its obligations under this Agreement.

5.3.7 Notice. The Town shall notify DRH if amendments to the agreements referenced above are contemplated or if any party notifies the Town that it seeks modifications to such agreements or proposes a moratorium to be implemented by any party to such agreements.

5.4 Utility, Roadway and Building Inspections and Plan Review.

5.4.1 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.

5.4.2 Building Permits. The Town agrees to act in good faith and to issue a Development Clearance Certificate to Guilford County or return it to DRH with complete comments

within 9 working days of receipt of building permit applications provided no more than 50 applications from any phase within the Project are submitted within a 7 day period.

5.4.3 Third-Party Inspectors.

5.4.3.1 The Town, in accordance with applicable North Carolina laws and regulations, agrees to hire licensed third-party inspectors for all public utility, roadway, and infrastructure inspections to work onsite and be dedicated to the Project.

5.4.3.2 Inspections described in subsection 5.4.3.1 shall occur and be completed within seven (7) business days of notice to the Town.

5.4.3.2 The Town shall invoice and DRH shall pay per Project phase for the cost of third-party inspectors at the time of plan approval. Payment shall be made within thirty days of the invoice date. Payments shall be based upon rates established on Exhibit D attached, which rates shall be reviewed and revised annually beginning each July 1.

5.4.4 Review. DRH plan submissions shall be approved or returned to DRH with comments within fifteen (15) business days.

5.4.5 Utility Design. DRH shall employ North Carolina licensed engineers to design the water and sewer infrastructure ("Water and 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 both the Water System and Extension Application and the Sewer System Extension Applications and timely submit those applications to NCDEQ.

5.4.6 Roadway Design. DRH shall employ North Carolina licensed engineers to design the Project's roadway infrastructure. Upon approval by the Town, DRH shall construct the roadways for the Project as provided in this Agreement.

5.4.7 Erosion Control. Upon review and approval by the Town, the Town shall permit Guilford County to begin review of Soil Erosion Control plans within 9 working days after receipt so that the County may issue erosion control permits and perform inspections as required by state and local laws.

5.4.8 Improvements. The Town 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 the Project without unreasonable delay of development permits or the issuance of certificates of occupancy.

5.4.9 Other Upgrades. The Town shall reline at its expense portions of 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 but that does not unreasonably interfere with the Project.

5.4.10 WWTP expansion. 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 in a timely manner to adequately serve both the Project and any other users of the utility system.

5.5 Solid Waste.

5.5.1 General service.

5.5.1.1 The Town shall provide solid waste pickup to all parts of the Project except areas where apartments and other non-residential uses are developed. Apartments and non-residential areas shall be served by outside contractors at DRH's expense or the assignee(s) of DRH.

5.5.1.2 The Town shall provide totes for household waste collection.

5.5.1.3 Attached and detached rear-loaded residential units shall be serviced by alleyways at the rear of the units, provided that such alleyways are built to Town standards or standards of this Agreement and accepted by the Town as public streets.

5.5.2 Recycling.

5.5.2.1 The Town shall supply a recycling container to each resident of single-family and townhome units.

5.5.2.2 Each resident shall pay the Town's standard rates for recycling collection, which rates are expected to change over time, and the Town shall pay its contractor. The Town, in its sole discretion, may select a different contract providers or provide the service itself.

5.5.3 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) guarantees of plan reviews in 15 working days; (6) agreement to allow vesting for 40 years; (7) accommodated certain modifications of Town standards related to street designs; (8) approved alternate construction materials for infrastructure improvements; (9) waived portions of required external sidewalk improvements; and (10) the Town providing inspections within 7 working days for water

mains, sewer mains, storm sewer, roadways and alleyways, DRH shall pay 50% (not to exceed \$235,000) of the purchase price of one automated sanitation truck similar to that which the Town has ordered in 2022, and the Town shall have such automated trucks in service to immediately serve the Project by the first certificate of occupancy. The Town shall order the truck upon recordation of this Agreement and invoice DRH for its portion of the truck's purchase within 30 days of receipt of the vendor's invoice. The terms of reimbursement shall be 50% of DRH's portion within thirty days of receipt of first invoice, and the remaining 50% within thirty days of issuance of the Project's 100th certificate of occupancy.

5.5.4 Walkable routes and open space. The Town may 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.

5.6 Public Safety. DRH acknowledges that 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 equal to other citizens.

5.7 Fire and emergency Medical Services. The Town shall provide fire protection and EMS services for the Project equal to other citizens through its contract with the Pinecroft-Sedgefield Fire District and Guilford County.

5.8 Utilities. The Town shall, if required, provide third-party encroachment agreements to permit the installation of utilities within public street rights of way as necessary to allow DRH to develop the Project as contemplated in the Plan.

5.9 U.S. Postal Service.

5.9.1 Cluster boxes may be covered and illuminated.

5.9.2 Throat and stem distance requirements shall not apply to areas reserved for cluster boxes.

ARTICLE VI. RESIDENTIAL ARCHITECTURE AND DESIGN

6.1 Specifications and Guiding Principles.

6.1.1 Public Visioning Process. The Project's guiding principles (Exhibit H) are based upon the Town's LDO and Comprehensive Plan, DRH's standard products, and heavily informed by a week-long public visioning workshop that DRH attended. The Parties agree

that the Plan and exhibits attached hereto reflect many of the guiding principles discussed at such workshops.

6.1.2 Conflicts. If there are conflicts between the guiding principles and the architecture and design standards in this Article, the specific requirements of this Agreement and the Site-Specific Development Plan shall control.

6.1.3. Binding effect. Successor owners or developers shall follow these standards or apply for a Major Amendment to this Agreement.

6.2 Walls.

6.2.1 Application. The design standards in section 6.2 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.

6.2.2. Materials

6.2.2.1 Foundations. Foundations shall be finished in brick, stucco, or real or synthetic stone. Exposed concrete masonry unit 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 requirements. Poured-in-place smooth finish concrete shall be allowed for slab-on-grade construction, subject to requirements of the Energy Code.

6.2.2.2 Building Walls. Building walls shall be finished in brick, stucco, real or synthetic stone, painted wood, composite clapboard, and/or cementitious siding in traditional profiles and applications that include lapped, board and batten, and shingles, and with heavier materials below the lighter materials for each projected or offset area.

6.2.2.3 Cementitious siding. 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 be used for eaves, soffits, fascia boards, and associated components.

6.2.3 Configurations and Techniques

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

Townhomes	100%
Apartments/Cottages	100%
Freedom Homes	100%

DR Horton Express/E	100%
Horton	0% (with administrative increase up to 5%)
Rear-loaded Detached	100%
Rear-loaded Attached	100%

6.2.3.2 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.

6.2.3.3 Except for the 22-foot DRH Carson Townhome, walls shall be parallel or radial to the principal frontage.

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

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

6.2.3.6 Single family homes and end-of-unit townhomes that face a street on a corner lot shall have either (a) no less than two windows per floor, with window coverage totaling no less than 15% of the wall and foundational shrubs along the length of the outer wall; or (b) a mixture of shrubs and other foundational plantings combined along the length of the outer wall with no less than two (2) trees expected to reach at least 12-feet in height at maturity

6.3 Doors and Windows.

6.3.1 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.

6.3.2 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.

6.3.3 Materials

6.3.3.1 Windows may be of the following types: single, double, triple hung, operable casement windows, and decorative and transom windows.

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

6.3.3.3 Garage Doors shall be paneled.

6.3.4 Configurations and Techniques

6.3.4.1 Operable windows shall be of a vertical proportion granting visually greater dimension to the vertical axis than the horizontal. Decorative and transom windows may be oriented horizontally.

6.3.4.2 Bay windows shall have a minimum of three sides and extend downward to the framing level of the floor inside.

6.3.4.3 Units whose primary facades, side of end units, and the rear of units that face Mackay Road or Guilford College Road shall be shielded from Mackay Road or Guilford College Road pursuant to subsection 6.7.2.3.

6.3.4.4 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.

6.4 Roofs

6.4.1 Materials

6.4.1.1 Roofs shall be clad in low-profile, standing seam painted metal, or architectural grade asphalt or fiberglass shingles.

6.4.1.2 Gutters, downspouts, and projecting downspouts shall be made of painted galvanized metal or painted aluminum. Gutters shall be half round or Ogee style.

6.4.1.3 Flashing shall be galvanized metal or aluminum.

6.4.1.4 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.

6.4.2 Configurations and Techniques

6.4.2.1 Principal roofs shall have a symmetrical gable or hip unless otherwise stylistically appropriate, with a slope between 4:12 and 12:12, or if flat, shall have a horizontal parapet wall no less than 24 inches in height.

6.4.2.2 Ancillary roofs (attached to walls of the principal building) may be shed sloped no less than 2:12.

6.4.2.3 Eaves shall be continuous with closed soffits.

6.4.2.4 Dormers shall be placed a minimum of 3 feet from side building walls and shall have gable or shed roofs.

6.5. Signage

6.5.1 Design and Compliance. Signage shall demonstrate compliance with the LDO, except that DRH shall have the right to vary signage standards by the terms of this Agreement or by a master signage plan that is consistent with the intent and purpose of the sign standards in the LDO and/or this Agreement.

6.5.1.1 Master Signage Plan:

6.5.1.1.1 Signs located at Project entrances that contain the name of the Project (“Neighborhood Signage”) shall be permitted in the Gateway Scenic Corridor Overlay.

6.5.1.1.2 DRH shall have the right to incorporate external illumination, irrigation, and water features into Neighborhood Signage .

6.5.1.1.4 Neighborhood Signage shall be a maximum of 10 feet in height above grade.

6.5.1.1.5 Neighborhood Signage Area:

Access 3: A maximum sign area of 100 square feet shall be permitted on each side of the access or in a median dividing the access.

Accesses 1-2 and Accesses 4-7: A maximum sign area of 75 square feet shall be permitted on each side of the access or in a median dividing the access. These signs may be monument style with community name on plaque or column style with community name on cantilever or hanging sign, or as otherwise described in the Master Signage Plan.

