

DRAFT

DEVELOPMENT AGREEMENT

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

Prepared by and Return to:
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137169653.1

TABLE OF CONTENTS

Page

[134577895.1](#)

137169653.1

D R A F T

**Document prepared for 8-24-22 meeting between town staff and
DRH from town response to DRH edits. Subject to further edits by
DRH, Town staff and counsel.**

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

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

**ARTICLE I.
RECITALS**

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

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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’s layout, concepts, uses, and designs, and generally to propose design and architectural principles to guide the Project’s development.

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.

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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.

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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.

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Commented [1]: Addressed in default section; should not be part of definition of term

d. DRH – “DRH” shall mean D.R. Horton, Inc. and its wholly or partially owned subsidiaries, employees, agents, contractors, attorneys, consultants, and any other person or company acting on its behalf with a fiduciary or contractual obligation to DRH. DRH also means successors in title and interest to DRH.

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

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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.

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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

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uses that are considered to be more intensive or 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.

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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.

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2. Terms not defined. Terms not defined 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 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 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. 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. 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 a location 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 6,000 square feet.

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C. 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.

2. Total Residential Units. Total density of the Project shall not exceed 1500 residential units.

Commented [3]: Town cannot accept DRH proposed change, which would make town guarantor of density.

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

calculate all water and sewer dedications and capacities for the Project based upon 4.0 bedrooms per unit.

Commented [4]: Because this addition triggers a water allocation, DRH will have to choose between (1) including this requested change along with the Town's amendment that no unit shall be approved unless it has 4 bedrooms, or (2) deleting this amendment.

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. DRH has been offered opportunities to review and inspect the referenced intergovernmental agreements and agrees that the terms of each agreement are satisfactory.
2. Required service. Based upon the DRH data, principles of engineering, and industry standards, the Town determined that the Project as currently configured will be satisfactorily served.
3. Capacity and Dedication. The Town represents that it has access to 1.775 million gallons per day ("mgd") through intergovernmental agreements with the Water Suppliers (the "Water Capacity"). Upon execution of this Agreement, the Town will (a) dedicate the Water Capacity from the Water Suppliers to provide for the Project; and (b) protect the Water Capacity from future competing sources. Subject to the Town's obligations to reserve the Water Capacity for DRH, DRH agrees that the Town may and will allocate water and/or water capacity to other users.
4. Water restrictions. DRH agrees that the Project shall be treated equally as other citizens in the town with respect to water restrictions.
5. Fees. DRH shall be subject to the standard fees charged to all town citizens for water usage and water infrastructure. The Town's fees are subject to periodic change at times decided by the Town and in the Town's sole discretion. This Agreement does not grant DRH rights to pay water fees at rates different than other citizens.
6. Utility Design. DRH shall employ North Carolina licensed engineers to design the water infrastructure ("Water Infrastructure") serving the Project, including, but not limited to, taps; location, size, and depth of lines; locations of hydrants and meters; and materials or approved equal. Upon review and approval by the Town, DRH shall prepare the Application for Approval of Engineering Plans and Specifications for Water Supply System and timely submit the application to NCDEQ.
7. Hunt Chase Water Line Loop. DRH shall construct at its expense through the property and dedicate to the Town that portion of a water line loop connecting to the existing water line loop across Guilford College Road on Hunt Chase Drive to the water line on Parcel No. 159113.

C. SEWER

1. Treatment. The Town owns 8% of the High Point Eastside Wastewater Treatment Plant (“WWTP”) pursuant to an agreement with the City of High Point (“High Point Agreement”). DRH has read and accepts the terms of the High Point Agreement.
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 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 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. No Guarantee. The Parties agree that if the Sewer Capacity (a) is restricted or affected by actions taken by the State of North Carolina (b) becomes wholly or partially unavailable to the Town because of force majeure, Acts of God, or temporary malfunctions at the Wastewater Treatment Plant or within the system’s infrastructure; (c) becomes subject to newly adopted State or federal rations or restrictions; or (d) is affected by amendments to the agreement between the municipalities of Jamestown and High Point, then (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.

