

DRAFT

DEVELOPMENT AGREEMENT

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

Prepared by and Return to:
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Subject to further edits by DRH, Town staff and counsel.
This version of the Development Agreement includes edits received
from DR Horton September 27 and the Town’s responses dated
September 29.

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

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

ARTICLE I.
RECITALS

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

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

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

ARTICLE II BACKGROUND

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

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

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

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

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

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

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

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

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

ARTICLE III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV USES AND DENSITY

A. RESIDENTIAL USES

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

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

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

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

with securing access to Hunt Chase Drive.

B. COMMERCIAL USES

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

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

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

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

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

C. Agricultural Uses

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

D. DENSITY

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

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

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

**ARTICLE V.
PUBLIC SERVICES**

A. ACCEPTANCE.

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

B. WATER

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

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

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

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

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

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

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

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

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

C. SEWER

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

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

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

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

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

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

D. SOLID WASTE

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

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

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

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

E. PUBLIC SAFETY

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

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

ARTICLE VI.

RESIDENTIAL ARCHITECTURE AND DESIGN

A. SPECIFICATIONS AND GUIDING PRINCIPLES

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

B. WALLS

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

1. Materials

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

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

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

2. Configurations and Techniques

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

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

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

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

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

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

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

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

C. DOORS AND WINDOWS

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

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

3. Materials

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

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

c. Garage Doors shall be paneled with decorative hardware

4. Configurations and Techniques

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

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

D. ROOFS

1. Materials

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

2. Configurations and Techniques

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

E. SIGNAGE

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

2. Addressing.

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

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

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

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

F. LIGHTING

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

2. Materials

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

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

3. Configurations and Techniques

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

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

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

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

G. LANDSCAPING

1. Materials

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

2. Configurations and Techniques

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

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

H. OPEN AND RECREATIONAL SPACE

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

2. Type and Location

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

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

3. Delineated Forms.

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

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

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

I. MASTER PLAN

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

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

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

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

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

K. MULTI-FAMILY BUILDING FAÇADE MATERIALS

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

ARTICLE VII. TRANSPORTATION IMPROVEMENTS

A. TRAFFIC IMPACT ANALYSIS

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

B. STREETS AND SIDEWALKS

1. Town Standards.

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

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

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

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

c. Dimensions and Rights-of-Way.

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

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

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

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

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

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

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

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

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

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

C. PARKING.

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

**ARTICLE VIII.
ENGINEERING AND STORMWATER**

A. UTILITIES

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

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

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

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

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

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

B. ROADWAYS

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

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

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

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

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

Commented [7]: Need input from our engineer.

C. WATER QUALITY DEVICES

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

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

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

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

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

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

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

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F. RETAINING WALLS

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

**ARTICLE IX.
DEDICATION AND SALE TO TOWN**

A. PARK

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

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

B. BULL RUN TRAIL EASEMENT

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

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

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

**ARTICLE X.
NON-RESIDENTIAL STANDARDS, ARCHITECTURE AND DESIGN**

A. LOCATIONS AND SIZE

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

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B. COMMERCIAL AREA 2 SIZE

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

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

C. ENTRANCES AND OPENINGS

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

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

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

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

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

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

D. EXTERIOR BUILDING MATERIALS

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

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

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

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

E. Size and Setbacks.

The following minimum lot sizes and setbacks shall apply.

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

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

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

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

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

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

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

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

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

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

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

A. STATUTORY CERTIFICATIONS

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

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

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

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

**ARTICLE XIII.
MISCELLANEOUS**

1. Amendment. This Agreement may be amended by the mutual consent of the Parties or their successors in interest. As required by G.S. 160D-1006(e), consideration of a proposed major modification of the agreement shall follow the same procedures as required for initial approval of the Agreement. By the mutual consent of the Parties, the Technical Review Committee shall have the authority to approve minor, administrative amendments to this Agreement and the Concept Plan.
2. Recordation. Within fourteen (14) days after the Town enters into this Agreement, DRH shall record this Agreement in the Office of the Guilford County Register of Deeds.
3. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.
4. Periodic Review. This Agreement shall be reviewed on a regular and routine basis during the development of the Project, including, but not limited to, the submittal of any site plans or other development plans for public services. Upon buildout, the Agreement shall be reviewed by the Town as reasonably necessary, but not less than once per year.
5. Default.