6.5.1.1.6 The internal entrance to different Areas shall have a maximum 25 square foot sign area for a monument or column style sign on each side of the road or in a median dividing the roads.

6.5.1.1.7 DRH shall have the right to construct a permanent identification sign for the Project’s Amenity Center. A temporary sign illustrating the

Amenity Center design may be erected during Project construction if located outside the Gateway Scenic Corridor.

6.5.1.1.8 DRH shall have the right to install temporary identification and directional signage for each Model Home as approved in the Master Signage Plan. Temporary signs for community identification and information shall be permitted at access points upon submission and approval by the TRC.

6.5.2. Building Addresses.

6.5.2.1 Numbers denoting building addresses shall be clearly marked and visible from the primary street frontage or parking lot in accordance with Guilford County requirements.

6.5.2.2 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:

6.5.2.2.1 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.

6.5.2.2.2 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.

6.5.2.2.3 The Town shall have the sole authority to approve street names and addressing schemes which are to be submitted as part of the plan review process and which meet the standard criteria for street sign approval. Provided, the Town shall submit DRH's proposed street names and addressing schemes to Guilford County. Street names shall be cross-referenced with Guilford County's addressing personnel to avoid conflicting naming issues which may affect EMS, Fire, Police, and other public safety agencies.

6.5.3 Street and Traffic Signs. DRH shall install at its expense street identification signs and directional traffic signs that conform to the Town's standards. No modifications may be made by this Agreement or a Master Signage Plan to street identification and directional traffic signs.

6.6 Lighting.

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

6.6.2 Materials

6.6.2.1 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.

6.6.2.2 Pedestrian street lighting shall be consistent with existing Jamestown fixtures and shall consist of the following designs:

Duke Energy Fixture – Deluxe Traditional
Duke Energy – Pole Style A

6.6.3 Configurations and Techniques

6.6.3.1 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.

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

6.6.3.3 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.

6.6.3.4 Street and pedestrian lighting shall be located in grass strips or behind sidewalks, as determined by DRH.

6.6.3.5 Light poles may include armature to allow banners or other amenities, such as hanging flower baskets, or artwork to be hung by the Town.

6.6.3.6 After the lighting fixtures have been installed by Duke Energy Carolinas or other contractor, the Town shall accept and pay the lease on the lighting fixtures along publicly maintained roadways.

6.7 Landscaping

6.7.1 Plant Selections.

6.7.1.1 DRH shall plant understory street trees in the grass strip between the curb and gutter and the sidewalks along the internal streets from the list attached as Exhibit E (the “Approved Tree List”).

6.7.1.2 Shrubs, understory trees, and foundational plantings along the primary façade of all attached and detached residential units shall include a variety of species from the Approved Tree List among residences.

6.7.1.3 A mixture of understory street trees shall be submitted to the TRC for approval at site-plan review to provide a variety of species along streets throughout the Project that achieve varying heights and characteristics rather than a homogenous planting of a single or limited number of species.

6.7.1.4 At least 10% of the trees in the section designated for apartments shall be canopy trees.

6.7.1.5 Pollinators shall be considered for planting in appropriate locations.

6.7.1.6 The approximately two-acre open space along Street A shall be lined along the entire perimeter by a mixture of canopy trees planted approximately 80 feet apart.

6.7.2 Master Landscaping Plan

6.7.2.1 DRH shall submit a Master Landscaping Plan to the TRC at the time of site plan review that shows the types of landscaping materials, planting locations, tree and shrub species, locations of planted canopy trees, and methods of planting and maintenance. The Master Landscaping Plan shall include the restrictions and may include the allowances provided in Section 6.7.2.

6.7.2.2 Except for street frontage crossing streams and alleyways, all internal roads shall provide a minimum of one (1) understory street tree approximately every 100 linear feet of street frontage.

6.7.2.3 DRH shall design and construct a berm and landscaping along Mackay Road from the intersection of Mackay Road and Guilford College Road to Access 7. Berm heights and landscaping at 80% maturity shall be sufficient to conceal the view of the rear of homes from most locations along Mackay Road as viewed from passing vehicles. Berm height shall not be less than 4 feet above grade within a width of 30 feet, and landscaping shall be greater than a “Type C” landscaping buffer as described in LDO Section 11-6.2.

6.7.2.4 Frontage on Guilford College Road within the Gateway Scenic Corridor Overlay shall have a scenic easement equal to 10% of the lot depth but no more than 50' from the edge of highway right-of-way. No additional depth shall be required. Existing mature trees in this buffer shall be retained except where removal is required for Neighborhood Signage, turn lanes, sidewalks, and public utilities. Upon approval by the TRC, existing mature trees also may be removed

from this area upon a finding that replacement trees create improved landscaping and visual buffers.

6.7.2.5 Landscaping along Guilford College Rd in the Gateway Scenic Corridor Overlay, between Access 3 and Access 4 as shown on the Plan, shall include a white fence, shrubs up to 4 feet in height, evergreen trees, and may include existing mature trees.

6.7.2.6 Landscaping for internal off-street parking shall include white fences, shrubs, and evergreen trees. Fencing and vegetation shall be permitted at and along the lot property lines of these areas but not along street rights of way.

6.7.2.7 Double-loaded townhome streets shall have a minimum of one (1) understory tree planted within the grass strip approximately every 60 linear feet. All vegetation within rights of way shall be the responsibility of the HOA for maintenance and replacement. A thirty-foot (30') buffer of existing and/or newly planted landscaping materials to create a vegetative screen shall be planted and/or maintained between multi-family and single-family uses. Existing mature trees shall be maintained and protected in this buffer where feasible. Retained canopy trees shall count as planted canopy trees.

6.7.2.8 Trenches for utility installations and similar uses shall be permitted within the Tree Conservation Areas, subject to regulations governing the Randleman Reservoir water supply watershed. These locations shall be shown on civil site plans to be approved by the Town. DRH shall make every reasonable effort to keep such encroachments to a minimum. The Tree Conservation Area requirements of six percent (6%) lot area under section 11.8-3 of the LDO is deemed satisfied by the flood plain areas and/or the stream buffer areas as shown in the Site-Specific Development Plan.

6.7.2.9 Where the Project adjoins the Fox Hollow subdivision, DRH shall leave a minimum undisturbed vegetative buffer of 50 feet where the Property abuts tax parcels 156131, 156531, 156553, 156574, 156575, 156576, 156577, 156578, and 156579.

6.7.3 Maintenance

6.7.3.1 Street trees shall be perpetually maintained by the 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 HOA's failure to enforce the requirements in this subsection shall result in enforcement by the Town subject to the provisions in LDO Section 23.7.

6.7.3.2 In order to maintain a well-defined planting bed, trees and shrubs planted in yards of single family units, townhomes, and the multi-family area shall be retained

and maintained for the duration of this Agreement, subject to enforcement by the HOA.

6.7.3.3 The HOA shall adopt rules for enforcement of subsection 6.7.3 in its covenants and restrictions, which provisions shall be subject to Town approval for consistency with this subsection.

6.8 Open and Recreational Space

6.8.1 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 are illustrated on the Site-Specific Development Plan. All open space not publicly dedicated to the Town shall be owned and maintained by the HOA.

6.8.2 Type and Location

6.8.2.1 Open space may include parks, greens, squares, plazas, pathways, playgrounds, pocket parks, pickleball courts, amenity area, stream buffers, flood plains, water quality devices, and playing fields.

6.8.2.2 The Site-Specific Development Plan shall include Neighborhood Sections ("pedestrian sheds") measured by a quarter-mile radius. Each Neighborhood Section shall include prominent and centrally located open and recreational spaces. The Town has determined that the Site-Specific Development Plan associated with the Project meets this requirement and that no housing units will be lost by this requirement.

6.8.2.3 No public or private trails shall be required for this Project. No public parks or public open space shall be required for this Project.

6.8.2.4 A minimum of 15,000 square feet of useable open space shall be required for each quarter mile of pedestrian shed. Stormwater control areas shall not be counted towards the 15,000 square feet of open space per quarter mile of pedestrian sheds but may be counted towards overall Project open space. The Town has determined that the Site-Specific Development Plan associated with the Project meets this requirement as well and that no housing units will be lost by this requirement.

6.8.2.5 A minimum of 20% of the overall site shall be utilized for open space.

6.9 Site-Specific Master Development Plan. The Project shall include a Master Plan developed from the Site-Specific Development Plan to serve as the principal exhibit for assigning regulatory

standards within the overall Property. The Site-Specific Master Development Plan may be developed in phases.

6.10 Lot Sizes, Building Footprints, Setbacks, Building Heights, and Driveways.

6.10.1 The following dimensional requirements and minimum lot sizes are provided for each of the DRH single-family and townhome products, with lot width measured from the building setback line:

22' Townhome

Center Lot: 22' x 90'
Interior End Lot: 27' x 90'
Corner Lot: 32' x 90'
Setbacks:
Front: 20'
Side: 5' (0' if attached)
Rear: 20'
Corner: 10'

26' Townhome

Center Lot: 26' x 100'
Interior End Lot: 31' x 100'
Corner lot: 36' x 100'
Setbacks:
Front: 20'
Side: 5' (0' if attached)
Rear: 20'
Corner: 10'

26' Rear Loaded Townhome

Center Lot: 26' x 95'
Interior End Lot: 31' x 95'
Corner lot: 36' x 95'
Setbacks:
Front: 10'
Side: 5' (0' if attached)
Rear: 20'
Corner: 10'

Detached Rear Loaded

Lot Size: 42' x 105'
Corner Lot: 47' x 105'

Setbacks:

Front: 10'
Side: 5'
Rear: 20'
Corner: 10'

DRH Express/E

Lot Size: 52' x 93'
Corner Lot: 57' x 93'
Setbacks:
Front: 20'
Side: 5'
Rear: 20'
Corner: 10'

Horton

Lot Size: 62' x 100'
Corner Lot: 67' x 100'
Setbacks:
Front: 20'
Side: 5'
Rear: 20'
Corner: 10'

Freedom

Lot Size: 50' x 117'
Corner Lot: 55' x 117'
Setbacks:
Front: 20'
Side: 5'
Rear: 20'
Corner: 10'

Amenity Center

Front Setback: 10'

6.10.2 Apartment building footprints shall not exceed 16,000 square feet or contain greater than 36 units per building unless a partial basement level is added to accommodate site topography. Buildings with partial basements may contain up to 42 units.