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 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.

d. All plans submitted to the Town by DRH shall be approved or returned to DRH with comments within fifteen (15) business days

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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. Hazen and Sawyer Study. The Town has hired Hazen and Sawyer to conduct a study of the Town's capacity at the WWTP. The study made several recommendations, and the Town shall complete the recommended improvements prior to the occupancy of 500 residential units.

10. Other upgrades. The Town shall reline the Bull Run Interceptor (Adam's Farm Outfall) 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 sole 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. 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 9 manholes as identified in the Hazen & Sawyer study; and (5) agreement to allow vesting for 40 years, before or at the issuance of the 101st certificate of occupancy for the Project, DRH shall pay 75% of the purchase price of one automated truck at current costs.

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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 a contract and governmental 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 Pinecroft Sedgfield Fire District.

ARTICLE VI.

RESIDENTIAL ARCHITECTURE AND DESIGN

A. SPECIFICATIONS AND GUIDING PRINCIPALS

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

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requirements in this Agreement. [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, or lap siding, vinyl in traditional profiles and applications (i.e. lapped, board and batten, shingle, etc.), with heavier materials below the lighter.

c. Vinyl Siding shall meet the industry standard and shall be installed per manufacturers specifications.

i. Horizontal Pattern: Double “Dutchlap” style, minimum .042-inch thickness.

ii. Vertical Pattern: 8-inch Board & Batten, minimum. 048-inch thickness.

iii. Colors and Texture: manufacturer’s range of standard colors and textures.

iv. The installation of polypropylene siding shall be installed per NC Building Code.

v. For siding accessories, DRH shall provide starter strips, edge trim, window head flashing, corner cap, and other materials recommended by the manufacturer for building configuration and match type of siding.

vi. Fasteners shall be non-corrosive aluminum siding nails for trim, in sufficient length to penetrate a minimum of one inch into substrate. Prefinished fasteners shall be provided in colors that match the siding where face nailing is unavoidable. Center nails shall be placed in elongated nailing slots without binding siding to allow for thermal movement.

vii. DRH shall comply with siding manufacturer’s written installation instructions and NC Building Code.

viii. Vinyl siding that has buckled or warped post-construction shall be replaced. Failure to replace buckled or warped siding is a breach of this Agreement for which the daily fines shall accrue as provided in the Zoning Ordinance for cumulative zoning violations.

2. Configurations and Techniques

a. Foundation types shall be constructed per grading plan 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	30% (with administrative increase up to 5%)
(v)	Horton	30% (with administrative increase up to 5%)
(vi)	Rear-loaded	30% (with administrative increase up to 5%)

b. No more than three (3) materials should 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 should be parallel to the principal frontage.

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 shall be single, double, or triple hung, or operable casement windows.

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

c. Garage Doors shall be paneled and framed with decorative trim.

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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. No two elevations with identical window and door design are to be used on the same block. A block is defined as the area between intersecting streets.
- c. Multiple windows in the same rough opening should be separated by a minimum 3" post.
- d. Bay windows shall have a minimum of three sides and extend downward to the framing level of the floor inside.
- e. 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.
- f. 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 should be clearly marked and visible from the primary street frontage and not less than 4 inches in height on single family homes and 6 inches on apartments and townhomes.

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:

i. Addresses must be posted during construction of a new structure (once a building permit has been issued) and properly maintained thereafter.

ii. Address numbers must be at least 4 inches in height on single family residential structures and at least 6 inches on apartments, condominiums and commercial structures (or at least 12 inches if the building is more than 100 feet from the road).

iii. For non-residential structures, the address numbers must be at least 6 inches in height if the structure is within 100 feet from the road and at least 12 inches if the building is more than 100 feet from the road; additional postings may be required.

iv. For residential structures, address numbers must 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.

v. In the event that a residence is more than 100 feet from the road, additional address numbers must be placed at the intersection of the legally recognized driveway and the road from which the residence is addressed.

