Town of Beaufort, NC
701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session Meeting
4:00 PM Monday, April 25, 2022
Train Depot- 614 Broad Street
Beaufort, NC 28516

Call To Order

Roll Call

Agenda Approval

Public Comment

Items for Discussion and Consideration

1. FY 2022 Audit Contract
2. Minutes- April 11, 2022
3. Voluntary Annexation- Certificate of Sufficiency; Fix a Public Hearing Date on Question of Annexation
4. Code Enforcement
5. Case # 22-09 Preliminary/Final Plat - 146 Gibbs Court
6. Final Plat – Beaufort East Village Phase I
7. Case # 19-19 Site Plan - Compass Hotel - 18 Month extension request/Re-approval
8. Sewer Allocation Request- Proposed Compass Hotel
9. Comprehensive and CAMA Land Use Plan
10. NCDEQ-DWI Spring 2022 Applications
11. Grant Project Budget Ordinance – Federal American Rescue Plan Act 2021
12. Financial Notes

Mayor/Commissioner Comments

Closed Session

1. Pursuant to NCGS 143-318.11 (a) (3)

Adjourn

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Board of Commissioners
Work Session Meeting
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: FY 2022 Audit Contract

BRIEF SUMMARY:

As requested, Marcie Spivey, Partner with Martin Starnes and Associates is here to discuss any questions the Board may have about the contract and the annual audit. The town appreciates the opportunity to hire the firm for the annual audit.

The FY 2022 audit contract and engagement letter with Martins Starnes and Associates are attached. The cost of the FY 21 audit was $27,035. The fees for the FY 2022 audit will be $29,035. This fee aligns with the three-year agreement submitted by the firm. The $2,000 increase is due to the single audit fee that will be required due to federal funding received.

REQUESTED ACTION:

Approve the contract for the FY 2022 audit.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

No

CONTRACT TO AUDIT ACCOUNTS

The

Governing Board
Board of Commissioners

of

Primary Government Unit
Town of Beaufort, NC

and

Discretely Presented Component Unit (DPCU) (if applicable)
N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and

Auditor Name
Martin Starnes & Associates, CPAs, P.A.
Auditor Address
730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Audit Report Due Date
06/30/22	10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit’s governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor’s presentation to the government unit’s governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Christi Wood	Finance Director, Town of Beaufort	c.wood@beaufortnc.org

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Town of Beaufort, NC
Audit Fee	$ See engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ See engagement letter
Writing Financial Statements	$ See engagement letter
All Other Non-Attest Services	$ N/A
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 20,276.25

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 0.00

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2021

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* Amber Y McGhinnis
Date* 03/14/22	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Town of Beaufort, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Sharon Harker, Mayor	Signature*
Date	Email Address s.harker@beaufortnc.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Christi Wood, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* c.wood@beaufortnc.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

KWH Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield
212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217 FAX

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
"A Professional Association of Certified Public Accountants and Management Consultants"

March 14, 2022

Christi Wood, Finance Director
Town of Beaufort
PO Box 390
Beaufort, NC 28516

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Beaufort, NC, as of June 30, 2022, and for the year then ended, and the related notes, which collectively comprise the Town of Beaufort's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Local Government Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Town of Beaufort's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Beaufort's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and in accordance with *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town of Beaufort's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
4. For including the auditor's report in any document containing basic financial statements that indicates that such financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work (if applicable);
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present

the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of the Town of Beaufort. However, we will provide advice and recommendations to assist management of the Town of Beaufort in performing its responsibilities.

The Town of Beaufort's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- This nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the Town of Beaufort's basic financial statements. Our report will be addressed to the governing body of the Town of Beaufort. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Town is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.
Our fees for these services are as follows:

Audit Fee	$	23,110
Financial Statement Drafting		3,925
Single Audit Fees (if applicable)		2,000
	$	29,035

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Beaufort's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

If we determine that we are required to perform a single audit in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, and these procedures and related fees were not included in our quoted fees, we may amend our audit contract and supplemental bill for these additional procedures.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will

discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $75-$300 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Beaufort by:

Signature: _____

Title: _____

Date: _____

Town of Beaufort, NC

701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516 252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session Meeting
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Minutes

REQUESTED ACTION:

Review draft minutes of the April 11, 2022 Regular Meeting; place on items of consent for May 9th Regular Meeting.

SUBMITTED BY:

Elizabeth Lewis, Town Clerk

BUDGET AMENDMENT REQUIRED:

No

Town of Beaufort, NC
701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Regular Meeting
6:00 PM Monday, April 11, 2022
Train Depot, 614 Broad Street
Beaufort, NC 28516
Minutes

Call to Order

Mayor Harker called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Harker invited all to join in reciting the Pledge of Allegiance.

Roll Call

Elizabeth Lewis, Town Clerk, called the roll.

PRESENT:

Mayor Harker
Mayor Pro Tem Hagle
Commissioner Cooper
Commissioner Hollinshed
Commissioner Oliver
Commissioner Terwilliger

Agenda Approval

Commissioner Cooper made a motion to amend the agenda, adding an item to address abandon homes throughout Town, specifically regarding the property at 104 Chestnut Drive.

Mayor Harker suggested it be placed under items for discussion and consideration, as number two.

Commissioner Hagle made a motion to approve the agenda as amended.

The motion carried unanimously.

Public Comment

Partha Howell, 101 Chestnut Drive, voiced concerns regarding a neighboring home located at 104 Chestnut Drive. She explained the dilapidated house had been abandoned for years and was an eye sore. She gave some background on the property, shared ordinances, and noted the yard was overgrown with rodents occupying the home. She indicated initial correspondence about the issue began between her family and the Town in September of 2019; suggesting it was time for a solution.

Janet Woodward, 2217 Lennoxville Road, shared April 27th was a very special birthday for one of Beaufort's citizens, Violet Bailey. She informed the group Ms. Bailey would be turning 98 years old, and requested the Town send her birthday wishes recognizing the milestone. She suggested moving forward, it would be nice for the Town to recognize birthdays of citizens 90 years and better.

Presentations

1. U.S. Army Corps of Engineers- Dredging Update

   Brennan Dooley and Todd Horton, from the United States Army Corps of Engineers (Wilmington District) gave a joint presentation on dredging in relation to Beaufort and surrounding areas; discussion topics focused on current conditions, funding, and upcoming dredging schedules.

   A copy of the documents presented is attached and incorporated as part of these minutes.

   The Board of Commissioners were able to ask questions after the presentation and discussion ensued. No action was taken.

Manager Report

Todd Clark, Town Manager, shared there was a Board Training scheduled for April 22, 2022 at the Train Depot. He discussed other important upcoming dates and presented the budget calendar. He highlighted recent happenings within each department, a summary is listed below. He also shared a Power Point presentation recapping the recent Board of Commissioners Retreat; a copy of the presentation is attached and incorporated as part of these minutes.

- **Public Services**: Performed review of the 30 percent complete plans for the proposed high-rate wastewater effluent infiltration. Participation in a virtual project scoping meeting with representatives from various NC regulatory agencies. Utilities staff and Assistant Town Engineer completed visual inspections, operational tests, and pump capacity verification assessments of Sewer Pump Station number 22 and 23. Continued work to repaint parking lines, numbers and crosswalks in the downtown business area. Staff made provisions for the planting of 18 trees during Arbor Day, May 29th. Staff coordinated and sold surplus items; sales totaling $9,125. Public Works staff completed remodeling and upfit of the Town Hall kitchen. Staff completed the preparation of the splash pad equipment for the upcoming season.

- **PIO/Parks & Events**: Updates to the Town's Emergency Response Plan. Preparing materials for Hurricane Awareness month in May. Assisting the Police Department in preparation of a new Community Watch program called, Dog Walker Watch. Planning an Arbor Day celebration and Big Sweep clean-up. Working with event organizers & coordinating staff for multiple upcoming events, which can be found on the Town website. Research/design of park signage and wayfinding signage.

- **Police**: Received traffic safety equipment purchased through a no-match grant ($21,000); the equipment includes a radar trailer with board and two portable speed limit/data tracking signs. Staff has been in preparation for an annual firearms training, set to be conducted next week.

- **Fire**: Staff reported upfit construction on station 2 continued and is still on track to be completed by late May 2022. The new fire engine for the rural district is currently being built. Staff is reviewing and working to update the Hurricane Plan with key staff employees. AEDs have been purchased and placed in Public Works and Public Utilities; all Town Facilities now have one.

- **Planning & Inspections**: Staff reported the CAMA Land Use Plan & Resilience Plan is set to be presented at the April 18, 2022 Planning Board meeting. In conjunction with the Engineering Department, Planning staff is working to complete the draft ADA Plan.

Items of Consent

1. Minutes
2. NCLM Voting Delegate

Commissioner Hagle made a motion to approve the items of consent.

The motion carried unanimously.

Items for Discussion and Consideration

1. NCDEQ-DWI Spring 2022 Applications

Greg Meshaw, Town Engineer, explained the applications required the board adopt a resolution for each one, to be able to apply for funding. He shared the funding would cover projects for the Wastewater Pump Stations Replacement, Wastewater Collection System Rehabilitation and Water Distribution System Improvements. He explained for the Wastewater Pump Stations Replacement, the Town would apply for preconstruction (design) funds which have a cap of $400,000; for the construction Wastewater and Water Projects, the Town would apply for construction funding only which has a cap of $5,000,000.

Commissioner Terwilliger voiced his concerns regarding the transfers between the utility fund and the general fund, noting it had been a significant amount the past few years. He questioned if the Town had the back up documentation necessary to prove all the transfers were going directly to expenses allocatable to the provision of services for those two areas.

Mr. Clark explained that there was a methodology explaining what made up the transfers; and while he was not prepared to get into those details, it would be part of the budget process.

Mr. Meshaw added the submission deadline for the applications was May 2, 2022.

Commissioner Hagle asked Mr. Clark for an overview of the process.

Mr. Clark explained the methodology is generally developed to determine what the appropriate and justified expenses are to the general fund. He shared the process happens across the State of North Carolina, for any municipality that operates a water and sewer fund.

Commissioner Hollinshed pointed out the numbers were in line with what the Local Government Commission recommends, as far the reimbursement amounts.

Commissioner Oliver shared similar concerns as Commissioner Terwilliger, noting when broken down by department, he did not think the transfer amount listed in the 2021 Audit was a reasonable representation of the cost and expenses to the sewer operations fund. He suggested there be more time to review and research the topic before asking Mr. Clark to sign off on the documents. He added he was in favor of applying for the grants and meeting the May 2nd deadline.

Commissioner Cooper made a motion to move the item to the April 25th Work Session meeting, in order to give Mr. Clark an opportunity to clarify the questions regarding the transfers.

The motion carried unanimously.

2. Abandon Properties in Town

Mayor Harker initiated discussion on the abandon properties located throughout Town. She specifically addressed the property at 104 Chestnut Drive.

Commissioner Hagle suggested having an item on the April 25th Work Session meeting, to allow time for the attorney and staff to gather information regarding the code enforcement process.

Commissioner Hollinshed agreed with Commissioner Hagle's suggestion, adding there were legal aspects to consider.

Commissioner Terwilliger suggested the public was looking for a plan that addressed the concerns of houses like the one at 104 Chestnut Drive.

Commissioner Cooper shared there were quite a few properties around Town that were being neglected, adding something needed to be done about those homes. He suggested rodents often occupy abandoned homes, noting specific incidents at 104 Chestnut Drive.

Commissioner Oliver requested a specific review of the Town's ordinances in advance of the upcoming Work Session; he noted that seeing the rules and having suggestions moving forward would be helpful. He suggested looking at surrounding Town's to see what kind of ordinances and rules they followed regarding these types of situations.

Mayor Harker offered her understanding in the matter, reminding the group there are legal processes that must take place. She notified the neighbors along Chestnut Drive the Town and legal staff were working to resolve the issue.

Commissioner Cooper added that U.S. Department of Housing and Urban Development (HUD) was involved with the property, sharing he had spoke with somebody regarding the need for the yard to be cut.

Commissioner Oliver said he would like to see the statue related to the issue.

Arey Grady, Town Attorney, explained there were different ways to approach these types of properties; noting that there was a public nuisance statue that the Town could employ, minimum housing standards to consider, and pointed out the building inspector has separate statutory authority in many cases. He reminded the group when embarking on this line of work, property owners are entitled to due process, which can often lead into a lengthy procedure. He suggested staff be prepared to highlight the opinions for the board to consider at the next meeting, under the guidance of the Town's legal team.

Mayor Harker suggested addressing areas that could be fixed quickly, such as mowing the grass.

Commissioner Hollinshed made a motion to revisit the topic at the next work session meeting, with ordinances in hand and opinions to move forward to resolve the issue at 104 Chestnut Drive, as well as future situations regarding abandon homes.

The motion carried unanimously.

Public Hearing

1. Zoning Text Amendment - Duplexes as a Permitted Use in the TR Zone

   Commissioner Hagle made a motion to open the floor for a Public Hearing.

   The motion carried unanimously.

   Kyle Garner, Planning Director, presented the proposed Zoning Text Amendment. He explained Fred & Joyce McCune submitted a Text Amendment request to modify Section 8B & Table 8-8 of the Land Development Ordinance to allow duplexes as a permitted use by right in TR District and remove duplexes as a Special Use in the TR District. He provided background, sharing duplexes were made Special Uses in the 2013 update to the Land Development Ordinance; they were previously permitted as two-dwelling units in the previous ordinance under the Office & Institutional Zoning District. He noted at the March 21, 2022 Planning Board Meeting, the item was unanimously recommended for approval.

   Joyce McCune, 608 Ann Street, explained the request was submitted in efforts to make several properties she owned conforming uses in the area.

   Commissioner Hollinshed made a motion to close the Public Hearing.

   The motion carried unanimously.

   Commissioner Hagle made a motion to approve the Zoning Text Amendment as presented.

   The motion carried unanimously.

Mayor/Commissioner Comments

Commissioner Terwilliger suggested exploring early warning systems for weather, given the recent severe storms in the area. He explained these could be siren based to alert residents when a weather-related warning was issued.

Commissioner Hagle noted it was great to see the work done on Turner Street. He also thanked MR. Meshaw and Mr. Clark for pursuing grant funds for projects around Town. He ended by giving a safety message on distracted driving.

Commissioner Hollinshed gave a big thanks to Beaufort Garden Club for a recent donation of $3,000 to install irrigation at Topsail Park.

Commissioner Cooper shared April was sexual assault awareness month; he participated in a recent walk to raise public awareness of the issues. He suggested placing the monthly newsletter around town, specifically at the Beaufort Housing Aut[illegible].

Commissioner Oliver referenced several past items, requesting an update on each; these items include construction on the Goddette property, utility bill collection efforts, covenants associated with the DEQ loans. He shared his hopes for a positive July 4th holiday for the Town of Beaufort.

Mayor Harker reminded the group the Beaufort Farmers Market will begin their season on April 16th at 9:00 a.m. She also thanked Our State Magazine for their organizing and inspiring a featured story on Beaufort, which allowed for many visitors in the area. She also thanked Robert Kurns, Public Information Officer at USDA Rural Development- North Carolina, who asked Beaufort to participate in a project featuring the highlighted main street areas. She also shared Beaufort's Bonehenge Whale Center was now doing tours and noted it was a very educational program.

Closed Session

1. Pursuant to NCGS 143-318.11 (a) (3)

   Commissioner Hagle made a motion to go into closed session.

   The motion carried unanimously.

Adjourn

Commissioner Hagle made a motion adjourn the meeting at 9:50 p.m.

The motion carried unanimously.

_____

Sharon Harker, Mayor

_____

Elizabeth Lewis, Town Clerk

QUARTERLY LONG-TERM MOA USER'S GROUP MEETING

Brennan Dooley
Shallow Draft Navigation Project Manager

Todd Horton
Chief of Waterways Management

Wilmington District
Date: 11 April 2022

US Army Corps of Engineers®

AGENDA

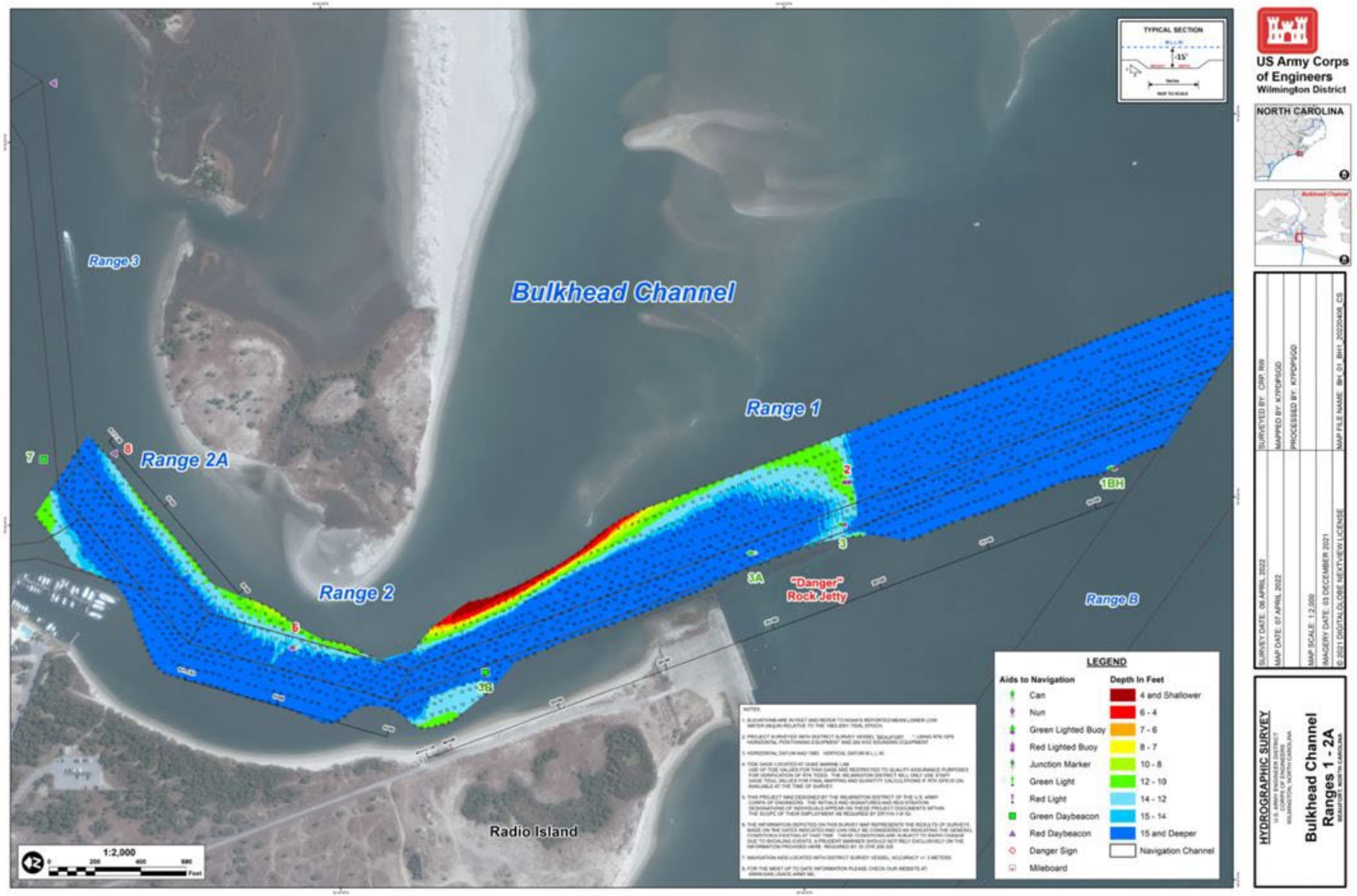
- Introductions
- Current Conditions
- IIJA Funding
- Dredging Schedule
- Questions / Open Discussion

