

BK: R 8697
PG: 2413 - 2506

RECORDED:

01/27/2023

04:35:51 PM

DEPUTY-GB

BY: KELLY SALO

2023003890

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$342.00

DEVELOPMENT AGREEMENT

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

Adopted and Approved January 17, 2023

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

submitted electronically by "Roberson, Haworth & Reese, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Guilford County Register of Deeds.

TABLE OF CONTENTS

	Page
ARTICLE I RECITALS	10
ARTICLE II BACKGROUND.....	11
ARTICLE III DEFINITIONS.....	12
3.1 Terms defined	12
3.1.1 Agreement.....	12
3.1.2 Breach (Minor).....	12
3.1.3 Breach (Major).....	12
3.1.4 DRH.....	12
3.1.5 Town	12
3.1.6 Minor amendment.....	12
3.1.7 Major amendment	12
3.1.8 Default.....	13
3.1.9 Project	13
3.1.10 Property.....	13
3.1.11 Cottages.....	13
3.2 Terms not defined	13
ARTICLE IV USES AND DENSITY	13
4.1 Site-Specific Development Plan	13
4.2 Uses by area	13
4.3 Residential Uses.....	14
4.3.1 Types, uses, and locations allowed	14
4.3.2 Multi-family	14
4.5 Density	14

4.5.1	Calculation	14
4.5.2	Total Residential Units	15
4.5.3	Density within areas.....	15
ARTICLE V PUBLIC SERVICES.....		15
5.1	Dedication and Acceptance.....	15
5.1.1	Condition of acceptance.....	15
5.1.2	Allocation.....	15
5.1.3	Calculation	15
5.1.4	Will Serve Letters	15
5.2	Water.....	15
5.2.1	Source	15
5.2.2	Required service.....	16
5.2.3	Capacity and Dedication	16
5.2.4	Water restrictions	16
5.2.5	Fees	16
5.2.6	Utility Design.....	16
5.2.7	Hunt Chase Water Line Loop	16
5.3	Sewer.....	16
5.3.1	Ownership and Service	16
5.3.2	Treatment capacity	17
5.3.3	Required capacity.....	17
5.3.4	Capacity and Dedication	17
5.3.5	Equal Treatment.....	17
5.3.6	Fees	17
5.3.7	Notice	17

5.4	Utility, Roadway and Building Inspections and Plan Review.....	17
5.4.1	Velocity	17
5.4.2	Building Permits	17
5.4.3	Third-Party Inspectors	18
5.4.4	Review	18
5.4.5	Utility Design.....	18
5.4.6	Roadway Design	18
5.4.7	Erosion Control.....	18
5.4.8	Improvements	18
5.4.9	Other Upgrades	18
5.4.10	WWTP expansion	19
5.5	Solid Waste	19
5.5.1	General service.....	19
5.5.2	Recycling	19
5.5.3	Truck upgrades.....	19
5.5.4	Walkable routes and open space	20
5.6	Public Safety	20
5.7	Fire and emergency Medical Services	20
5.8	Utilities.....	20
5.9	U.S. Postal Service.....	20
ARTICLE VI RESIDENTIAL ARCHITECTURE AND DESIGN.....		20
6.1	Specifications and Guiding Principles	20
6.1.1	Public Visioning Process	20
6.1.2	Conflicts.....	20
6.2	Walls	20

6.2.1	Application.....	21
6.2.2	Materials	21
6.2.3	Configurations and Techniques	21
6.3	Doors and Windows.....	22
6.3.1	Design	22
6.3.2	Stylistic Front Entrance.....	22
6.3.3	Materials	22
6.3.4	Configurations and Techniques	22
6.4	Roofs.....	23
6.4.1	Materials	23
6.4.2	Configurations and Techniques	23
6.5	Signage.....	23
6.5.1	Design and Compliance	24
6.5.2	Building Addresses	24
6.5.3	Street and Traffic Signs	25
6.6	Lighting.....	25
6.6.1	Safety and Convenience.....	25
6.6.2	Materials	25
6.6.3	Configurations and Techniques	26
6.7	Landscaping	26
6.7.1	Plant Selections.....	26
6.7.2	Master Landscaping Plan.....	27
6.7.3	Maintenance	28
6.8	Open and Recreational Space	28
6.8.1	Open and Recreational Space Standards.....	28

6.8.2	Type and Location	29
6.9	Site-Specific Master Development Plan	29
6.10	Lot Sizes, Building Footprints, Setbacks, Building Heights, and Driveways	29
6.11	Multi-Family Exterior Building Materials.....	32
6.12	Supply Chain Disclaimer	32
ARTICLE VII TRANSPORTATION IMPROVEMENTS.....		32
7.1	Traffic Impact Analysis	32
7.1.1	Service.....	32
7.1.2	Transportation improvements	32
7.1.3	Access	32
7.2	Streets and Sidewalks	32
7.2.1	Town Standards	32
7.2.2	Alleyway Dedication	33
7.2.3	Roundabouts	33
7.2.4	Curb and Gutter on Mackay Road	33
7.2.5	Sidewalks	33
7.2.6	Town maintenance	34
7.2.7	Street signs	34
7.2.8	Bicycle racks.....	34
7.2.9	Emergency Access	34
7.3	Parking.....	35
ARTICLE VIII ENGINEERING AND STORMWATER.....		35
8.1	Utilities.....	35
8.1.1	Water.....	35
8.1.2	Sewer.....	35

8.1.3	Storm Drain.....	35
8.1.4	Approved Equal	35
8.2	Roadways.....	35
8.2.1	Block/Cul-de-sac Lengths.....	35
8.2.2	Minimum Street Centerline Radii	35
8.2.3	Single Lot Loaded Streets.....	35
8.3	Water Quality Devices.....	35
8.3.1	Financial Surety	36
8.3.2	HOA Maintenance	36
8.4	Guarantee in Lieu of Construction.....	36
8.5	Grading and Erosion Control	36
8.6	Retaining Walls.....	36
8.7	Conflicts with Town Standards.....	36
ARTICLE IX NON-RESIDENTIAL USE STANDARDS.....		36
9.1	Non-Residential Uses.....	36
9.2	Exterior Building Materials	36
9.2.1	Primary facade	36
9.2.2	Secondary facades.....	36
9.2.3	Prohibited materials	37
9.2.4	Screening.....	37
9.3	Lighting.....	37
ARTICLE X LAWS GOVERNING DEVELOPMENT OF THE PROJECT		37
10.1	Ordinance of adoption.....	37
10.2	Land Development Ordinance, Town Policies, and Other Laws.....	37
10.3	Permits	37

10.4	Vested rights	37
10.4.1	Duration	37
10.4.2	Consent Required.....	37
10.4.3	Change in State or Federal Law.....	38
10.4.4	Nonconformities	38
10.5	Existing Laws Retained	38
10.6	Interpretation.....	38
ARTICLE XI ARTICLE 160D-1006 CERTIFICATIONS		38
11.1	Description.....	38
11.2	The duration of the agreement	38
11.3	Permitted uses, densities, placement on the site, and design.....	38
11.4	Public facilities, responsibility for construction, dates and schedules of delivery	39
11.5	Land reserved, dedicated or sold for public purposes and provisions for the protection of environmentally sensitive property	39
11.6	Other protections for health, safety, and welfare.....	39
11.7	Descriptions of provisions for preservation and restoration of historic structures	39
ARTICLE XII MISCELLANEOUS.....		39
12.1	Amendment.....	39
12.2	Recordation	39
12.3	Binding Effect.....	39
12.4	Periodic Review	39
12.5	Default.....	40
12.6	Notices	40
12.7	Entire Agreement	41

12.8	Construction.....	41
12.9	Assignment	41
12.10	Governing Law	41
12.11	Counterparts.....	41
12.12	Agreement to Cooperate	42
12.13	Hold Harmless	42
12.14	Severability	42
12.15	No Pledge of Taxing Power or Governmental Authority	42
12.16	Authority	42
12.17	Validity, Compliance, and Reasonableness	43

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

)
)
)

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) between the Town of Jamestown (“Town”), a North Carolina municipal corporation, and D.R. Horton, Inc. (“DRH”) (each, a “Party” and collectively, the “Parties.”) was adopted and approved by the Town of Jamestown on January 17, 2023 (the “Effective Date”).

ARTICLE I
RECITALS

1.1 N.C. Gen. Stat. § 160D-1001(a)(1) provides that “large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.”

1.2 N.C. Gen. Stat. § 160D-1001(a)(2) provides that “such developments often create community impacts and opportunities that are difficult to accommodate within traditional zoning processes.”

1.3 N.C. Gen. Stat. § 160D-1001(a)(3) provides that “because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.”

1.4 N.C. Gen. Stat. § 160D-1001(a)(4) provides that “because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development.”

1.5 N.C. Gen. Stat. § 160D-1001(a)(5) provides that “such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.”

1.6 N.C. Gen. Stat. § 160D-1001(a)(6) provides that “to better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments.”

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

ARTICLE II BACKGROUND

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

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

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

2.4 DRH has expressed interest in developing the Property as a multi-phased and multi-use residential subdivision (the “Project”) in a Planned Unit Development (“PUD”) zoning district. DRH intends development of the Project to provide reasonably affordable housing for a broad segment of the homebuyers in the Triad area.

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

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

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

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

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

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

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

ARTICLE III DEFINITIONS

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

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

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

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

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

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

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

3.1.7 Major amendment – a “Major Amendment” is an amendment by mutual consent of the Parties to this Agreement or attachments that requires approval by

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

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

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

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

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

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

ARTICLE IV USES AND DENSITY

4.1 Site-Specific Development Plan. Attached as Exhibit B and as Exhibit B-2 are a Site-Specific Development Plan (“Site-Specific Development Plan” or “Plan”), sometimes referred to in the LDO as “overall site-specific master development plan” or “site-specific master development plan” that illustrate the housing types and intensities in each of the Project’s identified areas. The Town has determined that all necessary elements and requirements in the LDO and any officially adopted plans for a Site-Specific Development Plan and a PUD zoning have been provided. Pursuant to the LDO, the Plan may be modified from time to time as development and construction plans are prepared and submitted to the Town.