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

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

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

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

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

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

To the Town:

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

With a copies to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT "A"

Property – Legal Description

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

Survey Description: Parcel A

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

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

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

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

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

Survey Description: Parcel B

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

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

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

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

1. along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;
2. North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;
3. North 01° 40' 29" East 29.54 feet to the True Point of Beginning being a 1/2 Inch Iron Pipe Set; thence continuing along said eastern right-of-way line of Guilford College Road, the following twelve (12) courses:
 1. North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
 2. North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
 3. along the arc of a curve to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
 4. South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
 5. North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
 6. North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
 7. North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;
 8. North 04° 56' 17" East 594.17 feet to a Disk Found;
 9. along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
 10. along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
 11. North 28° 59' 59" East 145.62 feet to a Disk Found;
 12. North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
 13. North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road the following six (6) courses:
 - A. along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;
 - B. South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;
 - C. South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
 - D. along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
 - E. along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;
 - F. South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the northeastern corner of now or formerly, Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the western property lines of said Kathleen R. Johnson, the following three (3) courses:
 - A. South 03° 21' 44" West 2,008.41 feet to a 1 Inch Iron Pipe Set;
 - B. South 43° 19' 08" East 395.97 feet to a 1 Inch Iron Pipe Set;
 - C. South 66° 52' 20" East 290.22 feet to a point at the northeastern corner of said William Pearce Johnson, III and wife, Bebe Buice Johnson; thence along the northern property line of said William Pearce Johnson, III and wife, Bebe Buice Johnson, South 84° 38' 28" West 1,481.47 feet to the True Point of Beginning, containing **56.650 Acres.**

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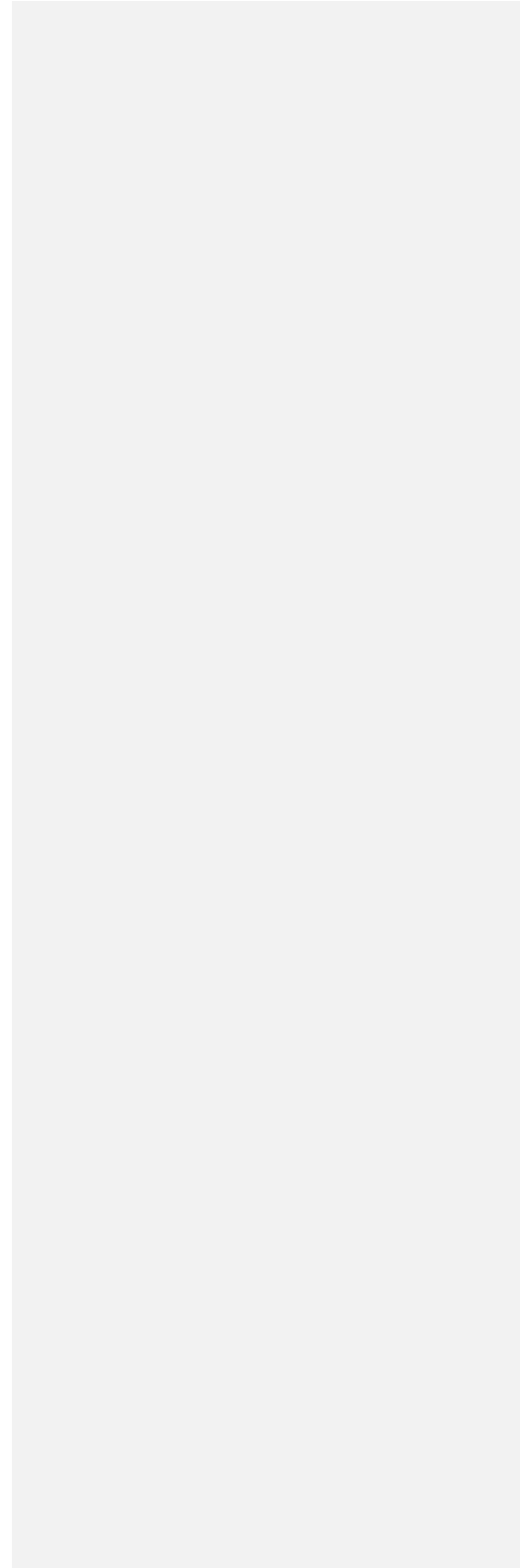
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| [Survey Description: Parcel C](#)