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

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vii. The owner of the structure is responsible for maintaining the proper display of the address numbers and letters and for making sure the address is visible from the road.

F. LIGHTING

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

2. Materials

a. Street light fixtures shall be full cut-off style to prevent glare and light pollution. Exceptions may apply to street lighting operated by the Town to match or replicate existing lighting throughout the Town.

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 may be required to ensure a well-lit street and to establish a unifying element along the street.

d. Street lighting shall be located behind sidewalks, on the side closest to the residence or building.

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. Once 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.

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G. LANDSCAPING

1. Materials

a. DRH shall plant trees 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 species. Shrubs shall be planted along 80% of linear feet of home width, excluding garages and porches.

- b. Shrubs 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 approved in the discretion of the TRC that exhibits variety in species among residences. At a minimum, all units shall have a well-defined planting bed with a mixture of shrubs and foundational plantings.

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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 and one (1) canopy tree for 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 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 and landscaping shall be equivalent to a Type B 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) shall have a scenic easement equal to 10% of the lot depth but no more than 50’ from the edge of highway right-of-way. The Planning Director may require an additional depth of up to 25’ to preserve structures and/or vegetation deemed to be significant. This scenic easement shall be undisturbed natural or landscaped buffer using existing vegetation pursuant to the conservation tree standards in LDO Section 11-8 or a landscaped buffer between residential uses and the major thoroughfare using a Type A landscaping buffer.
- d. The Commercial Section shall include a variety of canopy and smaller trees as submitted in a landscaping plan approved by the TRC.

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Deleted: or open space

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~~e.~~ Townhomes must have a minimum of one (1) understory tree planted within the front setback for every 60 linear feet.

Deleted: e. Rear-loaded homes shall provide a minimum of one (1) understory tree within the front setback and one (1) canopy tree shall be required for every 100 linear feet of rear-loaded home street frontage. ¶

~~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).

Deleted: have a minimum of three (3) shrubs, planted 3' on center within the front setback of each property.

~~g.~~ Neighborhood signage and entry features, lighting, sidewalk, fencing and any other neighborhood design element shall be permitted in Gateway Scenic Corridor Overlay, subject to TRC approval.

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Deleted: The portions of Guilford College Road located in the Gateway Scenic Corridor Overlay shall have a 50' natural, landscaped or open space buffer.

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Deleted: 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. OPEN SPACE

1. Open Space Standards. All open 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 includes parks, greens, squares, plazas, pathways, playgrounds, pocket parks, and playing fields.

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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 spaces.

c. A minimum of 15,000 square feet of 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.

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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 important 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.

J. MINIMUM LOT SIZES, SETBACKS, BUILDING HEIGHTS, DRIVEWAYS, AND ENCROACHMENTS

- 22' Townhome
 - Center Lot: 22'x90'
 - Interior End Lot: 27'x90'
 - Corner Lot: 32'x90'
 - Setbacks:
 - Front: 20'
 - Side: 5' (0' if attached)
 - Rear: 20'
 - Corner: 10'
- 26' Townhome
 - Center Lot: 26'x100'
 - Interior End Lot: 31'x100'
 - Corner lot: 36'x100'
 - Setbacks:
 - Front: 20'
 - Side: 5' (0' if attached)
 - Rear: 20'
 - Corner: 10'
- Rear Loaded

Deleted: The commercial area(s) and amenity center are subject to change at DRH's discretion regarding configuration, layout and dimensions.

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Commented [5]: Corner setbacks at 10 feet are acceptable because DRH is making concessions on windows and landscaping

- Lot Size: 42'x105'
- Corner Lot: 47'x105'
- Setbacks:
 - Front: 10'
 - Side: 5'
 - Rear: 20'
 - Corner: 10'
- DRHE
 - Lot Size: 52'x93'
 - Corner Lot: 57'x93'
 - Setbacks:
 - Front: 20'
 - Side: 5'
 - Rear: 20'
 - Corner: 10'
- Horton
 - Lot Size: 62'x100'
 - Corner Lot: 67'x100'
 - Setbacks:
 - Front: 20'
 - Side: 5'
 - Rear: 20'
 - Corner: 10'
- Freedom
 - Lot Size: 50'x117'
 - Corner Lot: 55'x117'
 - Setbacks:
 - Front: 20'
 - Side: 5'
 - Rear: 20'
 - Corner: 10'
- 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

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- Driveways: All driveways for residential attached and detached shall be per Jamestown's Technical Standards Manual.
- Encroachments: Balconies, columns, stoops, stairs, open porches, bay windows and awnings may encroach up to 8 feet into the setbacks per LDO Section 9-2.2.