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

4.3 Residential Uses.

4.3.1 Types, uses, and locations allowed.

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

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

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

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

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

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

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

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

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

4.5 Density

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

467 acres includes land that may be donated, dedicated, or sold to the Town or to other parties.

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

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

ARTICLE V PUBLIC SERVICES

5.1 Dedication and Acceptance.

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

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

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

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

5.2 Water.

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

the agreements with its Water Suppliers to assure a continuous supply of water for the Project.

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

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

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

5.2.5 Fees. DRH shall be subject to the standard fees charged to all town citizens for water usage and water infrastructure. The Town’s fees are subject to periodic change at times determined by the Town and in the Town’s reasonable discretion; provided that the Town shall not increase infrastructure fees based solely on the Town’s performance of its obligations under this Agreement.

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

5.2.7 Hunt Chase Water Line Loop. Subject to all necessary approvals for construction and use, DRH shall construct at its expense through the property and dedicate to the Town that portion of a water line loop connecting to the existing water line in Hunt Chase Drive and continuing across Guilford College Road to the water line on Parcel No. 159113.

5.3 Sewer

5.3.1 Ownership and Service. The Town owns 8% of the High Point Eastside Wastewater Treatment Plant (“WWTP”) pursuant to an agreement with the City of High Point (“High Point Agreement”). The Town agrees to perform its obligations under the High Point Agreement to assure a continuous supply of sewer service to the Project.

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

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

5.3.4 Capacity and Dedication. The Town represents that it uses approximately 1.1 million GPD at the WWTP. Upon DRH's execution of this Agreement and approval by NCDEQ, the Town will (a) dedicate the Sewer Treatment Capacity sufficient to serve the Project from the WWTP; and (b) reserve the Sewer Treatment Capacity for DRH's use and protect it from competing sources. Subject to the Town's obligations to reserve the Sewer Capacity for DRH, DRH agrees that the Town may and will allocate sewer and/or sewer capacity to other users.

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

5.3.6 Fees. DRH and the residents of the Project shall be subject to the standard fees charged to all town citizens for sewer and sewer infrastructure as published on the Town's fee schedule; provided that the Town shall not increase infrastructure fees based solely on the Town's performance of its obligations under this Agreement.

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

5.4 Utility, Roadway and Building Inspections and Plan Review.

5.4.1 Velocity. DRH has represented to the Town that its business model requires utility, roadway and building inspections to occur at or approximately at the time of construction.

5.4.2 Building Permits. The Town agrees to act in good faith and to issue a Development Clearance Certificate to Guilford County or return it to DRH with complete comments within 9 working days of receipt of building permit applications provided no more than 50 applications from any phase within the Project are submitted within a 7 day period.

5.4.3 Third-Party Inspectors.

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

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

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

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

5.4.5 Utility Design. DRH shall employ North Carolina licensed engineers to design the water and sewer infrastructure (“Water and Sewer Infrastructure”) serving the Project, including, but not limited to, location of tie-in to the outfall, location of cleanouts, size and depth of lines, and materials or approved equal used. All designs and materials or approved equal shall meet the Town’s requirements. Upon review and approval by the Town, DRH shall prepare both the Water System and Extension Application and the Sewer System Extension Applications and timely submit those applications to NCDEQ.

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

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

5.4.8 Improvements. The Town hired Hazen and Sawyer to conduct a study of the Town’s capacity at the WWTP and related sewer facilities. The study made several recommendations, and the Town shall complete the recommended improvements to adequately serve the Project without unreasonable delay of development permits or the issuance of certificates of occupancy.

5.4.9 Other Upgrades. The Town shall reline at its expense portions of the Bull Run Interceptor (Adam’s Farm Outfall) with cured in-place pipe lining from Mackay Road to Guilford College Road on a schedule suitable to the Town in its sole discretion but that does not unreasonably interfere with the Project.

5.4.10 WWTP expansion. The Town shall pay for any necessary expansion of its portion of the WWTP and seek additional capacity at the WWTP as determined to be necessary in the Town's reasonable discretion in a timely manner to adequately serve both the Project and any other users of the utility system.

5.5 Solid Waste.

5.5.1 General service.

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

5.5.1.2 The Town shall provide toters for household waste collection.

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

5.5.2 Recycling.

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

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

5.5.3 Truck upgrades. In consideration of the Town's (1) offer to assist with obtaining right-of-way for Hunt Chase Loop so that DRH can develop up to 500 apartment units; (2) payment of substantial upgrades to 1700 feet of the wastewater infrastructure, which costs are likely to be well in excess of one million dollars; (3) guarantees of Development Clearance Certificates within 9 working days; (4) agreement to raise 11 manholes as identified in the Hazen & Sawyer study; (5) guarantees of plan reviews in 15 working days; (6) agreement to allow vesting for 40 years; (7) accommodated certain modifications of Town standards related to street designs; (8) approved alternate construction materials for infrastructure improvements; (9) waived portions of required external sidewalk improvements; and (10) the Town providing inspections within 7 working days for water mains, sewer mains, storm sewer, roadways and alleyways, DRH shall pay 50% (not to exceed \$235,000) of the purchase price of one automated sanitation truck similar to that which the Town has ordered in 2022, and the Town shall have such automated trucks in service to immediately serve the Project by the first certificate of occupancy. The Town shall order the truck upon recordation of this Agreement and invoice DRH for its portion of the truck's purchase within 30 days of receipt

of the vendor's invoice. The terms of reimbursement shall be 50% of DRH's portion within thirty days of receipt of first invoice, and the remaining 50% within thirty days of issuance of the Project's 100th certificate of occupancy.

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

5.6 Public Safety. DRH acknowledges that the Town does not provide public safety services through its own police force but through an agreement with the Guilford County Sheriff's Department that shall include services for the Project equal to other citizens.

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

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

5.9 U.S. Postal Service.

5.9.1 Cluster boxes may be covered and illuminated.

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

ARTICLE VI RESIDENTIAL ARCHITECTURE AND DESIGN

6.1 Specifications and Guiding Principles.

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

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

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

6.2 Walls.

6.2.1 Application. The design standards in section 6.2 shall apply to all sides of structures except where noted as “along the primary façade,” which shall mean only along the front side of building.

6.2.2 Materials.

6.2.2.1 Foundations. Foundations shall be finished in brick, stucco, or real or synthetic stone. Exposed concrete masonry unit foundation walls may be parged, stuccoed, veneered with brick or stone, and/or covered with siding on furring strips to within 8” of finished grade subject to building code requirements. Poured-in-place smooth finish concrete shall be allowed for slab-on-grade construction, subject to requirements of the Energy Code.

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

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

6.2.3 Configurations and Techniques

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

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

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

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

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

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

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

6.3 Doors and Windows.

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

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

6.3.3 Materials

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

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

6.3.3.3 Garage Doors shall be paneled.

6.3.4 Configurations and Techniques

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

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

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

6.3.4.4 The front of the garage for front-loaded garages shall not extend more than 5 feet from the front wall or, if adjacent to the porch, shall not extend more than 5 feet from the front porch.

6.4 Roofs

6.4.1 Materials

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

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

6.4.1.3 Flashing shall be galvanized metal or aluminum.

6.4.1.4 Overhangs at eaves shall be of sufficient depth to protect the exterior wall below and finished with a closed soffit and appropriate trim. On gable ends, rake boards shall either project or be trimmed and finished to be read independently of gable siding and detailed similarly to the eave condition.

6.4.2 Configurations and Techniques

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

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

6.4.2.3 Eaves shall be continuous with closed soffits.

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

6.5 Signage

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

6.5.1.1 Master Signage Plan:

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

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

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

6.5.1.1.4 Neighborhood Signage Area:

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

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

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

6.5.1.1.6 DRH shall have the right to construct a permanent identification sign for the Project’s Amenity Center. A temporary sign illustrating the Amenity Center design may be erected during Project construction if located outside the Gateway Scenic Corridor.

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

6.5.2 Building Addresses.

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

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

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

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

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

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

6.6 Lighting.

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

6.6.2 Materials

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

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

Duke Energy Fixture – Deluxe Traditional

Duke Energy – Pole Style A

6.6.3 Configurations and Techniques

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

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

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

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

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

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

6.7 Landscaping

6.7.1 Plant Selections.

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

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

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

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

6.7.1.5 Pollinators shall be considered for planting in appropriate locations.

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

6.7.2 Master Landscaping Plan

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

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

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

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

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

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

6.7.2.7 Double-loaded townhome streets shall have a minimum of one (1) understory tree planted within the grass strip approximately every

60 linear feet. All vegetation within rights of way shall be the responsibility of the HOA for maintenance and replacement. A thirty-foot (30') buffer of existing and/or newly planted landscaping materials to create a vegetative screen shall be planted and/or maintained between multi-family and single-family uses. Existing mature trees shall be maintained and protected in this buffer where feasible. Retained canopy trees shall count as planted canopy trees.

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

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

6.7.3 Maintenance

6.7.3.1 Street trees shall be perpetually maintained by the HOA. Trees may only be removed if severely damaged, diseased, or dead. Both removal and replacement with a similar tree within the next appropriate season for planting shall be enforced by the HOA. The HOA's failure to enforce the requirements in this subsection shall result in enforcement by the Town subject to the provisions in LDO Section 23.7.

6.7.3.2 In order to maintain a well-defined planting bed, trees and shrubs planted in yards of single family units, townhomes, and the multi-family area shall be retained and maintained for the duration of this Agreement, subject to enforcement by the HOA.

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

6.8 Open and Recreational Space

6.8.1 Open and Recreational Space Standards. All open and recreational space standards, including location, design, and connection to public street rights-of-way and other dedicated open spaces are illustrated on the Site-Specific Development

Plan. All open space not publicly dedicated to the Town shall be owned and maintained by the HOA.

6.8.2 Type and Location

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

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

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

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

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

6.9 Site-Specific Master Development Plan. The Project shall include a Master Plan developed from the Site-Specific Development Plan to serve as the principal exhibit for assigning regulatory standards within the overall Property. The Site-Specific Master Development Plan may be developed in phases.