CURRENT CONDITIONS

US Army Corps of Engineers®

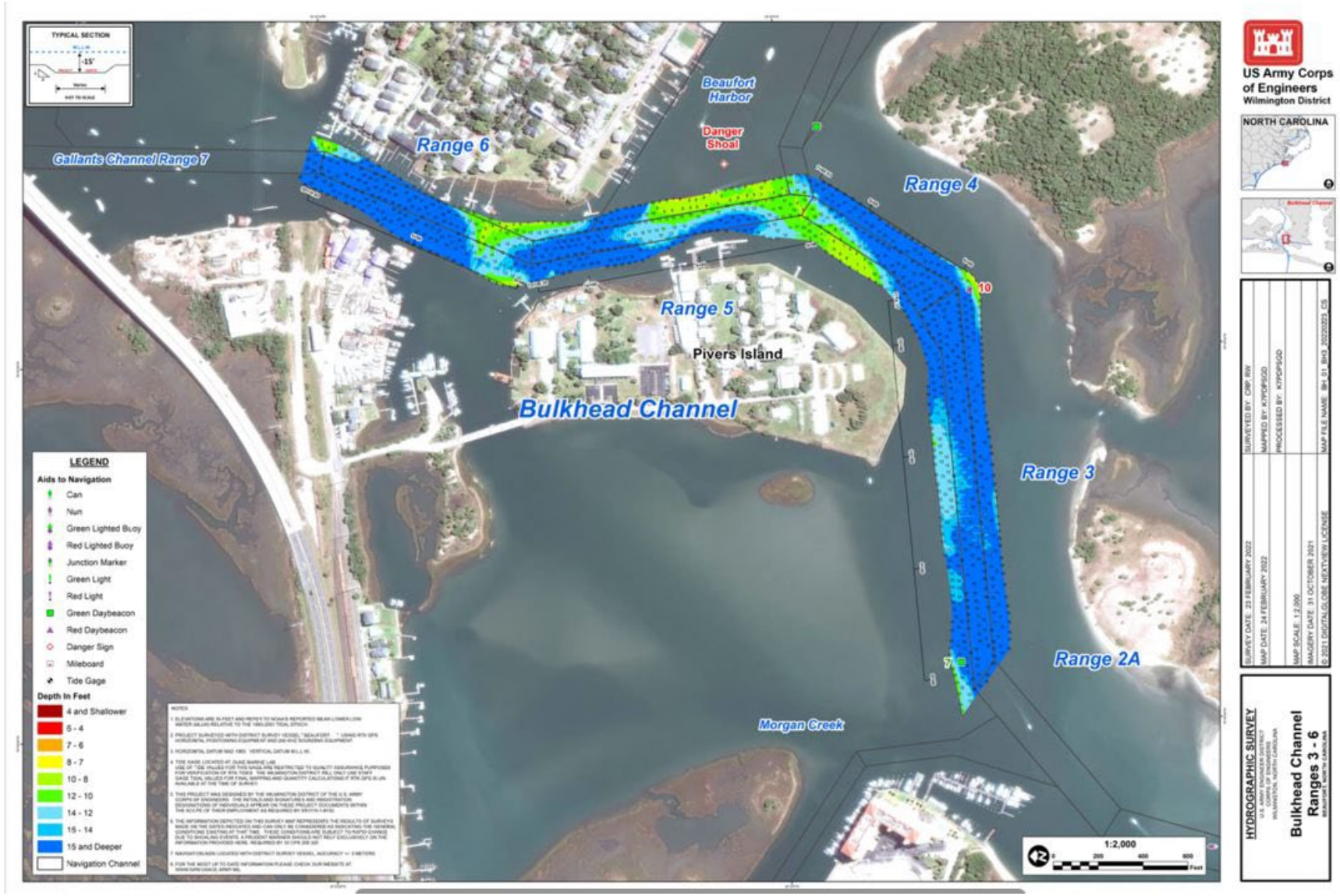
BULKHEAD CHANNEL, RANGE 1-2A

APRIL 6, 2022



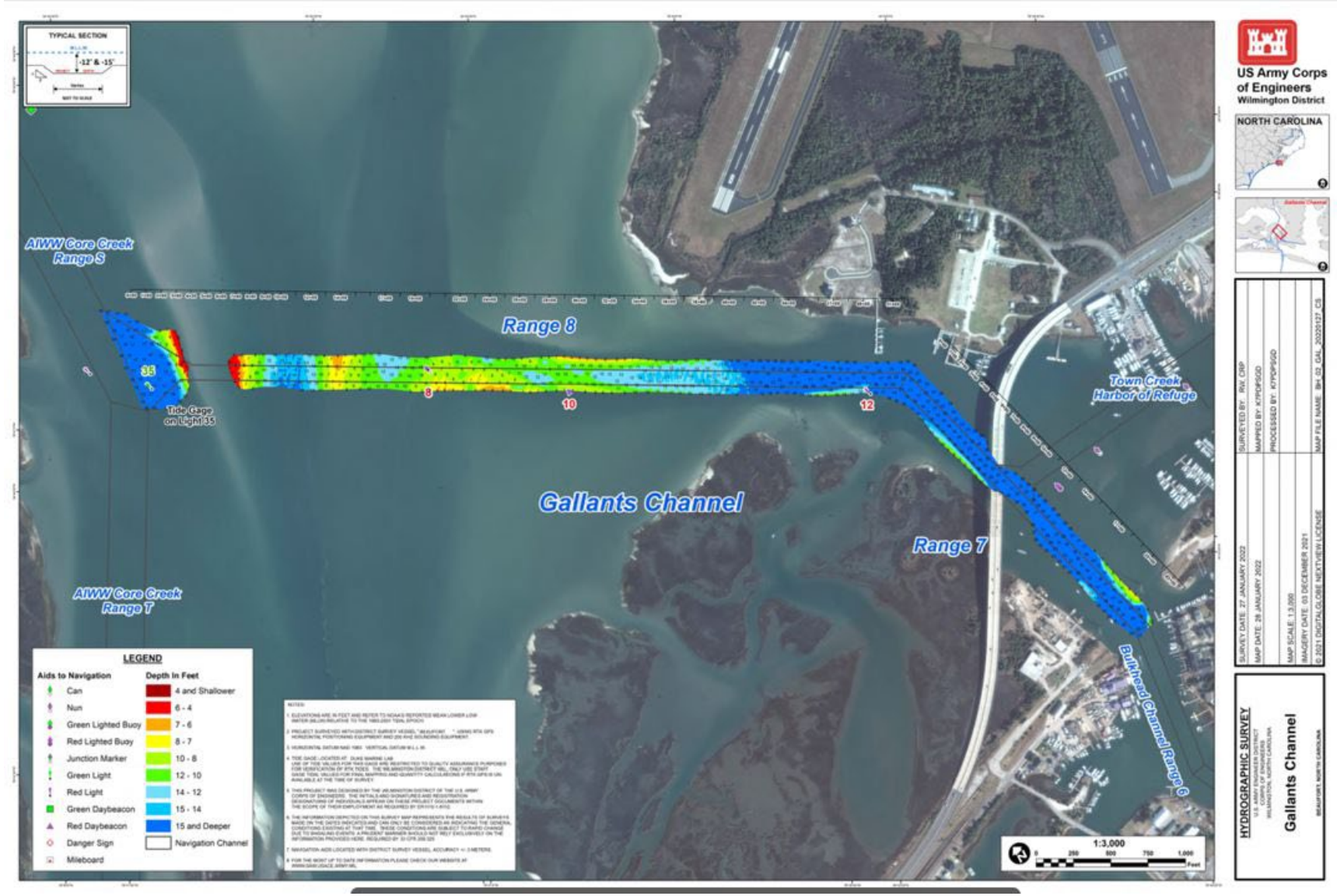
BULKHEAD CHANNEL, RANGE 3-6

FEBRUARY 23, 2022



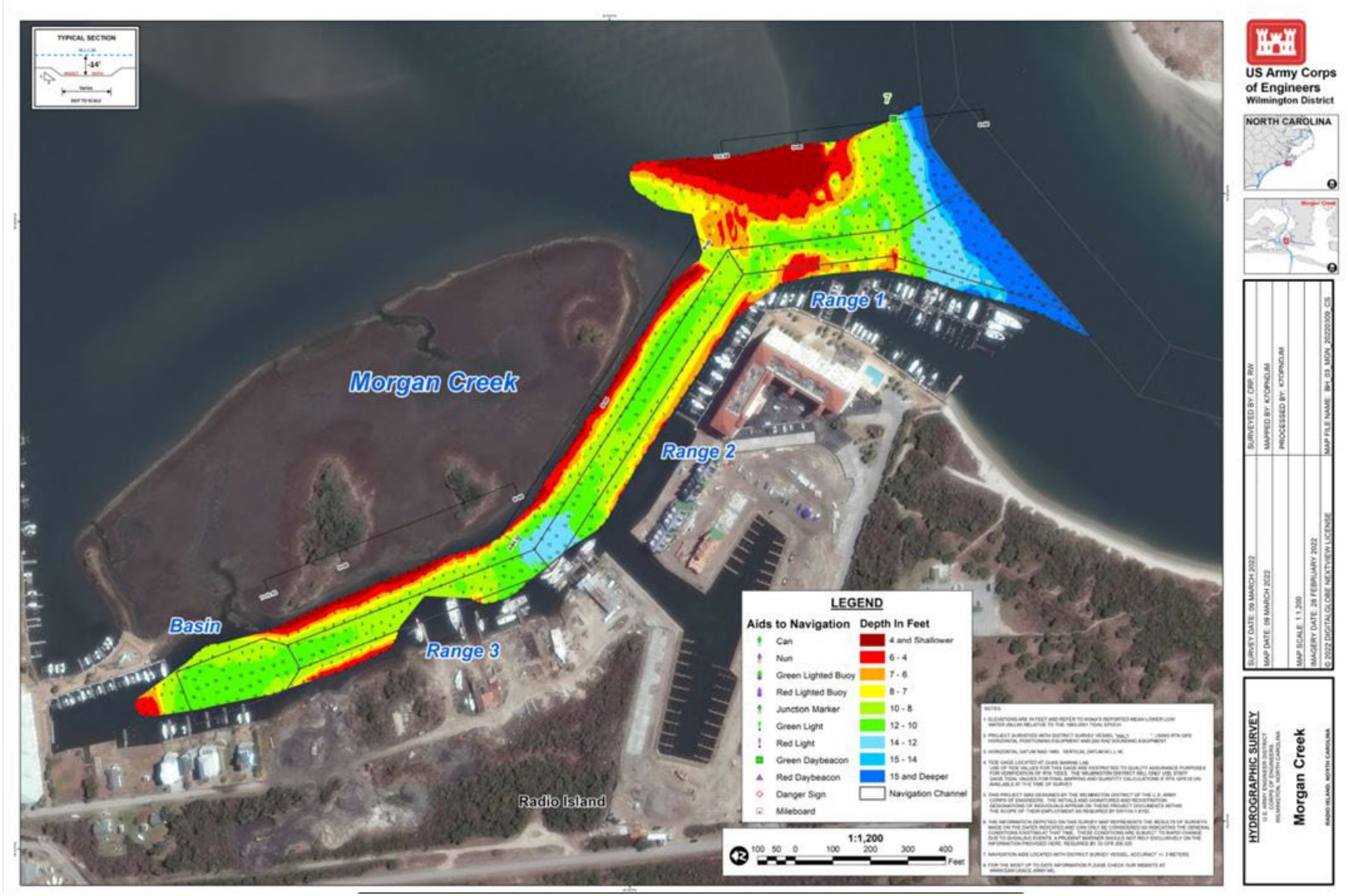
GALLANTS CHANNEL

JANUARY 27, 2022



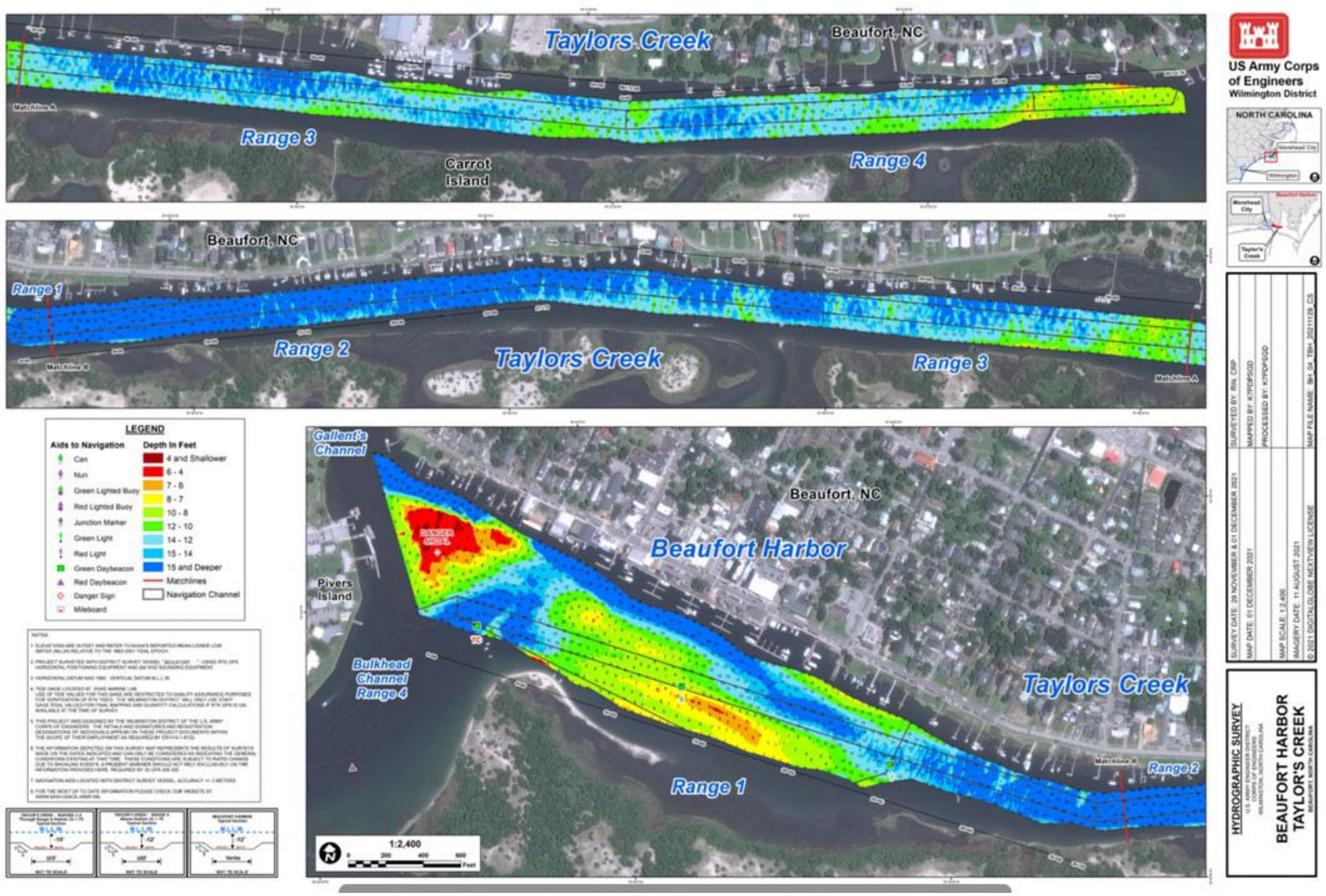
MORGAN CREEK

MARCH 9, 2022



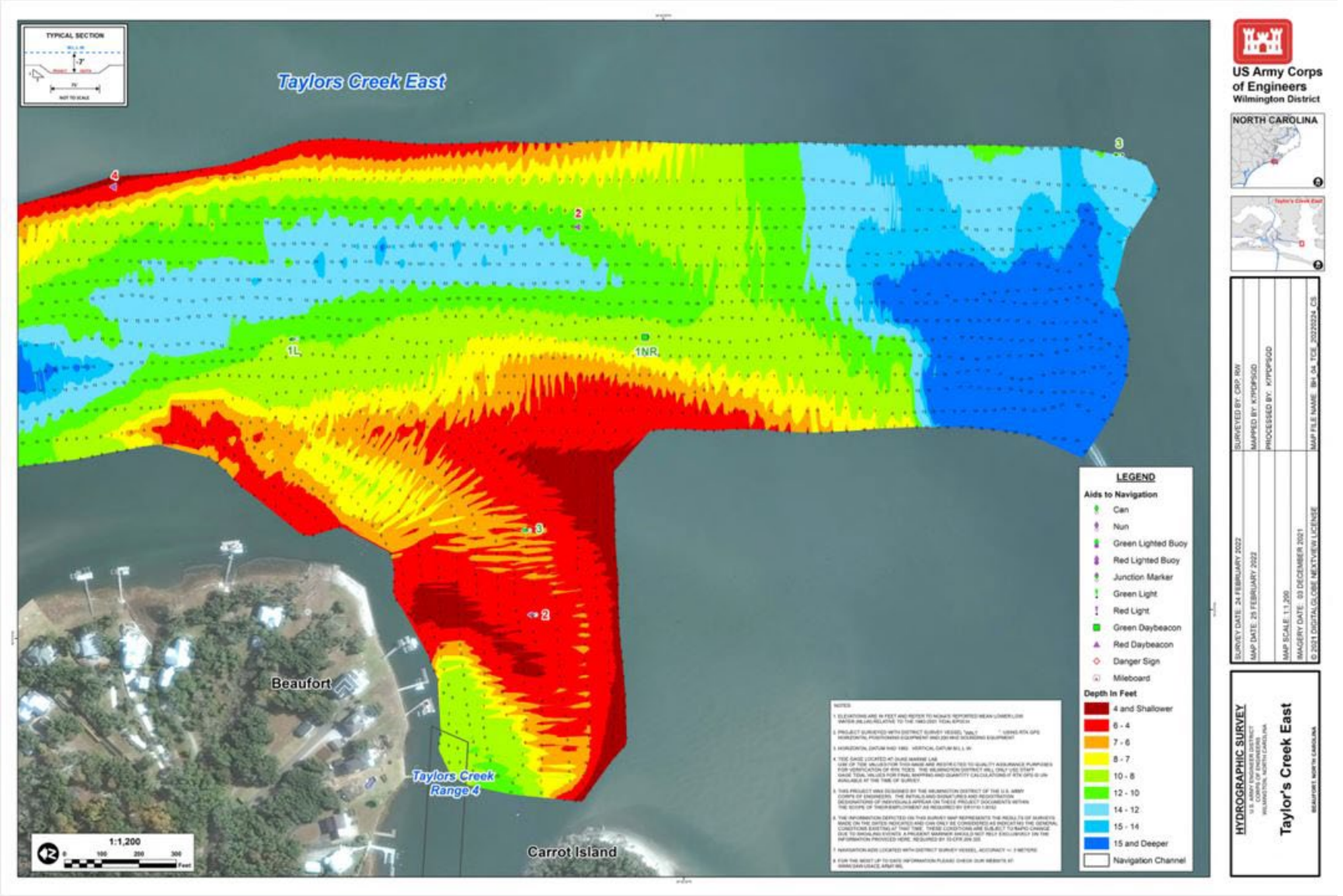
TAYLORS CREEK

DECEMBER 2021



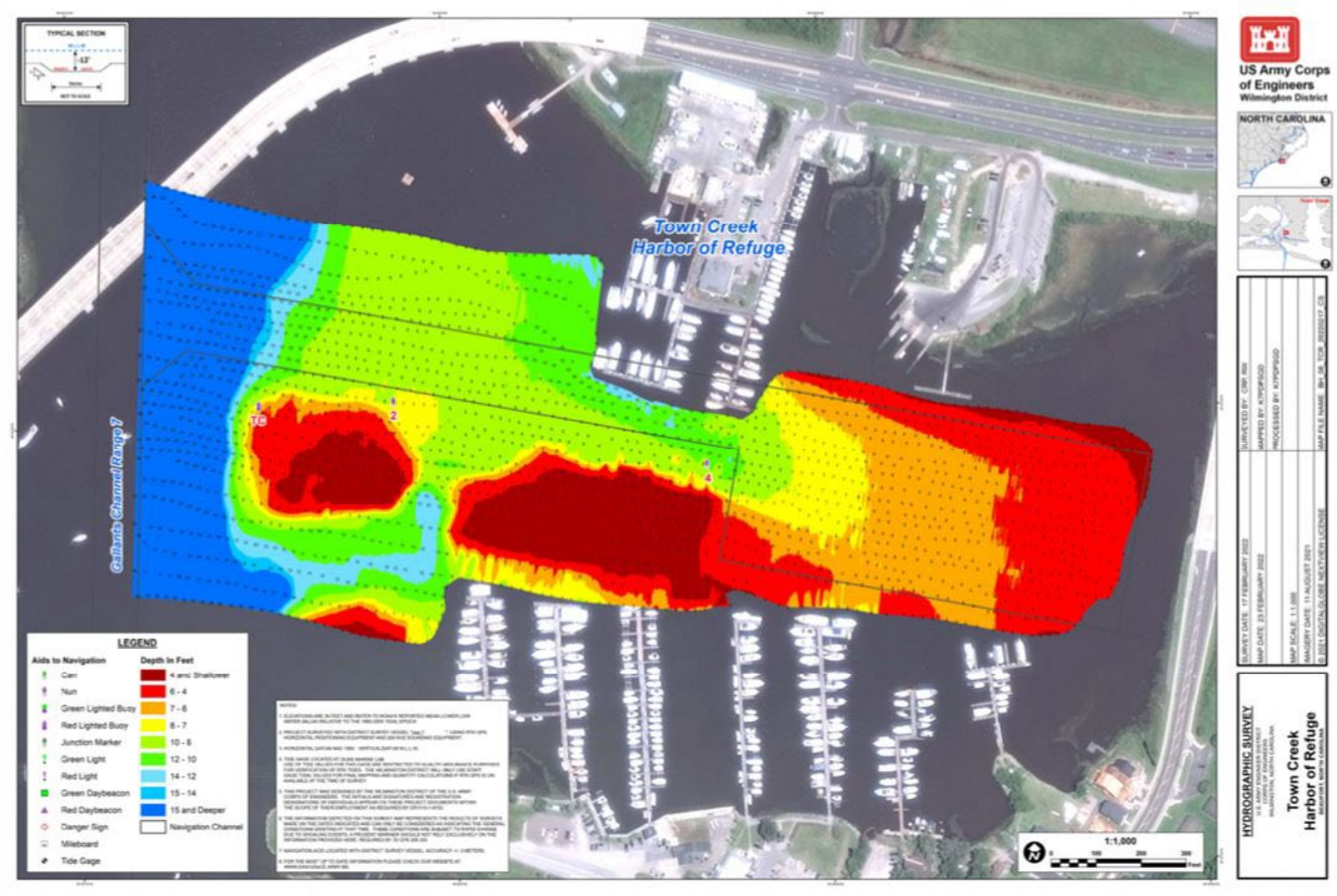
TAYLORS CREEK - EAST

FEBRUARY 24, 2022



TOWN CREEK

FEBRUARY 27, 2022



FY22 INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FUNDING

Work Package	Amount
Beaufort Harbor - Maintenance Dredging - Government Plant	$500,000
Beaufort Harbor - Surveys	$20,000
WW Connecting Pamlico Sound and Beaufort Harbor - Taylors Creek/Wainwright - NEPA	$75,000

MOA Balance as of April 11, 2022 - $94,000

GOVERNMENT DREDGE RATES & SCHEDULES

Joen Petersen
Chief of Floating Plant
Wilmington District

US Army Corps of Engineers®

WILMINGTON DISTRICT DREDGE FLEET

- *National asset*
- *Varied capabilities*
- *Beneficial use of dredged material*
- *No industry equivalent*

CORPS DREDGE VESSEL RATES

Effective October 1, 2021

MURDEN - $1,900 per hour

CURRITUCK - $1,500 per hour

MERRITT - $1,708 per hour

SNELL - $1,667 per hour

*****Minimum 10-hour day for scheduling purposes*****

Government Plant
Tentative 30-Days Out Schedule

Bulkhead Channel Maintenance Dredging scheduled for July 2022 (MURDEN)

Currituck:

Present – JUL 2023	Shipyard - Ensley Repair Yard (CEMVM)

Merritt:

2 – 19 APR 2022	Dare County (South Ferry Channel), NC (CESAW)
17 – 28 APR 2022	Sloop Channel, NC (CESAW)
TBD	Carolina Beach Inlet, NC (CESAW)

Murden:

3 - 17 APR 2022	Cape May, NJ (CENAP)
18 APR – 1 MAY 2022	Green Harbor, MA (CENAE)

Snell:

18 – 22 APR 2022	Vibracore (CESAJ)
23 – 30 APR 2022	Vibracore (CESAW)

Brandy Station (Snell Replacement Vessel (FY23)):

TBD	Arrive in Wilmington

QUESTIONS ??

WILMINGTON DISTRICT
POINTS OF CONTACT

Brennan Dooley
Shallow Draft Navigation Project Manager
(910) 251-4916
brennan.j.dooley@usace.army.mil

Jeremy Smith
Chief of Navigation
(910) 251-4822
jeremiah.l.smith@usace.army.mil

Todd Horton
Chief of Waterways Management
(910) 251-4067
james.t.horton@usace.army.mil

Joen Petersen
Chief of Floating Plant
(910) 251-4983
joen.a.petersen@usace.army.mil

TOWN OF BEAUFORT

APRIL 11, 2022

Board of Commissioners Annual Retreat – March 10th and 11th Strategic Plan

Six Priorities:

- Finish Infrastructure Planning with Timelines
- Budget and Finance
- Waterfront
- Facilities
- Managed Growth
- Five Year Plan

Strategic Plan
Priority 1
Finish Infrastructure Planning
Establish Timelines

- Goal 1A: Implement the Gateway Plan
- Goal 1B: Develop a timeline around communication that includes staff, costs and schedule
- Goal 1C: Develop a comprehensive project list with timelines and identified funding

Strategic Plan
Priority 2
Budget and Finance

- Goal 2A: Complete an analysis of sewer rates that focuses on surplus revenue, transfers, and reserves.
- Goal 2B: Enhance the town's capacity to identify, bid on, procure, and track grants
- Goal 2C: Revisit stormwater fees
- Goal 2D: Initiate a comprehensive review of the town's assets and liabilities

Strategic Plan Priority 3 Waterfront

- Goal 3A: Replace the bulkhead
- Goal 3B: Decide who will manage the harbor by the end of 2023
- Goal 3C: Act on recommendations from the Harbor and Waterways Advisory Committee

Strategic Plan
Priority 4
Facilities

- Goal 4A: Complete a space analysis for Police, Public Works and Town Hall and separate community meeting facility

Strategic Plan
Priority 5
Managed Growth

- Goal 5A: Create opportunity for future growth through wastewater treatment strategies including, but not limited to, an effort to amend the State approved methodology in calculating daily residential and domestic sewage volumes
- Goal 5B: Pursue a mixture of land uses to encourage a balance between residential and commercial growth.
- Goal 5C: Work with the Carteret County Economic Development Commission to address work force, housing and commercial deficiencies in Beaufort and within the County
- Goal 5D: Review and update, as needed, zoning ordinances that affect affordable housing while working with the Beaufort Housing Authority
- Goal 5E: Encourage ideas and opportunities for minority businesses to locate in Beaufort

USDA-Funded Utilities Project

Town of Beaufort

USDA Funding Applications (Water, Sewer & Stormwater)

Program

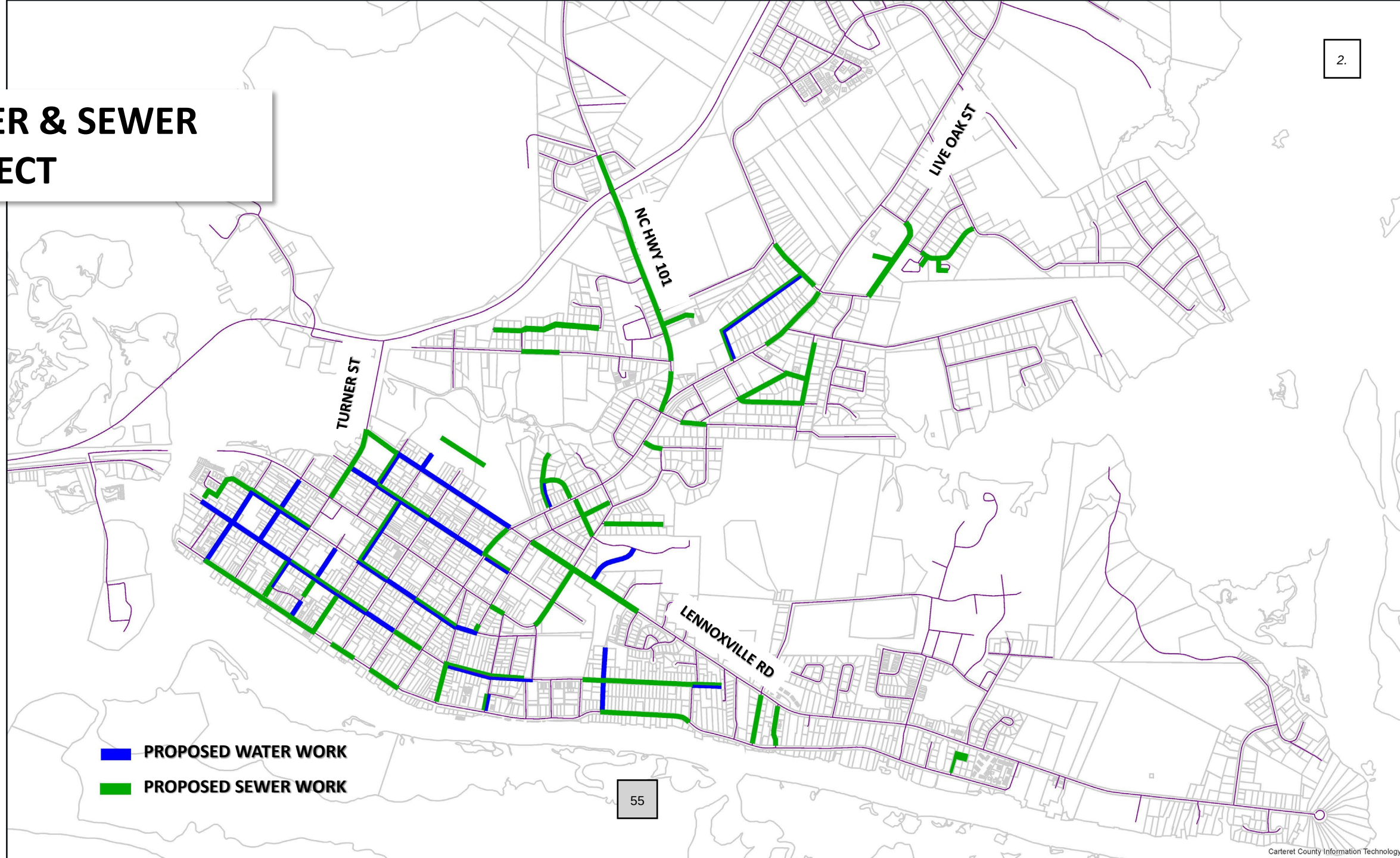
- Water & Waste Disposal Loan & Grant Program
  - Funds for the acquisition, construction or improvement of:
    - ⇒ Drinking water sourcing, treatment, storage & distribution
    - ⇒ Sewer collection, transmission, treatment & disposal
    - ⇒ Stormwater collection, transmission & disposal

USDA Funding Applications (Water, Sewer & Stormwater)

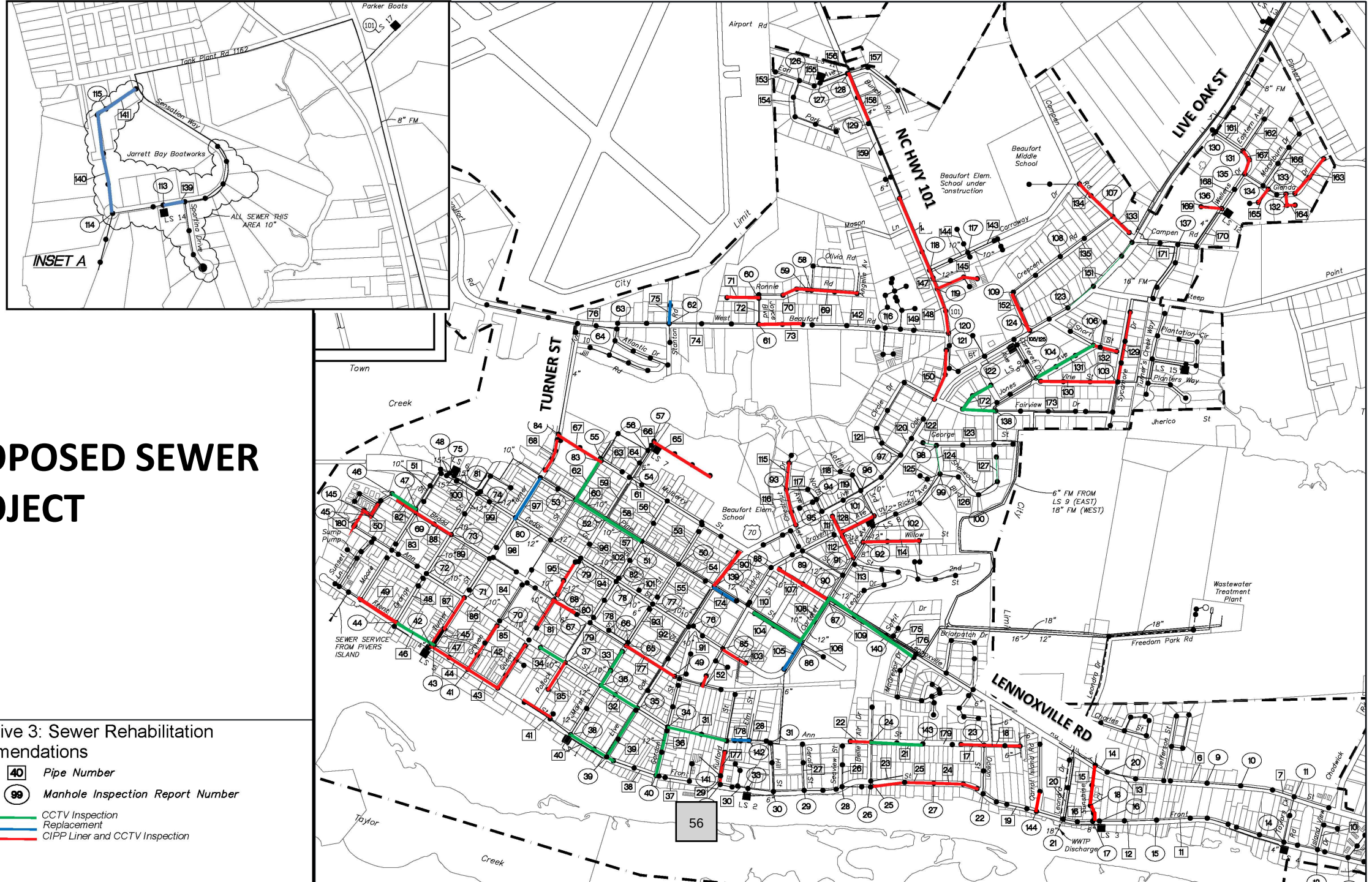
Funding

- Water & Waste Disposal Loan & Grant Program
  - Long-term (40 years), low-interest loans
  - **Grants** possible to keep user charges reasonable
    - ⇒ Sewer: Up to 75% of total
    - ⇒ Water: Up to 10% of total
    - ⇒ Stormwater: Grants not typical

WATER & SEWER PROJECT



PROPOSED SEWER PROJECT



Alternative 3: Sewer Rehabilitation Recommendations

- 40 — Pipe Number
- 99 — Manhole Inspection Report Number
- CCTV Inspection
- Replacement
- CIPP Liner and CCTV Inspection

USDA Funding Applications (Water, Sewer & Stormwater)

Funding Application vs Offer:

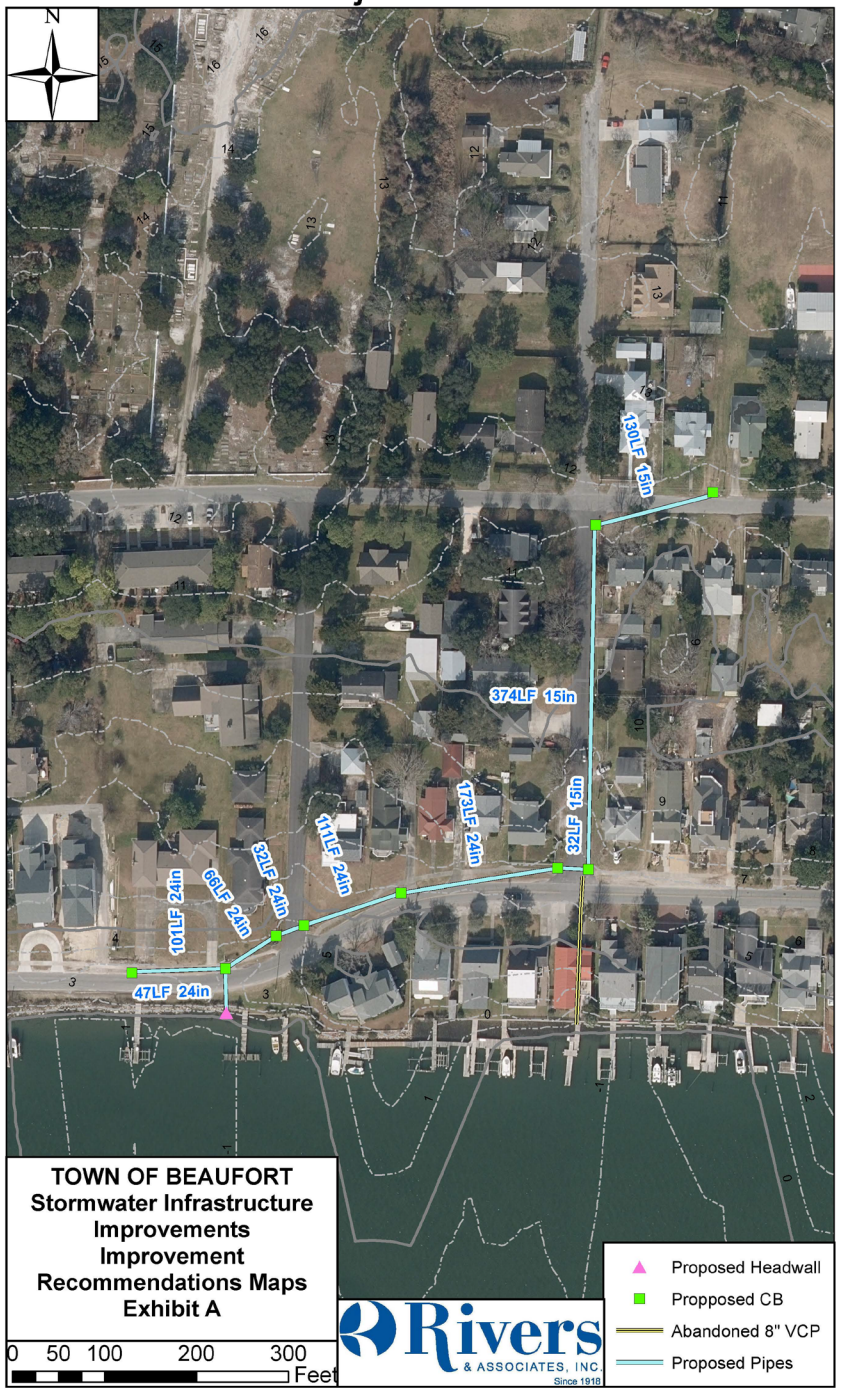
	Goal	*Actual Offer*
Sewer Grant Amount	$ 9,038,800	$ 5,005,000
Sewer Loan Amount	3,010,200	7,036,000
Sewer Subtotal	$12,041,000	$12,041,000
Water Grant Amount	$ 830,100	$ 0
Water Loan Amount	7,229,900	8,031,000
Water Subtotal	$ 8,031,000	$ 8,031,000