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K. MULTI-FAMILY BUILDING MATERIALS

At least 75% of the building materials for multi-family structures shall include any of the following: 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.

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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 indicated or 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, neighborhood 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.

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(ii) Neighborhood streets and alleyways – 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.

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c. Dimensions and Rights-of-Way.

(i) The collector shall have a 60-foot right-of-way with a 41-foot back-to-back width and a 2.5-foot planting strip.

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(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.

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(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.

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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.

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.

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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.

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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: Shall be in accordance with the Town of Jamestown's Technical Standards Manual adopted May 19th, 2009 section 200.00.
2. Sewer: Shall be in accordance with the Town of Jamestown's Technical Standards Manual adopted May 19th, 2009 section 300.00.
3. Storm Drain: Shall be in accordance with the Town of Jamestown's Technical Standards Manual adopted May 19th, 2009 section 400.00.
4. The Town shall modify Technical Standards Manual to allow for the approved equal of HDPE and HP pipe.

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B. Roadways

1. Block/Cul-de-sac Lengths: Shall be consistent with the Town LDO standards or as enumerated in the Technical Standards Manual.
2. Minimum Street Centerline Radii: Shall be consistent with the Town LDO standards or as enumerated in the Technical Standards Manual.

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Deleted: as shown for the Project as currently configured on the attached Concept Plan. This may be modified during preparation of construction documents.

Deleted: 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.

C. Water Quality Devices

1. A financial surety to the Town shall be provided per Article 2.15 (Guarantee in lieu of construction of required improvements) prior to the recordation of any final plat or the issuance of any certificate of occupancy, whether temporary or final.
2. DRH shall be required to provide a financial surety 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.
3. Water quality devices shall be built to all local, state, and federal requirements.

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Deleted: of uncompleted work at time of platting shall be provided by DRH.

Deleted: There shall be no maintenance performance security required for the perpetual duration of inspection, operation and maintenance of the BMPs to DRH.

D. Guarantee in lieu of construction of improvements.

In lieu of completion of construction of the required improvements of public facilities and utilities prior to final plat approval, the property owner shall provide a performance guarantee as specified in Section 2.15 of the Ordinance.

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E. Grading and Erosion Control

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

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

F. Retaining Walls:

Any retaining wall outside the public right of way shall be designed and constructed at DRH's direction in accordance with all applicable building codes.

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**ARTICLE IX.
DEDICATION TO TOWN**

A. PARK

1. Park Dedication. Prior to issuance of development permits, DRH shall subdivide and dedicate 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. Dedication of the Park Tract creates no obligation by the Town to develop the Park Tract.

B. BULL RUN TRAIL AND 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.

Deleted: establish an easement ("Trail Easement") along Bull Run during preparation of the construction documents to be dedicated to the Town for public construction and use of the trail within the Project. The Trail Easement shall be no less than 0 feet in width.¶

2. Ownership and maintenance. The Town shall accept the dedication and maintain the Bull Run Trail.

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3. Pervious area calculations. All pervious or non-built upon area within trails shall remain useable by DRH for its impervious surface calculations.

Deleted: 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.

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. The total amount of commercial space outside of Commercial Area 2 shall be no greater than 10,000 square feet. No leasable space within this 10,000 square feet shall exceed 1,500 square feet.

B. COMMERCIAL AREA 2

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.

C. ENTRANCES AND OPENINGS

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

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.