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 recoded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

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

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- Road; thence along said southern right-of-way line of Mackay Road the following six (6) courses:
1. along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;
 2. South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;
 3. South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
 4. along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
 5. along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;
 6. South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the True Point of Beginning; thence continuing along said southern right-of-way line of Mackay Road, the following five (5) courses:
 7. South 82° 35' 52" East 99.01 feet to a 1/2 Inch Iron Pipe Set;
 8. South 76° 12' 46" East 95.93 feet to a 1/2 Inch Iron Pipe Set;
 9. South 67° 28' 23" East 93.08 feet to a 1/2 Inch Iron Pipe Set;
 10. South 58° 54' 46" East 97.47 feet to a 1/2 Inch Iron Pipe Set;
 11. South 53° 14' 19" East 69.66 feet to a 1-1/4 Inch Iron Pipe Found at the northwestern comer 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 comer 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 comer of said Tract 2 of Deed Book 6655, Page 621; thence along the eastern property lines of said Tract 2 of Deed Book 6655, Page 621, the following three (3) courses:
 14. North 66° 52' 20" West 290.22 feet to a 1 Inch Iron Pipe Set;
 15. North 43° 19' 08" West 395.97 feet to a 1 Inch Iron Pipe Set;
 16. North 03° 21' 44" East 2,008.41 feet to the True Point of Beginning, containing 30.698 Acres;

Survey Description: Parcel D

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

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

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

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

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

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

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

Survey Description: Parcel E

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

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

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

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

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

Survey Description: Parcel F

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

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

(3) courses:

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

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3. [South 68° 56' 50" East 100.00 feet to a 1 Inch Iron Pipe Set;](#)
4. [South 70° 44' 04" East 101.26 feet to a 1 Inch Iron Pipe Set;](#)
5. [South 73° 06' 37" East 101.15 feet to a 1 Inch Iron Pipe Set;](#)
6. [South 74° 53' 45" East 102.01 feet to a 1 Inch Iron Pipe Set;](#)
7. [South 75° 06' 11" East 98.89 feet to a 1 Inch Iron Pipe Set;](#)
8. [South 75° 41' 01" East 100.11 feet to a 1 Inch Iron Pipe Set;](#)
9. [South 78° 17' 04" East 102.61 feet to a 1 Inch Iron Pipe Set;](#)
10. [South 83° 08' 38" East 101.00 feet to a 1 Inch Iron Pipe Set;](#)
11. [South 86° 56' 13" East 102.59 feet to a 1 Inch Iron Pipe Set;](#)
12. [North 89° 31' 17" East 96.75 feet to a 1 Inch Iron Pipe Set;](#)
13. [South 01° 50' 08" East 20.00 feet to a Disk Found;](#)
14. [North 86° 56' 39" East 369.69 feet to a 1 Inch Iron Pipe Set at the western corner of now or formerly TTM Family Limited Partnership, A North Carolina Limited Partnership as recorded in Deed Book 8000, Page 81 and as Lot 2 of Plat Book 169; thence along the southern property line of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81; thence South 88° 12' 35" East 568.60 feet to a Bent 3/4 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument at the southwestern corner of now or formerly Adams Farm Community Association, Inc. as recorded in Deed Book 3719, Page 120 and as Common Area of Plat Book 91, Page 46; thence along the southwestern property lines of said Common Area of Plat Book 91, Page 46, the following two \(2\) courses:](#)
1. [South 86° 25' 45" East 71.44 feet to a Concrete Monument Found \(a Bent 3/4 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument Found South 57° 59' 26" East off-corner\);](#)
2. [South 40° 37' 46" West 142.92 feet to a 3/4 Inch Iron Pipe Found at the northwestern corner of now or formerly Adams Farm Community Association, Inc. as recorded in Deed Book 4279, Page 2162 and as Common Area of Plat Book 110, Page 72; thence along the southwestern property lines of the Common Area of Plat 110, Page 72, the following five \(5\) courses:](#)

