

NORTH CAROLINA  
GUILFORD COUNTY

MAIL TO: TOWN OF JAMESTOWN  
PLANNING DEPT.  
PO BOX 848  
JAMESTOWN, NC 27282

UTILITY AGREEMENT AND ANNEXATION PETITION

THIS AGREEMENT entered into this the \_\_\_\_\_, day of \_\_\_\_\_ 20\_\_\_\_,  
by the undersigned property owners, hereinafter called the "Owner(s)" and the Town of  
Jamestown, a body politic and corporate, hereinafter called the "Town";

The Owner(s) names and addresses are:  
Both husband and wife must sign, if applicable.

Full Name: \_\_\_\_\_

\_\_\_\_\_

Complete Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Please mark the service, or services, to which this Agreement applies:

Water       Sewer

**WITNESSETH:**

WHEREAS, the Owners have requested the Town of Jamestown to furnish public water  
or sanitary sewer, or both, to property owned by them, located in Guilford County, and  
described as follows:

Guilford County Tax Map Number: \_\_\_\_\_

Deed Book No.: \_\_\_\_\_ Page No.: \_\_\_\_\_

Street or Road Address: \_\_\_\_\_

\_\_\_\_\_

Subdivision Name: \_\_\_\_\_

Subdivision Plat Book No.: \_\_\_\_\_ Plat Book Page No.: \_\_\_\_\_

Subdivision Section \_\_\_\_\_ Block \_\_\_\_\_, and Lot \_\_\_\_\_

See attached metes and bounds description which description is incorporated herein by  
Reference. (Please complete all applicable areas.)

And;

Whereas, the Town has agreed to furnish the described public services and;

Whereas, the Town has requested certain promises and consideration from the Owners and the Owners desire to give the same in exchange for the described public services;

NOW THEREFORE, in consideration of the availability of public water or sanitary sewer or both, provided by the Town, in addition to those considerations otherwise require by law, the Owners hereby Petition the Town Council of the Town of Jamestown for Voluntary Annexation into the corporate limits of the Town, pursuant to N.C.G.S §160A-31 (contiguous tract) or N.C.G.S §160A-58.1 (Satellite Annexation) whichever is applicable.

In support of their Petition the Owners state that:

1. The undersigned Owners are all of the Owners of the property described herein, together with the Owners of any interest therein, including liens and other instruments of record.
2. (FOR CONTIGUOUS PROPERTY) We the undersigned owners of the described real property request that it be annexed to the Town of Jamestown. The territory proposed to be annexed is now outside, but contiguous to, the corporate limits of the Town of Jamestown. The area is bound as described on the attached description.
3. (FOR NONCONTIGUIOUS PROPERTY) The property proposed to be annexed is now outside the Town of Jamestown. It may, or may not, qualify for immediate annexation. It is understood that to qualify for noncontiguous annexation, it must be within three miles of the primary corporate Town limits of the Town of Jamestown and none of the property must lie closer to the primary corporate limits of another city, town, or village than to the primary corporate limits of the Town of Jamestown (exceptions for Annexation Agreement Lines apply).
4. If the described property does not currently qualify, or if it currently qualifies and for some reason ceases to qualify, for either contiguous, or noncontiguous annexation, this petition shall be considered continuing in nature for all the property until such time as it duly qualifies and is annexed by the Town. It is understood and agreed that the Petition for Annexation will not be withdrawn at any time pending the necessary annexation procedures. The Owners also hereby agree that they will not oppose, or support opposition to, an annexation procedure instituted by the Town which procedure includes any or all of the property described above.
5. The owners agree to pay the appropriate governmental agency (either the Town or Guilford County), if not previously paid, an acreage fee (if required) for water and sewer service immediately prior to the time of annexation. Any utility line assessments, which may have been levied by the County, shall be collected either by voluntary payment or through foreclosure of same by the Town. Following annexation, the property annexed shall receive the same status regarding charges and rates as any other property located inside the corporate limits of the Town of Jamestown.
6. The undersigned hereby declares that, at the time of the filing of this Petition, zoning vested rights have (  ) have not (  ) (check one) been established on this property pursuant to N.C.G.S §160A-385.1 or N.C.G.S §153A-344.1 (These vested rights exist only if a Site Specific Plan has been approved following a public hearing.)

The owners further agree that they will not Petition another town, village, or municipality for annexation and that such a Petition, whether made prior to or after the signing of this Agreement, will be considered a breach of this Agreement. Upon annexation of the described property, or any part thereof, into a city, town, village, or other municipal body, which does not have a current water and sewer agreement with the Town of Jamestown, water and/or sewer service will be terminated to the property until such time as a bilateral municipal agreement becomes effective.