3. Recess depth. Building entrances 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. BUILDING MATERIALS

1. Primary façades. Primary facades are oriented towards areas of pedestrian activity and contain pedestrian access. Primary facade materials may include the following: 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.

Deleted: COMMERCIAL AREA

Deleted: (the "Commercial Areas")

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

3. Prohibited materials. The following materials will 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. Composition of materials may include wood, metal, brick, stone or concrete.

E. Size and Setbacks.

The following lot size and setbacks shall apply.

- Commercial
 - Lot Size: 25'x200'
 - Setbacks:
 - Front: 5'
 - Side: 5'
 - Rear: 5'
 - Corner: 10'
- Civic
 - Lot Size: 100'x200'
 - Setbacks:
 - Front: 15'
 - Side: 5'
 - Rear: 15'
 - Corner: 10'

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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** 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 included 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 a development agreement has been entered into and the change prevents or precludes compliance with one or more provisions of the development 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.

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. 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.

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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 __.
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).
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). 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 or dedicated for public purposes and provisions for the protection of environmentally sensitive property. Public dedications are described in Article IX (Dedication 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), 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 with the Guilford County Preservation Commission 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.

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.

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Deleted: as set forth in Article III

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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 any Party believes another 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:

- a) The non-defaulting Party (the "Claimant") shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency providing similar services upon which the Parties may mutually agree.
- b) 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.
- c) If settlement does not occur and mediation is terminated, the Parties may 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.

Commented [6]: Previous section "b" deleted. The Town cannot waive its legal duties of enforcement.

Deleted: <#>If Claimant does not submit the claim to mediation within thirty (30) days after notice of default, Claimant shall be deemed to have waived the claim, and the defaulting Party (the "Respondent") shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons other than a Party.¶
<#>¶

- d) 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.

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
Roberson Hayworth & Reece PLLC
300 N. Main Street
High Point, NC 27260
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Thomas E. Terrell, Jr.
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Greensboro, NC 27401
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To D.R. Horton

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 certification is supplied.

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

EXHIBIT "B"

Approved Concept Plan

Staff Note: A high-quality image of this Exhibit can be found on PDF Page 39



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EXHIBIT "B-1"

Staff Note: A high-quality image of this Exhibit can be found on PDF Page 40



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Staff Note: A high-quality image of this Exhibit can be found on PDF
Page 41

EXHIBIT "B-2"



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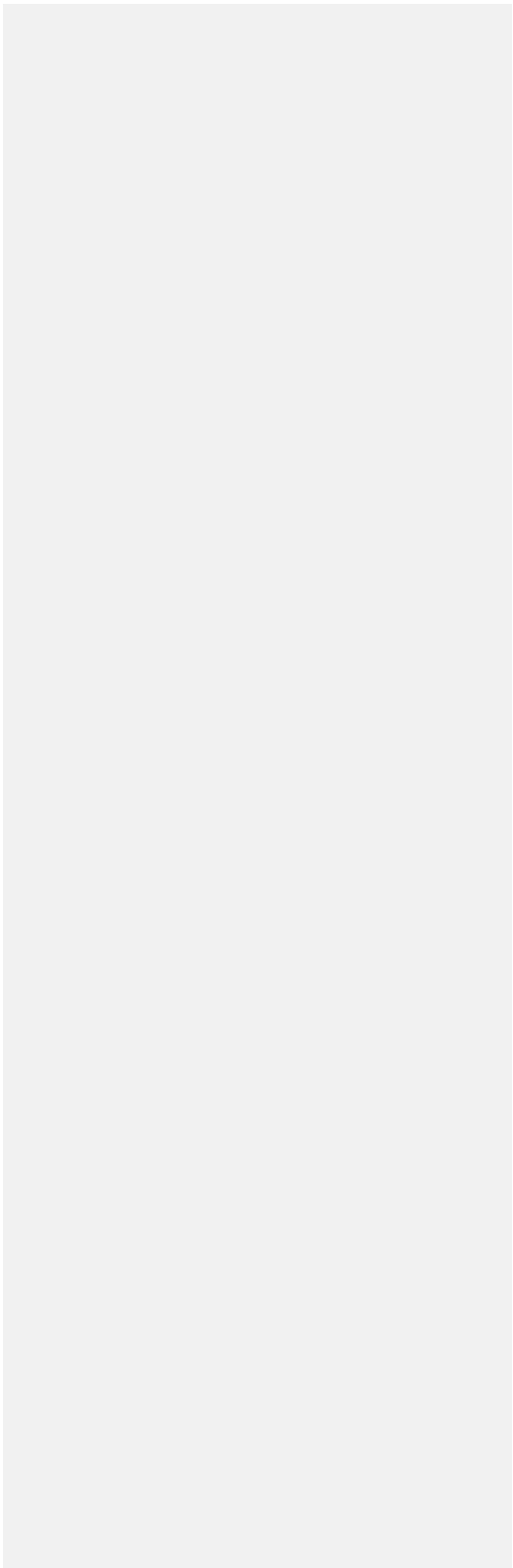
EXHIBIT "C"