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

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

22' Townhome

Center Lot: 22' x 90'

Interior End Lot: 27' x 90'

Corner Lot: 32' x 90'

Setbacks:

Front: 20'
Side: 5' (0' if attached)
Rear: 20'
Corner: 10'

26' Townhome

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

26' Rear Loaded Townhome

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

Detached Rear Loaded

Lot Size: 42' x 105'
Corner Lot: 47' x 105'
Setbacks:
Front: 10'
Side: 5'
Rear: 20'
Corner: 10'

DRH Express/E

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

Horton

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

Freedom

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

Amenity Center

Front Setback: 10'

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

6.10.3 Apartment/Cottage buildings shall have the following setbacks:

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

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

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

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

6.10.7 Portions of the area designated for multi-family shall be permitted to extend into the flood plain and stream buffers, subject to Randleman Lake buffer rules.

Single-family and townhome lots may extend into the flood plains and stream buffers if approved by TRC on a case by case basis.

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

6.11 Multi-Family Exterior Building Materials. Exterior building materials for multi-family structures shall include any of the following: cementitious siding, cast stone, coursed stone, tile stone, limestone, granite, brick, finish textured concrete masonry, glass, painted metal, stucco, pre-cast concrete, architectural metals, wood, decorative glass, decorative tile, composite siding, and form moldings.

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

ARTICLE VII TRANSPORTATION IMPROVEMENTS

7.1 Traffic Impact Analysis

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

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

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

7.2 Streets and Sidewalks

7.2.1 Town Standards.

7.2.1.1 General Standards. All streets and sidewalks shall be built to Jamestown Standard as required by the Technical Standards Manual ("Standards Manual"). Deviations from the Standards Manual shall be permitted as detailed in this Agreement.

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

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

7.2.1.3.1 Street A shall have a minimum 8 inches of aggregate base course ("ABC"), with 2.5 inches of intermediate coarse asphalt and 1.5 inches of surface coarse asphalt with standard 2'-6" curb and gutter.

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

7.2.1.4 Dimensions and Rights-of-Way.

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

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

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

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

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

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

7.2.5 Sidewalks.

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

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

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

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

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

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

7.2.8 Bicycle racks. All non-residential areas and public gathering places shall have bicycle racks equal to 5% of the parking provided for automobiles per LDO §12.7 in number and location as approved by TRC. No bicycle racks shall be required for overflow parking or cluster box areas.

7.2.9 Emergency Access. Access to Hunt Chase Drive shall be for emergency use only and controlled by a locked gate maintained by DRH or its successor in title. The emergency access gate shall have a Knox box approved by the Town and

Guilford County. This access shall not be used for construction except when no other feasible access to the Project is available and then only on a temporary and as needed basis.

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

ARTICLE VIII ENGINEERING AND STORMWATER

8.1 Utilities.

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

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

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

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

8.2 Roadways.

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

8.2.2 Minimum Street Centerline Radii. Street radii shall be consistent with the Town LDO standards or as enumerated in the Technical Standards Manual; provided, however, that local residential streets and alleyways shall permit 90 degree turns as long as the turning radii allow for safe maneuvering of trash trucks.

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

8.3 Water Quality Devices

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

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

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

8.5 Grading and Erosion Control. DRH shall follow Guilford County's requirements for grading and erosion control permitting, fees and bonding. Guilford County shall be the reviewing, permitting, and inspection authority. No tree survey shall be required in connection with the Project.

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

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

ARTICLE IX NON-RESIDENTIAL USE STANDARDS

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

9.2 Exterior Building Materials

9.2.1 Primary facade. Primary facade materials may include cementitious materials, cast stone, coursed stone, tile stone, limestone, granite, brick, finish textured concrete masonry, glass, painted metal, stucco, pre-cast concrete, architectural metals, wood, decorative glass, decorative tile, composite siding, and form moldings. The architectural features, materials, and the articulation of a façade of a building shall be continued on all sides visible from a public street. Slab on grade construction shall be permitted.

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

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

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

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

ARTICLE X

LAWS GOVERNING DEVELOPMENT OF THE PROJECT

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

10.2 Land Development Ordinance, Town Policies, and Other Laws. The Town's current LDO and all Town standards and policies are listed by title and date of adoption on Exhibit F attached. Other Laws applicable to the Project include the adopted PUD zoning Preliminary Schematic Plan, and site specific development plans which are attached to this Agreement as Exhibit B and Exhibit B-1, the illustrative Site-Specific Development Plan attached to this Agreement as Exhibit B-2, and this Agreement (collectively "Laws"). DRH's covenants and restrictions and other rules adopted to govern the Project and its HOA are not considered Laws and may be modified and amended in the sole discretion of DRH, provided that no such covenants, rules, or restrictions shall be inconsistent with this Agreement.

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

10.4 Vested rights.

10.4.1 Duration. Except for the Town's Fee Schedules, which changes from time to time in the discretion of the Town, DRH is vested for the duration of this Agreement under the laws and policies existing at the time of the Agreement, specifically including the laws and policies referenced in paragraph 2 above ("Existing Laws").

10.4.2 Consent Required. Except as expressly provided in N.C. Gen. Stat. § 160D-108(c) or § 160D-108.1(f), no changes, amendments, alterations, expansions,

enhancements, or application of Existing Laws shall apply to the Project without the written consent of DRH.

10.4.3 Change in State or Federal Law. As provided in N.C. Gen. Stat. § 160D-1007(c), in the event State or federal law is changed after this Agreement has been entered into and the change prevents or precludes compliance with one or more provisions of this Agreement, the Parties may modify the affected provisions, upon a finding that the change in State or federal law has a fundamental effect on the Agreement. To the extent that a change in State or federal law has a fundamental effect on the Agreement to the detriment of DRH and amendment of this Agreement is not prohibited by law, the Town agrees that its consent to amendment shall not be unreasonably or capriciously withheld.

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

10.5 Existing Laws Retained. The Existing Laws shall be kept in a permanent file in the Jamestown Town Hall clearly marked "PERMANENT TOWN RECORDS – DO NOT DISCARD OR AMEND. These documents govern the development of D.R. Horton Property until 2062." If DRH has named the Project at the time this Agreement is executed, the Existing Laws may be stored under the Project name. Existing Laws shall also be stored electronically and retained permanently as provided in NCGS Section 132 et seq.

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

ARTICLE XI

ARTICLE 160D-1006 CERTIFICATIONS

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

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

11.3 Permitted uses, densities, placement on the site, and design. Uses and unit counts shall be as listed in Article IV. Placement on the site shall be as illustrated in the Site-Specific Development Plan attached as Exhibit B and Exhibit B-2. Design shall be as described under Article VI (Architecture and Design) and Article X (Non-residential Standards).

11.4 Public facilities, responsibility for construction, dates and schedules of delivery. All provisions in the Agreement related to public facilities, who shall develop and provide the services, the sequences of delivery and who is responsible are described in Article V (Public Services), Article VII (Transportation Improvements) and Article VIII (Engineering and Stormwater). To the extent that the Town has incurred obligations for public services as described in this Agreement, such obligations shall be tied to successful performance by DRH in its development of the Project and meeting its own obligations as described in Article V of this Agreement.

11.5 Land reserved, dedicated or sold for public purposes and provisions for the protection of environmentally sensitive property. Public dedications or acquisitions are described in Article V, Article VII, Article VIII and Article IX. There are no provisions for the protection of environmentally sensitive property other than those required by State and federal law.

11.6 Other protections for health, safety, and welfare. Public safety is further protected by several provisions contained within Article V (Public Services), Article VII, Article VIII and public welfare is further protected by provisions in all Articles.

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

ARTICLE XII MISCELLANEOUS

12.1 Amendment. This Agreement may be amended by the mutual consent of the Parties or their successors in interest. As required by G.S. 160D-1006(e), consideration of a proposed major modification of the agreement shall follow the same procedures as required for initial approval of the Agreement. By the mutual consent of the Parties, the Technical Review Committee shall have the authority to approve minor, administrative amendments to this Agreement and the Site-Specific Development Plan and any other plans approved in connection with the Project as provided herein.

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

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

12.4 Periodic Review. This Agreement shall be reviewed on a regular and routine basis during the development of the Project, including, but not limited to, the submittal of any

site plans or other development plans for public services. Upon buildout, the Agreement shall be reviewed by the Town as reasonably necessary, but not less than once per year, to determine if there are matters of noncompliance that require enforcement.

12.5 Default. In the event one Party believes the other Party is in default, the Parties shall make a good faith effort to negotiate and informally resolve the issues in dispute prior to terminating or modifying this Agreement. In the event of an impasse, the Parties shall make good faith efforts to negotiate and informally resolve the issue in dispute (the "Claim"). A Minor Breach by DRH shall not result in the withholding of permits or other approvals or performance of the obligations on a timely basis. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the notice of default, the Parties agree to submit the claim to mediation pursuant to the following process:

12.5.1 The non-defaulting Party (the "Claimant") shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency providing similar services upon which the Parties may mutually agree.

12.5.2 If the Parties do not settle the Claim within thirty (30) days after initiation of mediation or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. Such notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

12.5.3 If settlement does not occur and mediation is terminated, the Parties may pursue any actions at law and equity permitted under this Agreement or North Carolina law, subject to applicable rights to notice and cure provided for in this Agreement.

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

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

To the Town:
Matthew Johnson, Town Manager
301 E. Main Street
Jamestown, N.C. 27282
mjohanson@jamestownnc.gov

With copies to:

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

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

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

12.7 Entire Agreement. This Agreement and the Laws described in Article XI set forth and incorporate by reference all promises, terms, conditions and understandings between the Town and DRH related to the Property and the Project, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties related to the matters addressed in this Agreement.

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

12.9 Assignment. DRH may assign its rights and responsibilities under this Agreement to subsequent landowners of all or any separable portion of the Project, provided that no assignment of a separable portion of the Project will relieve DRH of responsibility with respect to the remaining portions of the Project owned by DRH. If DRH sells the Project in its entirety and assigns its rights and responsibilities to a subsequent landowner, then DRH shall be relieved of all of its covenants, commitments and obligations hereunder at the time all such covenants, commitments, and obligations pass to DRH's successor.