USDA Funding Applications (Water, Sewer & Stormwater)

Funding Offer:

- Largest North Carolina sewer grant in over 10 years
- $5,005,000 sewer grant = 38.5% of State fiscal year grant allocation
- $5,505,000 grant total = 42.3 %

Project Area 1



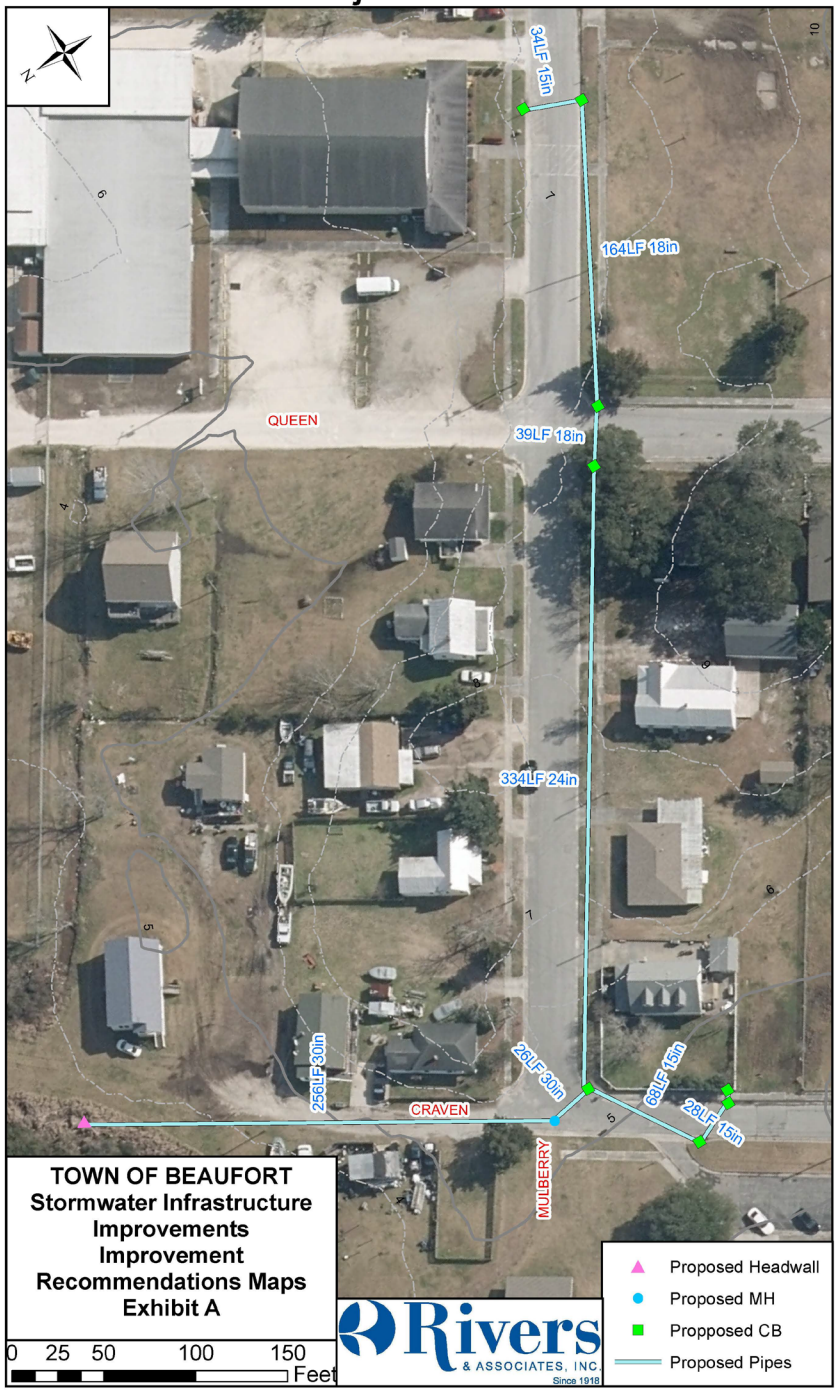
⇦ Belle Air & Front

STORM WATER PROJECT

Ann & Hill ⇨

Project Area 2

Project Area 3

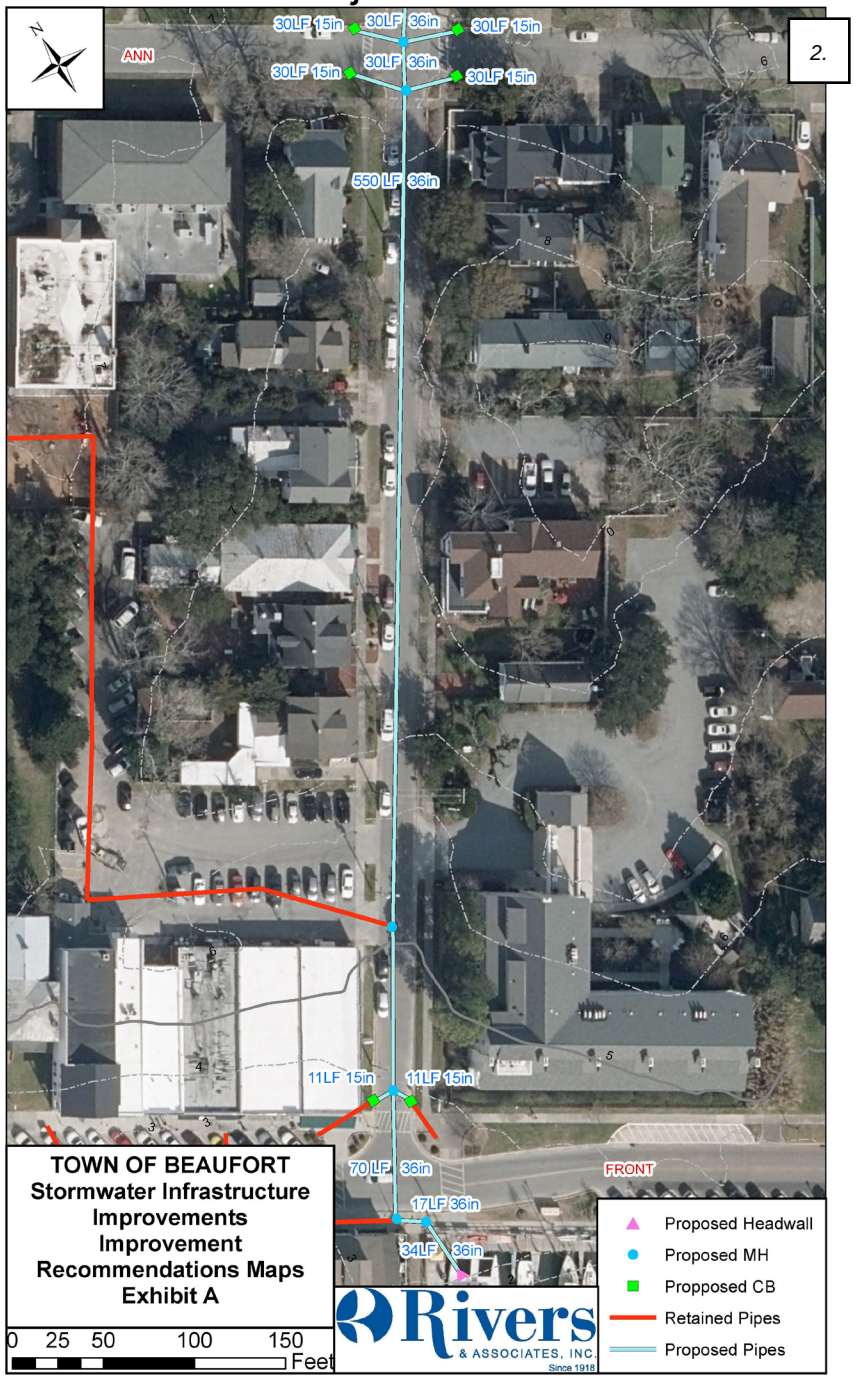


⇦ Mulberry St

STORM WATER PROJECT

Queen St ⇨

Project Area 4



Project Area 5

⇦ Broad St

STORM WATER PROJECT

Broad St ⇨

Project Area 6

USDA Funding Applications (Water, Sewer & Stormwater)

Funding Application vs Offer:

	Goal	*Actual Offer*
Stormwater Grant Amount	-	$ 500,000
Stormwater Loan Amount	3,431,000	3,007,000
Stormwater Subtotal	$ 3,431,000	$ 3,507,000
OVERALL FUNDING	$23,503,000	$23,579,000

USDA Funding Applications (Water, Sewer & Stormwater)

Loan Terms

- 1.25% interest rate
- Repayment over 40 years

USDA Funding Applications (Water, Sewer & Stormwater)

Funding Offer:

		Debt Service (1.25%, 40 Years)	
Sewer Grant Amount	$ 5,005,000		
Sewer Loan Amount	7,036,000	→ $233,700±/Yr	
Sewer Subtotal	$12,041,000		$500,500±/Yr
Water Grant Amount	$ 0		
Water Loan Amount	8,031,000	→ $266,800±/Yr	
Water Subtotal	$ 8,031,000		

USDA Funding Applications (Water, Sewer & Stormwater)

Funding Offer:

		Debt Service (1.25%, 40 Years)
Stormwater Grant Amount	$ 500,000	
Stormwater Loan Amount	3,007,000	→ $99,900±/Yr
Stormwater Subtotal	$12,041,000	
OVERALL FUNDING	$23,579,000	

Additional Projects

- Harbor & Waterways Advisory Committee
- Cedar Street Improvement Project
- Cedar Street Park Project
- Wayfinding Project
- CAMA Landuse Plan Updates
- Round-About Project / Live-Oak and Hwy 101
- Dredging / Bulkhead Channel – Range 1
- Additional Dredging / $520K Congressional Appropriation
- Resilient Beaufort Project

Town of Beaufort, NC

701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516 252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session Meeting
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Voluntary Annexation- Certificate of Sufficiency; Fix a Public Hearing Date on Question of Annexation

REQUESTED ACTION:

Upon the Town Clerk presenting the Certificate of Sufficiency regarding the attached petitions for voluntary annexation, a Public Hearing date needs to be set.

Recommended date of May 9, 2022- the next regularly scheduled BOC meeting.

SUBMITTED BY:

Elizabeth Lewis, Town Clerk

BUDGET AMENDMENT REQUIRED:

No

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Beaufort of Carteret County, North Carolina:

I, Elizabeth Lewis, Town of Beaufort Clerk, do hereby certify that I have investigated the attached petitions and herby make the following findings:

a) The petition for Voluntary Annexation of several portions of the following parcels: 731609153648000; 731609161556000; 731609167703000; totaling 37.07 acres contains an adequate boundary of requested area to be annexed, via the survey map.
b) The area described in the petitions is contiguous to the Town of Beaufort primary corporate limits, as defined by G.S. 160A- 31.
c) The petitions are signed by the owners of referenced parcels above and include addresses of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Beaufort of Carteret County, this 25th day of April 2022.

(SEAL)

_____

Elizabeth Lewis
Town Clerk

PROFESSIONAL PARK DRIVE 60' PUBLIC R/W

PEARL DRIVE 60' PUBLIC R/W

N/F GILDA HOLLAR
DB 1157 PG 30
N.C.PIN# 731605079876000
ZONED: R-20

N/F THERON MCLAMB
DB 1608 PG 144
MB 33 PG 647
N.C.PIN# 731605270779000
ZONED; B-1 & R-20

N/F FRANK GRASSI
DB 1479 PG 116
N.C.PIN# 731609077308000
ZONED: B-1

N/F BRATCHER CEMETERY
DB 292 PG 366
MB 33 PG 28
N.C.PIN# 731609077242000
ZONED: R-20

N/F BERTRAM RENTAL PROPERTIES, LLC
DB 1580 PG 14
MB 33 PG 28
AREA = 9.93+/- ACRES
N.C.PIN# 731609161556000
ZONED: R-20

N/F TILLER SCHOOL FOR ELEMENTARY
DB 739 PG 713
MB 31 PG 524
N.C.PIN# 731609066779000
ZONED: R-8

N/F BERTIE NEELY
DB 330 PG 258
AREA = 42.39+/- ACRES
N.C.PIN# 731609167703000
ZONED: R-20

U.S. HIGHWAY 70
60' PUBLIC R/W

PINNERS POINT ROAD
60' PUBLIC R/W

N/F PEARL WEST TRUSTEE
DB 1327 PG 241
MB 32 PG 92
AREA = 7.92+/- ACRES
N.C.PIN# 731609066438000
ZONED: R-20

N/F PEARL WEST TRUSTEE
DB 1327 PG 241
MB 31 PG 989
AREA = 25.84+/- ACRES
N.C.PIN# 731609153648000
ZONED: R-20

BOUNDARY OF AREA REQUESTED TO BE ANNEXED

NORTH RIVER

NORMAL HIGHWATER TABLE

1	44.46	S 34°0'15" W	27	25.65	S 9°0'23" E
2	31.08	S 69°37'59" E	28	72.15	S 21°38'58" W
3	35.07	S 72°32'20" E	29	57.84	S 32°26'44" E
4	49.10	S 43°38'33" E	30	23.47	S 5°51'13" W
5	34.37	S 62°13'59" E	31	39.08	S 49°33'20" E
6	46.63	S 66°15'54" E	32	46.21	S 39°25'56" E
7	24.73	S 48°46'6" E	33	34.55	S 32°33'20" E
8	17.03	N 57°0'6" E	34	30.12	S 69°28'8" E
9	25.82	N 61°27'33" E	35	41.71	S 61°31'39" E
10	21.71	S 79°15'55" E	36	24.35	S 39°58'13" E
11	26.06	S 47°35'45" E	37	32.39	S 35°35'40" E
12	20.57	S 59°43'24" E	38	16.58	S 2°3'3" W
13	29.99	S 55°29'38" E	39	16.56	S 28°29'6" W
14	17.07	S 61°10'28" E	40	11.65	S 24°6'44" W
15	30.29	S 6°59'23" E	41	17.54	S 48°9'20" W
16	35.34	S 13°26'13" E	42	25.92	S 55°5'24" W
17	24.21	S 50°30'42" E	43	27.55	S 59°9'1" W
18	49.92	S 1°14'36" W	44	13.20	S 64°21'29" W
19	32.12	S 4°55'54" W	45	38.56	S 38°46'6" W
20	38.56	S 1°55'47" W	46	17.12	S 70°7'51" W
21	48.00	S 17°39'49" E	47	39.38	S 49°48'59" E
22	34.43	S 5°1'23" W	48	38.70	S 72°1'3" W
23	30.14	S 20°50'20" E	49	39.79	S 58°32'26" W
24	43.44	S 15°57'24" E	50	58.06	S 49°20'54" W
25	27.08	S 66°48'29" W	51	20.43	S 32°18'4" E
26	89.30	S 16°7'20" E			

LEGEND:

BOUNDARY LINE
ADJOINING PROPERTY LINE
EX. RIGHT-OF-WAY

NOTES:

1. PARCELS ARE CURRENTLY ZONED R-20 PER THE TOWN OF BEAUFORT LAND DEVELOPMENT ORDINANCE.
2. THE PURPOSE OF THIS MAP IS FOR TOWN OF BEAUFORT ANNEXATION.

ADJOINING PROPERTIES LIST			
	OWNER/PIN#	DEED/MAP REFERENCE	ZONING
#1	N/F STATE EMPLOYEES CREDIT UNION N.C.PIN# 731609063522000	DB 1394 PG 4 MB 32 PG 486	ZONED: B-1
#2	N/F MELTON JR. & LINDA LAWRENCE N.C.PIN# 731609065043000	DB 392 PG 370	ZONED: R-20
#3	N/F MELTON JR. & LINDA LAWRENCE N.C.PIN# 731609055984000	DB 1414 PG 359 MB 17 PG 14	ZONED: R-20
#4	N/F JAMES LAWRENCE N.C.PIN# 731609056845000	DB 778 PG 225	ZONED: R-20
#5	N/F ARTHUR & DEBORA FULCHER N.C.PIN# 731609058444000	DB 392 PG 372	ZONED: R-20
#6	N/F FOREST CHAPMAN N.C.PIN# 731609058395000	DB 1679 PG 337	ZONED: R-20
#7	N/F PEARL WEST TRUSTEE N.C.PIN# 731609150384000	DB 1372 PG 240	ZONED: R-20
#8	N/F MARVIN & LINDA HINES N.C.PIN# 731609152370000	DB 1657 PG 213	ZONED: R-20
#9	N/F RENEE BOUDREAU N.C.PIN# 731609153261000	DB 1183 PG 251 MB 16 PG 41	ZONED: R-20
#10	N/F ALAN & JENNA SCIBAL N.C.PIN# 731609155026000	DB 1587 PG 359 MB 16 PG 41	ZONED: R-20
#11	N/F NORTH RIVER UNITED METHODIST N.C.PIN# 731609157003000	DB 530 PG 17	ZONED: R-20
#12	N/F JAMES & HAZEL GUTHRIE N.C.PIN# 731609158055000	DB 1402 PG 71	ZONED: R-20
#13	N/F LINWOOD & TRUDY PARKER N.C.PIN# 731609159181000	DB 550 PG 106	ZONED: R-20
#14	N/F AUDREY PARKER N.C.PIN# 731609251241000	DB 511 PG 274	ZONED: R-20
#15	N/F ERNEST III & TRUDY PARKER N.C.PIN# 731609253204000	DB 613 PG 233	ZONED: R-20
#16	N/F WILLIAM & APOLLONI KAESER N.C.PIN# 731609252438000	DB 1280 PG 115 MB 29 PG 681	ZONED: R-20
#17	N/F TERRENCE SMITH N.C.PIN# 731609251730000	DB 1305 PG 284 MB 29 PG 681	ZONED: R-20
#18	N/F GERALD LANHAM N.C.PIN# 731609252749000	DB 1631 PG 461 MB 29 PG 681	ZONED: R-20
#19	N/F H. FRANK III & SHARON BARNES N.C.PIN# 731609254803000	DB 804 PG 381	ZONED: R-20
#20	N/F BARBARA PEARL N.C.PIN# 731610255950000	DB 602 PG 47	ZONED: R-20

TOTAL AREA TO BE ANNEXED: 37.07 ACRES
AREA WITHIN PARCEL 731609153648000: 21.03 ACRES
AREA WITHIN PARCEL 731609161556000: 2.70 ACRES
AREA WITHIN PARCEL 731609167703000: 13.34 ACRES

PROJECT NO.: PM3067~001
DRAWING NO.: 001

-150 -75 0 150 300
GRAPHIC SCALE: 1"=150'

BEFORE YOU DIG! NC ONE CALL (TOLL FREE) 811 (OR 1-800-632-4949) IT'S THE LAW

REVISIONS

BY	NO.	DATE	DESCRIPTION

ANNEXATION MAP

SALT WYND PRESERVE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
ADDRESS: 176 MINE LAKE CT SUITE 100 RALEIGH, NC 27615
PHONE: 207-449-8801

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET
GREENVILLE, NC 27858
(252) 756-9352 LICENSE NO.C-0647

DESIGNED: N/A | DATE: 4/4/22
DRAWN: JLJ | SCALE: 1"=150'
APPROVED: JLJ | SHEET 1 OF 1

DocuSign Envelope ID: 7210A001-C886-415C-86D4-7B7E9AE0CDD3

This Annexation may be recorded only upon the approval of the Subdivision Preliminary Plat by the Town of Beaufort and the transfer of ownership of the property from the Property Owner to the Applicant.

Town of Beaufort NC
701 Front St. • P.O. Box 390 • Beaufort, N.C. 28516
252-728-2141 • 252-728-3982 fax
www.beaufortnc.org

APPLICATION FOR VOLUNTARYANNEXATION REQUEST

Instructions: Please complete the form below and include all required attachments, including the **$100 application fee (to The Town of Beaufort)** and return to Town Manager, Town Hall, 701 Front St., PO Box 390, Beaufort, NC, 28516. Incomplete applications will not be processed and returned to the applicant. Please contact Town Hall at (252) 728-2141 with any questions.
Complete applications must be received 15 days prior to the scheduled meeting.

Applicant Name: Beaufort Agrihood Development, LLC

Applicant Address: 176 Mine Lake Ct. Ste 100, Raleigh, NC 28516

Phone Number: 207-449-8801 Email: beth@beltwayig.com

Property Owner Name: West, Pearl G. Trustee

Address of Property: _____

Phone Number: 252 728 7353 Email: abweskin@att.net

PROPERTY INFORMATION

Property Address: Live Oak St, Bertram Rd. Current Zoning: R20

15 Digit Pin: 731609153648000 Size of Property (Square Feet or Acres): 25.84a

Is the property Contiguous to the City Limits: ■ Yes ☐ No;

If Not Contiguous please indicate how many miles it is to the City Limits: _____

Current Use of Property:

■ Residential ☐ Vacant
■ Commercial ☐ Other: _____

_____ Date: 01/26/22
Applicant Signature

OFFICE USE ONLY *Revised 03/16*

Received by: _____ Reviewed for Completeness By: _____

Date: _____ Date Deemed Complete and Accepted: _____

PID R 7316.09.15.3648000

LISTER 10/05/2020 MEH
TWP BEAUFORT CITY
LOT BLK
NBHD 11000200 USE 000800 VACANT
LEGAL: PT TR 2 PEARL G WEST

WEST,PEARL G TRUSTEE

231 PINNERS POINT ROAD
BEAUFORT NC 28516

2021 53,198 MKT CARD 001
53,198 PY Val USE 53,198 LAND 003
DEF BLDG 000
25.840 ACRES XFOB 000

FIRE BEAUFORT FIRE RESCUE BEAUFORT RESCUE OTHER
PL BK/PG 31 989 PLAT ADDRESS 0000000
DEED 1327 241 AICUZ PRINTED 4/16/2021 BY ALLENW

RVDT PRMT REVISTDATE 7/12/2017 9/01/2017 10/05/2020

LAND

Seq	Zone	Code	Use	Description	Front	Depth	Back	FT	#Units	UT	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd Adj	Eff Rate	Value
1		110227		TILLABLE GOOD					2.670	AC	4,000.000	1.00	1.00	1.00	1.00	1.00	1.00	1.000	4,000.000	10,680
2		110228		TILLABLE FAIR					4.620	AC	3,400.000	.90	1.00	1.00	1.00	1.00	1.00	1.000	3,059.956	14,137
3		110233		WOODLAND GOOD					18.550	AC	1,700.000	.90	1.00	1.00	1.00	1.00	1.00	1.000	1,529.973	28,381

Joy Lawrence 2P
CARTERET COUNTY
JL Date 11/30/2009 Time 12:31:00
GR 1327241 Page 1 of 2

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at the date and time and in the Book and Page shown on the first page hereof.

Joy Lawrence, Register of Deeds
By: Asst. Deputy, Register of Deeds

ExciseTax NTC | Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 7316.09.06.8198000
Verified by _____ County on the _____ day of _____, 20__
by _____
Mail after recording to
Grantee _____

This instrument was prepared by Patrick E. Neighbors, Esq., Attorney-at-Law, 2500 Regency Parkway, Suite 108, Cary, North Carolina 27518 **No title opinion given, nor representation rendered.
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this ___ day of _____, _____, by and between GRANTOR

PEARL G. WEST

231 Pinners Point Road
Beaufort, North Carolina 28516

GRANTEE

PEARL G. WEST, trustee of the PEARL WEST REVOCABLE LIVING TRUST DATED
11-19-09
231 Pinners Point Road
Beaufort, North Carolina 28516

Enter in the appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is here acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of the certain lot or parcel of land situated in the City of _____, Beaufort Township, Carteret County, North Carolina and more particularly described as follows:

Tract 1: Being an 18.674 acre parcel (pin = 7316.09069076).

Tract 2-11: Being all of lots 1,2,3,4, and 5, Block A, and lots 1,2,3,5, and 6, Block B, Gibbs Place as recorded in amp book 17, page 14.

BOOK 1327 PAGE 241

(7)

Tracts 12 and 13: Any right or interest in those 60 ft. wide strips shown as Briar Wood Road and Overland Road shown on plat of Gibbs Place recorded in map book 17, page 14, Carteret Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in:
Book 1166, Page 462

A map showing the above described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:

Of record. See prior granting instrument for any applicable exceptions.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year for above written.

Pearl G. West (seal)
PEARL G. WEST

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, JAMES C BROCK, Notary Public Of CARTERET COUNTY, Do Hereby Certify That PEARL G. WEST Personally Appeared Before Me This Day And Acknowledged The Due Execution Of The Foregoing Instrument In Writing. Witness my hand and seal Or Stamp, This 30 Day Of NOVEMBER, 2007.

MY COMMISSION EXPIRES: 28 OCTOBER, 2012

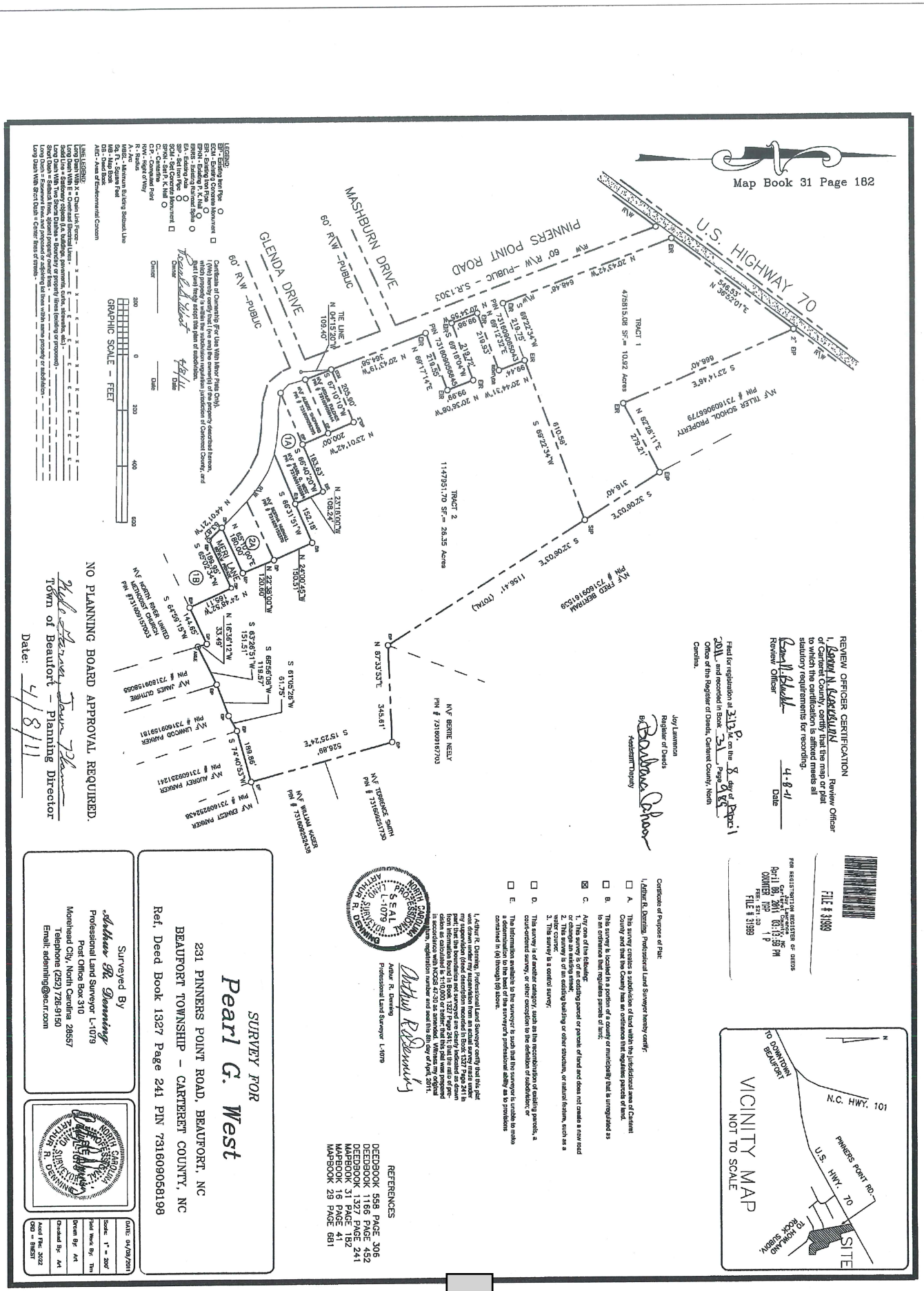
James C Brock
NOTARY PUBLIC
(SEAL OR STAMP)

JAMES C. BROCK NOTARY PUBLIC CARTERET COUNTY, NC

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ REGISTER OF DEEDS FOR Carteret County
By _____ Deputy/Assistant - Register of Deeds