6.10.3 Apartment/Cottage buildings shall have the following setbacks:

Front: 15'
Side: 5' (0 if attached)
Rear: 5'
Corner: 15'

6.10.4 All buildings on the Property shall be a maximum of three (3) standard stories plus a basement level, where applicable.

6.10.5 All driveways for residential attached and detached shall be per Jamestown's Technical Standards Manual.

6.10.6 Front-loaded garages shall be subject to the front setback requirements as established in section 6.10.

6.10.7 Portions of the area designated for multi-family shall be permitted to extend into the flood plain and stream buffers, subject to Randleman Lake buffer rules. Single-family and townhome lots may extend into the flood plains and stream buffers if approved by TRC on a case by case basis.

6.10.8 Building and Lot Type Standards. Except for permitted encroachments, Article 9 of the LDO shall not apply to the Project, and the requirements in this Agreement shall control.

6.11 Multi-Family Exterior Building Materials. Exterior building 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.

6.12 Supply Chain Disclaimer. Upon demonstration that materials required by this Agreement become unavailable for more than 60 days, are discontinued, or become unavailable for other reasons, DRH may request that the TRC allow a substitute material. DRH must demonstrate that the substitute material will provide equal or better performance. Appeal of TRC's decision may be to the Board of Adjustment pursuant to Article VI of the LDO. This section does not apply to landscaping materials.

ARTICLE VII. TRANSPORTATION IMPROVEMENTS

7.1 Traffic Impact Analysis

7.1.1 Service. The Town acknowledges that DRH hired a North Carolina licensed transportation engineer to perform a traffic impact analysis (“TIA”) for the Project and that the TIA met industry standards and was acceptable to NCDOT.

7.1.2 Transportation improvements. Improvements and mitigation measures required by the TIA shall be mandatory and made at DRH’s expense. Improvements and mitigation measures not required by the TIA shall not be required.

7.1.3 Access. Access from the existing surrounding road network shall be as shown on the Plan and Exhibit B-1 subject to NCDOT approval.

7.2 Streets and Sidewalks

7.2.1 Town Standards

7.2.1.1 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 shall be permitted as detailed in this Agreement.

7.2.1.2 Connectivity. No connections to existing or new streets or adjoining properties shall be required except as required in this Agreement or as shown on the Plan.

7.2.1.3 Construction Materials. DRH has presented the Town with a Site-Specific Development Plan showing (a) local residential streets; (b) alleyways; and (c) “Street A” that connects Guilford College Road and Mackay Road. Excluding the open space for traffic calming, Street A has homes with rear-loaded lots. Construction materials used on each shall be:

7.2.1.3.1 Street A shall have a minimum 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.

7.1.2.3.2 Local residential streets and alleyways shall have 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.

7.2.1.4 Dimensions and Rights-of-Way

7.2.1.4.1 Street A and local residential streets shall have 50-foot right-of-way with a 31-foot back-to-back width and 4.5-foot street tree planting strip with 5-foot sidewalk.

7.2.1.4.2 Double lot loaded townhome local residential streets shall permit 5-foot sidewalks located at the back of curb. For such lots, street trees shall be placed between the sidewalk and street right of way limits.

7.2.1.4.3 Alleyways shall be constructed within a 21-foot public right of way with an additional 5-foot maintenance easement on each side.

7.2.2 Alleyway Dedication. Alleyways shall be publicly dedicated, and the Town shall accept dedication if the alleyways meet the standards in this Agreement.

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

7.2.4 Curb and Gutter on Mackay Road. DRH shall provide NCDOT and/or the Town standard curb and gutter on Mackay Road where the Project abuts the southern margin of Mackay Road.

7.2.5 Sidewalks.

7.2.5.1 In accordance with Technical Standard 510.00, sidewalks internal to the Project shall be five feet in width and placed on both sides of all double lot loaded streets. Internal single lot loaded streets shall have five-foot sidewalks only along loaded side.

7.2.5.2 Internal sidewalks shall be connected to sidewalks along Mackay Road and Guilford College Road. Five-foot NCDOT standard 848.01 sidewalk or current equivalent with a two-foot grass strip shall be installed by DRH along the entire southern right-of-way of Mackay Road and connecting to a sidewalk along the eastern right-of way of Guilford College Road south until it shall meet Access 3. External sidewalks shall also be installed between Access 2 and Access 1. No external sidewalk shall be required between Access 3 and Access 2 or east of Access 1. Each sidewalk shall be constructed consistent with construction of the phase in which the sidewalk is located.

7.2.5.3 No grass strip shall be required next to the turn lanes described in the TIA.

7.2.5.4 External sidewalks along Mackay Road and Guilford College Road shall be permitted to meander to the back of curb and to a minimum width of four feet where necessary to avoid utilities.

7.2.6 Town maintenance. Internal streets and internal/external sidewalks that meet the Town's or NCDOT standards, as applicable, and any additional standards of this

Agreement shall be publicly dedicated to the Town for maintenance. Town staff shall request that the Town Council accept for public use and maintenance all such publicly dedicated infrastructure which meets such standards. The Town Council shall accept such dedication or reimburse DRH for the cost of constructing such sidewalks. Except as allowed by Town and NCDOT standards, sidewalks along Mackay Road and Guilford College Road shall be 5 feet in width and constructed to applicable Town and/or NCDOT standards for public maintenance.

7.2.7 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. The Town shall order such materials from its approved vendor using a materials list provided by DRH. DRH and Town staff shall work together to assemble said materials list and verify quantities. Once the Town receives an invoice for materials ordered, it shall provide copies of such invoices to DRH which shall reimburse the Town on a Net 30 basis. In the event that there is a discrepancy in the order and additional supplies must be ordered, the same procedure shall apply on any subsequent orders.

7.2.8 Bicycle racks. All non-residential areas 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. No bicycle racks shall be required for overflow parking or cluster box areas.

7.2.9 Emergency Access. Access to Hunt Chase Drive shall be for emergency use only and controlled by a locked gate maintained by DRH or its successor in title. The emergency access gate shall have a Knox box approved by the Town and Guilford County. This access shall not be used for construction except when no other feasible access to the Project is available and then only on a temporary and as needed basis.

7.3 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

8.1 Utilities.

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

8.1.2 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.

8.1.3 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.

8.1.4 Approved Equal. The Town shall modify the Technical Standards Manual to allow for the usage of approved HDPE pipe for stormwater lines. The Town recognizes that HP pipe is a newer material which may meet or exceed required standards in some cases. The Town shall also modify the Technical Standards Manual for HP pipe for stormwater lines in specific instances which will be reviewed on a case-by-case basis.

8.2 Roadways.

8.2.1 Block/Cul-de-sac Lengths: Block lengths and cul-de-sacs shall not exceed 1200 feet in length. Pedestrian access easements shall not be required in the Project.

8.2.2 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 and alleyways shall permit 90 degree turns as long as the turning radii allow for safe maneuvering of trash trucks.

8.2.3 Single Lot Loaded Streets. Single lot loaded streets shall be permitted as shown on the Site-Specific Master Plan or Site-Specific Development Plan.

8.3 Water Quality Devices

8.3.1 Financial Surety. DRH shall provide a financial surety acceptable to the Town on a plat by plat basis and at an amount not to exceed 125% of installation cost remaining at time of bonding for each stormwater control measure per LDO Article 19-25.2.

8.3.2 HOA Maintenance. HOA documents shall provide for annual inspection, operation, and maintenance costs of all stormwater control measures. Sinking funds shall not be required.

8.4 Guarantee in Lieu of Construction. In lieu of completion of construction of the required improvements of streets, sidewalks, landscaping, parking, utilities, and other publicly required improvements prior to issuance of Certificate of Completion or final plat approval (on a plat by plat basis), the property owner shall provide a performance guarantee as specified in Section 2.15 of the Ordinance.

8.5 Grading and Erosion Control. 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. No tree survey shall be required in connection with the Project.

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

8.7 Conflicts with Town Standards. Conflicts between the Town's Standards Manual and this Agreement shall be resolved by the Town's TRC and DRH. All efforts shall be made to find a mutually agreeable solution. TRC's decision shall be final.

**ARTICLE IX.
NON-RESIDENTIAL USE STANDARDS**

9.1 Non-Residential Uses. The only non-residential building identified on the Site-Specific Development Plan is the Amenity Center. The addition of other non-residential buildings for uses other than the Amenity Center would require a Major Amendment to this Agreement.

9.2 Exterior Building Materials

9.2.1 Primary facade. Primary facade materials may include 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. Slab on grade construction shall be permitted.

9.2.2 Secondary facades. Secondary facades shall use the same materials, patterns and details as the primary facade to create consistency throughout the project.

9.2.3 Prohibited materials. Aluminum siding, vinyl siding, unfinished tilt-up concrete panels, and unfinished concrete masonry units may not be used on non-residential buildings.

9.2.4 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, brick veneer, stone or concrete.

9.3 Lighting. Unless an alternative is approved by the TRC, lighting design, standards, configurations, installation requirements, and placement shall be the same as for residential lighting in public areas.

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

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

10.2. 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 F attached.

Other Laws applicable to the Project include the adopted PUD zoning, which is attached to this Agreement as Exhibit B and Exhibit B-1, the Site-Specific Development Plan attached to this Agreement as Exhibit B-2, 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 be inconsistent with this Agreement.

10.3. 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.

10.4. Vested rights.

10.4.1 Duration. Except for the Town’s Fee Schedules, 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”).

10.4.2 Consent Required. 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.

10.4.3 Change in State or Federal Law. 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.

10.4.4 Nonconformities. No nonconformities have been or will be created by the adoption of this Agreement.

10.5. 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 govern the development of D.R. Horton Property until 2062.” 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.