- [South 05° 15' 09" East 70.09 feet to a 3/4 Inch Iron Pipe Found;](#)
- [South 63° 42' 09" East 153.49 feet to a 1 Inch Iron Pipe Found;](#)
- [South 19° 33' 51" West 193.54 feet to a 3/4 Inch Iron Pipe Found;](#)
- [South 09° 53' 29" East 133.70 feet to a 1 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument;](#)
- [South 86° 31' 30" East 51.80 feet to a 1/2 Inch Iron Pipe Found at the northwestern corner of now or formerly Lynne F. Garrison as recorded in Deed Book 5779, Page 3039 and Deed Book 4061, Page 2031; thence along the western property lines of said Lynne F. Garrison, the following three \(3\) courses:](#)

1. [South 03° 52' 32" West 961.09 feet to a 1 Inch Iron Pipe Found \(1 foot tall\);](#)
2. [North 79° 18' 01" East 126.57 feet to a Stone Found with a P-K Nail;](#)
3. [South 04° 48' 10" West 887.66 feet to a 3/4 Pinch Top Inch Iron Pipe Found at an area Dedicated to the Public, Town of Jamestown and Guilford County as Drainageway and Open Space as recorded per Plat Book 123, Page 12; thence along said Drainageway and Open Space, South 04° 50' 16" West 360.51 feet to a 1/2 Inch Iron Pipe Set at the northwestern corner of an area Dedicated to the Public, Town of Jamestown and Guilford County as Drainageway and Open Space as recorded per Plat Book 123, Page 12; thence along the western property lines of said Drainageway and Open Space and Common Area and Drainage, Maintenance and Utility Easements per Plat Book 127, Page 69. South 04° 50' 04" West 650.65 feet to a to a 1/2 Inch Iron Pipe Found at the northwestern corner of Lot 277 of Plat Book 127, Page 71; thence along](#)

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the western property lines of Lots 277,278,279,280,281, and 282, South 04° 51' 26" West 516.81 feet (crossing a to a 1/2 Inch Iron Pipe Found at 14.99 feet, 191.96 feet, 270.71 feet, 346.81 feet) to a 1 Inch Iron Pipe Set (a 1/2 Inch Iron Pipe Found North 68° 14' 19" East 0.36 feet off corner) at the northern right-of-way of Hund Case Drive; also being at a northern corner of now or formerly St. Francis Pet Funeral Service and Cemetary, Inc. as recoded in Deed Book 5795, Page 2488 and as Tract 1 of Plat Book 148, Page 16; thence along the western property lines of said St. Francis Pet Funeral Service and Cemetary, Inc., the following five (5) courses:

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

Survey Description: Parcel H

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

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

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

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

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

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

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

(7) courses:

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

Survey Description: Parcel J

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

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

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

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

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

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EXHIBIT "B"

Approved Concept Plan

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



[131848915.1](#)

[134577895.1](#)

[137169653.1](#)

[138482413.1](#)

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

EXHIBIT "B-1"



[131848915.1](#)

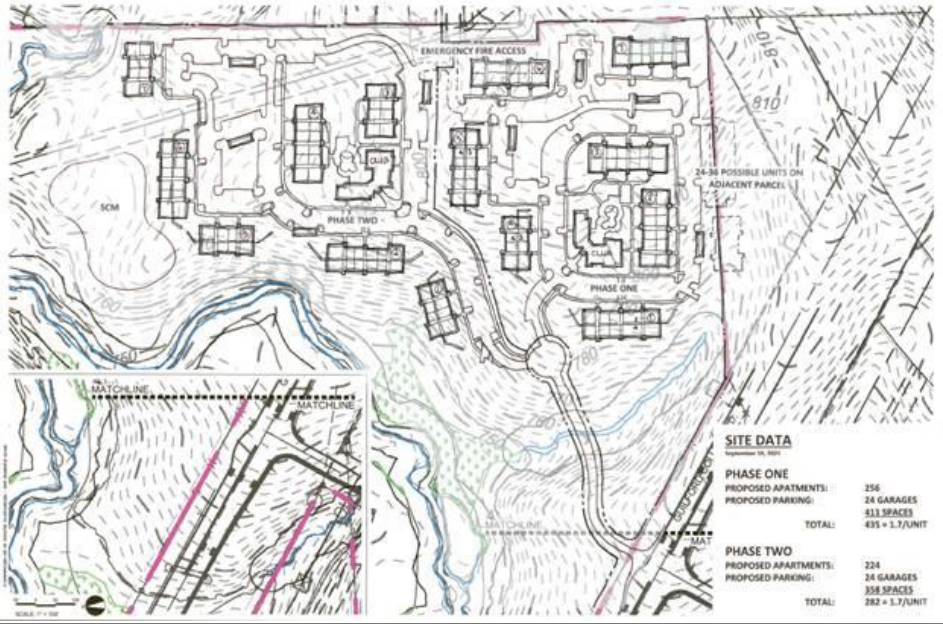
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Town Staff Note: A high quality image of this Exhibit can be found on PDF Page 57