BOOK 1327 PAGE 241


Map Book 31 Page 182
U.S. HIGHWAY 70
PINNERS POINT ROAD
60' RW -PUBLIC - S.R.1303
MASHBURN DRIVE
60' RW -PUBLIC
GLENDA DRIVE
60' RW -PUBLIC
MERL LANE
TRACT 1
475815.08 SF.= 10.92 Acres
TRACT 2
1147991.70 SF.= 26.35 Acres
MY: TYLER SCHOOL PROPERTY
PIN # 7316090667.79
MY: FRED BERTRAM
PIN # 7316091615.29
NVF BERRIE NEELY
PIN # 7316091677.03
NVF TERRENCE SMITH
PIN # 7316092517.90
NVF WILLIAM KAISER
PIN # 7316092524.38
MY: ERNEST PARKER
PIN # 7316092524.38
MY: AUDREY PARKER
PIN # 7316092321.41
MY: LINWOOD PARKER
PIN # 7316091591.81
MY: JAMES GRIFFINE
PIN # 7316091580.58
NVF NORTH RIVER UNITED METHODIST CHURCH
PIN #7316091577.03
TIE LINE N 04°15'20"W 109.40'
N 20°43'19"W 358.58'
N 68°17'14"E 219.55'
N 67°10'10"W 205.90'
N 23°01'42"W 200.00'
S 66°40'20"W 183.63'
S 68°31'51"W 152.18'
N 23°16'00"W 108.24'
N 24°00'45"W 130.53'
N 22°38'00"W 120.60'
N 44°10'21"W 180.00'
S 65°02'34"W 198.00'
N 24°49'39"W 151.51'
S 64°59'15"W 144.65'
N 16°36'12"W 33.49'
S 63°26'51"W 119.57'
S 61°05'25"W 61.75'
S 74°40'53"W 189.86'
S 15°25'24"E 526.89'
N 87°33'53"E 345.81'
S 68°22'34"W 610.50'
S 32°06'05"E 1156.41' (TOTAL)
S 32°06'05"E 316.40'
S 62°28'11"E 279.21'
S 27°14'46"E 666.40'
N 20°43'42"W 648.48'
N 69°02'01"E 548.53'
S 89°22'34"W 219.75'
N 69°21'32"E 218.93'
N 69°16'04"W 218.72'
N 20°44'31"W 99.44'
N 20°36'06"W 99.98'
N 20°36'06"W 99.98'
S 20°36'06"W 99.98'
S 69°16'04"E 219.72'
S 68°17'14"W 219.55'
S 20°43'19"E 358.58'
S 04°15'20"E 109.40'
S 67°10'10"E 205.90'
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S 66°40'20"E 183.63'
S 68°31'51"E 152.18'
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N 32°06'05"W 1156.41' (TOTAL)
N 32°06'05"W 316.40'
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S 20°43'42"E 648.48'
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S 69°21'32"W 218.93'
S 69°16'04"E 218.72'
S 20°44'31"E 99.44'
S 20°36'06"E 99.98'
N 20°36'06"E 99.98'
N 20°36'06"E 99.98'
N 69°16'04"W 218.72'
N 69°21'32"E 218.93'
N 89°22'34"W 219.75'
N 20°43'42"W 548.53'
N 69°02'01"E 548.53'
TO DOWNTOWN BEAUFORT
N.C. HWY. 101
PINNERS POINT RD.
U.S. HWY. 70
TO HOWLAND BOOK SUBDIV.
SITE
VICINITY MAP
NOT TO SCALE
GRAPHIC SCALE - FEET
0 200 400 600
REVIEW OFFICER CERTIFICATION
I, Tammy N. Robertson, Review Officer of Carteret County, certify that the map or plat to which the certification is affixed meets all statutory requirements for recording.
Review Officer
4-8-11
Date
Filed for registration at 3:12 P.M. on the 8 day of April 2011 and recorded in Book 31 Page 182
Office of the Register of Deeds, Carteret County, North Carolina.
Joy Lawrence
Register of Deeds
By: Barbara Calhoun
Assistant/Deputy
FOR REGISTRATION REGISTER OF DEEDS
CARTERET COUNTY, NC
April 08, 2011 03:12:36 PM
BOOK: 31 PAGE: 182
FEE: $21.00
FILE # 21989
FILE # 21989
Certificate of Purpose of Plat
I, Arthur R. Denning, Professional Land Surveyor hereby certify:
☐ A. This survey creates a subdivision of land within the jurisdictional area of Carteret County and that the County has an ordinance that regulates parcels of land.
☐ B. This survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
☒ C. Any one of the following:
1. This survey is of an existing parcel or parcels of land and does not create a new road or change an existing street.
2. This survey is of an existing building or other structure, or natural feature, such as a water course.
3. This survey is a control survey.
☐ D. This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision; or
☐ E. The information available to the surveyor is such that the surveyor is unable to make a determination to the best of his professional ability as to provisions contained in (a) through (d) above.
I, Arthur R. Denning, Professional Land Surveyor certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 1327 Page 241 In Book 1327 Page 241; that the ratio of precision as calculated is 1:10,000 or better; that this plat was prepared in accordance with NCGS 47-30 as amended. Witness my original signature, registration number and seal this 8 day of April, 2011.
Arthur R. Denning
Professional Land Surveyor L-1079
SEAL L-1079 NORTH CAROLINA PROFESSIONAL LAND SURVEYOR ARTHUR R. DENNING
REFERENCES
DEEDBOOK 558 PAGE 306
DEEDBOOK 1166 PAGE 452
DEEDBOOK 1327 PAGE 241
MAPBOOK 31 PAGE 182
MAPBOOK 16 PAGE 41
MAPBOOK 29 PAGE 681
SURVEY FOR
Pearl G. West
231 PINNERS POINT ROAD, BEAUFORT, NC
BEAUFORT TOWNSHIP - CARTERET COUNTY, NC
Ref, Deed Book 1327 Page 241 PIN 7316090581.98
Surveyed By
Arthur R. Denning
Professional Land Surveyor L-1079
Post Office Box 310
Morehead City, North Carolina 28557
Telephone (252) 726-9150
Email: adenning@ec.rr.com
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL L-1079 ARTHUR R. DENNING
DATE: 04/08/2011
Scale: 1" = 200'
Field Work By: Tim
Drawn By: Art
Checked By: Art
Acad File: 2022 DBD = DWG01
Owner
Date
Owner
Date
Certificate of Ownership (For Use With Minor Plats Only)
I (We) hereby certify that I (we are) the owner(s) of the property described hereon, which property is within the subdivision regulation jurisdiction of Carteret County, and that I (we) freely adopt this plan of subdivision.
LEGEND
EIP - Existing Iron Pipe
ECM - Existing Concrete Monument
ERR - Existing Railroad Spike
EPK'd - Existing P. K. Nail
SIP - Set Iron Pipe
SCM - Set Concrete Monument
SPK'd - Set P. K. Nail
C.P. - Computed Point
R/W - Right of Way
A - Arc
MBSL - Minimum Building Setback Line
Sq. Ft. - Square Feet
Mb - Map Book
DB - Deed Book
AEC - Area of Environmental Concern
LINE LEGEND:
Long Dash With X = Chain Link Fence
Long Dash With Dot = Utility Line
Solid Line = Boundary (check (i.e. buildings, pavements, curbs, sidewalks, etc).
Long Dash With Two Short Dashes = Boundary or property lines (existing or proposed)
Short Dash = Setback lines, (short property owner lines)
Long Dash With Short Dash = Center lines of roads
NO PLANNING BOARD APPROVAL REQUIRED.
Town of Beaufort - Planning Director
Date: 4/8/11

31-989

STATE OF NORTH CAROLINA, COUNTY OF Carteret

THIS DEED OF TRUST, made this 19th day of February, 19 87, by and between

Carlton Ray West and wife, Pearl G. West

, hereinafter called the Grantors, and John D. Civils, Trustee, of Carteret County, North Carolina, and Wachovia Bank and Trust Company, N.A., a national banking association with its principal office at 301 North Main Street, Winston-Salem, North Carolina, hereinafter called the Beneficiary;

WITNESSETH, WHEREAS, the Grantors are indebted to the Beneficiary in the principal sum of THIRTY THOUSAND DOLLARS AND 00/100---------- ($30,000.00) Dollars for money loaned as evidenced by their note (the Note) of even date herewith (reference to which is hereby made), the payment whereof the Grantors desire to secure, together with interest and any renewals, modifications, or extensions thereof, in whole or in part, and the additional payments hereafter agreed to be made.

NOW, THEREFORE, in consideration of the premises, and in further consideration of one dollar to each in hand paid, the receipt whereof is hereby acknowledged, the Grantors have granted, bargained and sold and by these presents do grant, bargain, sell and convey unto the Trustee, his successors, or assigns, that certain piece, parcel, lot or tract of land lying in Beaufort Township, in Carteret County, and more particularly described as follows:

See attached sheet.

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the Trustee, his successors and assigns, in trust for the uses and purposes hereinafter limited, described and declared. And the Grantors covenant with the Trustee that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from all encumbrances, and that they will warrant and defend the title to the same against the claims of any and all persons whomsoever.

PROVIDED, Nevertheless, and on this EXPRESS CONDITION, that if the Grantors shall fail or neglect to pay the interest on the Note as the said interest becomes due and payable, or if they shall fail or neglect to pay the principal and interest due on the Note at the maturity thereof, or if any part of the Note shall remain due and unpaid, or if Grantor shall fail to comply with the terms and conditions of this Deed of Trust or the terms and conditions of any other document which may from time to time evidence or secure the indebtedness, then it shall be the duty of the Trustee, his successors or assigns, at the request of the Beneficiary, or its assigns, to sell the said land at public auction to the highest bidder for cash, after having first complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust and upon such sale, the Trustee shall convey title to the purchaser in fee simple. After retaining from the proceeds of sale just compensation for his services and all expenses incurred by him, including reasonable attorney's fees for legal services actually performed, the Trustee shall apply the residue of the proceeds first to the payment of all sums expended by the beneficiary under the terms of this deed of trust; second, to the payment of the Note and interest thereon secured hereby; and the balance, if any, shall be paid to the Grantors. The Grantors agree that in the event of a sale hereunder, the beneficiary shall have the right to bid thereat. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check in an amount not to exceed five percent (5%) of the bid, provided notice of such requirement is contained in the advertisement of sale.

It is stipulated and agreed that in case the Grantors shall pay off the principal of and interest on the Note as and when the same shall become due and payable and shall discharge fully the trusts herein declared before such sale then the hereinabove described premises shall be reconveyed to the Grantors or the title hereto shall be revested according to the provisions of law. And the Grantors covenant and agree that they will keep all taxes including assessments or other levies made by any governmental or quasi-governmental entity having jurisdiction over the property which may be assessed against said premises promptly paid off, and that they will keep the buildings on the premises insured in the amount required by the Beneficiary against loss or damage by fire or any other casualties as the beneficiary may require, for the benefit of the Beneficiary, loss, if any, to be made payable in the policy or policies of insurance to the Beneficiary, as its interest may appear; and in case the said taxes or the premiums for said insurance should at any time be paid by the Beneficiary, or assigns, then any amounts so expended shall become debts due, shall bear interest at the rate specified in the Note, and their payment will be secured by this Deed of Trust. If the premises or any part thereof shall be taken by condemnation or settlement in lieu thereof, Beneficiary shall have the option of declaring the unpaid balances of the note immediately payable. Any awards paid as a result of condemnation or compromise in lieu thereof are hereby assigned to Beneficiary.

It is further stipulated and agreed that the Grantors shall maintain the premises in good order and repair and shall not commit or permit any waste thereof; and the Beneficiary shall have the right to inspect the premises at all reasonable times and the right of access thereto for such purpose is hereby granted to the Beneficiary or its agents.

If the premises shall be transferred, assigned, conveyed or otherwise encumbered or if liens are filed against the property and not removed within 15 days after any such filing during the term of this Deed of Trust without first obtaining the written consent of the Beneficiary, the unpaid principal of and accrued interest on the Note secured by this Deed of Trust shall, at the option of the Beneficiary, immediately become due and payable.

No delay of forbearance by the beneficiary in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof, during the continuance of any default as set forth herein or in the event of any subsequent default hereunder and all such rights shall be cumulative. In the event the beneficiary or the Trustee voluntarily or otherwise shall become party to any legal proceeding to protect the property herein conveyed or to protect the lien of this Deed of Trust the Trustee and beneficiary shall be saved harmless and shall be reimbursed by the grantor for any amounts paid, including reasonable attorneys fees, and any such amounts so expended shall be secured by the lien of this Deed of Trust, shall bear interest at the highest lawful rate then permitted, and shall be payable upon demand.

The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, its successors or assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment. The Grantors, for themselves, their heirs, executors, administrators, successors and assigns, and the Trustee herein named, or that may be substituted hereunder, expressly waive notice of the exercise of this power, and any necessity for making oath or giving bond by any trustee, as well as any requirement for application to any court for the removal, appointment or substitution of any trustee hereunder; and the Beneficiary, its successors or assigns, may elect to appoint a substitute trustee in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

_____ (SEAL)

Book 558 Page 306 (SEAL)

Carlton Ray West (SEAL)
CARLTON RAY WEST

Pearl G. West (SEAL)
PEARL G. WEST

STATE OF NORTH CAROLINA, Carteret COUNTY

I, Carol M. Piner, a Notary Public of Carteret County, North Carolina,

do certify that Carlton Ray West

and Pearl G. West,

each personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.

Witness my hand and official seal, this 19th day of FEBRUARY, 19 87.

Carol M. Piner, Notary Public

(N.P. SEAL)

My Commission Expires: 2-16-92

STATE OF NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina,

do certify that _____,

_____, _____ and

_____, each personally appeared before me this day and

acknowledged the due execution of the foregoing Deed of Trust.

Witness my hand and official seal, this _____ day of _____, 19____.

_____ Notary Public

(N.P. SEAL)

My commission expires _____

STATE OF NORTH CAROLINA

COUNTY OF Carteret

The foregoing certificate of Carol M. Piner a Notary Public of Carteret County, North Carolina

is certified to be correct. This the 25th day of FEBRUARY, 1987.

Sharon Piner

Register of Deeds

Filed for registration on the 25th day of FEBRUARY 1987, at 3:55 o'clock, P. m., and

recorded in the Office of the Register of Deeds, Carteret County, N. C., in Book 558, Page 306.

Sharon Piner

Register of Deeds

Drawn by Carl L. Leighman

DEED OF TRUST

TO

FOR TRUSTEE

Wachovia

Bank and Trust Company, N.A.

1208 Rev. 1-83

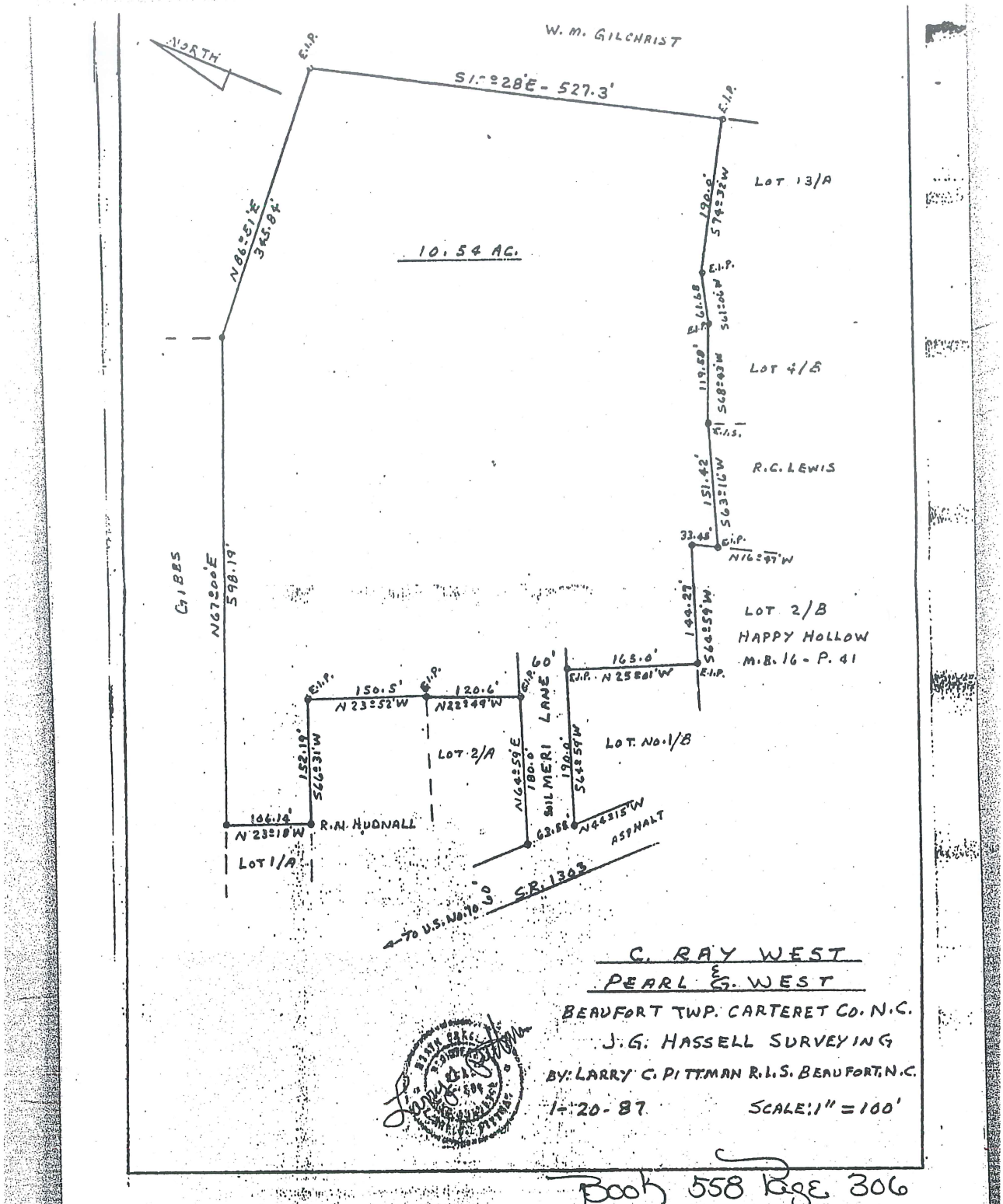
PROPERTY DESCRIPTION Carlton Ray West and wife, Pearl G. West

TRACT I: Being all of Lot #1, Block A, Happy Hollow Subdivision according to the map of J. G. Hassell-Larry Pittman, R.L.S., dated June 23, 1978 and recorded in Map Book 16, Page 41, Carteret County Registry to which reference is hereby made.

TRACT II: Beginning at a point at the intersection of the eastern right of way line of S. R. 1303 and the northern right of way line of Meri Lane as shown on the Subdivision Map referred to in Tract I above, thence N 64-59 E, 180.0 feet to a pipe, thence N 22-49 W, 120.6 feet to an iron pipe, thence N 23-52 W, 150.5 feet to an iron pipe, thence S 66-31 W, 152.19 feet to a point, thence N 23-18 W, 106.14 feet to a point, thence N 67-00 E, 598.19 feet to a point, thence N 86-51 E, 345.84 feet to an iron pipe, thence S 15-28 E, 527.3 feet to an iron pipe, thence S 74-32 W, 190.01 feet to an iron pipe, thence S 61-06 W, 61.68 feet to an iron pipe,thence S 68-43 W, 119.58 feet to an iron pipe, thence S 63-16 W, 151.42 feet to an iron pipe, thence N 16-47 W, 33.45 feet to a point, thence S 64-59 W, 144.27 feet to an iron pipe, thence N 25-01 W, 165.0 feet to an iron pipe, thence in southern right of way line of Meri Lane, thence S 64-59 W, 190.0 feet to a point in the eastern right of way line of S. R. 1303, thence N 44-15 W, 63.55 feet to the point of beginning.

Save and except that portion of the premises designated as Meri Lane on said map referred to in TRACT I above and being more particularly described by survey dated January 20, 1987 by Larry C. Pittman, R.L.S., a copy of which is attached hereto as Exhibit A.

Book 558 Page 306



Book 558 Page 306

Town of Beaufort NC
701 Front St. • P.O. Box 390 • Beaufort, N.C. 28516
252-728-2141 • 252-728-3982 fax
www.beaufortnc.org

APPLICATION FOR VOLUNTARYANNEXATION REQUEST

Instructions: Please complete the form below and include all required attachments, including the **$100 application fee (to The Town of Beaufort)** and return to Town Manager, Town Hall, 701 Front St., PO Box 390, Beaufort, NC, 28516. Incomplete applications will not be processed and returned to the applicant. Please contact Town Hall at (252) 728-2141 with any questions.
Complete applications must be received 15 days prior to the scheduled meeting.

Applicant Name: Beaufort Agrihood Development, LLC

Applicant Address: 176 Mine Lake Ct Ste 100, Raleigh NC 27615

Phone Number: 207-449-8801 Email: beth@beltwayig.com

Property Owner Name: Neely, Bertie Eubanks

Address of Property: 846 Neely Rd Asheboro NC 27203

Phone Number: _____ Email: _____

PROPERTY INFORMATION

Property Address: Live Oak St, Bertram Rd. Current Zoning: R20

15 Digit Pin: 731609167703000 Size of Property (Square Feet or Acres): 42.39

Is the property Contiguous to the City Limits: ■ Yes ☐ No;

If Not Contiguous please indicate how many miles it is to the City Limits: _____

Current Use of Property:

■ Residential ☐ Vacant
☐ Commercial ☐ Other: _____

_____ Date: 01/26/22
Applicant Signature

OFFICE USE ONLY *Revised 03/16*

Received by: _____ Reviewed for Completeness By: _____

Date: _____ Date Deemed Complete and Accepted: _____

Box 133
Pg 1, 2

WARRANTY DEED — Without Private Examination — Herald Printing Co., Morehead City, N. C.

NORTH CAROLINA, CARTERET County.

THIS DEED, Made this 28 th day of July A. D. 19 65

by Ivey Eubanks and Marie D. Eubanks

of CARTERET County and State of NORTH CAROLINA

of the first part, to Bertie L. Eubanks

of CARTERET COUNTY County and State of NORTH CAROLINA

of the second part;

WITNESSETH, That said party of the first part

in consideration of Ten and No/100 - Dollars,

to them paid by party of the second part

the receipt of which is hereby acknowledged, ha ve bargained and sold, and by these presents do grant, bargain, sell

and convey to said party of the second part

his heirs and assigns, a certain tract or parcel of land in CARTERET

County, State of NORTH CAROLINA. more particularly described as follows:

BEGINNING at a iron stake Harry Hardy's southwest corner in the east right of way line of U. S. Highway No. 70; running thence with said Hardy's south line S 49°-40'E, 200.0'; thence N 36°-00'E, 140.0' to the Gooding line; thence with said line S 49°-40'E, 362.0'; thence S 50°-00'E, 797.0' to a concrete monument in the center of a Branch; thence with the center of the Branch S 9°-20'E, 450.0'; S 14°-35'E, 725.0' to another Branch or Gut; thence up said Branch or Gut S 58°-30'W, 542.0' to a iron stake; thence N86°-45'W, 113.0' to a iron stake; thence S 87°-00'W, 215.0' to a iron axle; thence N 29°-30'W, 354.0'; thence N 65°-30'E, 228.0' to a iron stake; thence N 33°-00'W, 1386.5'; thence N 41°-15'E, 81.5'; thence S 32°-15'E, 137.0'; thence N 36°-30'E, 100.0'; thence N 53°-30'W, 150.0' to the east right of way line of U. S. Highway No. 70; thence with said Highway line N 36°-00'E, 363.0' to the point of beginning. Containing 39.85 Acres.

Being a part of the Ivey Eubanks Farm in Beaufort Township Carteret County, North Carolina.

REVENUE STAMPS 00.50 P.P. 10715

50

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said party of the second part his heirs and assigns, to his only use and behoof forever.

And the said party of the first part

for their selves and their heirs, executors and administrators, covenant with said

party of the second part his heirs and assigns, that he is seized of said premises in fee and has right to convey in fee simple; that the same are free and clear from all encumbrances and that he does hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part

have hereunto set their hands and seals the day and year first above written.

(SEAL) Ivey Eubanks (SEAL)

(SEAL) Marie D. Eubanks (SEAL)

STATE OF NORTH CAROLINA, CARTERET County.

I, Charlene Taylor Notary Public, do hereby certify that

Ivey Eubanks and his wife Marie D. Eubanks

personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance.

Witness my hand and notarial seal, this 17th day of September A. D. 19 71

My commission expires My Commission Expires August 8, 1976 Charlene Taylor N. P. (SEAL)

STATE OF NORTH CAROLINA. CARTERET County.

The foregoing certificate of Charlene Taylor

a Notary Public of Carteret County, State of North Carolina, is ~~adjudged~~ certified to be correct. ~~Let the instrument, with the certificates be registered.~~

Witness my hand ~~and official seal~~, this 17 day of Sept A. D. 19 71

~~Clerk Superior Court~~

Filed for registration on the 17 day of Sept 19 71, at 3:00 o'clock, P. M.

and duly recorded in the office of the Register of Deeds of Carteret County, N. C. Recorded in Bk 330 Pg 258

James B. Williams Dep. SP

Register of Deeds

Bk. 330 Pg 258

RT 110002.018.000 NEELY,BERTIE EUBANKS 2021 335,560 MKT CARD 002
PID R 7316.09.16.7703000 355,668 PY Val USE 335,560 LAND 005
846 NEELY RD DEF BLDG 001
LISTER 1/27/2014 F1 ASHEBORO NC 27203 42.390 ACRES XFOB 001
TWP BEAUFORT CITY FIRE BEAUFORT FIRE RESCUE BEAUFORT RESCUE OTHER
LOT BLK PL BK/PG PLAT ADDRESS 0001980 LIVE OAK ST BEAUFORT 28516
NBHD 11000200 USE 000100 RESIDENTIAL DEED 0330 00258 AICUZ PRINTED 4/16/2021 BY ALLENW
LEGAL: ACREAGE HWY 70E HOWLAND ROCK

EXTRA FEATURES

Seq	Bldg	Code	Description	Length	Width	Height	#Units	UT	Qty	Qual	UTPrice	Year	Adj1	Adj2	Adj3	Adj4	%Good	Value
001		000050	BARN	30	18		540.000	SF	1	0D	13.870	0000	.05	1.00	1.00	1.00	.00	

LAND

Seq	Zone	Code	Use	Description	Front	Depth	Back	FT	#Units	UT	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd Adj	Eff Rate	Value
1		110202		HOMESITE ACRE					1.000	AC	108,000.000	1.00	1.00	1.00	1.00	1.00	1.00	1.000	108,000.000	108,000
2		110236		ROAD FRT AGRIC					1.500	AC	105,000.000	1.00	1.00	1.00	1.00	1.00	1.00	1.000	105,000.000	157,500
3		110234		WOODLAND FAIR					26.130	AC	1,500.000	.95	1.00	1.00	1.00	1.00	1.00	1.000	1,424.990	37,235
4		110239		MARSHLAND					4.230	AC	100.000	1.00	1.00	1.00	1.00	1.00	1.00	1.000	100.000	423
5		110228		TILLABLE FAIR					9.530	AC	3,400.000	1.00	1.00	1.00	1.00	1.00	1.00	1.000	3,400.000	32,402

DocuSign Envelope ID: 7C025325-F45C-4DEF-8FF7-88B675A75483

This Annexation may be recorded *only* upon the approval of the Subdivision Preliminary Plat by the Town of Beaufort *and* the transfer of ownership of the property from the Property Owner to the Applicant.

Town of Beaufort NC
701 Front St. • P.O. Box 390 • Beaufort, N.C. 28516
252-728-2141 • 252-728-3982 fax
www.beaufortnc.org

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Complete applications must be received 15 days prior to the scheduled meeting.

Applicant Name: Beaufort Agrihood Development, LLC

Applicant Address: 176 Mine Lake Ct. Ste 100, Raleigh, NC 28516

Phone Number: 207-449-8801 Email: beth@beltwayig.com

Property Owner Name: Bertram Rental Properties LLC

Address of Property: Live Oak St, Bertram Rd.

Phone Number: 919 817 1837 Email: bertram.kelly@gmail.com

PROPERTY INFORMATION

Property Address: Live Oak St, Bertram Rd. Current Zoning: R20

15 Digit Pin: 731609161556000 Size of Property (Square Feet or Acres): 9.93a

Is the property Contiguous to the City Limits: ■ Yes ☐ No;

If Not Contiguous please indicate how many miles it is to the City Limits: _____

Current Use of Property:

■ Residential ☐ Vacant
■ Commercial ☐ Other: _____

_____ Date: 01/26/22
Applicant Signature

OFFICE USE ONLY *Revised 03/16*

Received by: _____ Reviewed for Completeness By: _____

Date: _____ Date Deemed Complete and Accepted: _____

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at the date and time and in the Book and Page shown on the first page hereof.