10.6 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.

ARTICLE XI. ARTICLE 160D-1006 CERTIFICATIONS

11.1 Description. A description of the property subject to the agreement and the names of its legal and equitable property owners is found in Article II and Exhibit A.

11.2 The duration of the agreement. The duration of this Agreement shall be forty (40) years from the date of recordation.

11.3 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 Site-Specific Development Plan attached as Exhibit B and Exhibit B-2. Design shall be as described under Article VI (Architecture and Design) and Article X (Non-residential Standards).

11.4 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.

11.5 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. There are no provisions for the protection of environmentally sensitive property other than those required by State and federal law.

11.6 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.

11.7 Descriptions of provisions for preservation and restoration of historic structures. The Parties agree that the Futrell-Mackay-Armstrong house has no federal or State protections that would prevent DRH from removing all or parts of the house if restoration is not feasible. To the extent preservation or restoration of all or part of the house is not feasible, DRH shall work reasonably with the Guilford Historic Preservation Commission, and/or the Historic Jamestown Society, and other individuals with specific access or knowledge regarding the property to restore or preserve aspects from on-site historic structures, including the Futrell-Mackay-Armstrong house, as reasonably possible and incorporate them into community amenities.

ARTICLE XII. MISCELLANEOUS

12.1 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 Site-Specific Development Plan and any other plans approved in connection with the Project as provided herein.

12.2 Recordation. DRH shall record this Agreement in the Office of the Guilford County Register of Deeds within fourteen (14) days after the date of adoption.

12.3 Binding Effect. This Agreement shall run with the land and be binding upon all successors in interest for the period of the Agreement's duration.

12.4 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, to determine if there are matters of noncompliance that require enforcement.

12.5 Default. In the event one Party believes the other Party is in default, the 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, the Parties shall make good faith efforts to negotiate and informally resolve the issue in dispute (the "Claim"). A Minor Breach by DRH shall not result in the withholding of permits or other approvals or performance of the obligations on a timely basis. 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:

12.5.1 The non-defaulting Party (the "Claimant") shall have thirty (30) 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.

12.5.2 If the Parties do not settle the Claim within thirty (30) days after initiation of mediation 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.

12.5.3 If settlement does not occur and mediation is terminated, the Parties may pursue any actions at law and equity permitted under this Agreement or North Carolina law,

subject to applicable rights to notice and cure provided for in this Agreement.

12.5.4 The costs of 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.

12.6 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:

Matthew Johnson, Town Manager
301 E. Main Street
Jamestown, N.C. 27282
mjohnson@jamestownnc.gov

With 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 Counsel
Fox Rothschild LLP
230 N. Elm St. Suite 230
Greensboro, NC 27401
tterrell@foxrothschild.com

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

12.7 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.

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

12.9 Assignment. DRH may assign its rights and responsibilities under this Agreement to subsequent landowners of all or any separable portion of the Project, provided that no assignment of a separable portion of the Project will relieve DRH of responsibility with respect to the remaining portions of the Project owned by DRH. 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.

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

12.11. 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.

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

12.13 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.

12.14 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.

12.15 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.

12.16 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.

12.17 Validity, Compliance, and Reasonableness. 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 LDO and the laws of the State of North Carolina, the laws of the United States, and common law. It further asserts that all public notice requirements prior to and as of execution of this Agreement were properly met and that it has had an opportunity to inquire about public notice provisions to determine consistency with statutes; that the provisions of this Agreement comply with N.C. Gen. Stat. 160D-1100, et. seq; that both parties have participated in creating the terms of this Agreement and negotiated in good faith, each party making several concessions to the other and that the provisions herein are reasonable, even if not preferred; that the terms of this Agreement result from reasonable concerns and are not arbitrary or capricious; that the Town has cooperated with DRH to find solutions to utility service, rapid inspections and permit reviews, vesting, and other matters. Similarly, the Town affirms that it will work faithfully to meet its obligations under this Agreement, including, but not limited to, meeting its obligations on permit reviews and issuances and timely and reasonable cooperation on unexpected matters as they arise.

[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 advertised 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 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:

- 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;
- 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:

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:

- 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:

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.

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:
 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;
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:
 - 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,

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 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. 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;
 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 Inch 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 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° 51' 26" West 516.81 feet (crossing 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 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° 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 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° 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:

- North 88° 06' 09" West 402.15 feet to a 1 Inch Iron Pipe Found;
- 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;
- 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:

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:

- North 46° 14' 35" East 58.09 feet to a point;
- North 65° 32' 45" East 141.11 feet to a point;
- North 51° 15' 00" East 289.95 feet to a point;
- North 40° 53' 50" East 274.42 feet to a point;
- North 41° 49' 30" East 204.09 feet to a point;
- 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;

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:

- North 56°23'39" West 218.84 feet to a 1 Inch Iron Pipe Set;
- North 56° 23' 52" West 805.99 feet to a Disk Found;
- North 34° 17' 14" East 119.94 feet to a Disk Found;
- 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; 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 Disk Found;
- 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.
- **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**

EXHIBIT "B"

Approved Site-Specific Development Plans



EXHIBIT "B-1"



EXHIBIT "B-2"
Illustrative example of the Multi-family Area



EXHIBIT C
Will Serve Letter

TOWN OF JAMESTOWN

January __, 2023

D.R. Horton, Inc.
4150 Mendenhall Oaks Parkway, Suite 101
High Point, NC 27265
Attn: Brad Yoder

Re: Conditional Will Serve Letter – Guilford College Road and MacKay Road

Dear Mr. Yoder:

This letter serves as a notice and confirmation that the Town of Jamestown (“Town”) will provide service for water and sanitary sewer to the above-referenced property and the future project that will be developed on said property (“Project”) in accordance with the Development Agreement to be executed by and between the Town and D.R. Horton, Inc. (“Developer”). It is anticipated that the Project will consist of approximately 1,000 single family (attached and detached) dwellings with an average of 4 bedrooms, approximately 500 multifamily apartment units with an average of 2 bedrooms, an amenity center and certain neighborhood-scaled commercial areas. This confirmation of the Town’s ability to serve the Project is conditioned upon:

1. Final approval of Site Development Plan(s) and Grading Plan(s).
2. Developer executing the Development Agreement.
3. Payment to Town for all water and wastewater system development and user fees.

This Project must be in compliance with all requirements of appropriate regulatory agencies.

Sincerely,

TOWN OF JAMESTOWN
Matthew Johnson, Town Manager

EXHIBIT D
Rate Schedule for Inspections Fees

Rates for inspections of public water and sewer mains - \$2.00/linear foot

Rates for inspections of public streets, public alleyways,
and public stormwater infrastructure - \$1.50/linear foot

The Town of Jamestown shall incur all costs for camera inspections of public sewer and public stormwater piping.

DRH shall hire and pay for any other required third-party inspections related to the testing of materials, geotechnical issues, and similar testing of samples related to the construction of roads, sidewalks, water/sewer, and stormwater infrastructure (examples include but are not limited to, compaction, asphalt testing, concrete testing, etc. in accordance with established local standard testing procedures).

In order to maintain velocity required by the developer, DRH shall pay for costs incurred due to overtime and/or weekend work by inspectors hired by the Town of Jamestown.

These costs shall be reviewed on an annual basis on or around July 1 of each year to ensure that pricing is still accurate for all Parties. Changes to the pricing schedule may be made upon agreement by both Parties and shall be notated in writing, signed, and provided to each Party.

Canopy Trees continued						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Pinus sylvestris</i>	Scotch pine	Yes	E	No	30 to 70	Sun
<i>Pinus taeda</i>	Loblolly pine	Yes	E	SE	30 to 40	Sun, pt shade
<i>Platanus acerifolia</i>	London plane tree	Yes	D	No	60 to 80	Sun
<i>Platanus occidentalis</i>	Sycamore	No	D	SE	70 to 300	Sun, pt shade
<i>Quercus acutissima</i>	Sawtooth oak	Yes	D	No	30 to 45	Sun, pt shade
<i>Quercus alba</i>	White oak	Yes	D	SE	60 to 100	Sun
<i>Quercus bicolor</i>	Swamp white oak	Yes	D	SE	50 to 60	Sun, pt shade
<i>Quercus coccinea</i>	Scarlet oak	Yes	D	SE	50 to 80	Sun
<i>Quercus falcata</i>	Southern red oak	Yes	D	SE	70 to 90	Sun
<i>Quercus hemisphaerica</i>	Darlington oak	Yes	D	SE	40 to 60	Sun, pt shade
<i>Quercus imbricaria</i>	Shingle oak	Yes	D	SE	50 to 60	Sun
<i>Quercus lyrata</i>	Overcup oak	Yes	D	SE	35 to 45	Sun
<i>Quercus macrocarpa</i>	Bur oak	Yes	D	SE	70 to 80	Sun
<i>Quercus nigra</i>	Water oak	Yes	D	SE	50 to 75	Sun, pt shade
<i>Quercus nuttallii</i>	Nuttall oak	Yes	D	SE	40 to 60	Sun
<i>Quercus palustris</i>	Pin oak	Yes	D	SE	60 to 80	Sun
<i>Quercus phellos</i>	Willow oak	Yes	D	SE	60 to 80	Sun
<i>Quercus prinus</i>	Chestnut oak	Yes	D	SE	60 to 70	Sun
<i>Quercus rubra</i>	Red oak	Yes	D	SE	60 to 75	Sun
<i>Quercus shumardii</i>	Shumard oak	Yes	D	SE	40 to 60	Sun
<i>Quercus stellato</i>	Post oak	Yes	D	SE	40 to 50	Sun
<i>Quercus virginiana</i>	Live oak	Yes	E	SE	30 to 50	Sun
<i>Taxodium ascendens</i>	Pond cypress	Yes	D	SE	70 to 80	Sun
<i>Taxodium distichum</i>	Baldcypress	Yes	D	SE	50 to 100	Sun
<i>Thuja occidentalis</i>	American arborvitae	No	E	SE	40 to 60	Sun
<i>Thuja plicata</i>	Giant arborvitae	No	E	US	50 to 80	Sun, pt shade
<i>Thuja x "Green Giant"</i>	Green Giant arborvitae	Yes	E	Hy-No	40 to 60	Sun
<i>Tilia americana</i>	American linden or Basswood	Yes	D	SE	60 to 100	Sun
<i>Tilia cordata</i>	Littleleaf linden	Yes	D	No	30 to 50	Sun
<i>Tilia tomentosa</i>	Silver linden	Yes	D	No	40 to 70	Sun
<i>Ulmus americana</i>	American Elm cvs.: Liberty Elm, Valley Forge, Patriot, Celebrity, etc.	Yes	D	SE	75 to 125	Sun, pt shade
<i>Ulmus parvifolia</i>	Flacabark elm	Yes	D	No	40 to 50	Sun
*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants						
*E/D: E = evergreen D = deciduous						