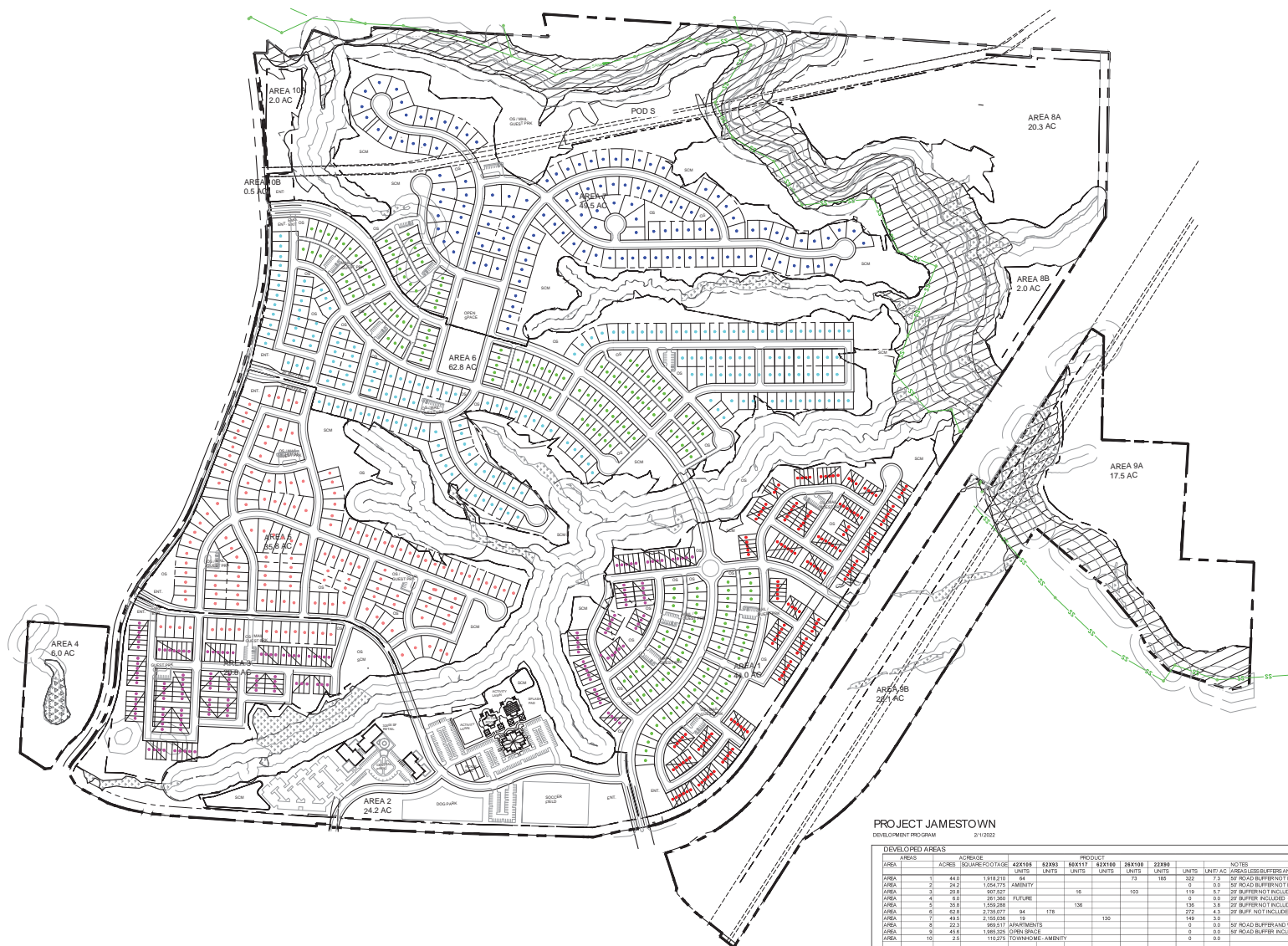
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PROJECT JAMESTOWN
DEVELOPMENT PROGRAM