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

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

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

12.13 Hold Harmless. DRH agrees to and shall hold the Town, its officers, agents, employees, consultants, special counsel and representatives, harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of DRH or their contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project. DRH agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of DRH's actions or omissions in connection with the Project. This hold harmless Agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph. The Town may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, DRH's obligation to indemnify and hold the Town harmless shall not extend to any claims, losses or damages that arise from the acts or omissions of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives as well as any claims, losses or damages arising from the gross negligence or willful misconduct of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

(Seal)



TOWN OF JAMESTOWN

By: Matthew Johnson

Matthew Johnson, Town Manager

ATTEST:

Katie M. Weiner

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

By: Lynn Montgomery

Lynn Montgomery, Mayor

This document is sufficient as to form.

Elizabeth M. Koonce

Elizabeth M. Koonce, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act

Judy Gallman

Judy Gallman, Finance Director

NORTH CAROLINA

Guilford COUNTY

I, Elizabeth T Greeson a Notary Public of the County and State aforesaid, certify that Katie M. Weiner personally came before me and acknowledged that she is the Assistant Town Manager/Town Clerk of the Town of Jamestown, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Town of Jamestown, and that said writing was signed and sealed by her on behalf of the Town of Jamestown by its authority duly given and the said person acknowledged this writing to be the act and deed of the Town of Jamestown.

WITNESS my hand and official stamp (or seal), this the 24th day of January, 20 23.

Elizabeth T Greeson

Notary Public (Signature)

Elizabeth T Greeson

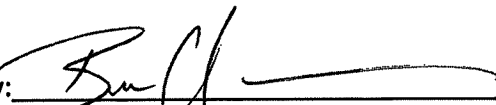
Notary Public (Printed Name)



My Commission Expires: February 20, 2027

SIGNATURE PAGE FOR D.R. HORTON, INC.

D.R. Horton, Inc.

By: Print Name: Ben C. LunnanTitle: Division President

State of North Carolina

Guilford County

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein on behalf of D.R. Horton, Inc., a Delaware corporation, and in the capacity indicated: BEN C. LUNNAN

Date: 1/26/2023


Notary Public

My Commission Expires: 1/28/2023Print Name: Gina K. Motsinger

[Affix Notary Stamp or Seal below]

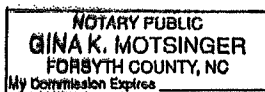


EXHIBIT "A"**Property – Legal Description**

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

Survey Description: Parcel A

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

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

- North 04° 56' 17" East 594.17 feet to a Disk Found;
- along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
- along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
- North 28° 59' 59" East 145.62 feet to a Disk Found;
- North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
- North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence crossing Mackay Road, North 11° 07' 42" East 94.20 feet to the True Point of Beginning being a Disk Found at the intersection at the northern right-of-way line of Mackay

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

4 North 04° 40' 46" West 33.01 feet to a 1/2 Inch Iron Pipe Set;

5 North 33° 57' 12" East 109.13 feet to a Disk Found;

6 North 33° 19' 46" East 50.70 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 3 of Deed Book 6655, Page 621; thence along the southern property line of said Tract 3 of Deed Book 6655, Page 621, South 85° 37' 47" East 715.14 feet to a 1/2 Inch Iron Pipe Set at the western property line of the Jordan Creek Townhomes as shown on Plat Book 184, Page 79; thence along said western property line of the Jordan Creek Townhomes, South 04° 42' 07" West 438.75 feet to a 1/2 Inch Iron Pipe Set at said northern right-of-way line of Mackay Road; thence along said northern right-of-way line of Mackay Road, the following seven (7) courses:

1. North 77° 42' 15" West 13.49 feet to a 1/2 Inch Iron Pipe Set;

2. North 82° 35' 52" West 103.56 feet to a 1/2 Inch Iron Pipe Set;

3. North 83° 23' 22" West 153.14 feet to a 1/2 Inch Iron Pipe Set;

4. along a curve to the right having a radius of 623.36 feet with a chord bearing and distance of North 67° 48' 28" West 327.83 feet to a Disk Found;

5. North 40° 56' 32" West 94.76 feet to a Disk Found;

6. North 48° 56' 48" West 63.68 feet to a Disk Found;

7. North 56° 02' 43" West 98.31 feet to the True Point of Beginning, containing 6.491 acres.

Survey Description: Parcel B

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

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

1. along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;
2. North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;
3. North 01° 40' 29" East 29.54 feet to the True Point of Beginning being a 1/2 Inch Iron Pipe Set; thence continuing along said eastern right-of-way line of Guilford College Road, the following twelve (12) courses:

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

- A. along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;
- B. South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;
- C. South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
- D. along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
- E. along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;

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

- A. South 03° 21' 44" West 2,008.41 feet to a 1 Inch Iron Pipe Set;
- B. South 43° 19' 08" East 395.97 feet to a 1 Inch Iron Pipe Set;
- C. South 66° 52' 20" East 290.22 feet to a point at the northeastern corner of said William Pearce Johnson, III and wife, Bebe Buice Johnson; thence along the northern property line of said William Pearce Johnson, III and wife, Bebe Buice Johnson, South 84° 38' 28" West 1,481.47 feet to the True Point of Beginning, containing 56.650 Acres.

Survey Description: Parcel C

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

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

Survey Description: Parcel D

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

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

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

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

- along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;
- South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;
- South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
- along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
- along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;
- South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the northeastern corner of now or formerly, Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence continuing along said southern right-of-way line of Mackay Road, the following five (5) courses:

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

Survey Description: Parcel E

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

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

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

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

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

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

Survey Description: Parcel F

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

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

(3) courses:

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

thence along the southern and eastern property line of said Johnson, the following two (2) courses:

- South 70° 22' 04" East 1304.11 feet to a 1 Inch Iron Pipe Set;
- North 03° 53' 05" East 1186.00 feet to a point at the southwestern corner of now or formerly TTM Family Limited Partnership, a North Carolina Limited Partnership recorded as Tract 2 in Deed Book 6655, Page 621 and the southern-most corner of now or formerly Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the eastern property lines of said Kathleen R. Johnson the following Two (2) courses:

- North 20° 25' 54" East 210.60 feet to a 1/2 Inch Iron Pipe Set;
- North 03° 53' 05" East 1,760.25 feet to a 1 Inch Iron Pipe Found at the southwestern corner of now or formerly, TTM Family Limited Partnership, A North Carolina Limited Partnership as 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;
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 1/2 Inch Iron Pipe Found at the northwestern corner of Lot 277 of Plat Book 127, Page 71; thence along the western property lines of Lots 277, 278, 279, 280, 281, and 282, South 04° 51' 26" West
- 516.81 feet (crossing a 1/2 Inch Iron Pipe Found at 14.99 feet, 191.96 feet, 270.71 feet, 346.81 feet) to a 1 Inch Iron Pipe Set (a 1/2 Inch Iron Pipe Found North 68° 14' 19" East 0.36 feet off corner) at the northern right-of-way of Hund Case Drive; also being at a northern corner of now or formerly St. Francis Pet Funeral Service and Cemetery, Inc. as recorded in Deed Book 5795, Page 2488 and as Tract 1 of Plat Book 148, Page 16; thence along the western property lines of said St. Francis Pet Funeral Service and Cemetery, Inc., the following five (5) courses:
1. North 85° 48' 50" West 49.64 feet to a 1 Inch Iron Pipe Set;
 2. South 04° 48' 46" West 196.41 feet to a 1 Inch Iron Pipe Set;
 3. South 04° 12' 51" West 45.48 feet to a #4 Rebar Found;
 4. South 86° 03' 30" East 50.17 feet to a Bent #4 Rebar Found;
 5. South 03° 50' 13" West 425.31 feet to a Bent 1" Iron Pipe Found at the northeastern corner of now or formerly The Trustees of Guilford County Technical Community College as recorded in Deed Book 5988, Page 1797; thence along the northern property line of said The Trustees of Guilford County Technical Community College, North 88° 06' 09" West 892.83 feet to the True Point of Beginning, containing 287.789 acres.

Survey Description: Parcel H

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

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

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

- 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:

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 $56^{\circ} 29' 30''$ West 1,266.64 feet (crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 130 at 559.84 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 129 at 660.76 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 126 at 761.68 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 125 at 904.52 feet, and a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 119 at 1,131.47 feet) to a 1 Inch Iron Pipe Found at a northern corner of said Lot 119; thence along the northern property lines of said Lot 119 and Lots 107, 108, 109, 110, 111, 112, 113, 114, 115 and 118 of said Plat Book 128, Page 114, the following seven (7) courses:

1. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $50^{\circ} 48' 07''$ West 131.44 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 118;
2. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $46^{\circ} 46' 02''$ West 75.55 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 115;
3. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $43^{\circ} 10' 22''$ West 108.87 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 114;
4. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $38^{\circ} 59' 15''$ West 105.83 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 113;
5. along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $34^{\circ} 08' 56''$ 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 $30^{\circ} 47' 22''$ West 29.96 feet to a 1 Inch Iron Pipe Found at a northern corner of Lot 112;

North $56^{\circ} 29' 24''$ 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 $39^{\circ} 34' 26''$ East 96.59 feet to a 1 Inch Iron Pipe Set;
2. South $50^{\circ} 25' 34''$ East 20.34 feet to a 1 Inch Iron Pipe Set;
3. North $39^{\circ} 34' 26''$ 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 $42^{\circ} 11' 28''$ East 190.32 feet to a Disk Found;
5. North $50^{\circ} 04' 29''$ East 68.80 feet to a Disk Found;
6. South $70^{\circ} 32' 19''$ East 15.03 feet to a Disk Found;
7. North $72^{\circ} 45' 05''$ 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:

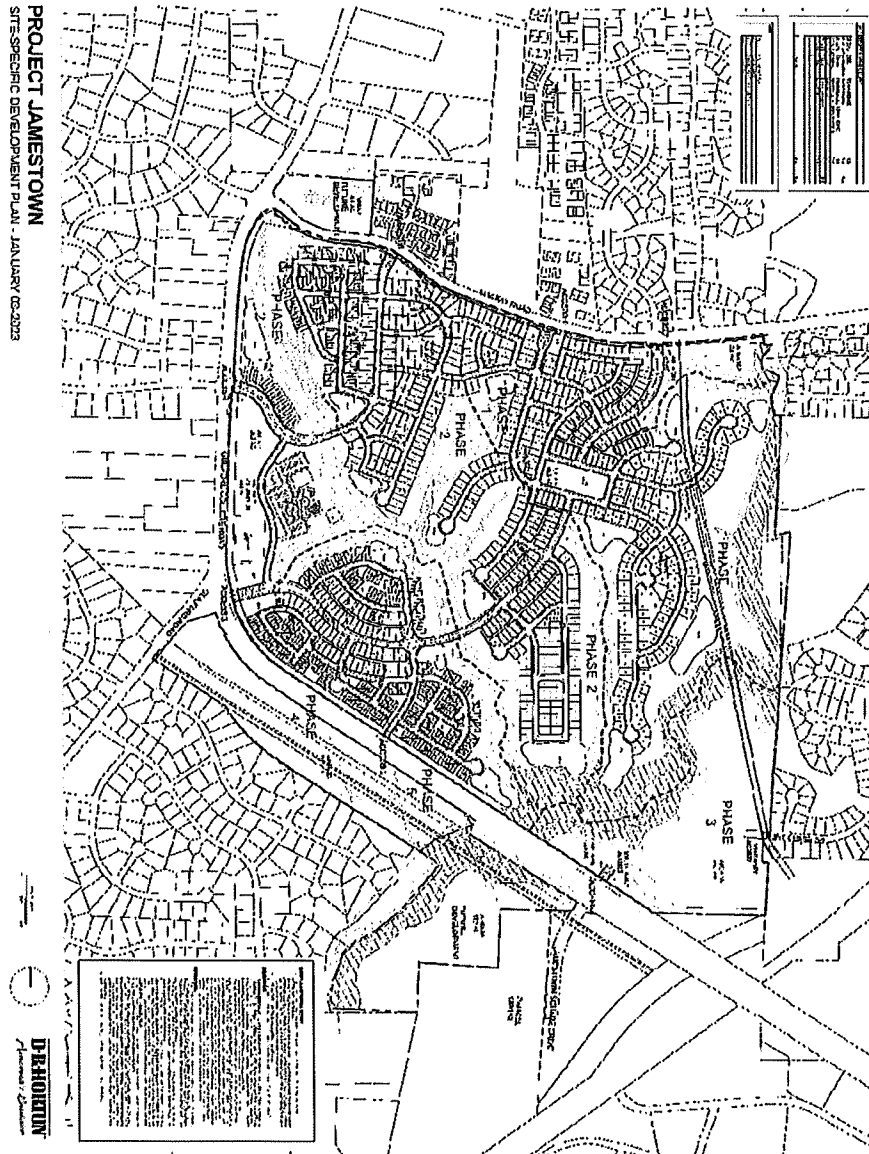
Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 76° 39' 57" West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College 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; along the arc of a curve to the right having a radius of 1,704.09 feet with a chord bearing and distance of North 53° 26' 25" West 239.08 feet to a Disk Found;
- 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**

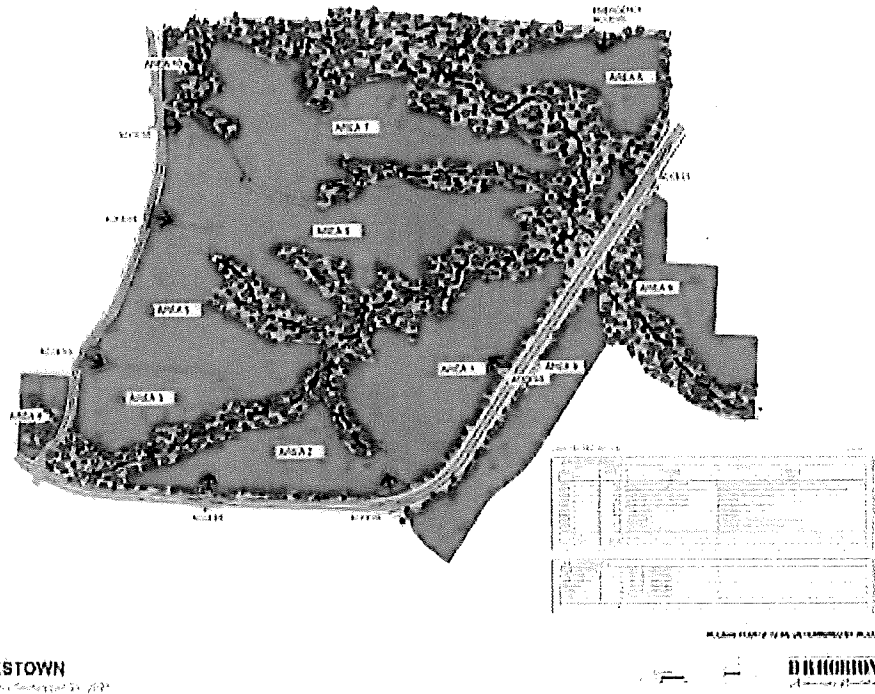
EXHIBIT "B"

Approved Site-Specific Development Plans



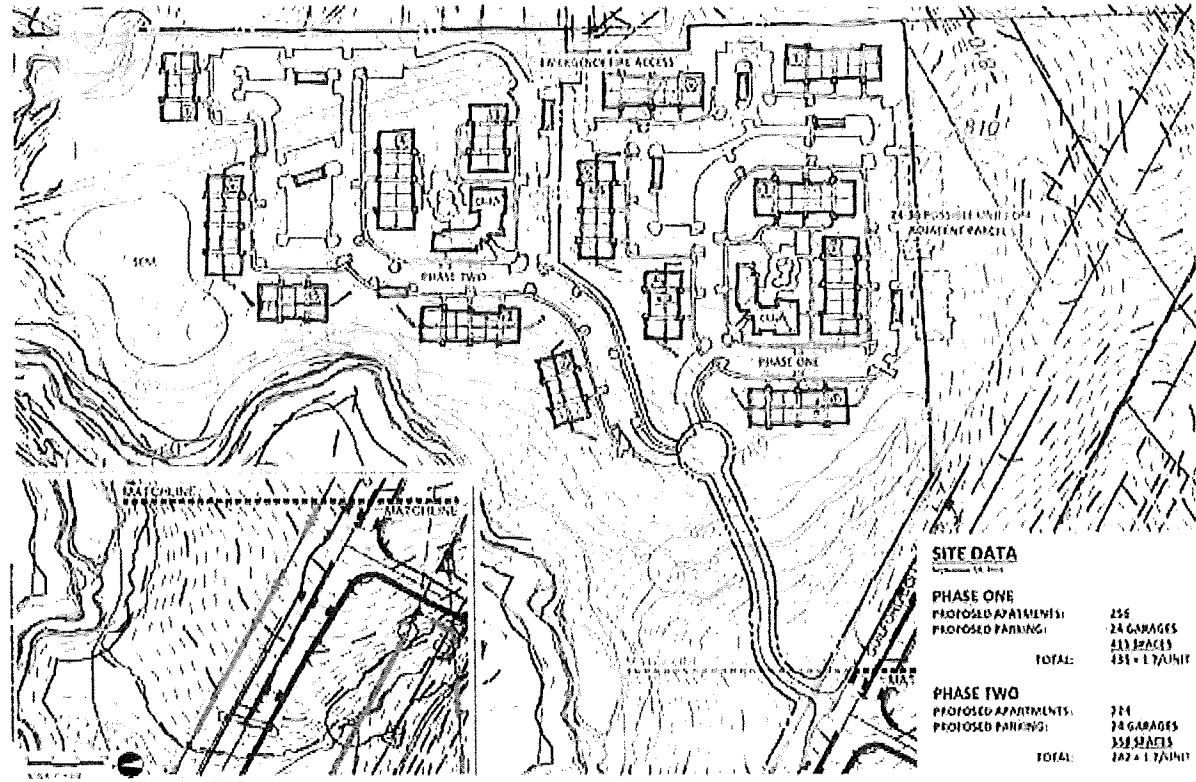
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

EXHIBIT "B-1"



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

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



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

EXHIBIT C
Will Serve Letter

TOWN OF JAMESTOWN

January __, 2023

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

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

Dear Mr. Yoder:

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

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

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

Sincerely,

TOWN OF JAMESTOWN
Matthew Johnson, Town Manager

EXHIBIT D**Rate Schedule for Inspections Fees**

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

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

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

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

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

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

EXHIBIT E**Approved Tree/Shrub (Landscaping) List**

Approved Plants List		Use of any plant not on the Approved Plants List must be approved by the City Arborist				
Canopy Trees						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Abies firma</i>	Japanese fir	No	E	No	40 to 70	Sun
<i>Acer pseudo-platanus</i>	Sycamore maple	Yes	D	No	40 to 60	Sun
<i>Acer rubrum</i>	Red maple	Yes	D	SE	40 to 60	Sun, pt shade
<i>Acer saccharum</i>	Sugar maple - includes subsp <i>floridanum</i>	No	D	SE	50 to 75	Sun, pt shade
<i>Acer x freemanii</i>	Freeman maple cvs: Armstrong, etc.	Yes	D	US	50 to 65	Sun
<i>Aesculus flava</i>	Yellow buckeye	No	D	US	50 to 70	Sun, pt shade
<i>Betula nigra</i>	River birch	No	D	SE	40 to 70	Sun, pt shade
<i>Carpinus betulus</i>	European hornbeam	Yes	D	No	40 to 60	Sun, pt shade
<i>Carya illinoensis</i>	Pecan	Yes	D	SE	70 to 100	Sun, pt shade
<i>Cedrus atlantica 'Glauca'</i>	Blue atlas cedar	Yes	E	No	60 to 100	Sun, pt shade
<i>Cedrus deodara</i>	Deodar cedar	Yes	E	No	40 to 70	Sun, pt shade
<i>Celtis laevigata</i>	Sugarberry	Yes	D	E	60 to 70	Sun
<i>Celtis occidentalis</i>	Hackberry	Yes	D	SE	40 to 60	Sun
<i>Chamaecyparis obtusa</i>	Hinoki falsecypress	No	E	No	50 to 75	Sun, pt shade
<i>Chamaecyparis pisifera</i>	Japanese falsecypress	No	E	No	50 to 70	Sun
<i>Cryptomeria japonica 'Yoshino'</i>	'Yoshino' Japanese Cedar	Yes	E	No	50 to 60	Sun, pt shade
<i>Cupressus arizonica</i>	Arizona cypress	Yes	E	US	30 to 40	Sun
<i>Fagus grandifolia</i>	American beech	No	D	SE	50 to 80	Sun, pt shade
<i>Ginkgo biloba (male)</i>	Ginkgo	Yes	D	No	40 to 70	Sun
<i>Gleditsia triacanthos inermis</i>	Thornless honeylocust	Yes	D	SE	30 to 70	Sun
<i>Gymnocladus dioica</i>	Kentucky coffeetree	Yes	D	SE	60 to 75	Sun
<i>Ilex opaca</i>	American holly	Yes	E	SE	30 to 60	Sun, pt shade
<i>Juniperus virginiana</i>	Eastern redcedar	Yes	E	SE	30 to 40	Sun
<i>Liquidambar styraciflua</i>	Sweetgum	Yes	D	SE	60 to 100	Sun, pt shade
<i>Liriodendron tulipifera</i>	Tuliptree, Yellow poplar	No	D	SE	40 to 100	Sun
<i>Magnolia grandiflora</i>	Southern magnolia	Yes	E	SE	40 to 80	Sun, pt shade
<i>Metasequoia glyptostroboides</i>	Dawn redwood	Yes	D	US	50 to 90	Sun
<i>Nyssa sylvatica</i>	Black gum	No	D	SE	40 to 60	Sun, pt shade
<i>Pinus strobus</i>	White Pine	Yes	F	SE	Varies	Sun
*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants						
*F/D: F = evergreen D = deciduous						