Understory Trees						
<i>Acer barbatum</i> (<i>A. saccharum</i> ssp. <i>floridanum</i>)	Southern sugar maple	Yes	D	SE	20 to 25	Sun
<i>Acer buergerianum</i>	Trident maple	Yes	D	No	25 to 35	Sun
<i>Acer griseum</i>	Paper bark maple	No	D	No	20 to 30	Sun, pt shade
<i>Acer japonicum</i>	Full moon maple	No	D	No	20 to 30	Sun, pt shade
<i>Acer palmatum</i>	Japanese maple	Yes	D	No	15 to 25	Sun, pt shade
<i>Acer truncatum</i>	Purple bowl maple cvs: Main Street, Pacific Sunset, etc.	Yes	D	No	20 to 25	Sun
<i>Aesculus pavia</i>	Red buckeye	Yes	D	SE	10 to 20	Sun, pt shade
<i>Aesculus sylvatica</i>	Painted buckeye	No	D	SE	5 to 15	Sun, pt shade
<i>Alnus serrulata</i>	Tag alder	No	D	SE	15 to 20	Sun, pt shade
<i>Amelanchier arborea</i>	Downy serviceberry	Yes	D	SE	10 to 25	Sun, pt shade
<i>Amelanchier canadensis</i>	Serviceberry	Yes	D	SE	15 to 20	Sun, pt shade
<i>Amelanchier x grandiflora</i>	Serviceberry cvs: Autumn Brilliance, Princess Diana, etc.	Yes	D	Hybrid SE	20 to 25	Sun, pt shade
<i>Carpinus caroliniana</i>	American hornbeam, ironwood	Yes	D	SE	20 to 30	Sun, pt shade
<i>Cercis canadensis</i>	Eastern redbud	Yes	D	SE	20 to 30	Sun, pt shade
<i>Cercis canadensis</i> ssp. <i>retusus</i>	Oklahoma redbud	Yes	D	SE	20 to 30	Sun, pt shade
<i>Cercis canadensis</i> ssp. <i>texensis</i>	Texas redbud	Yes	D	SE	15 to 20	Sun, pt shade
<i>Cercis chinensis</i>	Chinese redbud	Yes	D	No	8 to 12	Sun
<i>Chionanthus retusus</i>	Chinese fringe tree	Yes	D	No	15 to 25	Sun, pt shade
<i>Chionanthus virginicus</i>	Fringe tree	No	D	SE	12 to 20	Sun, pt shade
<i>Cladrastis kentuckea</i>	Yellowwood	Yes	D	SE	30 to 45	Sun
<i>Cornus alternifolia</i>	Pagoda dogwood	No	D	SE	25 to 30	Partial shade
<i>Cornus florida</i>	Flowering dogwood	No	D	SE	15 to 20	Partial shade
<i>Cornus kousa</i>	Kousa dogwood	Yes	D	No	20 to 30	Sun, pt shade
<i>Cornus mas</i>	Cornelian cherry dogwood	Yes	D	No	20 to 25	Sun, pt shade
<i>Cornus stelleri</i> hybrids	Stellar dogwood	No	D	No	15 to 30	Sun, pt shade
<i>Corylus ovellana</i> 'Contorta'	Audubon's hickory	No	D	No	12 to 20	Sun
<i>Cotinus coggygria</i>	Smoketree	Yes	D	No	10 to 15	Sun
<i>Cotinus hybrids</i>	Smoketree cvs: Grace	Yes	D	No	10 to 15	Sun
<i>Cotinus obovatus</i>	American smoke tree	Yes	D	SE	10 to 15	Sun
<i>Crataegus phoenopyrum</i>	Washington hawthorne cvs: Washington Lustre, etc.	Yes	D	SE	25 to 30	Sun
*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants *E/D: E = evergreen D = deciduous						