DEVELOPED AREAS									
AREA	ACRES	SQUAREFOOTAGE	42X165 UNITS	52X93 UNITS	65X111 UNITS	83X100 UNITS	28X100 UNITS	32X90 UNITS	NOTES
AREA 1	44.0	1,919,216	84						AREAS LESS BUFFERS AND STEEP SLOPES WERE APPLICABLE
AREA 2	24.2	1,054,775	AMENITY						167' ROAD BUFFER NOT INCLUDED IN AREA - ENTRY FEATURE AREA INCLUDED
AREA 3	29.8	1,277,027		16		163		0	167' ROAD BUFFER NOT INCLUDED IN AREA - CORNER LANE INCLUDED
AREA 4	6.0	261,362						0	167' BUFFER NOT INCLUDED - CORNER LANE INCLUDED
AREA 5	26.8	1,162,288				136		136	167' BUFFER NOT INCLUDED - WETLANDS EXCLUDED
AREA 6	62.8	2,738,077	94	178				272	167' BUFF. NOT INCLUDED - TO FAR SIDE OF MAIN ROAD AND 1/2 OF OPEN SPACE
AREA 7	49.5	2,155,058				130		146	167' BUFFER NOT INCLUDED
AREA 8	29.3	1,269,517	AMENITY					0	167' ROAD BUFFER AND WETLAND CORNERS NOT INCLUDED
AREA 9	17.5	761,323						0	167' ROAD BUFFER INCLUDED
AREA 10	2.0	87,125	TOWNHOME AMENITY					0	
TOTAL	313.91	13,656,392	177	178	162	130	176	486	3.2

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

SCALE 1"=200'





LAND USE DESCRIPTION 8/29/2021

DEVELOPED AREAS		PLANNED USE	PRODUCT	ALTERNATE USE
AREA	ACREAGE APPROX.			
AREA 1	44.1	Single Family and/or Townhouses	Single Family, Townhouses, Apartments and/or Commercial	
AREA 2	24.2	Neighborhood Amenity and/or Commercial	Neighborhood Amenity, Commercial, Single Family and/or Townhouses	
AREA 3	31.4	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	57.6	Single Family	Townhouses	
AREA 7	48.0	Single Family	Townhouses	
AREA 8	21.6	Apartments	Single Family, Townhouses and/or Commercial	
AREA 9	47.1	Public, Trails	Commercial and/or Civic/Institutional	
AREA 10	2.1	Townhouses and/or Neighborhood Amenity	Commercial	
TOTAL	305.40			