Karen S. Hardesty, Register of Deeds
By: Mary Hayes
Asst. Deputy, Register of Deeds

FILE # 1580014

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
June 27, 2017 03:13:55 PM
TRAVIS DEED 4 P
FEE: $26.00
FILE # 1580014

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $0.00

Parcel Identifier No. 731609161556000 Verified by Carteret County on the ____ day of_____, 20____
By:_____

Mail/Box to: Wheatly, Wheatly, Weeks, Lupton & Massie, PA, P O Box 360, Beaufort, NC 28516

This instrument was prepared by: C. R. Wheatly, III

Brief description for the Index: Acreage off Hwy 70, Beaufort

THIS DEED made this 9th day of June, 2017, by and between

GRANTOR	GRANTEE
Michael L. Bertram and William Kelly Bertram, Co-Executors of the Estate of Fred L. Bertram; Michael L. Bertram and wife, Tamara Bertram; and William Kelly Bertram and wife, Loretta Bertram 416 Victoria Hills Drive Fuquay Varina, NC 27526	Bertram Rental Properties, LLC, a North Carolina Limited Liability Company 416 Victoria Hills Drive Fuquay Varina, NC 27526

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Beaufort Township, Carteret County, North Carolina and more particularly described as follows:

Beginning at a point in the eastern right-of-way of U.S. Highway 70, which point of beginning is described as being the following course and distance from where the centerline of Pinner Point Road would intersect with the centerline of U.S. Highway 70 and running from said point of intersection N 38-49-14 E, 747.19 feet to a found iron pipe, Tiller School's northwest corner, the Point or Place of Beginning; running thence from said Point or Place of Beginning and running with the eastern right-of-way of U.S. Highway 70 N 35-52-55 E, 220.55 feet to a set iron pipe; running thence from said set iron pipe and leaving the eastern right-of-way of U.S. Highway 70 S 33-30-01 E, 216.4 feet to a point; thence from said point S 56-30-00 W, 32.2 feet to a point; thence S 33-30-00 E, 76.6 feet to a point; thence N 56-30-00 E, 35 feet to a point; thence from said point S 33-30-00 E, 1,703.6 feet to a set iron pipe; thence from said point S 68-00-00 W, 239 feet to a set

(4)

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Printed by Agreement with the NC Bar Association

BOOK 1580 PAGE 14

iron pipe; thence from said point N 32-17-44 W, 1,144.59 feet to a point; thence N 28-01-57 W, 192.55 feet to a point; thence from said point S 60-02-29 W, 14.09 feet to a point; thence S 60-02-29 W, 45.91 feet to a point; thence from said point N 28-45-10 W, 546.85 feet to the Point or Place of Beginning, see map entitled "Existing Parcel Survey for Fred L. Bertram", dated July 23, 2014, revised July 29, 2014 and July 30, 2014, prepared by Powell Surveying Company, PA, which map is incorporated herein by reference.

All leases for property on the above described tract are hereby assigned to Grantee.

The property hereinabove described was acquired by the deceased, Fred L. Bertram, by instrument recorded in Book 338, Page 367, Carteret County Registry.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

A map showing the above described property is recorded in Map Book _____, Page _____, Carteret County Registry.

THIS DEED HAS BEEN PREPARED WITHOUT TITLE EXAMINATION.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee, in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Michael L. Bertram (SEAL)
Michael L. Bertram, Co-Executor of the Estate of Fred L. Bertram

William Kelly Bertram (SEAL)
William Kelly Bertram, Co-Executor of the Estate of Fred L. Bertram

Michael L. Bertram (SEAL)
Michael L. Bertram

Tamara Bertram (SEAL)
Tamara Bertram

William Kelly Bertram (SEAL)
William Kelly Bertram

Loretta Bertram (SEAL)
Loretta Bertram

BOOK 1580 PAGE 14

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State of North Carolina
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that Michael L. Bertram, Co-Executor of the Estate of Fred L. Bertram, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 27 day of June, 2017.

My Commission Expires:
2/22/22

EMILY C. BROWN NOTARY PUBLIC CARTERET COUNTY, NC

Emily C Brown
Notary Public

State of North Carolina
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that Michael L. Bertram and wife, Tamara Bertram, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 27 day of June, 2017.

My Commission Expires:
2/22/22

EMILY C. BROWN NOTARY PUBLIC CARTERET COUNTY, NC

Emily C Brown
Notary Public

State of North Carolina
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that William Kelly Bertram, Co-Executor of the Estate of Fred L. Bertram, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 27 day of June, 2017.

My Commission Expires:
2/22/22

EMILY C. BROWN NOTARY PUBLIC CARTERET COUNTY, NC

Emily C Brown
Notary Public

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Printed by Agreement with the NC Bar Association

BOOK 1580 PAGE 14

State of North Carolina
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that William Kelly Bertram and wife, Loretta Bertram, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 27 day of June, 2017.

My Commission Expires:
2/22/22

EMILY C. BROWN NOTARY PUBLIC CARTERET COUNTY, NC

Emily C Brown
Notary Public

BOOK 1580 PAGE 14

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TOWN OF BEAUFORT

02/18/22 15:27 Invoice Payment

Customer: BELTW005
Name: Beltway Investment Group Inc

Invoice: 22-00512
Item 1
Other Application Fees 100.00

100.00

Chk#: 1070
Batch Id: SL0218
Ref Num: 22133 Seq: 69 to 69

Cash Amount: 0.00
Check Amount: 100.00
Credit Amount: 0.00

Total: 100.00

INVOICE #
22-00512

INVOICE DATE: 02/18/22
DUE DATE: 02/18/22

ION	UNIT PRICE	AMOUNT
pplication Fees	100.000000	100.00
R VOLUNTARY ANNEXATION		
	TOTAL DUE:	$ 100.00

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

TOWN OF BEAUFORT
701 FRONT ST.
PO BOX 390
BEAUFORT, NC 28516-0390

INVOICE #: 22-00512
DESCRIPTION:
ACCOUNT ID: BELTW005 PIN: 500698
DUE DATE: 02/18/22
TOTAL DUE: $ 100.00

Beltway Investment Group Inc
10 State Road
Bath, ME 04530

TOWN OF Beaufort
Public Services Department
701 Front Street, Beaufort, NC 2816
P.O. Box 390, Beaufort, NC 28516
Phone: 252-728-2141

WASTEWATER ALLOCATION REQUEST

The Town of Beaufort, in an effort to manage and maintain the sewer and water capacity for the Town, requires that this application be completed and submitted to the Town for consideration of a utility allocation. Review fee is due upon submittal of request.

Wastewater Allocation Request Review Fee: $50

SITE INFORMATION

Name of Project: Salt Wynd Preserve **Acreage of Property:** 37.07

County Tag Number: N/A **NC PIN:** _____

Address/Location: Live Oak St, Bertram Rd

Beaufort NC 28516

Zoning District: R20

Location Status: ☐ Town Limits ■ Existing Out-of-Town Service Area
☐ Out-of-Town Service Approval/Agreement

APPLICANT INFORMATION

Applicant: Beaufort Agrihood Development, LLC

Mailing Address: 176 Mine Lake Ct Suite 100, Raleigh NC 27615

Phone Number: 207-449-8801 **Fax:** _____

Contact Person: Beth Clifford

Email Address: beth@beltwayig.com

PROPERTY OWNER INFORMATION

Name: Multiple, see Annexation submission

Mailing Address: _____

Phone Number: _____ **Fax:** _____

Email Address: _____

FOR OFFICE USE ONLY

Date Received: _____ File Number/Name: _____

PROJECT INFORMATION

Use: ■ New ☐ Expanded ☐ Change **Use Type:** ■ Residential ☐ Commercial

Proposed Use(s): R20 **Existing Use(s):** R20

Developer Name: Beaufort Agrihood Development, LLC
Mailing Address: 176 Mine Lake Ct Suite 100, Raleigh NC 27615
Phone Number: 207-449-8801 **Fax Number:**
Email Address: beth@beltwayig.com

ALLOCATION REQUEST (See instructions on page 3 regarding use of Professional Engineer)

The following supplemental information is required:

- **Complete development proposal for Priority Levels 1, 2 or 3 allocation request**
- **Preliminary plan or sketch plan for Priority Level 4 allocation request meeting requirements for site plans as established on the Town's Building Permit Application or as described for sketch plans by the Town's Subdivision Ordinance**
- **If a phasing schedule is proposed, include as an attachment**

Residential:

Gross Acreage: 37.07

Single Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units	0		
3 Bedroom Units	40	360	14,400
>3 Bedroom Units	7	480	3,360
Total	47	------	17,760

Multi-Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units			
3 Bedroom Units			
>3 Bedroom Units			
Total	0	------	

Non-Residential: ***(Design Flow Guideline provided as Appendix A)****

**If design flow deviates from the flow rates presented in Appendix A, provide supporting documentation/justification as an attachment in the form of 12 months of water bills demonstrating gallons per day utilized.*

Gross Acreage: 0

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Total			------	

TOTAL REQUESTED GALLONS PER DAY: 17,760

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town of Beaufort to approve the subject Wastewater Allocation. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Beaufort, North Carolina, and will not be returned.

Beth Clifford		01/26/22
Print Name	*Signature of Applicant*	*Date*

ENGINEER'S CERTIFICATION

The allocation request data provided on page 2 of this form shall be provided by a Professional Engineer for all requests except single lot residential infill requests and commercial requests equal to or less than 360 gallons per day. The certification statement below shall be completed by the Professional Engineer providing the data.

I, Linwood Stroud hereby attest that the total requested allocation and the values used to derive the total are to the best of my knowledge, accurate and complete having been prepared in accordance with the instructions of this form while also adhering to applicable State laws, regulations, and rules, concerning the determination of design daily wastewater flows from facilities served by public wastewater collection and treatment systems.

Signed and Dated Professional Engineer Seal

Stroud Engineering P.A.	107B Commerce St. Greenville NC 27858
Firm Name	Address
(252) 756-9352	lstroud@stroudengineer.com
Telephone No.	Email Address

Town of Beaufort, NC
701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Code Enforcement

BRIEF SUMMARY:

Upon a recent request by the Commissioners, staff and Town Attorney will be sharing information regarding Code Enforcement in the Town of Beaufort, and how those provisions correspond to the State statute.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

Town of Beaufort, NC
701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Case # 22-09 Preliminary/Final Plat - 146 Gibbs Court

BRIEF SUMMARY:

The applicant wishes to subdivide a 4.2 acre tract into 2 lots.

This property is in the Extraterritorial Jurisdiction (ETJ). As this property is located within the Town's ETJ and is served by existing streets and has water & septic permits from the County, no bonding of infrastructure is required.

Recreation fees in the amount of $1,259.20 will be required at time of recordation.

At their April 18th 2022, regular meeting the Planning Board unanimously recommended approval of the final Plat.

REQUESTED ACTION:

Discussion on Preliminary & Final Plat

Decision on Preliminary Plat

Recommendation on the Final Plat to the Board of Commissioners

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

STAFF REPORT

To: The Honorable Mayor & Board of Commissioners

From: Kyle Garner, AICP, Town Planner

Date: April 19, 2022

Case No. 22-09 Preliminary/Final Plat 146 Gibbs Court

THE QUESTION: Subdivide a 4.2 acre tract into 2 lots.

BACKGROUND: This property is in the Extraterritorial Jurisdiction (ETJ)

Location:	146 Gibbs Court
Owners:	Jose & Celia Gutierrez
Requested Action:	Subdivide a 4.2 Acre Tract into 2 Lots
Existing Zoning	R-20
Size:	4.2 acres
Existing Land Use:	Undeveloped

SPECIAL INFORMATION: As this property is located within the Town's ETJ and is served by existing streets and has water & septic permits from the County no bonding of infrastructure is required.

Recreation fees in the amount of $1,259.20 will be required at time of recordation.

At their April 18th 2022, regular meeting the Planning Board unanimously recommended approval of the final Plat.

Public Utilities:

Water:	Private Well (See County Environmental Permit)
Sanitary Sewer:	Septic (See County Environmental Permit)

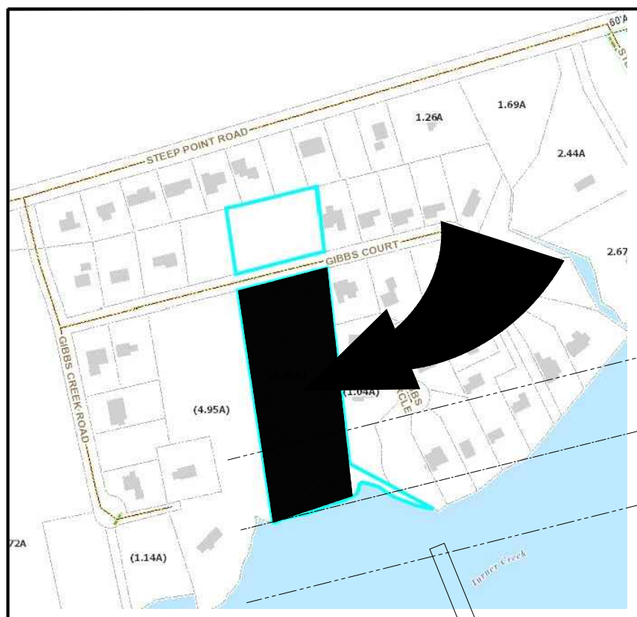
OPTIONS:

1. Decision on Final Plat

Attachments:

- Attachment A - Vicinity Map
- Attachment B - Preliminary/Final Plat 146 Gibbs Court
- Attachment C – County Environmental - Water/Well Permit
- Attachment D – County Environmental - Septic Permit
- Attachment E – Existing Plat
- Attachment F – Environmental Conditions

Case 22-09 Vicinity Map - Preliminary/Final Plat - 146 Gibbs Court



SURVEYORS CERTIFICATION

I, JAMES I. PHILLIPS III, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP WAS MADE BY ME FROM AN ACTUAL SURVEY PERFORMED BY ME FROM REFERENCES AS SHOWN HEREON.THAT BOUNDARIES NOT SURVEYED ARE NOTED AND PLOTTED FROM REFERENCES AS SHOWN HERON. THAT PORTIONS OF THIS SURVEY WAS PERFORMED WITH GPS EQUIPMENT (TOPCON HIPER LITE + LOCAL BASE STATION AND TOPCON HIPER V-ROVER) MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION AND SPECIFICATIONS WHERE USED TO PERFORM THE SURVEY:CLASS OF SURVEY: CLASS A, POSITIONAL ACCURACY: 95%,TYPE OF GPS FIELD PROCEDURE: NCGS RTK NETWORK AND\OR LEAST SQUARES ADJUSTMENTS WITHIN SPECTRA PRECISION SURVEY PRO SOFTWARE, DATES OF SURVEY: _NOVEMBER 10, 2021, DATUM/EPOCH: NAD 1983(2011) EPOCK(2010) NAVD 1988, PUBLISHED/FIXED-CONTROL USE: NC CORS , GEOID MODEL:12A(CONUS), COMBINED GRID FACTOR(S): _0.9999205_, AND UNITS:US SURVEY FEET.
I FURTHER CERTIFY THAT OTHER PORTIONS OF THIS SURVEY WHERE PERFORMED WITH CONVENTIONAL SURVEY METHODS AND THAT THE RATIO OF PRECISION AS CALCULATED BY THE COORDINATE METHOD IS 1:10,000+(CLASS A); THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEA THIS 27TH DAY OF MARCH, A.D. 2022.

XX A. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF THE COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCEL OF LAND;
B. THAT THE SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
C. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND;
D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
E. THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF HIS OR HER PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

JAMES I. PHILLIPS III RLS NO. L-3151
SURVEYORS CERTIFICATION

NORTH CAROLINA PROFESSIONAL SEAL L-3151 LAND SURVEYOR IRA PHILLIPS III

JAMES IRA PHILLIPS III, PLS

Digitally signed by JAMES IRA PHILLIPS III, PLS
cn=JAMES IRA PHILLIPS III, PLS, ou= JAMES PHILLIPS LAND SURVEYING, o= SAME, l= BEAUFORT, st= NC, c= US, email= jip3@coastalnet.com
Date: 2022.04.06 08:37:04 EDT

TOTAL AREA
183,193 Sq. Feet
4.2055 Acres

STATE OF NORTH CAROLINA

I,_____, _____REVIEW OFFICER OF CARTERET COUNTY CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER

DATE:_____

REGISTER OF DEEDS

Filed for registration at_____.M on____day of_____, and record in Book_____, page_____. Office of the register of deeds, CARTERET County, North Carolina.

KAREN HARDESTY Register of Deeds

By_____
Assistant Deputy

TOTAL AREA 4.21 ACRES
ZONED R20 SETBACKS 30F, 25R, 15S, 40H
OWNER INFO
GUTIERREZ,CELIA A & JOSE
110 TIDAL ISLAND WAY
CHESAPEAKE VA 23520
jigutierrez5418@gmail.com

LOTS ARE SERVED BY INDIVIDUAL WELLS AND SEPTIC SYSTEMS PERMITS AVAILABLE UPON REQUEST.

NO NEW STREETS OR OTHER PUBLIC IMPROVEMENTS REQUIRED.

Certificate of ownership and dedication.
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the Town of Beaufort and that I hereby adopt this plan of subdivision with my free consent, established minimum building setback lines, and dedicate all streets, alleys, walks, parks, and other sites and easements to public or private use as noted. Furthermore, I hereby dedicate all sanitary sewer, storm sewer and water lines to the Town of Beaufort.

_____
Date Owner(s)

Certification of Approval by the Planning Board

The Beaufort Planning Board hereby approves the final plat for the **CELIE A. ROMAINE & HUSBAND , JOSE . GUTIERREZ s**ubdivision.

_____
Date Chairman, Beaufort Planning Board

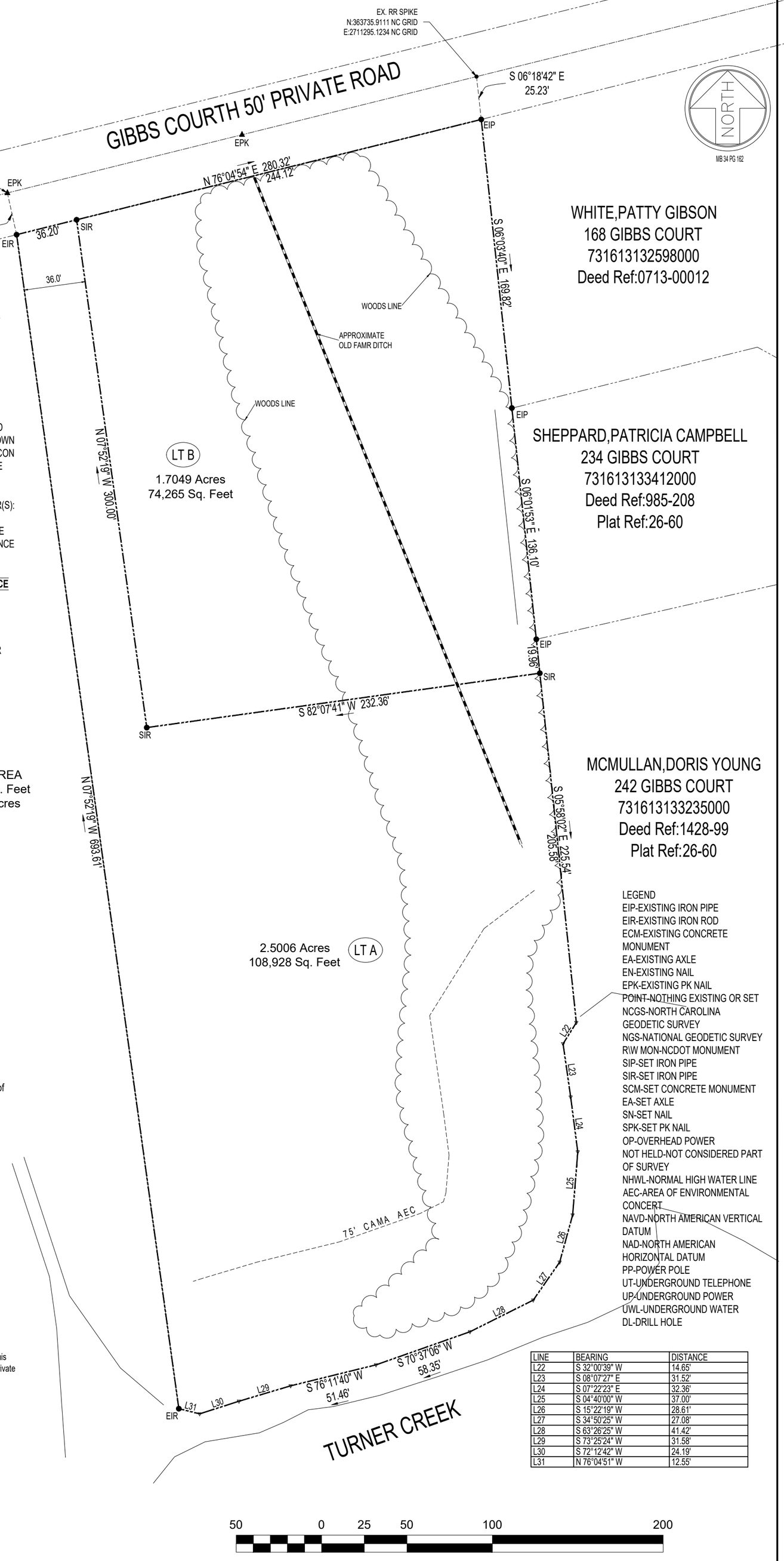
Certificate of Approval for Recording

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Beaufort, North Carolina, and that this plat has been approved by the Board of Commissioners for recording in the office of the Register of Deeds of Carteret County.

_____
Date Town Clerk, Beaufort

4.12.02-Certification of approval of water supply and sewage disposal systems. I hereby certify that the water supply and sewage disposal systems installed or proposed for installation in CELIE A. ROMAINE & HUSBAND , JOSE . GUTIERREZ_ Subdivision meet necessary public health requirements (as described in appendix XI of the subdivision regulations) of Beaufort, and are hereby approved.

_____
Date County Health Officer or His Authorized Representative date



LINE	BEARING	DISTANCE
L22	S 32°00'39" W	14.65'
L23	S 08°07'27" E	31.52'
L24	S 07°22'23" E	32.36'
L25	S 04°40'00" W	37.00'
L26	S 15°22'19" W	28.61'
L27	S 34°50'25" W	27.08'
L28	S 63°26'25" W	41.42'
L29	S 73°25'24" W	31.58'
L30	S 72°12'42" W	24.19'
L31	N 76°04'51" W	12.55'

SKETCH / PRELIMINARY / FINAL
CELIE A. ROMAINE &
HUSBAND , JOSE . GUTIERREZ
146 GIBBS COURT
TOWN OF BEAUFORT ETJ, BEAUFORT TOWNSHIP
CARTERET COUNTY, N.C.
SCALE 1"=50'

PRESENT OWNER: SAME
DEED REF: BOOK PAGE 1737/275
MAP REF: BOOK PAGE 34/162
PIN: 731613131310000
SHEET:1 OF 1
JOB #:21-156
REVISIONS
DATE OF FIELD SURVEY:-11-10-2021
DATE OF MAPPING:3-27-2022
SURVEY BY: JIP
DRAWN BY: JIP
CHECKED BY: JIP

JAMES I. PHILLIPS LAND SURVEYING
PO BOX 2103, 379 Arrington Rd., Beaufort, N.C. 28516
252-728-5848 phone jip3@coastalnet.com

D:\AJOBS\2021surveyjobs\21-156 155 GIBBS CT\21-156-lot division.dwg, 4/6/2022 8:36:02 AM, AutoCAD PDF (High Quality Pri...3

Well Construction Permit

Carteret County Health Department
Environmental Health Division
3820 Bridges St. Suite A
Morehead City NC, 28557
Phone: 252-728-8499 Fax: 252-222-7753

For Office Use Only

*CDP File Number 360835
PIN Number: 73161313131000
Tax Lot #: A Tax Block #:
Evaluated For: SINGLE FAMILY \ WELL

Property Owner:	George Edward Gibbs
Address:	1304 Inverness Dr
City:	Lawrence
State/Zip:	NC / 66049
Phone #:	H: (785) 843-6340

Applicant:	Sarah Hassinger
Address:	131 Middle Ln
City:	Beaufort
State/Zip:	NC / 28516
Phone #:	C: (252) 723-0255

Property Location & Site Information

Address/Road #: 146 Gibbs Ct
Beaufort NC, 28516

Subdivision:

Phase:

Lot: A

*Proposed use of Well: SINGLE FAMILY

Directions

If Other:

Well Contractor Information

Drilling Contractor:

Driller Registration:

Permit Conditions

*Permit Conditions
Well shall maintain the following setbacks:
- 25' to any existing or proposed structure or foundation
- 50' to any part of initial or repair wastewater system area

Well location, construction and protection must meet all state and local regulations and must be inspected and approved by an authorized representative of the Local Health Department. The permit may be revoked at any time for failure to comply with existing regulations. The siting of approved well construction area(s) by the Health Department is to provide protection from the known possible sources of contamination. The approved well area(s) may not be changed without permission from an authorized representative of the Local Health Department. No volume of quality of water is guaranteed by the Health Department.

*Issued By: Tovsky, Andrew

*Date of Issue: 08/03/2021

Authorized State Agent:

Owner/Applicant:

⊗ Hand Drawing ○ Import Drawing

****Site Plan/Drawing attached.****

Site Plan

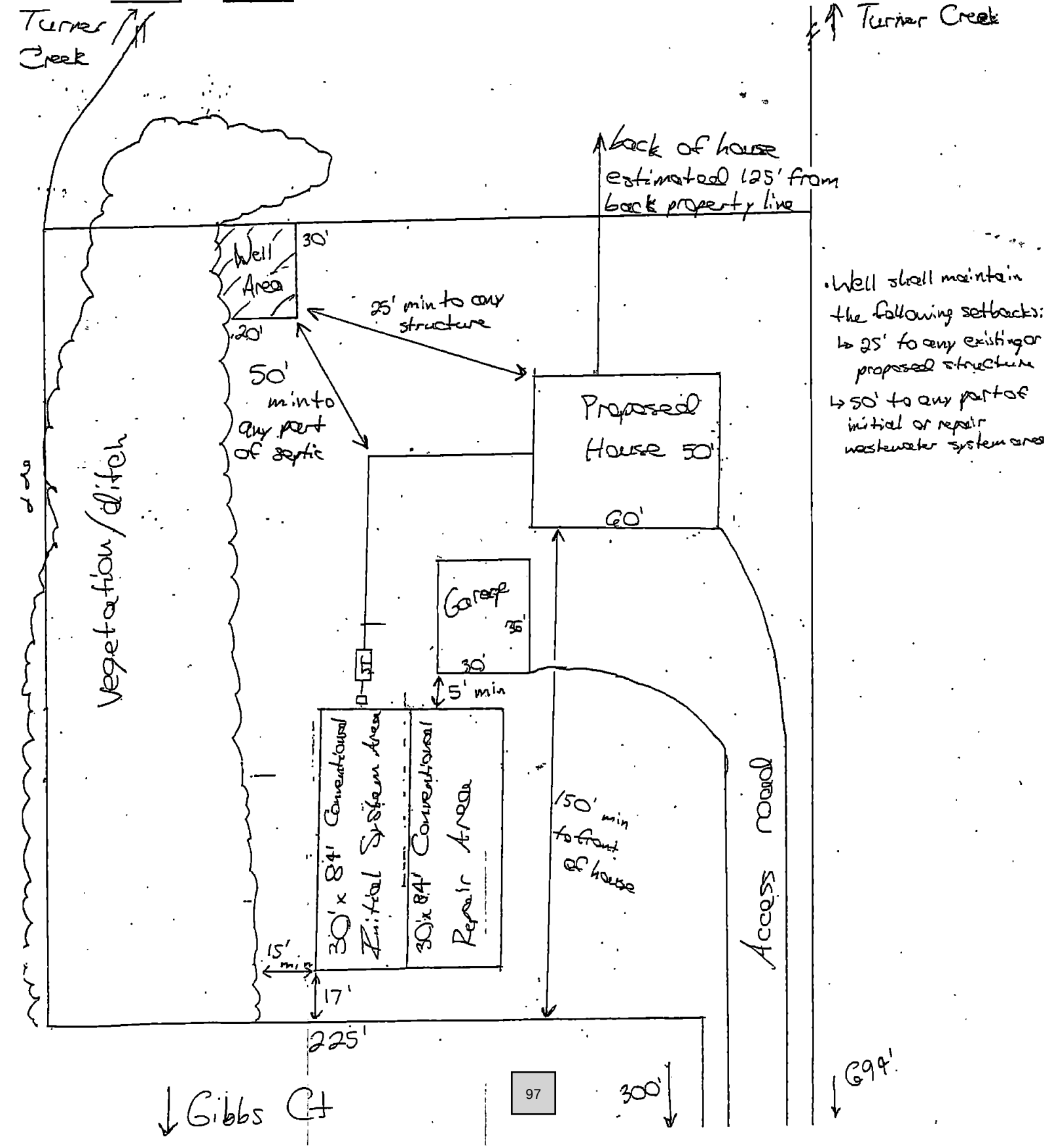
- ☐ Construction Authorization
- ☐ Improvement Permit
- ☒ Well Permit
- ☐ Existing System Connection Authorization

CDP File Number: 360835

County File Number: 2316.13.13.1310

Scale 1 " to 40 '

Address: 146 Gibbs Ct Lot A

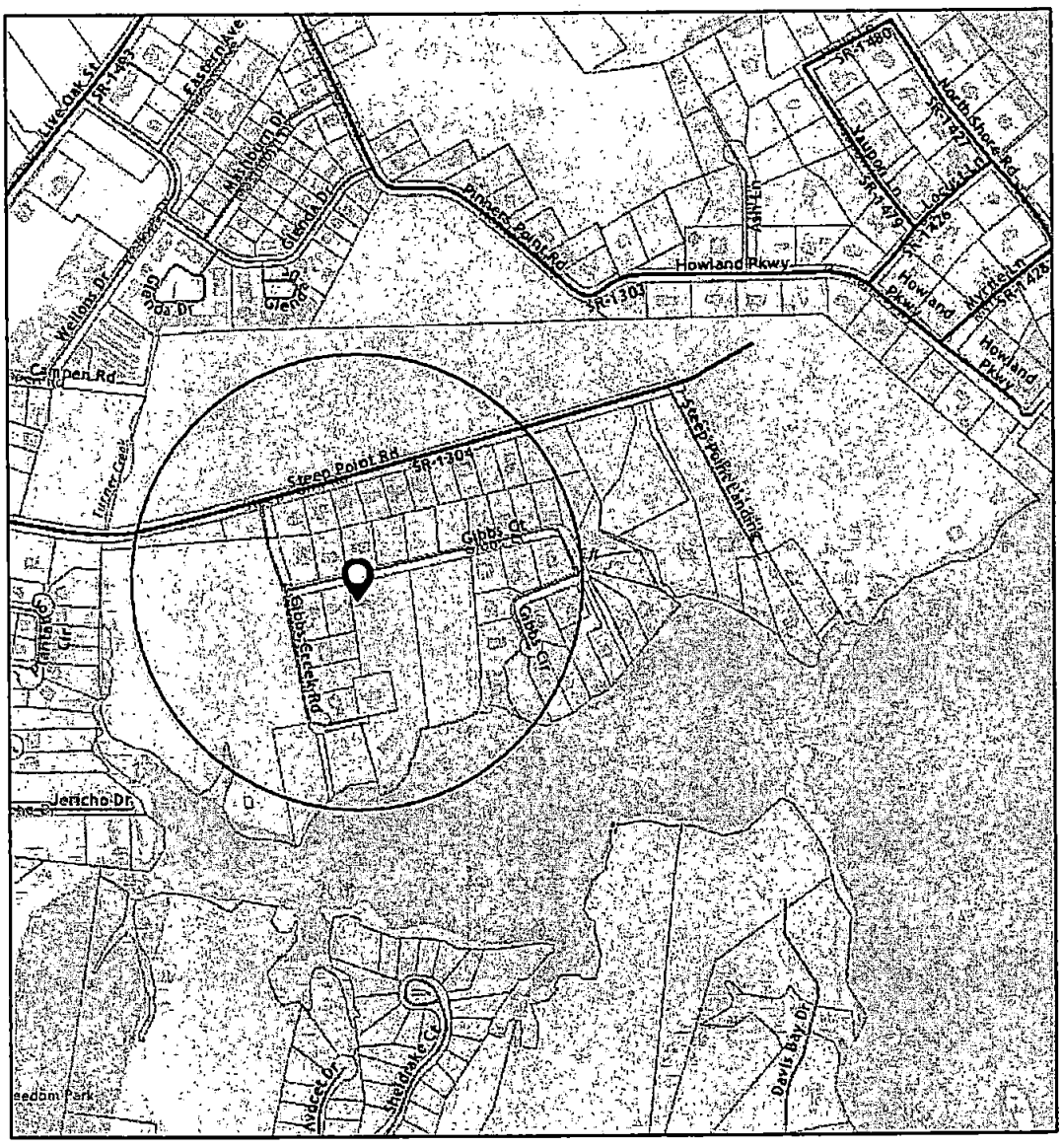


WPDT Report

Area of Interest (AOI) Information

Area : 3,134,508.65 ft²

Aug 3 2021 15:18:08 Eastern Daylight Time


Howland Pkwy
Howland Pkwy
Howland Pkwy

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IMPROVEMENT PERMIT

Carteret County Health Department
Environmental Health Division
3820 Bridges St. Suite A
Morehead City, NC 28557
Phone: 252-728-8499 Fax: 252-222-7753

For Office Use Only

*CDP File Number	360835 - 1
County ID Number:	73161313131000
Evaluated For:	NEW

5.