Understory Trees cont.						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht. (Feet)	Exposure
<i>Crataegus viridis</i>	Green hawthorne cvs: Winter King, etc.	Yes	D	SE	15 to 20	Sun, pt shade
<i>Cryptomeria japonica</i>	cvs: Sekkan-Sugi, etc.	No	E	No	15 to 30	Sun, pt shade
<i>Cupressus sempervirens</i>	Italian cypress	Yes	E	No	20 to 30	Sun
<i>Halesia carolina, H. tetraptera</i>	Carolina silverbell	No	D	SE	20 to 40	Sun, pt shade
<i>Halesia diptera</i>	Two-winged silverbell	No	D	SE	15 to 30	Sun, pt shade
<i>Ilex cassine</i>	Dahoon Holly	No	E	SE	15-20	Sun, pt shade
<i>Ilex decidua</i>	Possumhaw	Yes	D	SE	20 to 30	Sun, pt shade
<i>Ilex vomitoria</i>	Yaupon holly	Yes	E	SE	20 to 25	Sun, pt shade
<i>Ilex x 'Nellie R. Stevens'</i>	Nellie R. Stevens holly	Yes	E	Hyb-No	20 to 40	Sun, pt shade
<i>Ilex x 'Carolina Sentinel'</i>	Carolina Sentinel holly	Yes	E	Hyb-No	20 to 25	Sun, pt shade
<i>Ilex x attenuata</i>	Ilex cvs: Savannah, Foster, Sunny Foster, etc.	Yes	E	Hybrid - US	20 to 30	Sun, pt shade
<i>Juniperus scopulorum</i>	Rocky Mountain Juniper cvs: Blue Haven, Wichita Blue, etc.	Yes	E	US	15 to 40	Sun
<i>Lagerstrœmia fauriei</i>	Japanese crape myrtle	Yes	D	No	20 to 30	Sun
<i>Lagerstrœmia indica</i>	Crape myrtle	Yes	D	No	15 to 30	Sun
<i>Lagerstrœmia indica x fauriei</i>	Crape myrtle cvs: Muskogee, Watchee, Tuscarora, etc.	Yes	D	No	15 to 30	Sun
<i>Magnolia grandiflora dwarf cvs</i>	Little Gem, 'Teddy Bear', etc.	Yes	E	SE	15 to 20	Sun
<i>Magnolia hybrids</i>	Magnolia cvs: Ann, Betty, Judy, Mary Nell, Galaxy, etc.	No	D	No	10 to 30	Sun
<i>Magnolia sieboldii</i>	Oyama magnolia	No	D	No	10 to 20	Partial shade
<i>Magnolia stellata</i>	Star magnolia cvs, etc.	No	D	No	10 to 20	Sun
<i>Magnolia virginiana</i>	Sweetbay magnolia	Yes	E	SE	10 to 60	Sun, pt shade
<i>Magnolia x soulangeana</i>	Saucer magnolia	No	D	No	15 to 25	Sun, pt shade
<i>Molus spp.</i>	Crabapple	Yes	D	Hyb-No	15 to 25	Sun
<i>Ostrya virginiana</i>	American hophornbeam	Yes	D	SE	25 to 40	Sun, pt shade
<i>Quercus arborea</i>	Sourwood	Yes	D	SE	20 to 30	Sun, pt shade
<i>Parrotia persica</i>	Persian ironwood	Yes	D	No	20 to 40	Sun, pt shade
<i>Picea glauca (dwarf cultivars)</i>	Spruce cvs: Conica, etc.	Yes	E	US	10 to 20	Sun, pt shade
<i>Pistacia chinensis</i>	Chinese pistache	Yes	D	No	25 to 40	Sun
<i>Prunus campanulata</i>	Taiwan cherry	No	D	No	20 to 30	Sun, pt shade
<i>Prunus caroliniana</i>	Carolina laurelcherry	No	E	SE	20 to 40	Sun, pt shade
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Understory Trees cont.						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht. (Feet)	Exposure
<i>Prunus cerasifera</i>	Purple leaf plum	No	D	No	15 to 25	Sun
<i>Prunus mume</i>	Japanese apricot	No	D	No	10 to 20	Sun, pt shade
<i>Prunus persica</i> (Corinthian hyb.)	Corinthian peach cvs	No	D	No	20 to 25	Sun
<i>Prunus sargentii</i>	Sargent cherry	No	D	No	20 to 40	Sun
<i>Prunus serrulata</i>	Japanese cherry	No	D	No	15 to 25	Sun, pt shade
<i>Prunus subhirtella</i>	Higan cherry	No	D	No	20 to 40	Sun
<i>Prunus x 'Okame'</i>	Okame cherry	No	D	No	15 to 30	Sun
<i>Prunus x bireiana</i>	Bireiana cherry	No	D	No	15 to 20	Sun
<i>Prunus x 'Snow Goose'</i>	Snow Goose cherry	No	D	No	20	Sun
<i>Prunus x yedoensis</i>	Yoshino cherry cvs	No	D	No	30 to 40	Sun, pt shade
<i>Sassafras albidum</i>	Sassafras	Yes	D	SE	30 to 60	Sun, pt shade
<i>Stewartia pseudocamellia</i>	Japanese stewartia	No	D	No	20 to 40	Sun, pt shade
<i>Styrax japonica</i>	Japanese snowbell	No	D	No	20 to 30	Sun, pt shade
<i>Styrax obassia</i>	Fragrant snowball	No	D	No	20 to 30	Sun, pt shade
<i>Syringa reticulata</i>	Japanese tree lilac	No	D	No	20 to 30	Sun
<i>Thuja occidentalis</i>	Eastern arborvitae - Emerald Green, DeGroot's Spire, Techny, etc.	Yes	E	US	10 to 30	Sun
<i>Ulmus alata</i>	Winged elm	Yes	D	No	30 to 40	Sun
<i>Vitex agnus-castus</i>	Vitex chastetree	Yes	D	No	15 to 20	Sun
Shrubs						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht. (Feet)	Exposure
<i>Abelia chinensis</i>	Chinese abelia	Yes	D	No	5 to 7	Sun, pt shade
<i>Abelia hybrids</i>	Abelia cvs: Edward Goucher, Little Richard, Rosa Creek, Sunrise, etc.	Yes	D	No	Varies	Sun, pt shade
<i>Abelia x grandiflora</i>	Glossy abelia	Yes	D	No	3 to 6	Sun, pt shade
<i>Aesculus parviflora</i>	Bottlebrush buckeye	Yes	D	SE	8 to 12	Sun, pt shade
<i>Aronia arbutifolia</i>	Red Chokeberry	Yes	D	E	6-10'	Sun, pt shade
<i>Aronia melanocarpa</i>	Black Chokeberry	Yes	D	E	3-6'	Sun, pt shade
<i>Aucuba japonica</i>	Aucuba	Yes	E	No	6 to 10	Partial shade
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Shrubs continued						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Berberis juliflorae</i>	Wintergreen barberry	Yes	E	No	6 to 8	Sun, pt shade
<i>Berberis koreana</i>	Korean barberry	Yes	D	No	4 to 6	Sun, pt shade
<i>Berberis verruculosa</i>	Warty barberry	Yes	E	No	3 to 4	Sun, pt shade
<i>Berberis x gladiwynensis</i> 'William Penn'	William Penn barberry	Yes	E	Hyb-No	3 to 4	Sun, pt shade
<i>Buxus harlandii</i>	Harland boxwood	Yes	E	No	4 to 6	Sun
<i>Buxus hybrids</i>	Boxwood cvs: Green Mountain, Green Velvet, Wintergreen, etc.	Yes	E	No	2 to 4	Partial shade
<i>Buxus sempervirens</i>	Common boxwood	Yes	E	No	15 to 20	Partial shade
<i>Buxus sempervirens</i> 'Suffruticosa'	English boxwood 'Suffruticosa'	Yes	E	No	2 to 4	Partial shade
<i>Buxus sinica</i> (B. microphylla)	Little leaf boxwood	Yes	E	No	3 to 4	Partial shade
<i>Callicarpa americana</i>	American beautyberry	Yes	D	SE	3 to 8	Sun, pt shade
<i>Colycanthus floridus</i>	Carolina Allspice	Yes	D	SE	6-12'	Sun, pt shade
<i>Camellia sasanqua</i>	Sasanqua camellia	Yes	E	No	6 to 10	Sun, pt shade
<i>Camellia sinensis</i>	Tea camellia	Yes	E	No	4 to 6	Partial shade
<i>Caryopteris x clandonensis</i>	Blue mist shrub, Blue caryopteris	Yes	D	No	2 to 3	Sun
<i>Ceanothus americanus</i>	New Jersey tea	Yes	D	SE	3 to 4	Sun, pt shade
<i>Cedrus deodara</i> (dwarf cultivars)	Cedar cvs: Snow Sprite, Compacta, etc.	Yes	E	No	Varies	Sun
<i>Cephalanthus occidentalis</i>	Buttonbush	No	D	US	10-Jun	Sun, pt shade
<i>Cephalotaxus harringtonia</i>	Japanese plum yew	Yes	E	No	5 to 10	Partial shade
<i>Clethra acuminata</i>	Sweet Pepperbush	No	D	E	5-7'	Sun, pt shade
<i>Clethra alnifolia</i>	Summersweet cvs: Hummingbird, Sixteen Candles, Ruby Spice, etc.	Yes	D	SE	6 to 8	Sun, pt shade
<i>Cleyera japonica</i>	Japanese Cleyera	Yes	E	No		Partial shade
<i>Cornus amomum</i>	Silky Dogwood	No	D	E	8-10	Sun, pt shade
<i>Corylus americana</i>	American Hazelnut	Yes	D	E	8-12'	Sun, pt shade
<i>Cotoneaster apiculatus</i>	Cranberry cotoneaster	Yes	D	No	3	Sun, pt shade
<i>Cotoneaster damnicol</i>	Bearberry cotoneaster	Yes	E	No	1 to 2	Sun
<i>Cotoneaster microphyllus</i>	Little-leaf cotoneaster	Yes	E	No	2 to 3	Sun, pt shade
<i>Cotoneaster salicifolius</i>	Willowleaf cotoneaster	Yes	E	No	10 to 15	Sun, pt shade
<i>Cytisus scoparius</i>	Scotch broom	Yes	D	No	5 to 6	Sun, pt shade
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Shrubs continued						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht. (Feet)	Exposure
<i>Deutzia gracilis</i>	Slender deutzia cvs: Nikko, etc.	Yes	D	No	3 to 4	Sun, pt shade
<i>Deutzia hybrids</i>	Deutzia cvs: Pink Minder, Strawberry Fields, Magician, etc.	Yes	D	No	2 to 4	Sun, pt shade
<i>Distylium hybrids</i>	Distylium cvs: 'Coppertone', 'Vintage Jade', 'Linebacker', etc.	Yes	E	No	2 to 8	Sun, pt shade
<i>Euonymus americana</i>	Strawberry bush	Yes	D	SE	4 to 6	Partial shade
<i>Forsythia x hybrids</i>	Forsythia cvs: Beatrix Farrand, Lynwood Gold, Golden Times, Spring Glory, etc.	Yes	D	No	Varies	Sun, pt shade
<i>Forsythia x intermedia</i>	Border forsythia	Yes	D	No	8 to 10	Sun, pt shade
<i>Fothergilla gardenii</i>	Dwarf fothergilla	Yes	D	SE	2 to 3	Sun, pt shade
<i>Fothergilla major</i>	Large fothergilla	Yes	D	SE	5 to 12	Partial shade
<i>Gardenia jasminoides</i>	Gardenia cvs	Yes	E	No	4 to 6	Sun, pt shade
<i>Hamamelis vernalis</i>	Vernal witchhazel	Yes	D	SE	6 to 10	Sun, pt shade
<i>Hamamelis virginiana</i>	Witchhazel	Yes	E	SE	15 to 20	Partial shade
<i>Hydrangea sp.</i>	Pariculate, macrophylla,	Yes	D	No	2 to 8	Partial shade
<i>Hydrangea orborens</i>	Smooth Hydrangea, 'Annabelle'	Yes	D	SE	3 to 5	Partial shade
<i>Hydrangea quercifolia</i>	Oakleaf hydrangea & cvs	Yes	D	SE	4 to 6	Sun, pt shade
<i>Hypericum frondosum</i>	St. John's Wort	Yes	D	SE	3 to 4	Sun, pt shade
<i>Hypericum prolificum</i>	Shrubby St. John's Wort	Yes	D	SE	2 to 4	Sun, pt shade
<i>Ilex cornuta</i> cvs.	Holly cvs: Carissa, Burford, Rotunda, Needlepoint, etc.	Yes	E	No	2 to 25	Sun, pt shade
<i>Ilex crenata</i> cvs.	Holly cvs: Hetz, Helleri, Sleeds, Soft Touch, etc.	Yes	E	No	4 to 10	Sun, pt shade
<i>Ilex decidua</i>	Possumhaw holly	Yes	D	SE	7 to 15	Sun, pt shade
<i>Ilex glabra</i>	Inkberry holly cvs: Shamrock, Nigra, etc.	Yes	E	SE	6 to 8	Sun, pt shade
<i>Ilex latifolia</i>	Lusterleaf holly	Yes	E	No	20 to 25	Sun, pt shade
<i>Ilex verticillata</i>	Winterberry	No	D	E	6 to 8	Sun, pt shade
<i>Ilex vomitoria</i>	Yaupon holly	Yes	E	SE	15 to 20	Sun, pt shade
<i>Ilex vomitoria</i> cvs.	Holly cvs: Nana, Schillings, Katherine, etc.	Yes	E	SE	2 to 5	Sun, pt shade
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Shrubs continued						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht. (Feet)	Exposure
<i>Ilex x meserveae</i>	cvs: China Boy, China Girl, Blue Boy, Blue Girl, etc.	Yes	E	Hyb-No	6 to 8	Sun, pt shade
<i>Ilex x 'Nellie R. Stevens'</i>	Nellie Stevens holly	Yes	E	Hyb-No	15 to 25	Sun, pt shade
<i>Ilex x 'Emily Bruner'</i>	Emily Bruner holly	Yes	E	Hyb-No	15 to 20	Sun, pt shade
<i>Ilex x 'Mary Nell'</i>	Mary Nell holly	Yes	E	Hyb-No	10 to 20	Sun, pt shade
<i>Ilex x koehneana</i>	Koehne holly cvs	Yes	E	Hyb-No	5 to 15	Sun, pt shade
<i>Illicium floridanum</i>	Florida Anise-tree	No	E	SE	6 to 8	Partial shade
<i>Illicium parviflorum</i>	Star Anise	Yes	E	SE	10'-15'	Partial shade
<i>Itea virginica</i>	Virginia sweetspire	Yes	D	SE	3 to 5	Sun, pt shade
<i>Jasminum nudiflorum</i>	Winter jasmine	Yes	D	No	3 to 4	Sun, pt shade
<i>Juniperus chinensis</i>	Chinese juniper cvs: Wintergreen, Spartan, Hooks, etc.	Yes	E	No	12 to 50	Sun
<i>Juniperus chinensis (dwarf cultivars)</i>	Chinese juniper cvs: Procumbens Nana, Berkshire, Sargentii, Hatzl, etc.	Yes	E	No	3 to 12	Sun
<i>Juniperus communis</i>	Common juniper	Yes	E	US	5 to 10	Sun
<i>Juniperus conferta</i> cvs.	Juniper cvs: Blue Lagoon, Blue Pacific, Boulevard, etc.	Yes	E	No	1 to 2	Sun
<i>Juniperus davurica</i> cvs.	Parsons juniper	Yes	E	No	2 to 3	Sun
<i>Juniperus horizontalis</i>	Juniper cvs: Blue Vase, Blue Chip, Willonii, etc.	Yes	E	US	1 to 2	Sun
<i>Juniperus hybrids</i>	Juniper cvs: Saybrook Gold, etc.	Yes	E	Hybrid	Varies	Sun
<i>Juniperus procumbens</i>	Japanese garden juniper	Yes	E	No	.5 to 1.5	Sun
<i>Juniperus scopulorum (dwarf cultivars)</i>	Juniper cvs: Blue Creeper, Skyrocket, etc.	Yes	E	US	Varies	Sun
<i>Juniperus squamata</i> cvs.	Juniper cvs: Holger, Blue Elf, Calgary Carpet, Blue Salt, etc.	Yes	E	No	Varies	Sun
<i>Juniperus virginiana</i> cvs.	Juniper cvs: Blue Mountain, Blue Cloud, Grey Owl, etc.	Yes	E	SE	Varies	Sun
<i>Juniperus x media</i>	Juniper cvs: Seagreen, Old Gold, etc.	Yes	E	Hyb-No	Varies	Sun
<i>Kalmia latifolia</i>	Mountain laurel	Yes	E	SE	4 to 8	Sun, pt shade
<i>Lagerstroemia indica</i> and hybrids	Crape myrtle cvs: New Orleans, Centennial, Chica, Tonto, Acoma, etc.	Yes	D	No	5 to 15	Sun
<i>Lindera benzoin</i>	Spice bush	Yes	D	SE	6 to 12	Sun, pt shade
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Shrubs continued						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht. (Feet)	Exposure
<i>Loropetalum chinensis</i>	Loropetalum	Yes	E	No	6 to 12	Sun, pt shade
<i>Loropetalum hybrids</i>	Loropetalum cvs: Plum Delight, Ruby, Fire Dance, etc.	Yes	E	No	4 to 10	Sun, pt shade
<i>Mahonia aquifolium</i>	Oregon grape holly	Yes	E	US	3 to 6	Partial shade
<i>Myrica cerifera</i>	Southern waxmyrtle	Yes	E	SE	10 to 15	Sun, pt shade
<i>Nandina domestica dwarf cvs</i>	Nandina cvs: Firepower, Gulf Stream, Harbor Dwarf, etc.	Yes	E	No	6 to 8	Sun, pt shade
<i>Pinus mugo</i>	Mugo pine cvs	Yes	E	No	1.5 to 10	Sun, pt shade
<i>Physocarpus opulifolius</i>	Ninebark	Yes	D	SE	5 to 10	Sun, pt shade
<i>Picea abies (dwarf cultivars)</i>	Spruce cvs: Little Gem, Pendula, etc.	Yes	E	No	Varies	Sun
<i>Picea pungens (dwarf cultivars)</i>	Colorado Blue Spruce cvs: Globosa, Montgomery, Bakeri, Fat Albert, etc.	Yes	E	US	Varies	Sun
<i>Pinus mugo (dwarf cultivars)</i>	Pine cvs: Pumilio, Mughus	Yes	E	No	Varies	Sun
<i>Pinus nigra cvs.</i>	Austrian Pine cvs: Arnold Sentinel, Monstrosa, etc.	Yes	E	No	3 to 5	Sun
<i>Pinus rigida</i>	Pine cvs: Sherman Eddy, etc.	Yes	E	SE	15 to 20	Sun
<i>Pinus sylvestris (dwarf cultivars)</i>	Pine cvs: Nana, Hillside Creeper, etc.	Yes	E	No	Varies	Sun
<i>Pinus thunbergii (dwarf cultivars)</i>	Pine cvs: Nana, Thunderhead	Yes	E	No	Varies	Sun
<i>Pittosporum tobira</i>	Japanese pittosporum	Yes	E	No	10 to 12	Sun, pt shade
<i>Podocarpus macrophyllus var. naki</i>	Shrubby podocarpus	Yes	E	No	20 to 35	Sun, pt shade
<i>Prunus glandulosa</i>	Flowering almond	Yes	D	No	4 to 5	Sun, pt shade
<i>Prunus laurocerasus</i>	English laurel	Yes	E	No	10 to 18	Sun, pt shade
<i>Prunus x cistena</i>	Purple leaf plum	No	D	No	7 to 14	Sun
<i>Raphiolepis hybrids</i>	Hawthorn cvs: Gullgreen, Cuppertene	Yes	D	No	3 to 6	Sun
<i>Raphiolepis x delacourii</i>	Indian hawthorn, Yedda hawthorn	Yes	E	No	3 to 4	Sun, pt shade
<i>Rhaphiophyllum hystrix</i>	Needle palm	No	E	SE	6 to 8	Sun, pt shade
<i>Rhododendron austrinum</i>	Florida azalea	Yes	D	SE	8 to 10	Partial shade
<i>Rhododendron calendulaceum</i>	Flame azalea	Yes	D	SE	4 to 8	Partial shade
<i>Rhododendron sp.</i>	Encore Azalea	Yes	E	No	3 to 5	Sun, pt shade
<i>Rhus aromatica</i>	Sumac	Yes	D	SE	2 to 6	Sun, pt shade
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Shrubs <i>continued</i>						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht. (Feet)	Exposure
<i>Rhus typhina</i>	Staghorn sumac	Yes	D	SE	15 to 25	Sun
<i>Rosmarinus officinalis</i>	Rosemary	Yes	E	No	2 to 4	Sun
<i>Sabal minor</i>	Dwarf palmetto	Yes	E	SE	3 to 5	Sun
<i>Sarcococca confusa</i>	Sweet Box	Yes	E	No	3 to 5	Partial shade
<i>Sarcococca hookeriana</i>	Himalayan sarcococca	Yes	E	No	4 to 6	Partial shade
<i>Sarcococca ruscifolia</i>	Fragrant sarcococca	Yes	E	No	2 to 3	Partial shade
<i>Spiraea cantoniensis</i>	Double Reeves spirea	Yes	D	No	4 to 6	Sun, pt shade
<i>Spiraea nipponica</i> "Snowmound"	Snowmound spirea	Yes	D	No	3 to 5	Sun, pt shade
<i>Spiraea prunifolia</i>	Bridalwreath spirea	Yes	D	No	4 to 9	Sun, pt shade
<i>Spiraea thunbergii</i>	Thunberg spirea	Yes	D	No	3 to 5	Sun, pt shade
<i>Spiraea x vanhouttei</i>	Vanhoutte spirea	Yes	D	Hyb-No	6 to 8	Sun, pt shade
<i>Vaccinium corymbosum</i>	Highbush Blueberry	No	D	US	6 to 12	Sun
<i>Viburnum acerifolium</i>	Maple-leaf viburnum	Yes	D	SE	4 to 6	Partial shade
<i>Viburnum awabuki</i>	Chindo viburnum	Yes	E	No	10 to 15	Sun, pt shade
<i>Viburnum dentatum</i>	Arrowood Viburnum	Yes	D	E	6 to 10	Sun, pt shade
<i>Viburnum obovatum</i>	Walter's Viburnum	Yes	E	SE	10 to 12	Sun, pt shade
<i>Viburnum prunifolium</i>	Blackhaw Viburnum	Yes	D	E	12 to 15	Sun, pt shade
<i>Viburnum tinus</i>	Laurustinus viburnum	Yes	E	No	6 to 12	Sun, pt shade
<i>Viburnum x pragense</i>	Pragense viburnum	Yes	E	Hyb-No	8 to 10	Sun, pt shade
<i>Xanthoxiza simplicissima</i>	Yellowroot	Yes	D	SE	2 to 3	Sun, pt shade
<i>Yucca filamentosa</i>	Adam's needle yucca	Yes	E	SE	2 to 4	Sun
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DO NOT PLANT THESE