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

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

Understory Trees <i>cont.</i>						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native†	Ht (Feet)	Exposure
<i>Crataegus viridis</i>	Green hawthorne cvs: Winter King, etc.	Yes	D	SE	15 to 20	Sun, pt shade
<i>Cryptomeria japonica</i>	cvs: Sekkan-Sugi, etc.	No	E	No	15 to 30	Sun, pt shade
<i>Cupressus sempervirens</i>	Italian cypress	Yes	E	No	20 to 30	Sun
<i>Halesia carolina, H. tetraptera</i>	Carolina silverbell	No	D	SE	20 to 40	Sun, pt shade
<i>Halesia diptera</i>	Two-winged silverbell	No	D	SE	15 to 30	Sun, pt shade
<i>Ilex cassine</i>	Dahoon Holly	No	E	SE	15-20	Sun, pt shade
<i>Ilex decidua</i>	Possumhaw	Yes	D	SE	20 to 30	Sun, pt shade
<i>Ilex vomitoria</i>	Yaupon holly	Yes	E	SE	20 to 25	Sun, pt shade
<i>Ilex x 'Nellie R. Stevens'</i>	Nellie R. Stevens holly	Yes	E	Hyb-No	20 to 40	Sun, pt shade
<i>Ilex x 'Carolina Sentinel'</i>	Carolina Sentinel holly	Yes	E	Hyb-No	20 to 25	Sun, pt shade
<i>Ilex x attenuata</i>	Ilex cvs: Savannah, Foster, Sunny Foster, etc.	Yes	E	Hybrid - US	20 to 30	Sun, pt shade
<i>Juniperus scopulorum</i>	Rocky Mountain juniper cvs: Blue Haven, Wichita Blue, etc.	Yes	E	US	15 to 40	Sun
<i>Lagerstroemia fauriei</i>	Japanese crape myrtle	Yes	D	No	20 to 30	Sun
<i>Lagerstroemia indica</i>	Crape myrtle	Yes	D	No	15 to 30	Sun
<i>Lagerstroemia indica x fauriei</i>	Crape myrtle cvs: Muskogee, Natchez, Tuscarora, etc.	Yes	D	No	15 to 30	Sun
<i>Magnolia grandiflora dwarf cvs</i>	Little Gem, 'Teddy Bear', etc.	Yes	E	SE	15 to 20	Sun
<i>Magnolia hybrids</i>	Magnolia cvs: Ann, Batty, Judy, Mary Nell, Galaxy, etc.	No	D	No	10 to 30	Sun
<i>Magnolia sieboldii</i>	Oyama magnolia	No	D	No	10 to 20	Partial shade
<i>Magnolia stellata</i>	Star magnolia cvs, etc.	No	D	No	10 to 20	Sun
<i>Magnolia virginiana</i>	Sweetbay magnolia	Yes	E	SE	10 to 60	Sun, pt shade
<i>Magnolia x soulangeana</i>	Saucer magnolia	No	D	No	15 to 25	Sun, pt shade
<i>Malus spp.</i>	Crabapple	Yes	D	Hyb No	15 to 25	Sun
<i>Ostrya virginiana</i>	American hophornbeam	Yes	D	SE	25 to 40	Sun, pt shade
<i>Oxydendrum arborescens</i>	Sourwood	Yes	D	SE	20 to 30	Sun, pt shade
<i>Parrotia persica</i>	Persian Ironwood	Yes	D	No	20 to 40	Sun, pt shade
<i>Picea glauca (dwarf cultivars)</i>	Spruce cvs: Conica, etc.	Yes	E	US	10 to 20	Sun, pt shade
<i>Pistacia chinensis</i>	Chinese pistache	Yes	D	No	25 to 40	Sun
<i>Prunus campanulata</i>	Taiwan cherry	No	D	No	20 to 30	Sun, pt shade
<i>Prunus caroliniana</i>	Carolina laurelcherry	No	E	SE	20 to 40	Sun, pt shade
*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants						
†E/D: E= evergreen D= deciduous						

Understory Trees cont.						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Prunus cerasifera</i>	Purple leaf plum	No	D	No	15 to 25	Sun
<i>Prunus mume</i>	Japanese apricot	No	D	No	10 to 20	Sun, pt shade
<i>Prunus persica</i> (Corinthian hyb.)	Corinthian peach cvs	No	D	No	20 to 25	Sun
<i>Prunus sargentii</i>	Sargent cherry	No	D	No	20 to 40	Sun
<i>Prunus serrulata</i>	Japanese cherry	No	D	No	15 to 25	Sun, pt shade
<i>Prunus subhirtella</i>	Higan cherry	No	D	No	20 to 40	Sun
<i>Prunus x 'Okame'</i>	Okame cherry	No	D	No	15 to 30	Sun
<i>Prunus x blireiana</i>	Blireiana cherry	No	D	No	15 to 20	Sun
<i>Prunus x 'Snow Goose'</i>	Snow Goose cherry	No	D	No	20	Sun
<i>Prunus x yedoensis</i>	Yoshino cherry cvs	No	D	No	30 to 40	Sun, pt shade
<i>Sassaparilla ulmifolia</i>	Sassaparilla	Yes	D	SE	30 to 60	Sun, pt shade
<i>Stewartia pseudocamellia</i>	Japanese stewartia	No	D	No	20 to 40	Sun, pt shade
<i>Styrax japonica</i>	Japanese snowbell	No	D	No	20 to 30	Sun, pt shade
<i>Styrax obassia</i>	Fragrant snowball	No	D	No	20 to 30	Sun, pt shade
<i>Syringa reticulata</i>	Japanese tree lilac	No	D	No	20 to 30	Sun
<i>Thuja occidentalis</i>	Eastern arbutus - Emerald Green, DeGroot's Spire, Techny, etc.	Yes	E	US	10 to 30	Sun
<i>Ulmus alata</i>	Winged elm	Yes	D	No	30 to 40	Sun
<i>Vitex agnus-castus</i>	Vitex chastetree	Yes	D	No	15 to 20	Sun
Shrubs						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Abelia chinensis</i>	Chinese abelia	Yes	D	No	5 to 7	Sun, pt shade
<i>Abelia hybrids</i>	Abelia cvs: Edward Goucher, Little Richard, Rose Creek, Sunrise, etc.	Yes	D	No	Varies	Sun, pt shade
<i>Abelia x grandiflora</i>	Glossy abelia	Yes	D	No	3 to 6	Sun, pt shade
<i>Aesculus parviflora</i>	Rottelnish buckeye	Yes	D	SE	8 to 12	Sun, pt shade
<i>Aronia arbutifolia</i>	Red Chokeberry	Yes	D	E	6-10'	Sun, pt shade
<i>Aronia melanocarpa</i>	Black Chokeberry	Yes	D	E	3-6'	Sun, pt shade
<i>Aucuba japonica</i>	Aucuba	Yes	E	No	6 to 10	Partial shade
*Native Status: US = native to US but not SF SF = native to southeast US Hybrids native by parent plants *E/D: E = evergreen D = deciduous						

Shrubs continued						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Berberis julianae</i>	Wintergreen barberry	Yes	E	No	6 to 8	Sun, pt shade
<i>Berberis koreana</i>	Korean barberry	Yes	D	No	4 to 6	Sun, pt shade
<i>Berberis verruculosa</i>	Warty barberry	Yes	E	No	3 to 4	Sun, pt shade
<i>Berberis x gladi-nensis</i> 'William Penn'	William Penn barberry	Yes	E	Hyb-No	3 to 4	Sun, pt shade
<i>Buxus harlandii</i>	Harland boxwood	Yes	E	No	4 to 6	Sun
<i>Buxus hybrids</i>	Boxwood cvs: Green Mountain, Green Velvet, Wintergreen, etc.	Yes	E	No	2 to 4	Partial shade
<i>Buxus sempervirens</i>	Common boxwood	Yes	E	No	15 to 20	Partial shade
<i>Buxus sempervirens</i> 'Suffruticosa'	English boxwood 'Suffruticosa'	Yes	E	No	2 to 4	Partial shade
<i>Buxus sinica</i> (B. microphylla)	Little leaf boxwood	Yes	E	No	3 to 4	Partial shade
<i>Caulicarpa americana</i>	American beautyberry	Yes	D	SE	3 to 8	Sun, pt shade
<i>Calycanthus floridus</i>	Carolina Allspice	Yes	D	SE	6-12'	Sun, pt shade
<i>Camellia sasanqua</i>	Sasanqua camellia	Yes	E	No	6 to 10	Sun, pt shade
<i>Camellia sinensis</i>	Tea camellia	Yes	E	No	4 to 6	Partial shade
<i>Caryopteris x clandonensis</i>	Blue mist shrub, Blue caryopteris	Yes	D	No	2 to 3	Sun
<i>Ceanothus americanus</i>	New Jersey tea	Yes	D	SE	3 to 4	Sun, pt shade
<i>Cedrus deodara</i> (dwarf cultivars)	Cedar cvs: Snow Sprite, Compacta, etc.	Yes	E	No	Varies	Sun
<i>Cephalanthus occidentalis</i>	Buttonbush	No	D	US	10-Jun	Sun, pt shade
<i>Cephalotaxus harringtonia</i>	Japanese plum yew	Yes	F	No	5 to 10	Partial shade
<i>Clethra acuminata</i>	Sweet Pepperbush	No	D	E	5-7'	Sun, pt shade
<i>Clethra alnifolia</i>	Summersweet cvs: Hummingbird, Sixteen Candles, Ruby Spice, etc.	Yes	D	SF	6 to 8	Sun, pt shade
<i>Cleyera japonica</i>	Japanese Cleyera	Yes	E	No		Partial shade
<i>Cornus amomum</i>	Silky Dogwood	No	D	E	8-10	Sun, pt shade
<i>Corylus americana</i>	American Hazelnut	Yes	D	E	8-12'	Sun, pt shade
<i>Cotoneaster apiculatus</i>	Cranberry cotoneaster	Yes	D	No	3	Sun, pt shade
<i>Cotoneaster dammeri</i>	Rearberry cotoneaster	Yes	E	No	1 to 2	Sun
<i>Cotoneaster microphyllus</i>	Little-leaf cotoneaster	Yes	E	No	2 to 3	Sun, pt shade
<i>Cotoneaster salicifolius</i>	Willowleaf cotoneaster	Yes	E	No	10 to 15	Sun, pt shade
<i>Cytisus scoparius</i>	Scotch broom	Yes	D	No	5 to 6	Sun, pt shade
*Native Status: US = native to US but not SF SF = native to southeast US Hybrids native by parent plants						
*E/D: E= evergreen D= deciduous						