EXHIBIT "B-2"



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

EXHIBIT "C"

131848915.1

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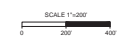
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PROJECT JAMESTOWN
DEVELOPMENT PROGRAM 2/1/2022

AREA	ACRES	SQUAREFOOTAGE	PRODUCT								NOTES
			42X168 UNITS	52X93 UNITS	65X117 UNITS	83X100 UNITS	28X160 UNITS	32X93 UNITS	UNITS AC		
AREA 1	44.0	1,943,210	84			72	185	326	72		AREAS LESS BUFFERS AND STEEP SLOPES WERE APPLICABLE
AREA 2	24.2	1,054,775	AMENITY					0	0.0		50' ROAD BUFFER NOT INCLUDED IN AREA
AREA 3	29.8	927,927			16		103		119	5.7	20' BUFFER NOT INCLUDED - CORNER AREA INCLUDED
AREA 4	6.0	261,360	FUTURE						0.0		20' BUFFER NOT INCLUDED - WETLANDS EXCLUDED
AREA 5	26.8	1,162,858				136			136	3.8	20' BUFFER NOT INCLUDED
AREA 6	69.8	2,738,077	94	178					272	4.3	20' BUFF. NOT INCLUDED - TO FAR SIDE OF MAIN ROAD AND 1/2 OF OWN SPACE
AREA 7	49.3	2,158,058					130		145	3.0	
AREA 8	29.3	989,317	APARTMENTS						0	0.0	50' ROAD BUFFER AND WETLAND CONC BING NOT INCLUDED
AREA 9	49.8	1,985,325	OWN SPACE						0	0.0	50' ROAD BUFFER EXCLUDED
AREA 10	2.0	119,275	TOWNHOME AMENITY						0	0.0	
TOTAL	313.51	13,658,390	177	178	162	130	176	185	996	3.2	

UNDEVELOPED AREAS	
ROAD SIDE BUFFER	NOT YET CONFIGURED
FLOOD PLAIN	NOT YET CONFIGURED
CRUSH BUFFERS	NOT YET CONFIGURED
WETLANDS	NOT YET CONFIGURED
SLOPE	NOT YET CONFIGURED
OTHER	NOT YET CONFIGURED
TOTAL	0.00