The plants listed below are invasive non-native and noxious plants

<i>Acer platanoides</i>	Norway Maple
<i>Alnus altissima</i>	Tree of Heaven
<i>Berberis thunbergii, davidii</i>	Barberry sp.
<i>Buddleia davidii, lindleyana, etc.</i>	Butterfly bush
<i>Callicarpa dichomata, japonica</i>	Asian Beautyberry sp.
<i>Eleagnus pungens, umbellata, angustifolia, etc.</i>	Eleagnus species
<i>Euonymus alatus</i>	Burning bush
<i>Euonymus fortunei</i>	Winter Creeper
<i>Ligustrum japonicum, sinense, lucidum, etc.</i>	Ligustrum or privet species
<i>Lonicera mackii, morrowii, standishii, tatarica, etc.</i>	Bush honeysuckle species
<i>Mahonia bealei</i>	Leatherleaf Mahonia
<i>Nandina domestica</i>	Nandina - except sterile cultivars
<i>Pyracantha coccinea, angustifolia, cvs., etc.</i>	Pyracantha
<i>Pyrus calleryana 'Bradford'</i>	Bradford Pear
<i>Quercus acutissima</i>	Sawtooth Oak

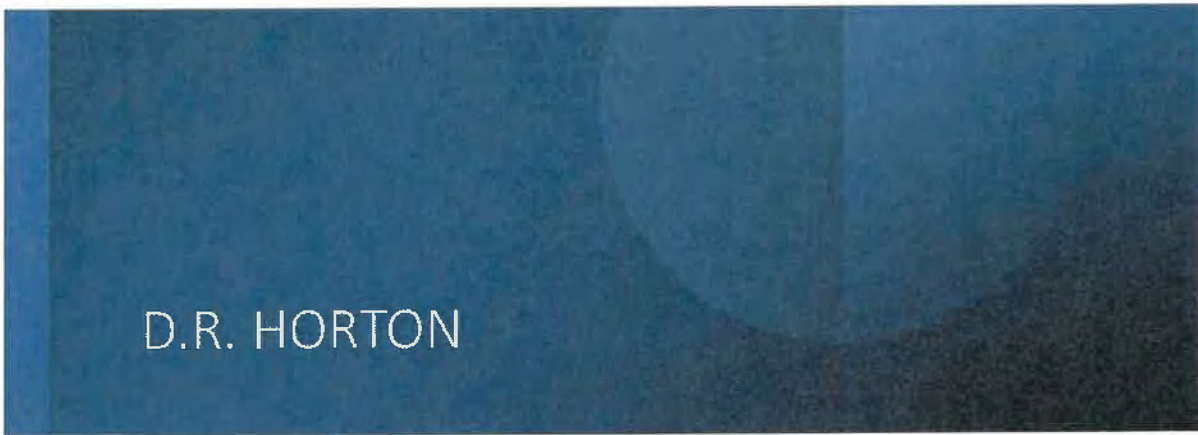
This is just a partial list of invasive non-native plants. Use of any plant not on the Approved Plant List must be approved by the City Arborist.