PERMIT VALID UNTIL: 07/14/2026

***NOTE TO INSPECTIONS DIVISION:** Building Permits cannot be issued with this Improvement Permit.

Applicant:	Sarah Hassinger
Address:	131 Middle Ln
City:	Beaufort
State/Zip:	NC 28516
Phone #:	wrk: (252) 728-1310 cell :(252) 723-0255

Property Owner:	George Edward Gibbs
Address:	1304 Inverness Dr
City:	Lawrence
State/Zip:	KS. 66049
Phone #:	home: (785) 843-6340

Property Location & Site Information

Address/Road #: 146 Gibbs Ct Beaufort, NC 28516 Subdivision: **Directions** Phase: NEW Lot: A

Structure: SINGLE FAMILY

# of Bedrooms: 5

# of People: 10

*Water Supply: PUBLIC

System Specifications

Initial System

*Site Classification: Provisionally Suitable

Design Flow: 600

Soil Application Rate: 0.6000

*System Classification/Description:
TYPE II C. CONV. SYSTEM WITH SHALLOW PLACEMENT

*Proposed System:
CONVENTIONAL

Minimum Trench Depth: 12 Inches

Maximum Trench Depth 14 Inches

Septic Tank: 1250 Gallons

Pump Required ◯ Yes ◯ No (X) May Be Required

Pump Tank: 1000 Gallons

Repair System Required: (X) Yes ◯ No ◯ No, but has Available Space

Repair System

*Site Classification: Provisionally Suitable

Soil Application Rate: 0.600

*System Classification/Description:
TYPE II C. CONV. SYSTEM WITH SHALLOW PLACEMENT

*Proposed System:
CONVENTIONAL

Minimum Trench Depth: 12 Inches

Maximum Trench Depth 16 Inches

Pump Required: ◯ Yes ◯ No (X) May Be Required

Pump Tank: Gallons

No grading or construction activity is allowed in areas designated for system and repair without approval of Health Departmen

***Site Modifications**

The issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements.

***Permit Conditions**

The Department and Local Health Department may impose conditions on the issurance and may revoke the permits for failure of the system to satisfy the conditions, the rules, or this article. This permit is subject to revocation it the site plan, plat, or intended use changes (NCGS 130A-335(f)). The person owning or controlling the system location, installing, operation, maintenance, monitoring, reporting, and repair (.1938(b)).

Authorized State Agent: Allen, Daniel Date of Issue: 07/14/2021

100

Total Time: (HH:MM)

(X) Hand Drawing ◯ Import Drawing **Site Plan/Drawing attached.**

Site Plan

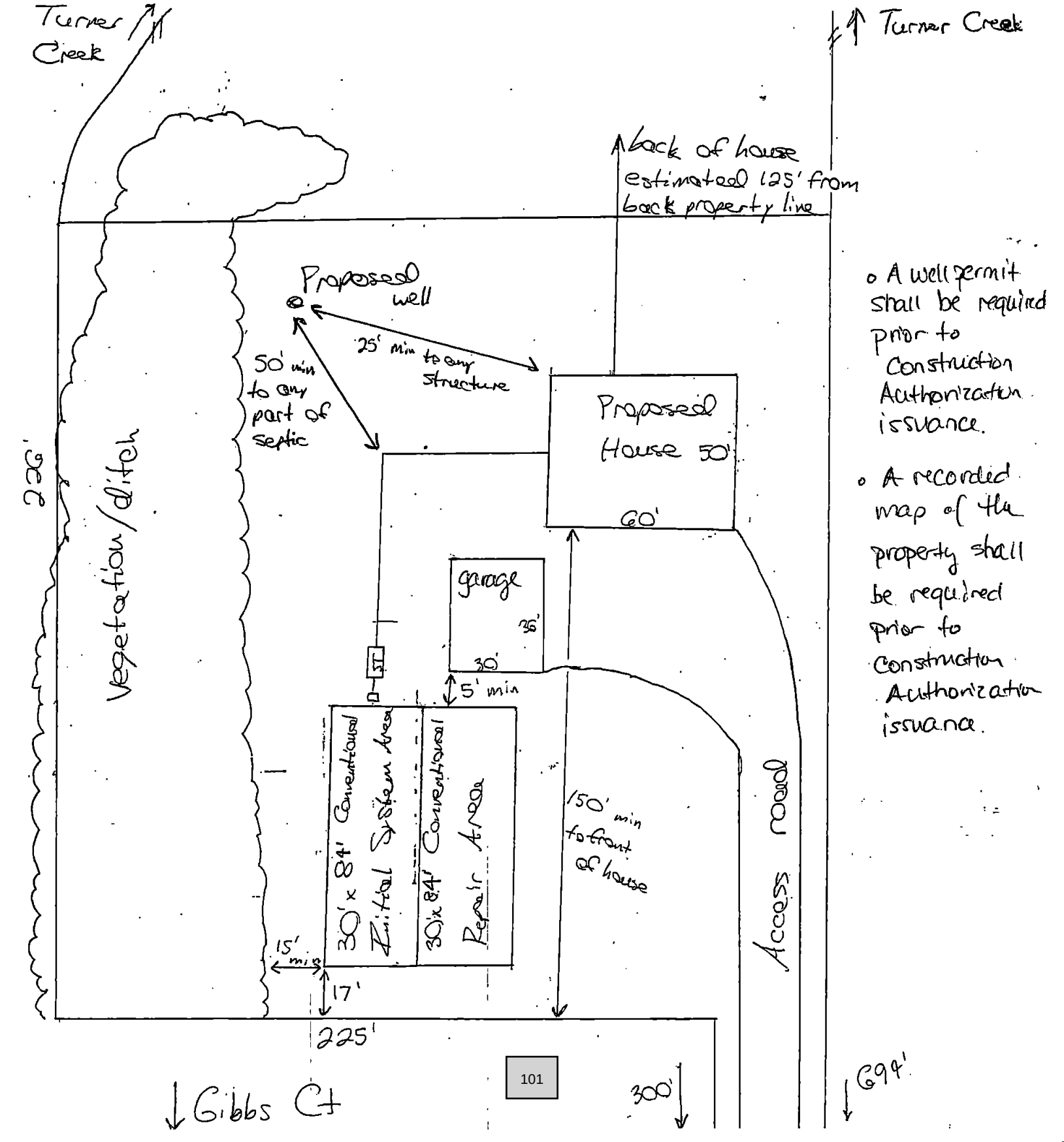
- ☐ Construction Authorization
- ☒ Improvement Permit
- ☐ Well Permit
- ☐ Existing System Connection Authorization

CDP File Number: 360835

County File Number: 7316.13.131310

Scale 1 " to 40 '

Address: 146 Gibbs Ct Lot A



- A well permit shall be required prior to Construction Authorization issuance.
- A recorded map of the property shall be required prior to Construction Authorization issuance.

IMPROVEMENT PERMIT

Carteret County Health Department
Environmental Health Division
3820 Bridges St. Suite A
Morehead City, NC 28557
Phone: 252-728-8499 Fax: 252-222-7753

For Office Use Only

*CDP File Number: 360836 - 1
County ID Number: 73161313131000
Evaluated For: NEW

5.

PERMIT VALID UNTIL: 07/15/2026

***NOTE TO INSPECTIONS DIVISION:** Building Permits cannot be issued with this Improvement Permit.

Applicant:	Sarah Hassinger
Address:	131 Middle Ln
City:	Beaufort
State/Zip:	NC 28516
Phone #:	wrk: (252) 728-1310 cell :(252) 723-0255

Property Owner:	George Edward Gibbs
Address:	1304 Inverness Dr
City:	Lawrenceville
State/Zip:	KS. 66049
Phone #:	home: (785) 843-6340

Property Location & Site Information

Address/Road #: 146 Gibbs Ct Beaufort, NC 28516
Subdivision:
Phase: NEW
Lot: B

Directions

Structure:	SINGLE FAMILY
# of Bedrooms:	4
# of People:	8
*Water Supply:	PUBLIC

System Specifications

Initial System

*Site Classification: Suitable
Design Flow: 480
Soil Application Rate: 0.7000

*System Classification/Description:
TYPE II A. CONV SYSTEM (SINGLE-FAMILY OR 480 GPD OR LESS)

*Proposed System:
CONVENTIONAL

Minimum Trench Depth: 12 Inches
Maximum Trench Depth 18 Inches
Septic Tank: 1000 Gallons
1-Piece: ◯ Yes (X) No
Pump Required: ◯ Yes ◯ No (X) May Be Required
Pump Tank: 1000 Gallons
1-Piece ◯ Yes (X) No

Repair System Required: (X) Yes ◯ No ◯ No, but has Available Space

Repair System

*Site Classification: Suitable
Soil Application Rate: 0.600

*System Classification/Description:
TYPE II A. CONV SYSTEM (SINGLE-

*Proposed System:
8" LARGE DIAMETER PIPE SYST

Minimum Trench Depth: 12 Inches
Maximum Trench Depth 18 Inches
Pump Required: ◯ Yes ◯ No (X) May Be Required

CDP File Number: 360836 County ID Number: 73161313131000

5.

***Site Modifications**

No grading or construction activity is allowed in areas designated for system and repair without approval of Health Department.

***Permit Conditions**

The issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements.

Site Plan (X)

The Improvement Permit shall be valid for 5 years from date of issue with a site plan (means a drawing not necessarily drawn to scale that shows the existing and proposed property lines with dimensions, the location of the facility and appurtenances, the site for the proposed Wastewater system, and the location of water supplies and surface waters).

Plat ( )

The Improvement Permit shall be valid without expiration with plat (means a property surveyed prepared by a registered land surveyor, drawn to a scale of one inch equals no more than 60 feet, that includes: the specific location of the proposed facility and appurtenances, the site for the proposed Wastewater system, and the location of water supplies and surface waters. Plat also means, for subdivision lots approved by the local planning authority and recorded with the county register of deeds, a copy of the recorded subdivisions plat that is accompanied by a site plan that is drawn to

The Department and Local Health Department may impose conditions on the issuance and may revoke the permits for failure of the system to satisfy the onditions, the rules, or this aritcle. This permit is subject to revocation if the site plan, plat, or intended use changes (NCGS 130a-335(f)). The person owning or controlling the system shall be responsible for assuring compliance with the laws, rules, and permit conditions regarding system location, installation, operation, maintenance,monitoring,reporting, and repair (.1938(b)).

Applicant/Legal Resps. Signature Required ? ( ) Yes (Ø) No

Applicant/Legal Reps. Signature: _____ Date:

*Issued By: Allen, Daniel Date of Issue: 07/15/2021

Authorized State Agent: Daniel Allen ( ) Valid without Expiration ?

(Ø) Hand Drawing ( ) Import Drawing

****Site Plan/Drawing attached.****

Site Plan

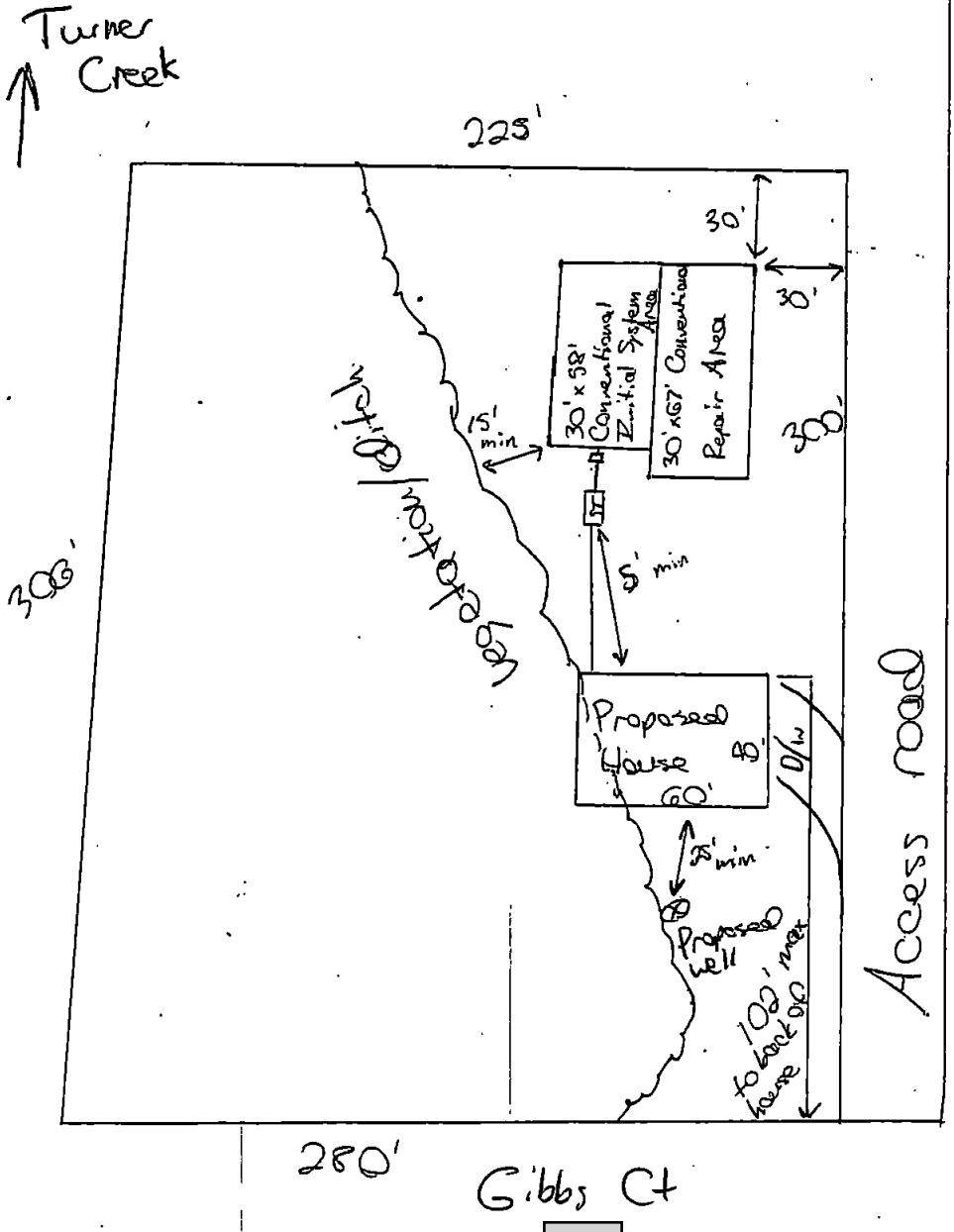
- ☐ Construction Authorization
- ☒ Improvement Permit
- ☐ Well Permit
- ☐ Existing System Connection Authorization

CDP File Number: 360836

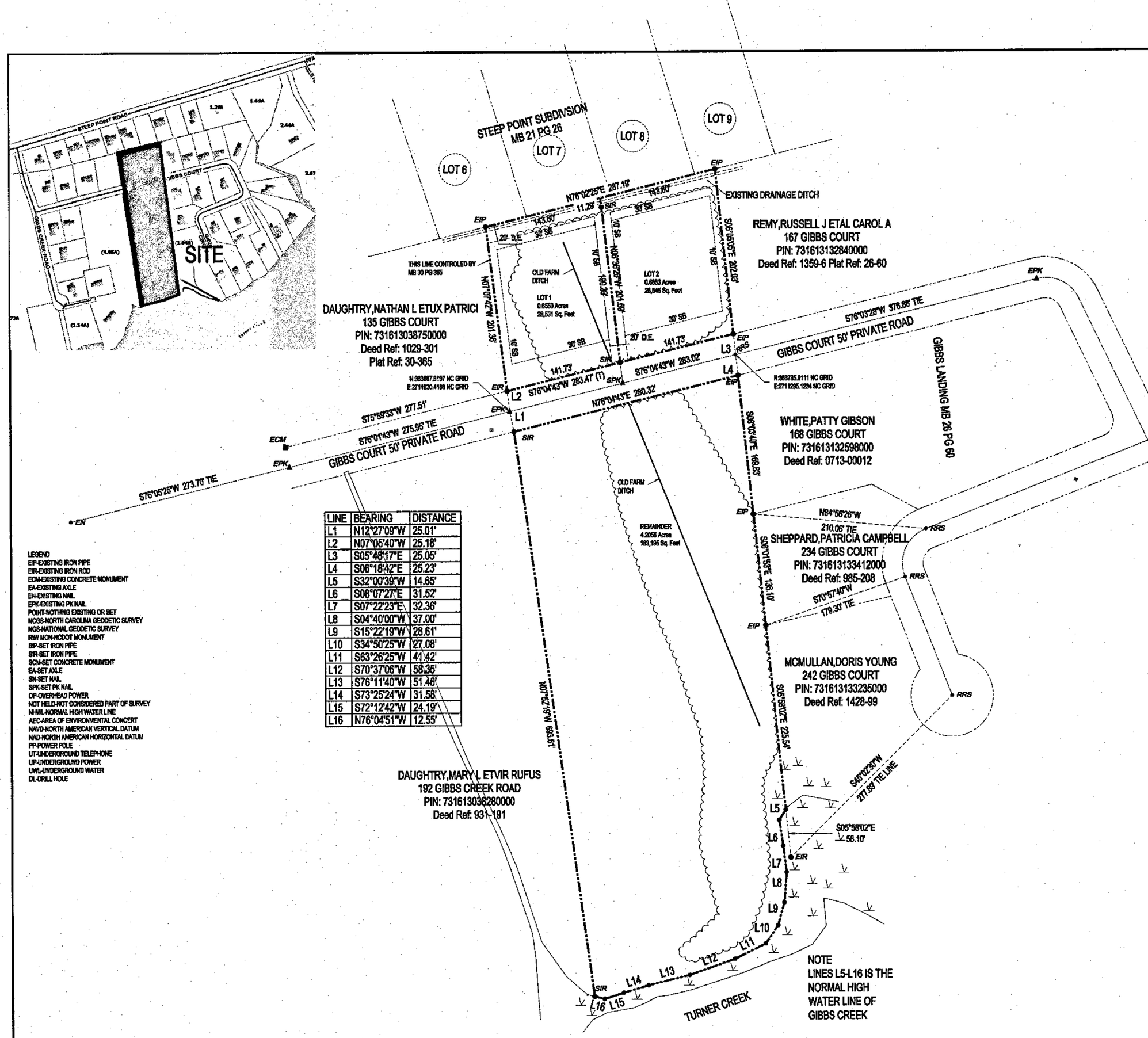
County File Number: 7316.13.13.1310

Scale 1 " to 60 '

Address: 146 Gibbs Ct Lot B



- A well permit shall be required prior to Construction Authorization issuance.
- A recorded map of the property shall be required prior to Construction Authorization issuance.



LINE	BEARING	DISTANCE
L1	N12°27'09"W	25.01'
L2	N07°05'40"W	25.18'
L3	S05°48'17"E	25.05'
L4	S06°18'42"E	25.23'
L5	S32°00'39"W	14.65'
L6	S08°07'27"E	31.52'
L7	S07°22'23"E	32.36'
L8	S04°40'00"W	37.00'
L9	S15°22'19"W	28.61'
L10	S34°50'25"W	27.08'
L11	S63°26'25"W	41.42'
L12	S70°37'06"W	58.36'
L13	S76°11'40"W	51.46'
L14	S73°25'24"W	31.58'
L15	S72°12'42"W	24.19'
L16	N76°04'51"W	12.55'

LEGEND
EIP-EXISTING IRON PIPE
EIR-EXISTING IRON ROD
ECM-EXISTING CONCRETE MONUMENT
EA-EXISTING AXLE
EN-EXISTING NAIL
EPK-EXISTING PK NAIL
POINT-NOTHING EXISTING OR SET
NCGS-NORTH CAROLINA GEODETIC SURVEY
NGS-NATIONAL GEODETIC SURVEY
RW MON-NCDOT MONUMENT
SIP-SET IRON PIPE
SIR-SET IRON PIPE
SCM-SET CONCRETE MONUMENT
SA-SET AXLE
SN-SET NAIL
SPK-SET PK NAIL
OP-OVERHEAD POWER
NOT HELD-NOT CONSIDERED PART OF SURVEY
NHW-NORMAL HIGH WATER LINE
AEC-AREA OF ENVIRONMENTAL CONCERT
NAVD-NORTH AMERICAN VERTICAL DATUM
NAD-NORTH AMERICAN HORIZONTAL DATUM
PP-POWER POLE
UT-UNDERGROUND TELEPHONE
UP-UNDERGROUND POWER
UWL-UNDERGROUND WATER
DI-DRILL HOLE

NC GRID NAD 1983 (2011)

SURVEYORS CERTIFICATION

I, JAMES I. PHILLIPS III, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP WAS MADE BY ME FROM AN ACTUAL SURVEY PERFORMED BY ME FROM REFERENCES AS SHOWN HEREON.THAT BOUNDARIES NOT SURVEYED ARE NOTED AND PLOTTED FROM REFERENCES AS SHOWN HERON. THAT PORTIONS OF THIS SURVEY WAS PERFORMED WITH GPS EQUIPMENT (TOPCON HIPER LITE + LOCAL BASE STATION AND TOPCON HIPER V-ROVER) MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION AND SPECIFICATIONS WHERE USED TO PERFORM THE SURVEY:CLASS OF SURVEY: CLASS A, POSITIONAL ACCURACY: 95%,TYPE OF GPS FIELD PROCEDURE: NCGS RTK NETWORK AND/OR LEAST SQUARES ADJUSTMENTS WITHIN SPECTRA PRECISION SURVEY PRO SOFTWARE, DATES OF SURVEY: _FEBRUARY 9, 2021, DATUM/EPOCH: NAD 1983(2011) EPOCK(2010) NAVD 1988, PUBLISHED/FIXED-CONTROL USE: NC CORS , GEOID MODEL:12A(CONUS), COMBINED GRID FACTOR(S): 0.9999205_, AND UNITS:US SURVEY FEET.
I FURTHER CERTIFY THAT OTHER PORTIONS OF THIS SURVEY WHERE PERFORMED WITH CONVENTIONAL SURVEY METHODS AND THAT THE RATIO OF PRECISION AS CALCULATED BY THE COORDINATE METHOD IS 1:10,000+(CLASS A); THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEA THIS 18TH DAY OF FEBRUARY , A.D. 2021.

XX A. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF THE COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCEL OF LAND;
B. THAT THE SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
C. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND;
D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
E. THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF HIS OR HER PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

JAMES I. PHILLIPS III RLS NO. L-3151
SURVEYORS CERTIFICATION

NORTH CAROLINA PROFESSIONAL SEAL L-3151 LAND SURVEYOR JAMES IRA PHILLIPS III

STATE OF NORTH CAROLINA
I, Allen Willis, REVIEW OFFICER OF CARTERET COUNTY CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Allen Willis
REVIEW OFFICER

DATE: 2-23-2021

REGISTER OF DEEDS

Filed for registration at 8:10 A.M on 23 day of February, 2021, and record in Book 34, page 162, Office of the register of deeds, CARTERET County, North Carolina.

KAREN HARDESTY Register of Deeds

By Barbara Cahoon
Assistant Deputy

APPROVED FOR RECORDING BY THE TOWN OF BEAUFORT , OFFICIAL

ZA Durr, Planning Director
NAME TITLE

2/23/21
DATE

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
February 23, 2021 08:10 AM
BWC MAP 1 P
FEE: $21.00
FILE # 34162

FILE # 34162

SUBDIVISION PLAT
GEORGE EDWAD GIBBS TRUST
TOWN OF BEAFORT ETJ, BEAUFORT TOWNSHIP
CARTERET COUNTY, N.C.
SCALE 1"=100'

PRESENT OWNER: SAME
DEED REF: BOOK PAGE 718714
MAP REF: BOOK PAGE NONE
PARCEL NUMBER: 7316131319000
SHEET:1 OF 1
JOB #21-024
DATE OF FIELD SURVEY: FEBRUARY 2021
DATE OF MAPPING:2-18-2021
REVISIONS
SURVEY BY: JIP DRAWN BY: JIP CHECKED BY: JIP

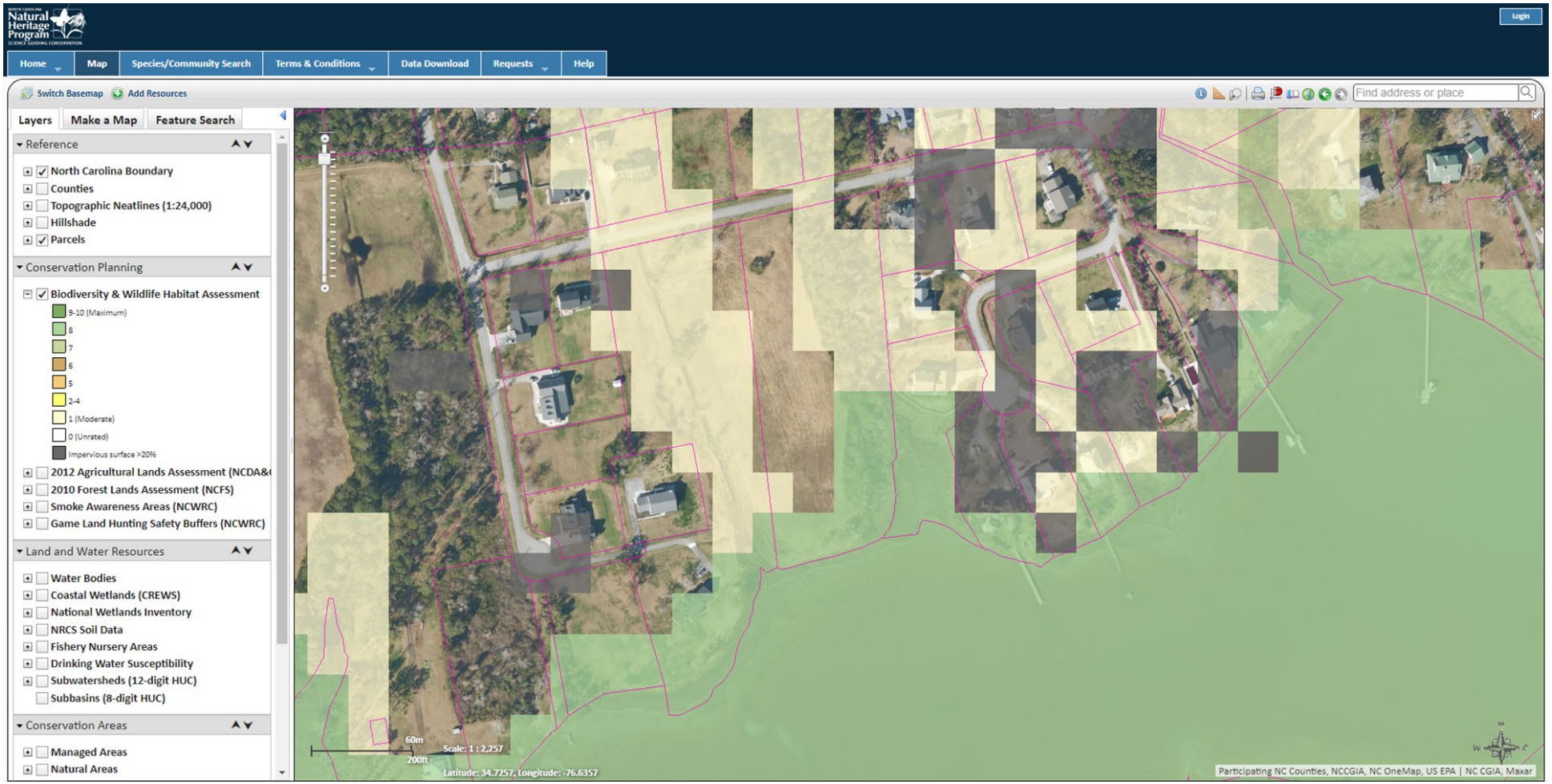
JAMES I. PHILLIPS LAND SURVEYING
PO BOX 2103, 379 Arrington Rd., Beaufort, N.C. 28516
252-728-5848 phone jip3@coastalnet.com

Environmental Conditions: 146 Gibbs Court

These maps were prepared by Town of Beaufort planning staff for informational purposes using the Natural Heritage Program Data Explorer.