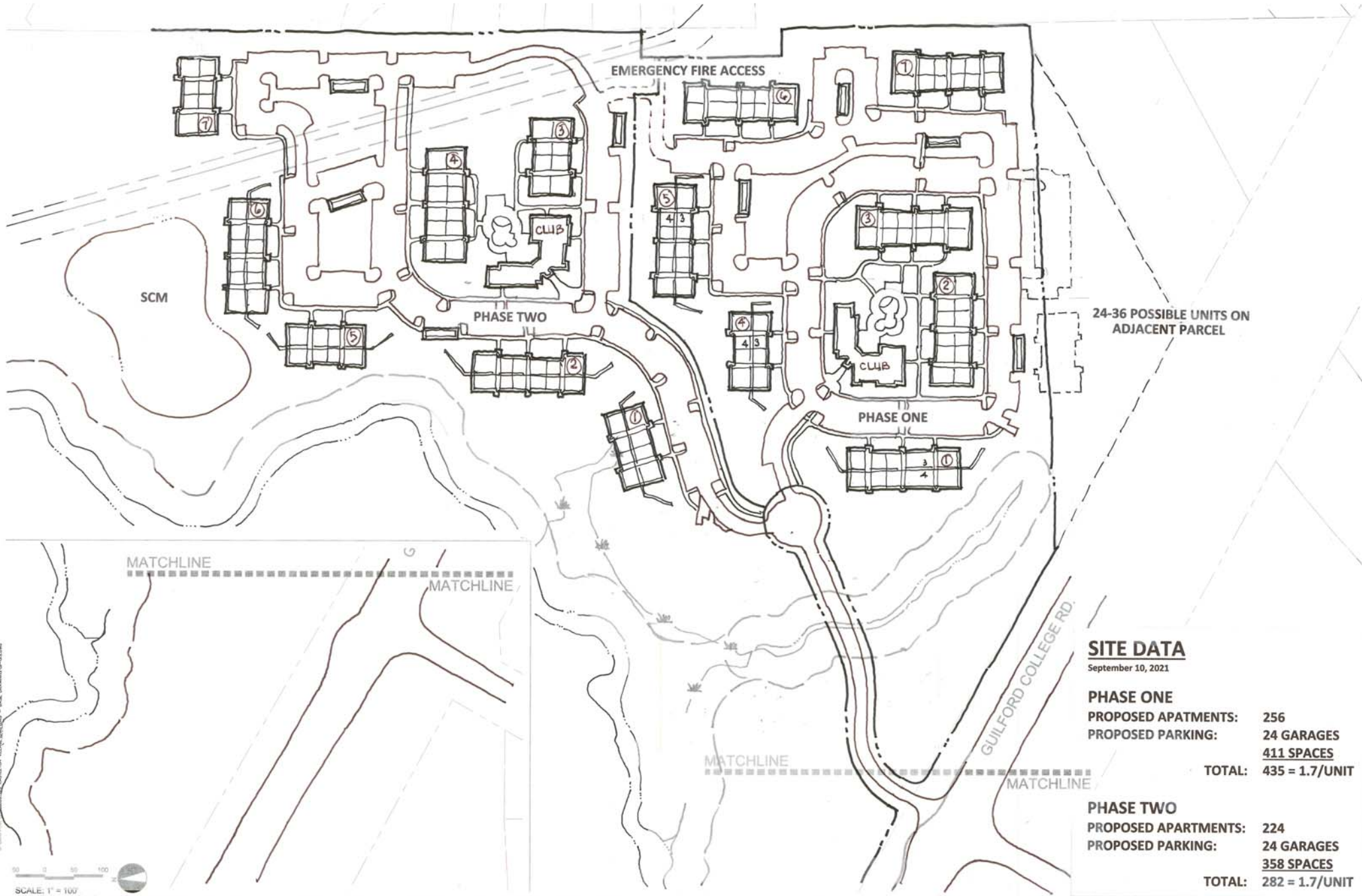
9/29/2021

LAND USE DESCRIPTION				
DEVELOPED AREAS				
AREAS	ACREAGE APPROX.	PLANNED USE	PRODUCT	ALTERNATE USE
AREA 1	44.1	Single Family and/or Townhouses	Single Family, Townhouses, Apartments and/or Commercial	
AREA 2	24.3	Neighborhood Amenity and/or Commercial	Neighborhood Amenity, Commercial, Single Family and/or Townhouses	
AREA 3	21.8	Townhouses and/or Single Family	Apartments and/or Commercial	
AREA 4	6.0	Single Family and/or Townhouses	Commercial	
AREA 5	35.3	Single Family and/or Townhouses	Apartments and/or Commercial	
AREA 6	37.8	Single Family	Townhouses	
AREA 7	48.0	Single Family	Single Family, Townhouses and/or Commercial	
AREA 8	21.8	Apartments	Commercial and/or Civic/Institutional	
AREA 9	47.1	Public Trails	Commercial	
AREA 10	2.1	Townhouses and/or Neighborhood Amenity	Commercial	
TOTAL	305.60			

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

ACCESS POINTS TO BE DETERMINED BY NCDOT





SITE DATA

September 10, 2021

PHASE ONE	
PROPOSED APARTMENTS:	256
PROPOSED PARKING:	24 GARAGES
	411 SPACES
TOTAL:	435 = 1.7/UNIT

PHASE TWO	
PROPOSED APARTMENTS:	224
PROPOSED PARKING:	24 GARAGES
	358 SPACES
TOTAL:	282 = 1.7/UNIT