EXHIBIT F
Land Development Ordinances, Town Policies, and Other Laws List

This list is meant to be representative of the policies, laws, and ordinances which govern the Town, land development within it, and may not be all inclusive. The failure to list an ordinance, law, or policy shall not alleviate any party from their responsibility to abide by such.

- 1) Land Development Ordinance “LDO”
- 2) Envision Jamestown Comprehensive Plan
- 3) Town of Jamestown Comprehensive Pedestrian Transportation Plan
- 4) The Town of Jamestown Technical Standards Manual
- 5) This Development Agreement
- 6) Annexation Agreement between the Town of Jamestown and the City of Greensboro
- 7) Annexation Agreement between the Town of Jamestown and the City of High Point
- 8) All water, sewer, and other utility agreements between the Town of Jamestown, the City of Greensboro, the City of High Point, and Piedmont Triad Regional Water Authority (PTRWA).
- 9) Town of Jamestown Code of Ordinances
- 10) Any other applicable State or Federal law, ordinance, or policy

EXHIBIT G
DR HORTON PRODUCT IMAGES



(Illustrative Product Images)



Horton - Fleetwood



Horton - Hampshire



DRHE/Express - Columbia



DRHE/Express - Wilmington



Freedom - Dover



Freedom - Clifton



Rear Load Single Family - Adams



Rear Load Single Family - Calhoun



22' Townhomes



26' Townhomes



26' Rear Load Townhomes



Multi-Family - Apartments



Multi-Family - Cottages/Casitas



EXHIBT H GUIDING PRINCIPLES

The Town conducted a series of workshops with nationally-known designer, Seth Harry, in the fall of 2021. The resulting “Guiding Principles” which were used as discussion points in the negotiation of this Development Agreement are listed below for reference.

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.

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: Golf Course report for 2nd Quarter

AGENDA ITEM #: VI-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 10 min

DEPARTMENT: Golf Shop

CONTACT PERSON: Ross Sanderlin

SUMMARY:

There were 5,294 paid rounds this quarter compared to 7,063 paid rounds in 2nd quarter 2021

The weather during 2nd quarter (particularly November and December) affected green fee, cart fee, driving range and grill revenue significantly. In 2021 there were 16 bad weather days for the quarter. 2022 saw 24 bad weather days as well as 7 days with the course being completely closed due to the greens being covered.

There were 5 clubhouse rentals this quarter compared to 0 last year.

The staff is currently putting together the 2023 tournament and outing schedule and working with the Jamestown Golf Association to plan tournaments and special events for the coming year.

Staff is also beginning training for the new G1 POS software that will be installed in January. The system will have many new features for staff, as well as enhanced offerings for customers and guests.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

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: Jamestown Park & GC Maintenance Quarterly Report

AGENDA ITEM #: VI-B

☐ **CONSENT AGENDA ITEM**

☐ **ACTION ITEM**

☒ **INFORMATION ONLY**

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Golf Maintenance

CONTACT PERSON: Jamey Claybrook

SUMMARY:

- The golf courses maintenance building construction is coming along well. The builders have the walls installed and are working on bay doors, and waiting to install the roof. Everything looks good and we are getting prepared and excited to move in sometime in April.
- We have just put out fresh pine needles around the pro shop along with trimming all ornamental grasses and trimmed trees. We will continue to fertilize and remove weeds, and place pine needle as needed.
- We are starting to apply our pre-emergent weed control wall to wall on the golf course. We do this every year on schedule to help prevent foreign grass coming up.
- We had very cold temperatures hit us right at Christmas and had to install our green covers to help protect greens and had to keep those on for about a week.
- Currently we are in the process of removing dead trees surrounding the golf course. This will take several weeks and we plan on renting a chipper to help with the process.
- The trees surrounding the golf course have shed their leaves and we have mulched most leaves with our Z-mower. The wooded areas along side some of the holes where leaves pile up have been mulched and are clean so our players can find their shots easier.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

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: Approval of amendment to Grant Project Ordinance-ARPA

AGENDA ITEM #: VI.C.

☐ **CONSENT AGENDA ITEM**

☒ **ACTION ITEM**

☐ **INFORMATION ONLY**

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

This amendment will change the Grant Project Fund for the American Rescue Plan Act (ARPA) to add a budget line for "Transfer to General Fund" for the full amount of the grant award amount plus interest income. The transfer is already budgeted in the General Fund, but we failed to show the budget transfer line in the Grant Project Fund.

ATTACHMENTS: Amended Grant Project Ordinance American Rescue Plan Act

RECOMMENDATION/ACTION NEEDED: Approve amendment to Grant Project Fund - ARPA

BUDGETARY IMPACT:

SUGGESTED MOTION: Approve amendment to Grant Project Fund - ARPA

FOLLOW UP ACTION NEEDED: Funds will be transferred from the Grant Project Fund - ARPA to the General Fund.



Settled 1752
JAMESTOWN
NORTH CAROLINA

**Grant Project Ordinance for the Town of Jamestown American Rescue Plan Act of 2021:
Coronavirus State and Local Fiscal Recovery Funds**

BE IT ORDAINED by the Town Council of the Town of Jamestown, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted and amended:

Section 1: This ordinance was established and is now amending a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Jamestown (Town) has received two tranches for a total amount of \$1,429,995.43 of CSLFRF funds. These funds were allowed to be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services under the Revenue Replacement option.

Section 3: The following amounts were considered expended for the project:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds	
001	General Admin Services for period of March 3, 2021 through March 31, 2022	6.1	Salaries	\$	250,244
			Benefits	\$	71,873
002	Planning Services for period of March 3, 2021 through March 31, 2022	6.1	Salaries	\$	141,193
			Benefits	\$	56,756
003	Sanitation Services for period of March 3, 2021 through March 31, 2022	6.1	Salaries	\$	54,573
			Benefits	\$	25,021
004	Recreation Services for period of March 3, 2021 through March 31, 2022	6.1	Salaries	\$	104,875
			Benefits	\$	45,326
005	Golf Maintenance Services for period of March 3, 2021 through March 31, 2022	6.1	Salaries	\$	300,251
			Benefits	\$	135,705
006	Golf Clubhouse Services for period of March 3, 2021 through March 31, 2022	6.1	Salaries	\$	166,135
			Benefits	\$	78,043
				\$	1,429,995

Section 4: The following revenues have been received to complete the project:

ARP/CSLFRF Funds: \$1,429,995
General Fund Transfer: \$0
Total: **\$1,429,995**

Section 5: A transfer for all funds received will be included in the budget in order to transfer the unrestricted funds to the General Fund. The funds are considered unrestricted due to the Revenue Replacement option that was elected. Interest income is also considered unrestricted.

Section 6: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 7: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 8: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

Section 9: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, or transferred, whichever occurs sooner.

Adopted this the 17th day of January, 2023.

Mayor S. Lynn Montgomery

ATTEST:

Katie M. Weiner, CMC
Asst. Mgr./Town Clerk

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: Request to set a Special Called Meeting date for the Town Council

AGENDA ITEM #: VI-D

☐ **CONSENT AGENDA ITEM**

☒ **ACTION ITEM**

☐ **INFORMATION ONLY**

MEETING DATE: Jan. 17, 2023

ESTIMATED TIME FOR DISCUSSION: 2 min.

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

The staff respectfully request the Town Council set a Special Called Meeting date for January 24, 2023, at 9AM at the Golf Course for the purposes of beginning the annual budget retreat process, including the review of the Town's Fund Balance Policy, Capital Improvements Plan, and Council's Strategic Plan.

ATTACHMENTS: N/A

RECOMMENDATION/ACTION NEEDED: Staff recommend setting the special called meeting date for 1/24/23 at 9AM at the Golf Course.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to set a special called meeting date for 1/24/23 at 9AM at the Golf Course.

FOLLOW UP ACTION NEEDED:

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: Manager Report

AGENDA ITEM #: VII-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 17, 2023

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

Manager Report is attached.

ATTACHMENTS: Manager Report

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

- I. Loose leaf collection began on Monday, Oct. 24th and runs continuously until Friday, Feb. 24th. During this time, residents may place loose leaves at the curb for collection. Please keep piles of leaves clear of sticks, rocks, and debris which can damage equipment. A guide to loose leaf collection can be found on the Town's website and Facebook account.
- II. The Town Council will be hosting a Budget Retreat on Tuesday, Jan. 24th at 9am at the Golf Course, as we begin the budget season and review capital projects. The public is invited to attend.
- III. Goal 5.4 of the Council's Strategic Plan is to "Evaluate effectiveness of current solid waste collection & recycling services". Beginning in early April, the Town will move to a solid waste collection system utilizing trash cans. We will be sending out important notices to customers in the near future. Please stay on the lookout for more information on these changes.