Upon breach of the Agreement, either by withdrawal of the Petition for voluntary annexation or voluntarily petitioning for annexation into another town, village, or municipality, or being annexed into a municipal body which has no water and sewer services provided hereby to all, or part, of the property described above and the owners, successors in interest, tenants, lessees, or licensees of the property shall have no claim for damages, or other relief, as a result of such termination.

It is the intent of the parties to this Agreement that the Town will furnish the described public utility services to the described property and that the property, in its entirety, shall be annexed into the Town either immediately, or when statutory conditions for annexation are met and the Town, in its sole discretion determines that annexation is appropriate.

The conditions contained herein attach to, and shall run with, the described real property. This agreement is binding upon the heirs, assigns, transferees, and successors in interest of owners and shall, upon execution, be recorded in the Office of the Register of Deeds of Guilford County, North Carolina. The owners hereby warrant that they are the sole owners of the described tract, have full unencumbered title thereto, and have the right to enter into this Agreement and to make the representations given herein.

The designation of "Owner" as used herein shall include said party, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

Signed and sealed the day and year first above written.

OWNERS

\_\_\_\_\_  
(Name of Company) L.L.C.

By: \_\_\_\_\_ (SEAL)  
Manager

(Seal) TOWN OF JAMESTON

By: \_\_\_\_\_  
Director of Public Services

ATTEST: \_\_\_\_\_  
Town Clerk

FOR PLANNING DEPARTMENT USE ONLY:

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_

FOR PUBLIC SERVICES DEPARTMENT USE ONLY:

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_ (LLC)

NORTH CAROLINA  
GUILFORD COUNTY

I, \_\_\_\_\_, a Notary Public for said County and State do hereby certify that \_\_\_\_\_, Manager of \_\_\_\_\_ L.L.C., a limited liability company, personally came before me this day and acknowledged the execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Official Seal)

\_\_\_\_\_

Notary Public

\_\_\_\_\_

Printed or Typed Name of Notary

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
GUILFORD COUNTY

I, \_\_\_\_\_, a Notary Public of North Carolina certify that \_\_\_\_\_, personally came before me this day and acknowledged that she/he is Town Clerk of the Town of Jamestown, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Public Services Director, sealed with its corporate seal, and attested by herself/himself as its Town Clerk.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Official Seal)

\_\_\_\_\_

Notary Public

\_\_\_\_\_  
Printed or Typed Name of Notary

My Commission Expires: \_\_\_\_\_

PROCEDURES/INSTRUCTIONS TO COMPLETE  
A UTILITY AGREEMENT AND ANNEXATION PETITION

1. Obtain a copy of the appropriate agreement from the Public Services Department. Customized forms, based on the type of ownership of the property at the time the agreement is signed, are available for individuals, corporations, partnerships, limited liability companies, and powers of attorney. The correct agreement must be signed and delivered to the Town to be recorded.
2. Petition for all the property, not for parts of it.
3. The first page must be filled out as completely as possible.
  - A. Enter the date the agreement was signed.
  - B. Print the full name(s) of the owner(s).
  - C. Print the complete mailing address of the owner(s).
  - D. Circle the appropriate service(s) you are requesting. It can be water and sewer, water only, or sewer only.
  - E. Provide as much information as possible on the description of the property. This information can be obtained from the deed, survey map, or recorded plat.
4. On the second page, paragraph #6, you must check whether or not the property has zoning vested rights. These vested rights exist ONLY if a site-specific plan has been approved through a special process that includes a public hearing
5. On the third page the owner(s), senior official of corporation (President, Vice President), Trustees of a church, or General Partner of a partnership must sign on the appropriate lines. For a corporation, the secretary must attest the senior official's signature and place the corporate seal as indicated.
6. The Notary acknowledgement at the top of the fourth page must be used to notarize the owner's signature(s). For a corporation, inform the notary that they are notarizing the secretary's signature that she/he is attesting the senior official's signature.
7. **Attach a description of the property, which includes the actual distances, metes and bounds. A written description, survey map, or copy of the recorded plat may be used. If more than one of these is available, submit them both. Maximum size for a survey map or plat is 8 ½" x 14".**
8. Send the complete Utility Agreement and Annexation Petition to the following address:

Town of Jamestown  
Planning Department  
PO BOX 848  
Jamestown, NC 27282

NOTE: To expedite the process, you may hand deliver the Agreement and Petition to the Planning Department at 301 E. Main St.
9. **The owner is responsible for the cost to record each agreement. Please check with Guilford County Register of Deeds for fee schedule. The check for the recording fee must be made out to the Guilford County Register of Deeds. If the plat attached to the agreement is a copy of one that has already been recorded, it will not be recorded again or charged for.**
10. The water meters will not be set or connections installed before this agreement is signed and recorded. If you need further information, please call the Town of Jamestown at 336-454-1138.