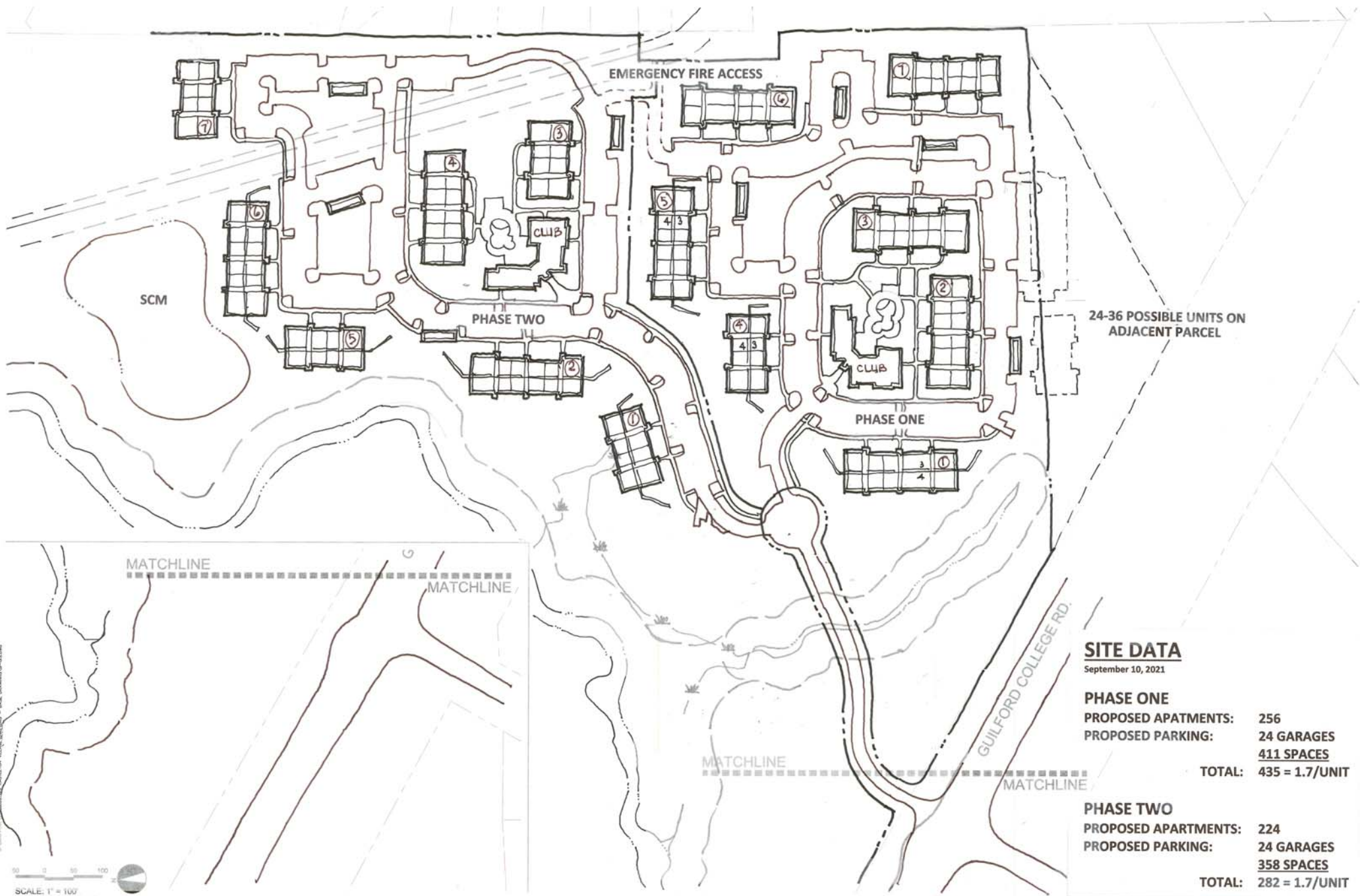
SITE CONSTRAINTS	
ROAD SIDE BUFFER	NOT YET CONFIGURED
FLOOD PLAIN	NOT YET CONFIGURED
CREEK BUFFERS	NOT YET CONFIGURED
WETLANDS	NOT YET CONFIGURED
SLOPES	NOT YET CONFIGURED
OTHER	NOT YET CONFIGURED
TOTAL	0.00

ACCESS POINTS TO BE DETERMINED BY NCDOT

PROJECT JAMESTOWN

Preliminary Schematic Plan - September 29, 2021





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