Shrubs <i>continued</i>						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Deutzia gracilis</i>	Slender deutzia cvs: Nikko, etc.	Yes	D	No	3 to 4	Sun, pt shade
<i>Deutzia hybrids</i>	Deutzia cvs: Pink Minor, Strawberry Fields, Magiclan, etc.	Yes	D	No	2 to 4	Sun, pt shade
<i>Distylium hybrids</i>	Distylium cvs: 'Coppertone', 'Vintage Jade', 'Linebacker', etc.	Yes	E	No	2 to 8	Sun, pt shade
<i>Euonymus americana</i>	Strawberry bush	Yes	D	SF	4 to 6	Partial shade
<i>Forsythia x hybrids</i>	Forsythia cvs: Beatrix Farrand, Lynwood Gold, Golden Times, Spring Glory, etc.	Yes	D	No	Varies	Sun, pt shade
<i>Forsythia x intermedia</i>	Border forsythia	Yes	D	No	8 to 10	Sun, pt shade
<i>Fothergilla gardenii</i>	Dwarf fothergilla	Yes	D	SE	2 to 3	Sun, pt shade
<i>Fothergilla major</i>	Large fothergilla	Yes	D	SE	6 to 12	Partial shade
<i>Gardenia jasminoides</i>	Gardenia cvs	Yes	E	No	4 to 6	Sun, pt shade
<i>Hamamelis vernalis</i>	Vernal witchhazel	Yes	D	SE	6 to 10	Sun, pt shade
<i>Hamamelis virginiana</i>	Witchhazel	Yes	E	SE	15 to 20	Partial shade
<i>Hydrangea sp.</i>	Paniculata, macrophylla,	Yes	D	No	2 to 8	Partial shade
<i>Hydrangea arborescens</i>	Smooth Hydrangea, 'Annabelle'	Yes	D	SE	3 to 5	Partial shade
<i>Hydrangea quercifolia</i>	Oakleaf hydrangea & cvs	Yes	D	SE	4 to 6	Sun, pt shade
<i>Hypericum frondosum</i>	St. John's Wort	Yes	D	SE	3 to 4	Sun, pt shade
<i>Hypericum prolificum</i>	Shrubby St. John's Wort	Yes	D	SE	2 to 4	Sun, pt shade
<i>Ilex cornuta</i> cvs.	Holly cvs: Carissa, Burford, Rotunda, Needlepoint, etc.	Yes	E	No	2 to 25	Sun, pt shade
<i>Ilex crenata</i> cvs.	Holly cvs: Hetz, Helleri, Steeds, Soft touch, etc.	Yes	E	No	4 to 10	Sun, pt shade
<i>Ilex decidua</i>	Possomhaw holly	Yes	D	SE	7 to 15	Sun, pt shade
<i>Ilex glabra</i>	Inkberry holly cvs: Shamrock, Nigra, etc.	Yes	E	SE	6 to 8	Sun, pt shade
<i>Ilex latifolia</i>	Lusterleaf holly	Yes	E	No	20 to 25	Sun, pt shade
<i>Ilex verticillata</i>	Winterberry	No	D	F	6 to 8	Sun, pt shade
<i>Ilex vomitoria</i>	Yaupon holly	Yes	F	SF	15 to 20	Sun, pt shade
<i>Ilex vomitoria</i> cvs.	Holly cvs: Nana, Schillings, Katherine, etc.	Yes	E	SE	2 to 5	Sun, pt shade
*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants *E/D: E = evergreen D = deciduous						

Shrubs continued						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Ilex x meservcoca</i>	cvs: China Boy, China Girl, Blue Boy, Blue Girl, etc.	Yes	E	Hyb-No	6 to 8	Sun, pt shade
<i>Ilex x 'Nellie R. Stevens'</i>	Nellie Stevens holly	Yes	E	Hyb-No	15 to 25	Sun, pt shade
<i>Ilex x 'Emily Bruner'</i>	Emily Bruner holly	Yes	E	Hyb-No	15 to 20	Sun, pt shade
<i>Ilex x 'Mary Nell'</i>	Mary Nell holly	Yes	E	Hyb-No	10 to 20	Sun, pt shade
<i>Ilex x koehneana</i>	Koehne holly cvs	Yes	E	Hyb-No	5 to 15	Sun, pt shade
<i>Illicium floridanum</i>	Florida Anise-tree	No	C	SE	6 to 8	Partial shade
<i>Illicium parviflorum</i>	Star Anise	Yes	E	SE	10'-15'	Partial shade
<i>Itea virginica</i>	Virginia sweetspire	Yes	D	SE	3 to 5	Sun, pt shade
<i>Jasminum nudiflorum</i>	Winter Jasmine	Yes	D	No	3 to 4	Sun, pt shade
<i>Juniperus chinensis</i>	Chinese Juniper cvs: Wintergreen, Spartan, Hooks, etc.	Yes	E	No	12 to 50	Sun
<i>Juniperus chinensis (dwarf cultivars)</i>	Chinese Juniper cvs: Procumbens Nana, Borkshire, Sargentii, Hotz, etc.	Yes	E	No	3 to 12	Sun
<i>Juniperus communis</i>	Common Juniper	Yes	E	US	5 to 10	Sun
<i>Juniperus conferta</i> cvs.	Juniper cvs: Blue Lagoon, Blue Pacific, Boulevard, etc.	Yes	E	No	1 to 2	Sun
<i>Juniperus davurica</i> cvs.	Parsons Juniper	Yes	E	No	2 to 3	Sun
<i>Juniperus horizontalis</i>	Juniper cvs: Blue Vase, Blue Chip, Wiltonii, etc.	Yes	E	US	1 to 2	Sun
<i>Juniperus hybrids</i>	Juniper cvs: Saybrook Gold, etc.	Yes	E	Hybrid	Varies	Sun
<i>Juniperus procumbens</i>	Japanese garden Juniper	Yes	E	No	.5 to 1.5	Sun
<i>Juniperus scopulorum (dwarf cultivars)</i>	Juniper cvs: Blue Creeper, Skyrocket, etc.	Yes	E	US	Varies	Sun
<i>Juniperus squamata</i> cvs.	Juniper cvs: Holger, Blue Elf, Calgary Carpet, Blue Star, etc.	Yes	E	No	Varies	Sun
<i>Juniperus virginiana</i> cvs.	Juniper cvs: Blue Mountain, Blue Cloud, Grey Owl, etc.	Yes	E	SE	Varies	Sun
<i>Juniperus x media</i>	Juniper cvs: Seagreen, Old Gold, etc.	Yes	E	Hyb-No	Varies	Sun
<i>Kalmia latifolia</i>	Mountain laurel	Yes	E	SE	4 to 8	Sun, pt shade
<i>Lagerstroemia indica</i> and hybrids	Crape Myrtle cvs: New Orleans, Centennial, Chica, Tonto, Acoma, etc.	Yes	D	No	5 to 15	Sun
<i>Lindera benzoin</i>	Spice bush	Yes	D	SE	6 to 12	Sun, pt shade
*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants						
*E/D: E = evergreen D = deciduous						