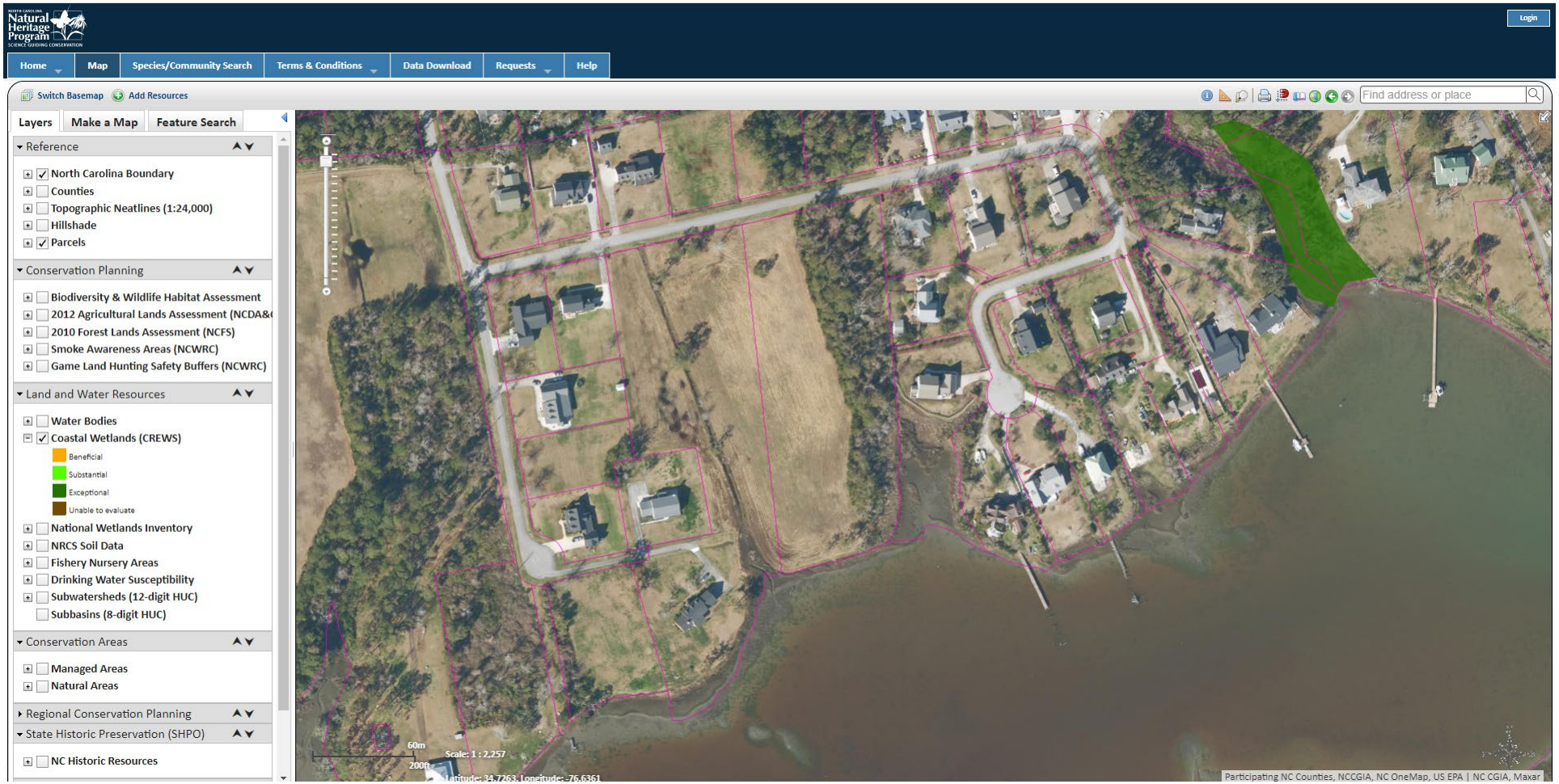
Natural Heritage Program Biodiversity & Wildlife Habitat Assessment

The Biodiversity and Wildlife Habitat Assessment is a map that represents the highest priority areas for conservation of wildlife habitat and biodiversity in North Carolina.



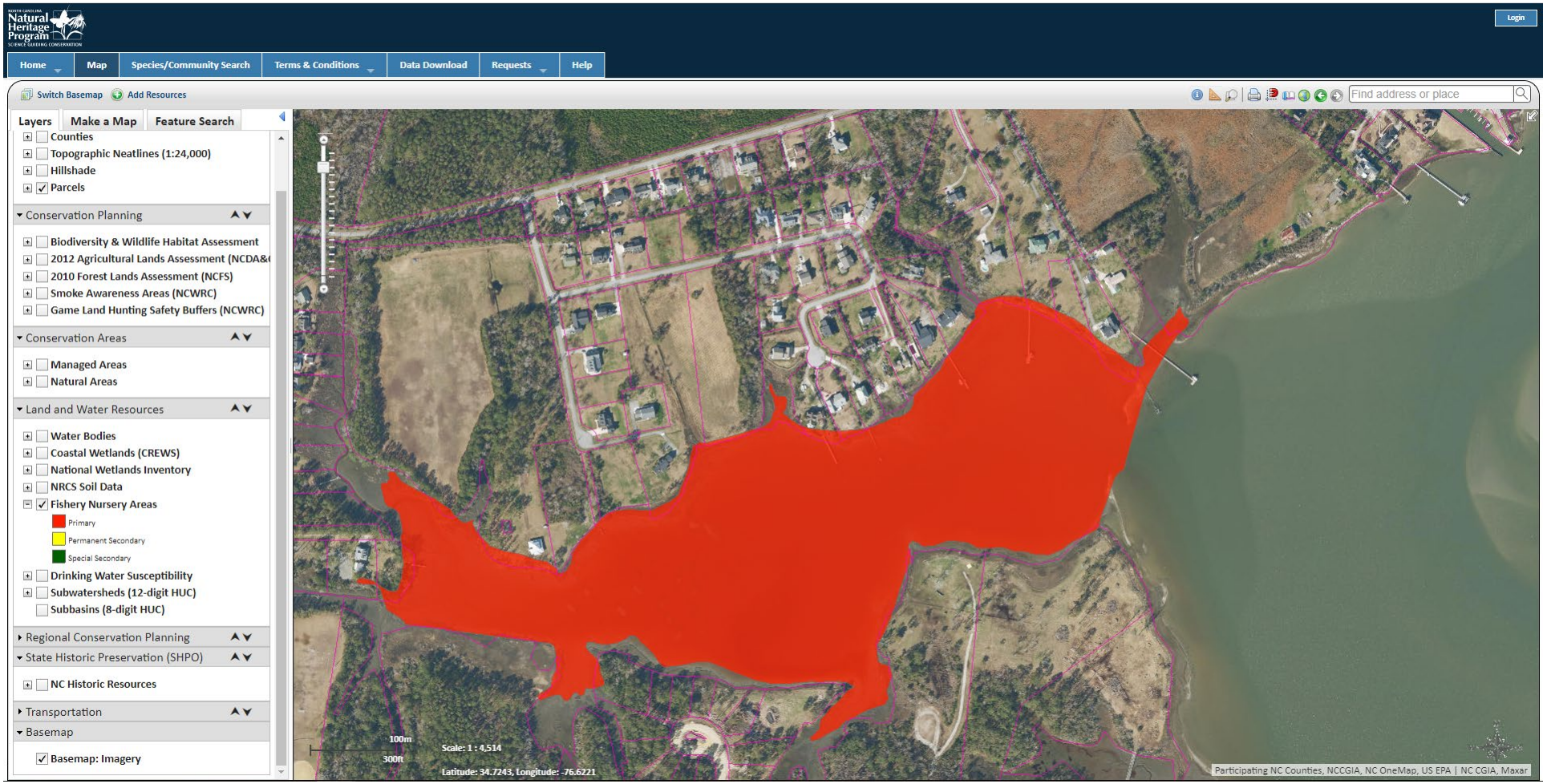
NC Coastal Region Evaluation of Wetland Significance (NC CREWS)

The North Carolina Coastal Region Evaluation of Wetland Significance, or NC-CREWS, is a watershed-based wetlands assessment looking at water quality, wildlife habitat, and hydrologic functions of individual wetlands aimed to illustrate the ecological importance of wetlands.



North Carolina Primary Nursery Areas

The North Carolina Department of Environmental Quality designated Davis Bay and Turner Creek as a Primary Nursery Area for supporting fisheries.



Town of Beaufort, NC
701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Final Plat – Beaufort East Village Phase I

BRIEF SUMMARY:

The applicant wishes to subdivide a 40.62 acre tract into 108 lots (79 Single-Family Residential Lots & 29 Townhome Lots). In addition to Planning Staff the applicants Engineer will also be available to answer questions.

The applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling $1,393,829.44 (See estimated cost of improvement sheet from engineer).

At their April 18th, 2022 meeting the Planning Board recommended unanimously the approval of the Final Plat to the Board of Commissioner's.

REQUESTED ACTION:

Decision on Final Plat- Beaufort East Village Phase I

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

STAFF REPORT

To: The Honorable Mayor & Board of Commissioners

From: Kyle Garner, AICP, Town Planner

Date: April 19, 2022

Case No. 22-10 Beaufort East Village - Final Plat Phase I

THE QUESTION: Subdivide a 40.62 acre tract into 108 lots (79 Single-Family Residential Lots & 29 Townhome Lots).

BACKGROUND: The preliminary plat for this area was approved in March 2022 for installation of infrastructure improvements.

Location:	Beau Coast Subdivision
Owners:	Blue Treasure, LLC
Requested Action:	Subdivide a 40.62 Acre Tract into 108 Lots
Existing Zoning	PUD
Size:	40.62 acres
Amount of Open Space:	23.44Acres
Existing Land Use:	Undeveloped

SPECIAL INFORMATION: As part of the Final Plat process the infrastructure can be either installed or bonded through a financial guarantee process to ensure completion of the project. The applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling $1,393,829.44 (See estimated cost of improvement sheet from engineer).

At their April 18th, 2022 meeting the Planning Board recommended unanimously the approval of the Final Plat to the Board of Commissioner's.

Public Utilities:

Water:	Town Of Beaufort
Sanitary Sewer:	Town Of Beaufort

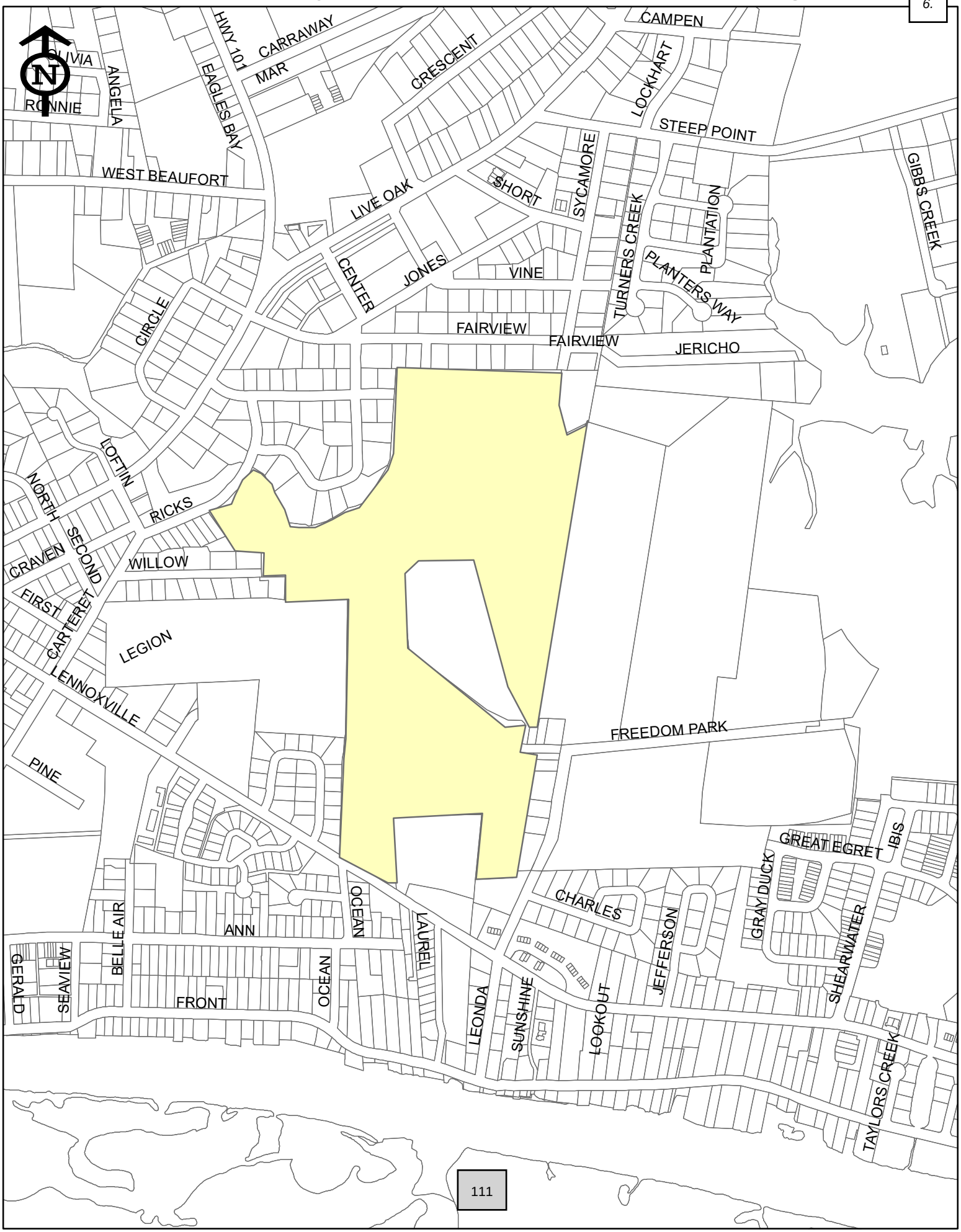
OPTIONS:

1. Decision on the Final Plat for Beaufort East Village – Phase I.

Attachments:

- Attachment A - Vicinity Map
- Attachment B - Final Plat for Beaufort East Village – Phase I
- Attachment C - Bond Letter
- Attachment D – Bond Estimates
- Attachment E – Memo from Town Engineer, Greg Meshaw, P.E.
- Attachment F – Draft Covenants

Case 22-10 Vicinity Map - Final Plat - Beaufort East Village Phase i



DEVELOPMENT DATA:

TOTAL PHASE 1 AREA: 41.79 AC.

ALL OF PHASE 1 DRAINS TO SC WATERS

AREA OF LOTS: 11.78 AC.
AREA OF R/W: 5.64 AC.
AREA OF WETLANDS: 13.97 AC.
AREA OF OPEN SPACE: 23.68 AC.

PROPOSED STREETS: 4,527 LF

PROPOSED ALLEYS: 352 LF

SINGLE FAMILY LOTS:	TOWNHOME LOTS:
50' WIDE: 24	26' WIDE: 12
44' WIDE: 42	24' WIDE: 17
40' WIDE: 28	TOTAL: 29
32 WIDE: 14	
TOTAL: 79	

GENERAL NOTES:

1. CARTERET COUNTY PARCEL NOS.:
   7306.20.71.9375000
   7305.08.79.6926000
   7306.19.61.5640000
2. ZONING DISTRICT: PUD
3. LOT TYPES & SETBACKS:
   32' WIDE LOTS - **LOTS : 95-108**:
   5' FRONT
   4' REAR
   4' SIDE
   40' WIDE LOTS - **LOTS : 20-45 & 46-54 & 89-94**:
   20' FRONT
   15' REAR
   4' SIDE
   50' WIDE LOTS - **LOTS 1-19 & 55-59**:
   20' FRONT
   15' REAR
   5' SIDE
   TOWN HOME LOTS - **LOTS 60-88**
   20' FRONT
   5' REAR
   0' SIDE
4. TEMPORARY MAIL KIOSK LOCATIONS TO BE DETERMINED BY BUILDER AND POSTMASTER PRIOR TO HOME CERTIFICATE OF OCCUPANCY

Lot Table		
Lot No.	Area (Ac)	Area (SF)
1	0.23	9,921
2	0.21	9,324
3	0.21	9,128
4	0.17	7,520
5	0.17	7,524
6	0.17	7,525
7	0.17	7,496
8	0.17	7,366
9	0.20	8,741
10	0.19	8,136
11	0.16	7,068
12	0.17	7,580
13	0.16	7,175
14	0.14	6,047
15	0.14	6,276
16	0.15	6,645
17	0.14	6,278
18	0.14	5,964
19	0.14	6,194
20	0.14	6,181

Lot Table		
Lot No.	Area (Ac)	Area (SF)
21	0.13	5,573
22	0.14	6,084
23	0.15	6,589
24	0.16	7,058
25	0.17	7,524
26	0.18	8,032
27	0.14	5,915
28	0.14	6,079
29	0.14	6,244
30	0.15	6,409
31	0.15	6,546
32	0.12	5,252
33	0.09	4,035
34	0.09	4,004
35	0.09	4,002
36	0.09	4,012
37	0.09	4,024
38	0.09	4,028
39	0.12	5,290
40	0.13	5,478

Lot Table		
Lot No.	Area (Ac)	Area (SF)
41	0.13	5,663
42	0.13	5,699
43	0.15	6,389
44	0.15	6,533
45	0.18	7,903
46	0.11	4,800
47	0.11	4,800
48	0.11	4,800
49	0.11	4,800
50	0.11	4,800
51	0.11	4,800
52	0.11	4,800
53	0.11	4,800
54	0.20	8,902
55	0.18	7,772
56	0.19	8,389
57	0.18	7,962
58	0.21	8,952
59	0.05	2,255

Lot Table		
Lot No.	Area (Ac)	Area (SF)
61	0.05	2,187
62	0.05	2,167
63	0.05	2,234
64	0.05	2,211
65	0.05	2,085
66	0.05	2,085
67	0.05	2,085
68	0.05	2,211
69	0.05	2,211
70	0.05	2,085
71	0.05	2,085
72	0.05	2,085
73	0.05	2,211
74	0.05	2,211
75	0.05	2,085
76	0.05	2,085
77	0.05	2,085
78	0.05	2,211
79	0.05	2,211
80	0.05	2,085

Lot Table		
Lot No.	Area (Ac)	Area (SF)
81	0.05	2,085
82	0.05	2,085
83	0.05	2,211
84	0.05	2,238
85	0.05	2,055
86	0.05	2,001
87	0.05	2,004
88	0.05	2,143
89	0.10	4,524
90	0.11	4,619
91	0.10	4,503
92	0.10	4,408
93	0.10	4,407
94	0.10	4,407
95	0.08	3,372
96	0.08	3,598
97	0.08	3,694
98	0.09	3,768
99	0.09	3,786
100	0.12	5,051

Lot Table		
Lot No.	Area (Ac)	Area (SF)
101	0.11	4,896
102	0.07	3,200
103	0.07	3,200
104	0.07	3,200
105	0.07	3,200
106	0.07	3,200
107	0.07	3,200
108	0.12	5,135

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

NORTH CAROLINA PROFESSIONAL SEAL 39116 ENGINEER JOSEPH S. BOYD
4-7-22

No.	Revision	Date	By

Designer	JSB	Scale	NOTED
Drawn By	JSB	Date	9/14/15
Checked By	JJW	Job No.	02080976.20

BEAUFORT EAST VILLAGE PHASE 1
IMPROVEMENTS WITHIN DRAINAGE AREA #7
Beaufort Carteret County North Carolina

FINAL PLAT SUBDIVISION PLAN

WithersRavenel
Engineers | Planners | Surveyors
1410 Commonwealth Drive, Suite 101 | Wilmington, NC 28403 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

Sheet No. C-3

K:\JOB\20-09770.080976.20-Beaufort East Village Ph 1\CAD\Final Plat Sheets\Final Plat Subdivision Plan.dwg- Thursday, April 7, 2022 9:58:24 AM - BOYD, JOSEPH

BEAUFORT EAST VILLAGE SUBDIVISION PHASE 1

SURVEY CERTIFICATE

I, RUDOLF A VANDERVELDE JR, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN (SEE SITE DATA); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, PAGE (AS SHOWN HERON); THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 20,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS XX DAY OF XXXX A.D., 2022.

I ALSO CERTIFY TO THIS MAP TO BE ONE OF THE FOLLOWING AS CHECKED BELOW;

A. CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR RUDOLF A. VANDERVELDE

"PRELIMINARY PLAT"
NOT FOR CONVEYANCE, RECORDATION, OR SALES

RUDOLF A. VANDERVELDE JR (PROFESSIONAL LAND SURVEYOR)
LICENSE # 5146

GENERAL NOTES

1. AREAS COMPUTED BY COORDINATE METHOD.
2. BASIS OF BEARING NAD 83(1986).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. SEE SYMBOL LEGEND FOR PROPERTY CORNER DESIGNATIONS.
5. A PORTION OF THE SUBJECT PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD ZONES ACCORDING TO NORTH CAROLINA FLOOD INSURANCE RATE MAP # 3720730600J, PANEL 7306, EFFECTIVE DATE: 7-16-2003 AND MAP # 3720730500J, PANEL 7305, EFFECTIVE DATE: 7-16-2003. GEOREFERENCED FLOOD AREA LINE WORK PULLED FROM FRIS ONLINE DATA BASE - AS SHOWN HERON.
6. ALLEYS ARE PRIVATE BUT PUBLICLY AVAILABLE FOR POLICE, FIRE, TRASH, ETC. WITH NO LIABILITY TO THE TOWN OF BEAUFORT.
7. WETLANDS SHOWN HEREON WERE DELINEATED BY LAND MANAGEMENT GROUP. SEE US ARMY CORPS OF ENGINEERS(WILMINGTON DISTRICT) NOTIFICATION OF JURISDICTIONAL DETERMINATION
   ACTION ID: 2007-02679-016
   ACTION ID: 2007-03212-016
   ACTION ID: 2007-02697-016
   ACTION ID: 2007-02705-016
8. THE TOWN OF BEAUFORT SHOULD BE CONTACTED TO VERIFY BUILDING SETBACKS AND OTHER DEVELOPMENTAL RESTRICTIONS.
9. FIELD WORK COMPLETED ON 5-26-2021. (IRON PIPES TO BE SET AT A LATER DATE BEFORE RECORDING)

BEAUFORT EAST VILLAGE SUBDIVISION PHASE 1 SITE DATA

OWNER: BLUE TREASURE LLC
MAILING ADDRESS: 105 WESTON ESTATES WAY, CARY NC 27513
DEED REFERENCE:
DB 1256 PG 198, DB 1340 PG 6, DB 1239 PG 74, DB 1293 PG 129
PLAT REFERENCE: PB 31 PG 339, PB 32 PG 457, PB 34 PG 326
CARTERET COUNTY PIN: (SEE SITE DATA)
TOWN OF BEAUFORT ZONING: PUD

(TOTAL) RESIDENTIAL LOTS: 108
SINGLE FAMILY LOTS (32' WIDE): 14
SINGLE FAMILY LOTS (40' WIDE): 41
SINGLE FAMILY LOTS (50' WIDE): 24
TOWNHOME UNITS: 29

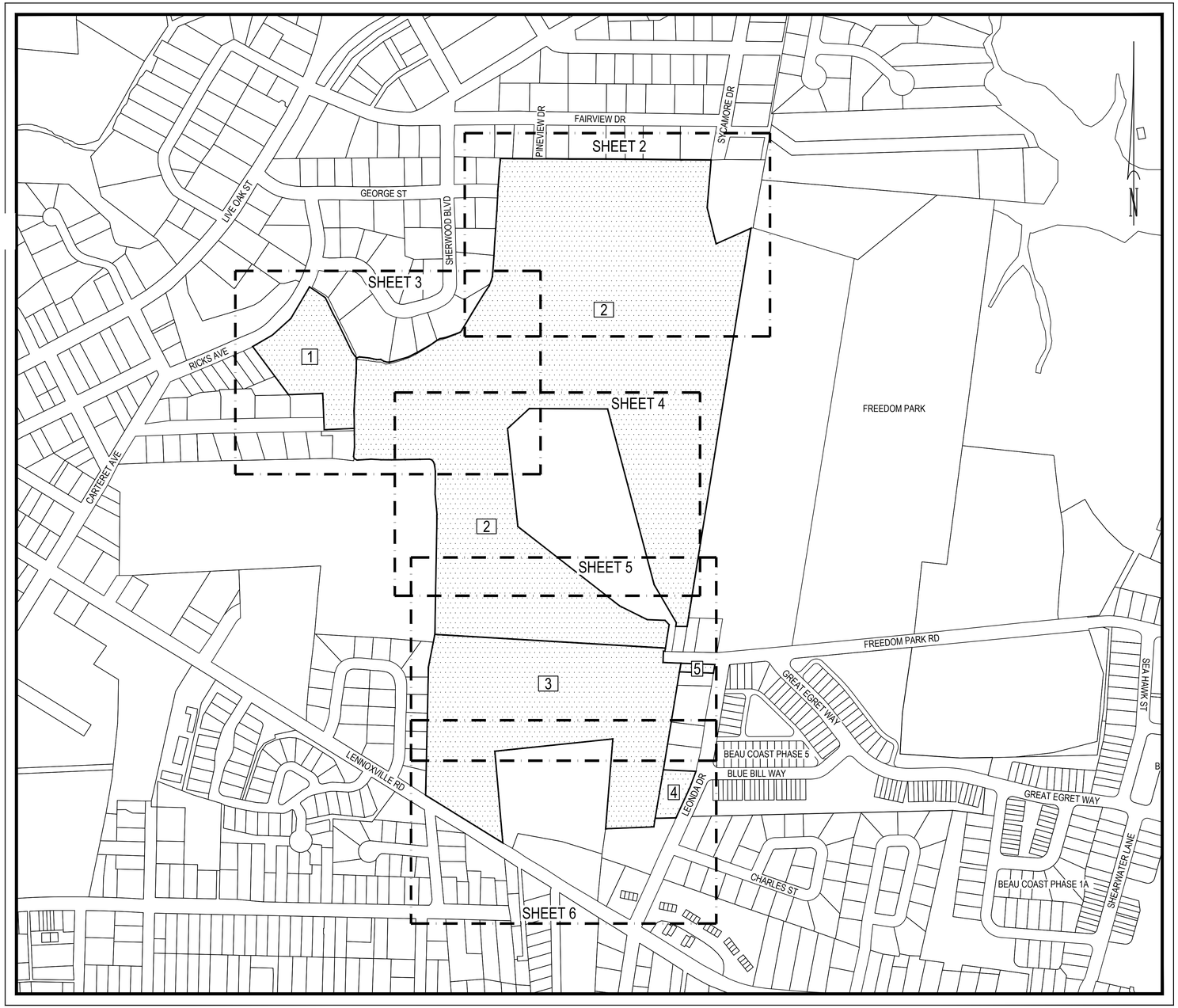
(TOTAL) LOT ACREAGE: 11.918 ACRES
AVERAGE LOT SIZE: 4,807 SQ FT
DENSITY: 9.06 UNITS/ACRE
OPEN SPACE ACREAGE: 23.571 ACRES
PRIVATE RIGHT OF WAY: 0.221 AC
DEDICATED PUBLIC RIGHT OF WAY: 5.042 ACRES

(TOTAL) PHASE 1 ACREAGE: 40.752 ACRES

SETBACKS

50' WIDE LOTS	32' WIDE LOTS
20' FRONT	5' FRONT
5' SIDE	4' SIDE
15' REAR	4' REAR

40' WIDE LOTS	TOWNHOME LOTS
20' FRONT	20' FRONT
4' SIDE	0' SIDE
15' REAR	5' REAR



VICINITY MAP - NOT TO SCALE

SITE DATA

1 — OWNER: BLUE TREASURE LLC
DEED REFERENCE: DB 1239 PG 74
PLAT REFERENCE: PB 31 PG 339
SITE ADDRESS: N/A
CARTERET COUNTY PIN: 730619615640000
TOWN OF BEAUFORT ZONING: PUD
ACREAGE: 3.507 ACRES

2 — OWNER: BLUE TREASURE LLC
DEED REFERENCE: DB 1241 PG 316
PLAT REFERENCE: PB 32 PG 457, PB 34 PG 326
CARTERET COUNTY PIN: 730620719375000
SITE ADDRESS: 247 LEONDA DRIVE
TOWN OF BEAUFORT ZONING: PUD
ACREAGE: 50.865 ACRES

3 — OWNER: BLUE TREASURE LLC
DEED REFERENCE: DB 1340 PG 006
PLAT REFERENCE: N/A
SITE ADDRESS: 1553 LENNOXVILLE RD
CARTERET COUNTY PIN: 730508796926000
TOWN OF BEAUFORT ZONING: PUD
ACREAGE: 15.557 ACRES

4 — OWNER: BLUE TREASURE LLC
DEED REFERENCE: DB 1256 PG 198
PLAT REFERENCE: N/A
CARTERET COUNTY PIN: 731605005458000
SITE ADDRESS: N/A
TOWN OF BEAUFORT ZONING: PUD
ACREAGE: 0.581 ACRES

5 — OWNER: BLUE TREASURE LLC
DEED REFERENCE: DB 1472 PG 330
PLAT REFERENCE: MB 32 PG 457
CARTERET COUNTY PIN: 730620802188000
SITE ADDRESS: 249 LEONDA DRIVE
TOWN OF BEAUFORT ZONING: PUD
ACREAGE: 0.132 ACRES

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF BEAUFORT AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISHED MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF BEAUFORT.