Shrubs continued						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Loropetalum chinensis</i>	Loropetalum	Yes	E	No	6 to 12	Sun, pt shade
<i>Loropetalum hybrids</i>	Loropetalum cvs: Plum Delight, Ruby, Fire Dance, etc.	Yes	E	No	4 to 10	Sun, pt shade
<i>Mahonia aquifolium</i>	Oregon grape holly	Yes	E	US	3 to 6	Partial shade
<i>Myrica cerifera</i>	Southern waxmyrtle	Yes	E	SE	10 to 15	Sun, pt shade
<i>Nandina domestica dwarf cvs</i>	Nandina cvs: Firepower, Gulf Stream, Harbor Dwarf, etc.	Yes	E	No	6 to 8	Sun, pt shade
<i>Pinus mugo</i>	Mugo pine cvs	Yes	E	No	1.5 to 10	Sun, pt shade
<i>Physocarpus opulifolius</i>	Ninebark	Yes	D	SE	5 to 10	Sun, pt shade
<i>Picea abies (dwarf cultivars)</i>	Spruce cvs: Little Gem, Pendula, etc.	Yes	E	No	Varies	Sun
<i>Picea pungens (dwarf cultivars)</i>	Colorado Blue Spruce cvs: Globosa, Montgomery, Bakeri, Fat Albert, etc.	Yes	E	US	Varies	Sun
<i>Pinus mugo (dwarf cultivars)</i>	Pine cvs: Pumillo, Mugus	Yes	E	No	Varies	Sun
<i>Pinus nigra</i> cvs.	Austrian Pine cvs: Arnold Sentinel, Monstrosa, etc.	Yes	E	No	3 to 5	Sun
<i>Pinus rigida</i>	Pine cvs: Sherman Eddy, etc.	Yes	E	SE	15 to 20	Sun
<i>Pinus sylvestris (dwarf cultivars)</i>	Pine cvs: Nana, Hillside Creeper, etc.	Yes	E	No	Varies	Sun
<i>Pinus thunbergii (dwarf cultivars)</i>	Pine cvs: Nana, Thunderhead	Yes	E	No	Varies	Sun
<i>Pittosporum tobira</i>	Japanese pittosporum	Yes	E	No	10 to 12	Sun, pt shade
<i>Podocarpus macrophyllus</i> var. <i>maki</i>	Shrubby podocarpus	Yes	E	No	20 to 35	Sun, pt shade
<i>Prunus glandulosa</i>	Flowering almond	Yes	D	No	4 to 5	Sun, pt shade
<i>Prunus laurocerasus</i>	English laurel	Yes	E	No	10 to 18	Sun, pt shade
<i>Prunus x cistena</i>	Purple leaf plum	No	D	No	7 to 14	Sun
<i>Rhaphiolepis hybrids</i>	Hawthorn cvs: Gulfgreen, Cuppertone	Yes	D	No	3 to 6	Sun
<i>Rhaphiolepis x delacourii</i>	Indian hawthorn, Yeddo hawthorn	Yes	E	No	3 to 4	Sun, pt shade
<i>Rhoplaophyllum hystrix</i>	Needle palm	No	E	SE	6 to 8	Sun, pt shade
<i>Rhododendron austrinum</i>	Florida azalea	Yes	D	SE	8 to 10	Partial shade
<i>Rhododendron colendulaceum</i>	Flame azalea	Yes	D	SE	4 to 8	Partial shade
<i>Rhododendron</i> sp.	Encore Azalea	Yes	E	No	3 to 5	Sun, pt shade
<i>Rhus aromatica</i>	Sumac	Yes	D	SE	2 to 6	Sun, pt shade
*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants *E/D: E = evergreen D = deciduous						

Shrubs continued						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Rhus typhina</i>	Staghorn sumac	Yes	D	SE	15 to 25	Sun
<i>Rosmarinus officinalis</i>	Rosemary	Yes	E	No	2 to 4	Sun
<i>Sabal minor</i>	Dwarf palmetto	Yes	E	SE	3 to 5	Sun
<i>Sarcococca confusa</i>	Sweet Box	Yes	E	No	3 to 5	Partial shade
<i>Sarcococca hookeriana</i>	Himalayan sarcococca	Yes	E	No	4 to 6	Partial shade
<i>Sarcococca ruscifolia</i>	Fragrant sarcococca	Yes	E	No	2 to 3	Partial shade
<i>Spiraea cantoniensis</i>	Double Reeves spirea	Yes	D	No	4 to 6	Sun, pt shade
<i>Spiraea nipponica</i> 'Snowmound'	Snowmound spirea	Yes	D	No	3 to 5	Sun, pt shade
<i>Spiraea prunifolia</i>	Bridalwreath spirea	Yes	D	No	4 to 9	Sun, pt shade
<i>Spiraea thunbergii</i>	Thunberg spirea	Yes	D	No	3 to 5	Sun, pt shade
<i>Spiraea x vanhouttei</i>	Vanhoutte spirea	Yes	D	Hyb-No	6 to 8	Sun, pt shade
<i>Vaccinium corymbosum</i>	Highbush Blueberry	No	D	US	6 to 12	Sun
<i>Viburnum acerifolium</i>	Maple-leaf viburnum	Yes	D	SE	4 to 6	Partial shade
<i>Viburnum awabuki</i>	Chindo viburnum	Yes	E	No	10 to 15	Sun, pt shade
<i>Viburnum dentatum</i>	Arrowwood Viburnum	Yes	D	E	6 to 10	Sun, pt shade
<i>Viburnum obovatum</i>	Walter's Viburnum	Yes	E	SE	10 to 12	Sun, pt shade
<i>Viburnum prunifolium</i>	Blackhaw Viburnum	Yes	D	E	12 to 15	Sun, pt shade
<i>Viburnum tinus</i>	Laurustinus viburnum	Yes	E	No	6 to 12	Sun, pt shade
<i>Viburnum x pragens</i>	Pragens viburnum	Yes	E	Hyb-No	8 to 10	Sun, pt shade
<i>Xanthorrhiza simplicissima</i>	Yellowroot	Yes	D	SE	2 to 3	Sun, pt shade
<i>Yucca filamentosa</i>	Adam's needle yucca	Yes	E	SE	2 to 4	Sun
*Native Status: US = native to US but not SF SF = native to southeast US Hybrids native by parent plants						
*E/D: E= evergreen D = deciduous						

DO NOT PLANT THESE

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

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

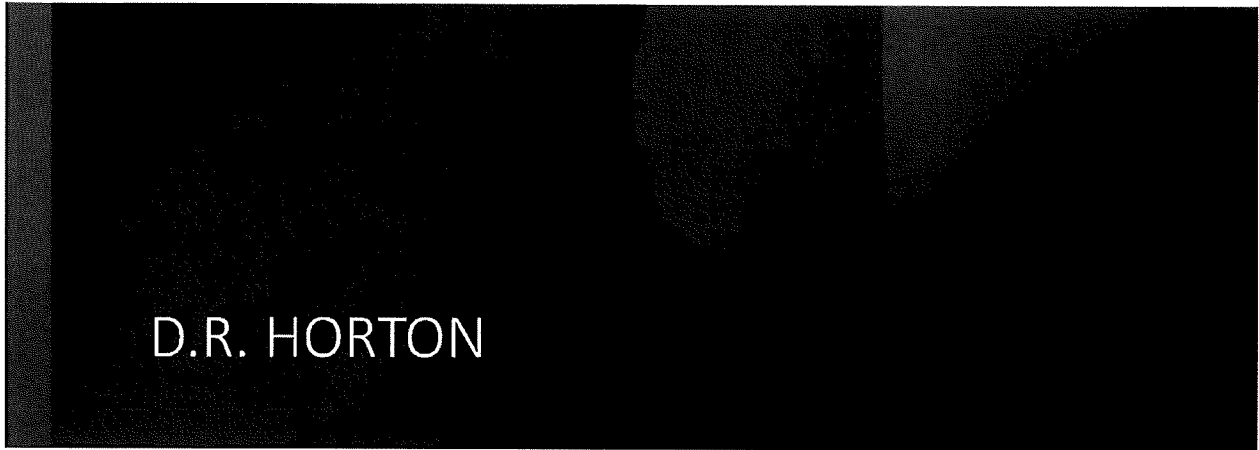
This is just a partial list of invasive non-native plants. Use of any plant not on the Approved Plant List must be approved by the City Arborist.

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

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

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

EXHIBIT G
DR HORTON PRODUCT IMAGES



(Illustrative Product Images)

D-R-HORTON
America's Builder

Horton - Fleetwood



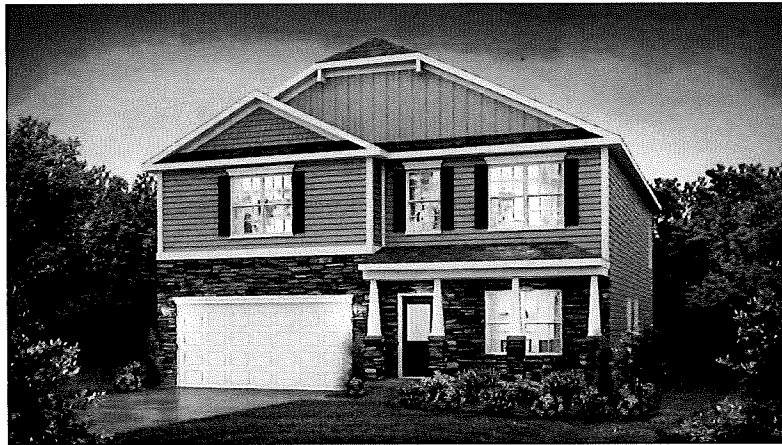
Horton - Hampshire



DRHE/Express - Columbia



DRHE/Express - Wilmington



Freedom - Dover



Freedom - Clifton



Rear Load Single Family - Adams



Rear Load Single Family - Calhoun



22' Townhomes



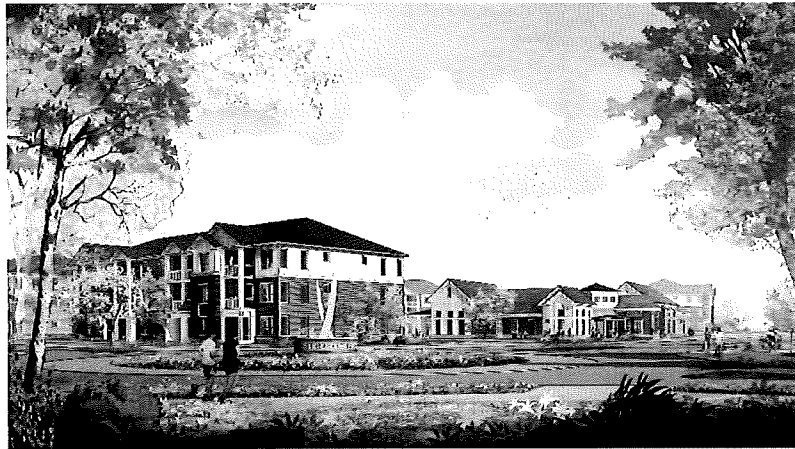
26' Townhomes



26' Rear Load Townhomes



Multi-Family - Apartments



Multi-Family - Cottages/Casitas



EXHIBIT H GUIDING PRINCIPLES

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

GUIDING PRINCIPLES

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

1. Overall Neighborhood Structure

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

2. Internal Connectivity

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

a. Neighborhood to Neighborhood

b. Within Neighborhood (Intersection Spacing)

3. External Connectivity

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

4. Block Size

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

5. Street Design

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

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

b. Relationship of building to street

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

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

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

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

8. Mix of Uses

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

9. Relationship of Project to Larger Community Context

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

10. Architectural Character and Styles

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