BLUE TREASURE LLC

BY: _____

NAME: _____ DATE

TITLE: MANAGER

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE BEAUFORT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE _____SUBDIVISION.

_____
CHAIRMAN, BEAUFORT PLANNING BOARD DATE

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF BEAUFORT SPECIFICATIONS AND STANDARDS IN THE _____ SUBDIVISION OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF BEAUFORT HAVE BEEN RECEIVED AND THAT FILLING FEE FOR THIS PLAT, IN THE AMOUNT OF $_____ HAS BEEN PAID.

_____
TOWN MANAGEER DATE

REGISTER OF DEEDS

FILED FOR REGISTRATION AT _____, O'CLOCK ON THE _____ DAY OF _____, 2022

RECORDED IN MAP BOOK _____ PAGE _____

_____
REGISTER OF DEEDS CARTERET COUNTY DATE

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR BEAUFORT, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF CARTERET COUNTY.

_____
DATE TOWN CLERK, BEAUFORT

REVIEW OFFICER CERTIFICATE

I _____, REVIEW OFFICER OF CARTERET COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER

_____
DATE

NORTH CAROLINA
CARTERET COUNTY

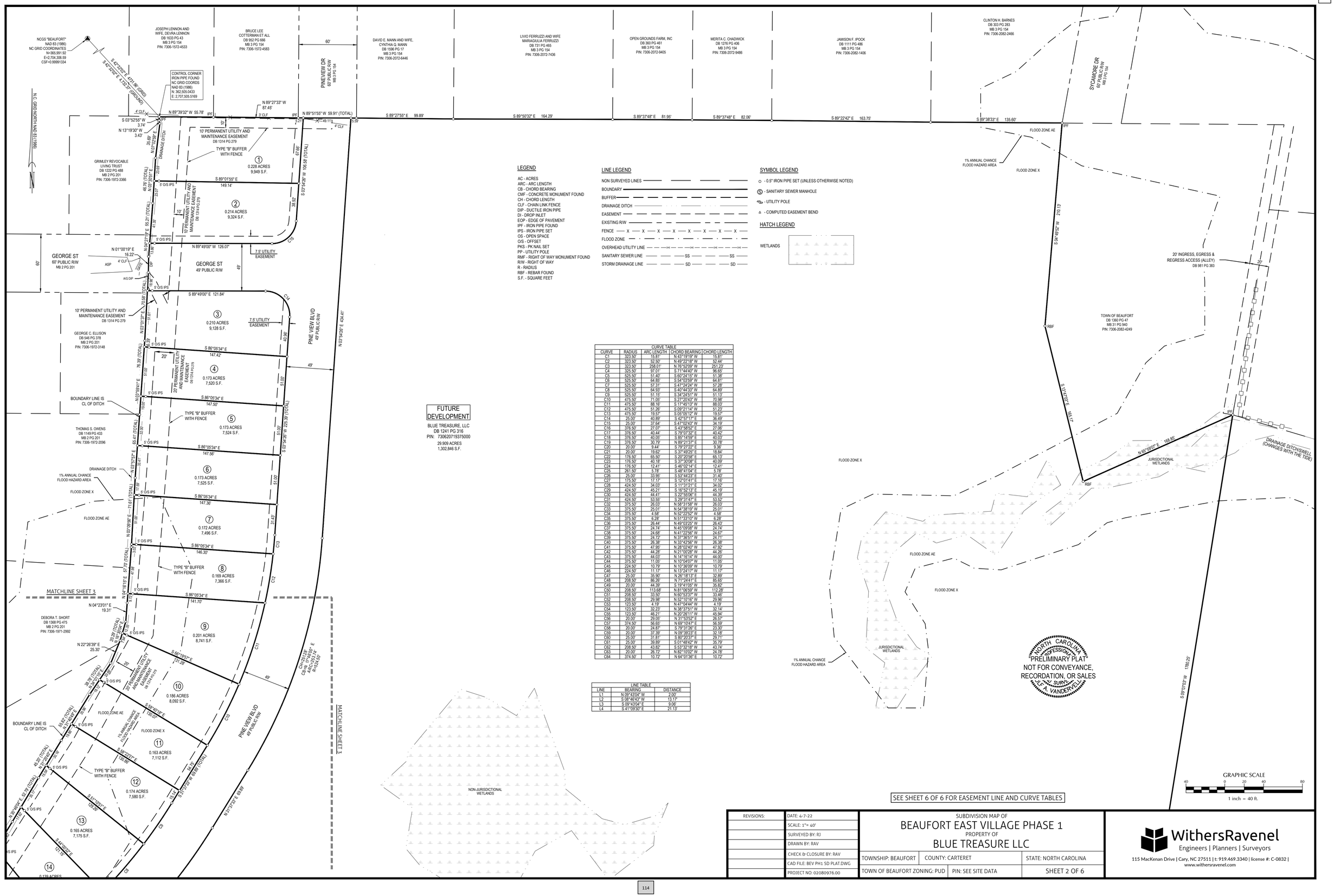
REVISIONS:	DATE: 4-7-22
	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK BY CLOSURE BY: RAV
	CAD FILE: BEV PH1 SD PLAT.DWG
	PROJECT NO: 02080976.00

SUBDIVISION MAP OF
BEAUFORT EAST VILLAGE PHASE 1
PROPERTY OF
BLUE TREASURE LLC

TOWNSHIP: BEAUFORT	COUNTY: CARTERET	STATE: NORTH CAROLINA
TOWN OF BEAUFORT ZONING: PUD	PIN: SEE SITE DATA	SHEET 1 OF 6

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 |
www.withersravenel.com

K:\08\08-097\080976-Beaufort East Village Ph 1\Survey\CAD_Drawings\BEV Phase 1 subdivision.dwg - Thursday, April 7, 2022 10:51:59 AM - VANDERVELDE, RUDY


NCGS "BEAUFORT"
NAD 83 (1986)
NC GRID COORDINATES
N=365,991.92
E=2,704,306.59
CSF=0.99991334
S 42°32'05" E 4131.96' (GRID)
S 42°32'05" E 4132.31' (GROUND)
CONTROL CORNER
IRON PIPE FOUND
NC GRID COORDS
NAD 83 (1986)
N: 362,505.0433
E: 2,707,505.5169
N 89°39'32" W 55.78'
N 89°27'33" W
87.45'
N 89°51'55" W 59.91' (TOTAL)
S 89°27'55" E 99.89'
S 89°50'32" E 164.29'
S 89°37'48" E 81.95'
S 89°37'48" E 82.06'
S 89°22'42" E 163.75'
S 89°38'33" E 135.60'
N.C. GRID MONUMENT 1989
JOSEPH LENNON AND WIFE, DEVRA LENNON
DB 1633 PG 43
MB 3 PG 154
PIN: 7306-1572-4533
BRUCE LEE COTTERMAN ET ALL
DB 952 PG 666
MB 3 PG 154
PIN: 7306-1572-4583
DAVID E. MANN AND WIFE, CYNTHIA Q. MANN
DB 1596 PG 17
MB 3 PG 154
PIN: 7306-2072-6446
LIVIO FERRUZZI AND WIFE MARIAGIULIA FERRUZZI
DB 731 PG 465
MB 3 PG 154
PIN: 7306-2072-7436
OPEN GROUNDS FARM, INC
DB 360 PG 461
MB 3 PG 154
PIN: 7306-2072-9405
MERITA C. CHADWICK
DB 1276 PG 406
MB 3 PG 154
PIN: 7306-2072-9486
JAMISON F. IPOCK
DB 1111 PG 486
MB 3 PG 154
PIN: 7306-2082-1406
CLINTON H. BARNES
DB 303 PG 283
MB 3 PG 154
PIN: 7306-2082-2466
PINEVIEW DR
60' PUBLIC R/W
MB 3 PG 154
SYCAMORE DR
60' PUBLIC R/W
MB 3 PG 154
GRIMLEY REVOCABLE LIVING TRUST
DB 1222 PG 488
MB 2 PG 201
PIN: 7306-1972-3366
10' PERMANENT UTILITY AND MAINTENANCE EASEMENT
DB 1314 PG 279
TYPE "B" BUFFER WITH FENCE
1
0.228 ACRES
9,949 S.F.
2
0.214 ACRES
9,324 S.F.
3
0.210 ACRES
9,128 S.F.
4
0.173 ACRES
7,520 S.F.
5
0.173 ACRES
7,524 S.F.
6
0.173 ACRES
7,525 S.F.
7
0.172 ACRES
7,496 S.F.
8
0.169 ACRES
7,366 S.F.
9
0.201 ACRES
8,741 S.F.
10
0.186 ACRES
8,092 S.F.
11
0.163 ACRES
7,112 S.F.
12
0.174 ACRES
7,580 S.F.
13
0.165 ACRES
7,175 S.F.
14
0.139 ACRES
GEORGE ST
60' PUBLIC R/W
MB 2 PG 201
GEORGE ST
49' PUBLIC R/W
7.5' UTILITY EASEMENT
PINE VIEW BLVD
49' PUBLIC R/W
GEORGE C. ELLISON
DB 546 PG 378
MB 2 PG 201
PIN: 7306-1972-3148
THOMAS S. OWENS
DB 1149 PG 433
MB 2 PG 201
PIN: 7306-1972-2096
DEBORA T. SHORT
DB 1388 PG 475
MB 2 PG 201
PIN: 7306-1971-2992
TOWN OF BEAUFORT
DB 1360 PG 47
MB 31 PG 940
PIN: 7306-2082-4249
20' INGRESS, EGRESS & REGRESS ACCESS (ALLEY)
DB 981 PG 383
BOUNDARY LINE IS CL OF DITCH
DRAINAGE DITCH
1% ANNUAL CHANCE FLOOD HAZARD AREA
FLOOD ZONE X
FLOOD ZONE AE
JURISDICTIONAL WETLANDS
NON-JURISDICTIONAL WETLANDS
DRAINAGE DITCH/SWELL (CHANGES WITH THE TIDE)
MATCHLINE SHEET 3
MATCHLINE SHEET 3
S 04°49'52" W 210.13'
S 14°17'05" E 169.17'
S 00°07'03" W 1780.25'
N 01°35'26" E 694.41'
N 03°54'26" W 225.39' (TOTAL)
N 03°54'26" W 166.58' (TOTAL)
S 03°54'26" W 38.92'
N 03°54'26" W 67.65'
S 03°52'55" W 3.74'
N 13°19'30" W 3.43'
N 03°39'01" E 46.76' (TOTAL)
N 03°39'01" E 23.67'
N 03°39'01" E 23.09'
N 03°39'01" E 65.21' (TOTAL)
N 03°39'01" E 41.35'
N 03°39'01" E 23.86'
N 03°39'01" E 10.58'
N 03°10'37" E 70.85' (TOTAL)
N 03°10'37" E 31.61'
N 03°10'37" E 39.24'
N 03°56'41" E 76.39' (TOTAL)
N 03°56'41" E 51.00'
N 03°56'41" E 25.39'
N 03°56'41" E 65.41' (TOTAL)
N 03°56'41" E 33.47'
N 03°56'41" E 31.94'
N 03°56'41" E 71.61' (TOTAL)
N 03°56'41" E 40.67'
N 03°56'41" E 30.94'
N 03°56'41" E 57.70' (TOTAL)
N 04°16'15" E 47.68'
N 04°16'15" E 10.02'
N 04°23'01" E 20.25' (TOTAL)
N 04°23'01" E 19.31'
N 04°23'01" E 0.94'
N 22°26'39" E 25.30'
N 01°00'19" E 16.22'
N 89°49'00" W 126.07'
S 89°49'00" E 121.84'
S 86°05'34" E 147.42'
S 86°05'34" E 147.50'
S 86°05'34" E 147.56'
S 86°05'34" E 147.38'
S 86°05'34" E 146.30'
S 86°05'34" E 141.70'
S 86°19'57" E 131.28'
S 89°40'19" E 130.07'
S 89°42'27" E 150.86'
S 41°10'01" E 109.28'
S 41°00'22" E 121.76'
S 31°37'30" W 89.98' (TOTAL)
S 31°37'30" W 65.41'
S 31°37'30" W 24.57'
N 31°25'0" E 89.98'
CH=51.10'
CB=N 71°48'53" E
A=51.53'
R=323.50'
CH=51.10'
CB=N 71°48'53" E
A=51.53'
R=323.50'
S 41°30'22" E 121.76'
S 41°00'22" E 121.76'
S 41°00'22" E 109.28'
S 31°37'30" W 89.98' (TOTAL)
S 31°37'30" W 65.41'
S 31°37'30" W 24.57'
N 31°25'0" E 89.98'
N 89°40'19" W 130.07'
N 86°05'34" W 147.50'
N 86°05'34" W 147.56'
N 86°05'34" W 147.38'
N 86°05'34" W 146.30'
N 86°05'34" W 141.70'
N 86°19'57" W 131.28'
N 89°49'00" W 126.07'
N 89°42'27" W 150.86'
N 89°39'32" W 55.78'
N 89°51'55" W 59.91' (TOTAL)
S 89°01'55" E 149.14'
S 89°49'00" E 121.84'
S 86°05'34" E 147.42'
S 86°05'34" E 147.50'
S 86°05'34" E 147.56'
S 86°05'34" E 147.38'
S 86°05'34" E 146.30'
S 86°05'34" E 141.70'
S 86°19'57" E 131.28'
S 89°40'19" E 130.07'
S 89°42'27" E 150.86'
S 41°10'01" E 109.28'
S 41°00'22" E 121.76

NC GRID NORTH (NAD 1983)

NORTH CAROLINA PROFESSIONAL "PRELIMINARY PLAT" NOT FOR CONVEYANCE, RECORDATION, OR SALES JULIE A. VANDERVELDE, PLS

LEGEND

AC - ACRES
AEC - AREAS OF ENVIROMENTAL CONCERN
ARC - ARC LENGTH
CAMA - COASTAL AREA MANAGEMENT ACT
CB - CHORD BEARING
CMF - CONCRETE MONUMENT FOUND
CH - CHORD LENGTH
CLF - CHAIN LINK FENCE
DIP - DUCTILE IRON PIPE
DI - DROP INLET
EOP - EDGE OF PAVEMENT
IPF - IRON PIPE FOUND
IPS - IRON PIPE SET
OS - OPEN SPACE
O/S - OFFSET
PKS - PK NAIL SET
PP - UTILITY POLE
RMF - RIGHT OF WAY MONUMENT FOUND
R/W - RIGHT OF WAY
R - RADIUS
RBF - REBAR FOUND
S.F. - SQUARE FEET

LINE LEGEND

NON SURVEYED LINES
BOUNDARY
BUFFER
DRAINAGE DITCH
EASEMENT
EXISTING R/W
FENCE — X — X — X — X — X — X — X —
FLOOD ZONE
OVERHEAD UTILITY LINE — OHE — OHE — OHE —
SANITARY SEWER LINE — SS — SS —
STORM DRAINAGE LINE — SD — SD —

SYMBOL LEGEND

○ - 0.5" IRON PIPE SET (UNLESS OTHERWISE NOTED)
Ⓢ - SANITARY SEWER MANHOLE
PP - UTILITY POLE
△ - COMPUTED EASEMENT BEND

HATCH LEGEND

WETLANDS

CHRISTOPHER J. DEULIIS AND WIFE, CYNTHIA L. GOODSPEED DB 1143 PG 322 MB 2 PG 201 PIN: 7306-1961-6857

KATHLEEN K. SCHURDEVIN DB 1523 PG 331 MB 2 PG 201 PIN: 7306-1961-7832

WALLACE E. CAVETT DB 265 PG 285 MB 2 PG 201 PIN: 7306-1961-8656

MALIA BARLOW BAGDY DB 1579 PG 59 MB 2 PG 201 PIN: 7306-1961-9682

CHRISTINE M VASKO AND HUSBAND, G JAY NELSON DB 1703 PG 242 MB 31 PG 958 PIN: 7306-1971-0677

CINDY FITZPATRICK DB 1369 PG 82 MB 31 PG 958 PIN: 7306-1971-1784

DEBORA T. SHORT DB 1368 PG 475 MB 2 PG 201 PIN: 7306-1971-2992

BEAUFORT HOMES, LLC DB 1404 PG 289 MB 32 PG 178 PIN: 7306-1961-3490

THOMAS M. BULLOCK, SR AND WIFE, JANE B. BULLOCK DB 758 PG 918 MB 31 PG 339 PIN: 7306-1961-5362

BRANDON HANDLAND AND WIFE, MELISSA L. HANDLAND DB 1430 PG 1730 MB 51 PG 139 PIN: 7306-1961-7592

SANDRA I. PALFRAMAN DB 1688 PG 197 PIN: 7306-1961-7117

TOWN OF BEAUFORT DB 1472 PG 330 MB 34 PG 326 MB 32 PG 458 (TRACT 1A) PIN: 7306-2070-7970

FUTURE DEVELOPMENT
BLUE TREASURE, LLC
DB 1241 PG 316
PIN: 7306207193750000
29.909 ACRES
1,302,846 S.F.

RICKS AVE. 60' RIGHT OF WAY MB 31 PG 179 MB 51 PG 139

PINE VIEW BLVD 50' PUBLIC R/W

PINE VIEW BLVD 49' PUBLIC R/W

YELLOWLEGS LANE 49' PUBLIC R/W

17TH ALLEY 30' PRIVATE R/W

SPOONBILL LANE 53' PUBLIC R/W

WILLOW ST 60' RIGHT OF WAY NO REFERENCE FOUND

OS 1 — 21.114 ACRES — 919,706 S.F.
OS 2 — 0.148 ACRES — 6,445 S.F.
OS 3 — 0.218 ACRES — 9,488 S.F.
OS 4 — 0.908 ACRES — 39,537 S.F.
OS 5 — 0.149 ACRES — 6,512 S.F.
OS 6 — 0.545 ACRES — 23,724 S.F.

PRIVATE R/W — 9,647 SQ FT — 0.221 AC

1% ANNUAL CHANCE FLOOD HAZARD AREA
FLOOD ZONE AE
FLOOD ZONE X

SIGHT DISTANCE TRIANGLE EASEMENT
7.5' UTILITY EASEMENT
20' PERMANENT UTILITY AND MAINTENANCE EASEMENT DB 1314 PG 279
10' PUBLIC GREENWAY EASEMENT
PUBLIC SEWER EASEMENT
PRIVATE STORM DRAINAGE EASEMENT
CL EASEMENT (CALLS ALONG CENTERLINE)
EX. 15' WATERLINE EASEMENT CENTERED ON EXISTING WATERLINE REMAINING AREA FALLS IN R/W DB 1708 PG 893
EX. 5' UTILITY EASEMENT MB 31 PG 179
EX. 5' WALKWAY EASEMENT MB 51 PG 139

DRAINAGE DITCH
OLD BOUNDARY LINE (HEREBY REMOVED)
BOUNDARY LINE IS CL OF DITCH
MATCHLINE SHEET 2
MATCHLINE SHEET 4

75' CAMA AEC BUFFER
30' COASTAL SHORELINE BUFFER
JURISDICTIONAL WETLANDS
10' BUFFER
20' BUFFER
15' O/S IPS
10' O/S IPS
5' O/S IPS

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	323.50'	15.81'	N 43°19'19" W	15.81'
C2	323.50'	52.50'	N 49°27'18" W	52.44'
C3	323.50'	258.01'	N 76°52'09" W	251.23'
C4	325.50'	97.01'	S 71°44'40" W	96.65'
C5	525.50'	51.40'	S 80°24'15" W	51.38'
C6	525.50'	64.85'	S 54°03'59" W	64.81'
C7	525.50'	57.31'	S 41°24'24" W	57.28'
C8	525.50'	64.93'	S 40°44'33" W	64.89'
C9	525.50'	51.15'	S 34°24'51" W	51.13'
C10	475.50'	71.05'	S 27°30'43" W	70.98'
C11	475.50'	68.16'	S 17°45'13" W	68.03'
C12	475.50'	51.26'	S 09°21'14" W	51.23'
C13	475.50'	19.57'	S 05°05'12" W	19.57'
C14	25.00'	40.89'	S 42°57'17" E	36.49'
C15	25.00'	37.64'	S 47°02'43" W	34.19'
C16	376.50'	27.07'	S 43°58'52" E	27.06'
C17	376.50'	40.44'	S 79°07'32" E	40.42'
C18	376.50'	40.05'	S 85°14'59" E	40.03'
C19	376.50'	30.79'	N 89°21'37" E	30.78'
C20	20.00'	9.44'	S 79°27'22" E	9.36'
C21	20.00'	19.62'	S 37°49'25" E	18.84'
C22	176.50'	65.50'	S 20°20'58" E	65.13'
C23	176.50'	40.18'	S 37°30'06" E	40.09'
C24	176.50'	12.41'	S 46°50'24" E	12.41'
C25	261.50'	5.78'	S 48°41'04" E	5.78'
C26	25.00'	33.96'	S 53°44'23" E	31.40'
C27	175.50'	17.17'	S 12°01'41" E	17.16'
C28	424.50'	34.03'	S 11°31'21" E	34.02'
C29	424.50'	45.21'	S 16°52'13" E	45.19'
C30	424.50'	44.41'	S 22°55'06" E	44.39'
C31	424.50'	53.55'	S 29°31'47" E	53.52'
C32	375.50'	26.03'	N 58°31'38" W	26.03'
C33	375.50'	25.01'	N 54°38'19" W	25.01'
C34	375.50'	4.58'	N 52°22'52" W	4.58'
C35	375.50'	6.28'	N 51°33'10" W	6.28'
C36	375.50'	26.44'	N 49°03'25" W	26.43'
C37	375.50'	24.74'	N 45°09'08" W	24.74'
C38	375.50'	24.68'	N 41°22'56" W	24.67'
C39	375.50'	24.72'	N 37°36'51" W	24.71'
C40	375.50'	26.38'	N 33°42'56" W	26.38'
C41	375.50'	47.95'	N 28°02'40" W	47.92'
C42	375.50'	44.28'	N 21°00'28" W	44.26'
C43	375.50'	44.03'	N 14°16'14" W	44.00'
C44	375.50'	11.05'	N 10°04'07" W	11.05'
C45	224.50'	10.79'	N 10°36'09" W	10.79'
C46	224.50'	11.17'	N 13°24'17" W	11.17'
C47	25.00'	35.90'	N 26°18'13" E	32.89'
C48	208.50'	86.26'	N 71°24'41" E	85.65'
C49	20.00'	44.39'	S 19°41'05" W	35.82'
C50	208.50'	113.68'	N 81°06'59" W	112.28'
C51	208.50'	33.50'	N 60°53'31" W	33.46'
C52	208.50'	29.98'	N 52°10'16" W	29.96'
C53	123.50'	4.19'	N 47°04'44" W	4.19'
C54	123.50'	32.23'	N 38°37'51" W	32.14'
C55	123.50'	46.21'	N 20°26'11" W	45.94'
C56	20.00'	29.05'	N 31°53'52" E	26.57'
C57	374.50'	56.65'	N 69°10'47" E	56.59'
C58	20.00'	24.87'	S 79°31'26" E	23.30'
C59	20.00'	37.39'	N 09°39'23" E	32.18'
C60	25.00'	31.81'	S 80°20'33" E	29.71'
C61	25.00'	39.89'	S 01°48'42" W	35.79'
C62	208.50'	43.82'	S 53°32'18" W	43.74'
C63	20.00'	26.72'	N 82°10'02" W	24.78'
C64	374.50'	10.72'	N 64°01'36" E	10.72'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 09°43'04" W	2.00'
L2	S 08°46'43" W	13.17'
L3	S 09°43'04" E	9.06'
L4	S 41°09'30" E	21.13'

GRAPHIC SCALE
40 0 20 40 80
1 inch = 40 ft.

SEE SHEET 6 OF 6 FOR EASEMENT LINE AND CURVE TABLES

REVISIONS:	DATE: 4-7-22
	SCALE: 1"= 40'
	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK By CLOSURE BY: RAV
	CAD FILE: BEV PH1 SD PLAT.DWG
	PROJECT NO: 02080976.00

SUBDIVISION MAP OF
BEAUFORT EAST VILLAGE PHASE 1
PROPERTY OF
BLUE TREASURE LLC

TOWNSHIP: BEAUFORT	COUNTY: CARTERET	STATE: NORTH CAROLINA
TOWN OF BEAUFORT ZONING: PUD	PIN: SEE SITE DATA	SHEET 3 OF 6

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LEGEND

AC - ACRES
ARC - ARC LENGTH
CB - CHORD BEARING
CMF - CONCRETE MONUMENT FOUND
CH - CHORD LENGTH
CLF - CHAIN LINK FENCE
DIP - DUCTILE IRON PIPE
DI - DROP INLET
EOP - EDGE OF PAVEMENT
IPF - IRON PIPE FOUND
IPS - IRON PIPE SET
OS - OPEN SPACE
O/S - OFFSET
PKS - PK NAIL SET
PP - UTILITY POLE
RMF - RIGHT OF WAY MONUMENT FOUND
R/W - RIGHT OF WAY
R - RADIUS
RBF - REBAR FOUND
S.F. - SQUARE FEET

LINE LEGEND

NON SURVEYED LINES
BOUNDARY
BUFFER
DRAINAGE DITCH
EASEMENT
EXISTING R/W
FENCE — X — X — X — X — X — X — X — X —
FLOOD ZONE
OVERHEAD UTILITY LINE — OHE — OHE — OHE — OHE —
SANITARY SEWER LINE — SS — SS —
STORM DRAINAGE LINE — SD — SD —

SYMBOL LEGEND

○ - 0.5" IRON PIPE SET (UNLESS OTHERWISE NOTED)
Ⓢ - SANITARY SEWER MANHOLE
- UTILITY POLE
△ - COMPUTED EASEMENT BEND

HATCH LEGEND

WETLANDS

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	323.50'	15.81'	N 43°19'19" W	15.81'
C2	323.50'	52.50'	N 49°22'18" W	52.44'
C3	323.50'	258.01'	N 76°52'09" W	251.23'
C4	325.50'	97.01'	S 71°44'40" W	96.65'
C5	525.50'	51.40'	S 60°24'15" W	51.38'
C6	525.50'	64.85'	S 54°03'59" W	64.81'
C7	525.50'	57.31'	S 47°24'24" W	57.28'
C8	525.50'	64.93'	S 40°44'33" W	64.89'
C9	525.50'	51.15'	S 34°24'51" W	51.13'
C10	475.50'	71.05'	S 27°20'43" W	70.98'
C11	475.50'	88.16'	S 17°45'13" W	88.03'
C12	475.50'	51.26'	S 09°21'14" W	51.23'
C13	475.50'	19.57'	S 05°05'12" W	19.57'
C14	25.00'	40.89'	S 42°57'17" E	36.49'
C15	25.00'	37.64'	S 47°02'43" W	34.19'
C16	376.50'	27.07'	S 43°58'52" E	27.06'
C17	376.50'	40.44'	S 79°07'32" E	40.42'
C18	376.50'	40.05'	S 85°14'59" E	40.03'
C19	376.50'	30.79'	N 85°21'37" E	30.78'
C20	20.00'	9.44'	S 79°27'22" E	9.36'
C21	20.00'	19.62'	S 31°49'25" E	18.84'
C22	176.50'	65.50'	S 20°20'58" E	65.13'
C23	176.50'	40.16'	S 31°30'08" E	40.09'
C24	176.50'	12.41'	S 46°02'14" E	12.41'
C25	261.50'	5.78'	S 48°41'04" E	5.78'
C26	25.00'	33.95'	S 53°44'23" E	31.40'
C27	173.50'	17.17'	S 12°01'41" E	17.16'
C28	424.50'	34.03'	S 11°31'21" E	34.02'
C29	424.50'	45.21'	S 16°52'13" E	45.19'
C30	424.50'	44.41'	S 22°55'06" E	44.39'
C31	424.50'	53.55'	S 29°31'47" E	53.52'
C32	375.50'	26.03'	N 58°31'58" W	26.03'
C33	375.50'	25.01'	N 54°38'19" W	25.01'
C34	375.50'	4.58'	N 52°22'52" W	4.58'
C35	375.50'	6.28'	N 51°33'10" W	6.28'
C36	375.50'	26.44'	N 49°03'25" W	26.43'
C37	375.50'	24.74'	N 45°09'08" W	24.74'
C38	375.50'	24.68'	N 41°22'56" W	24.67'
C39	375.50'	24.72'	N 37°36'51" W	24.71'
C40	375.50'	26.38'	N 33°42'56" W	26.38'
C41	375.50'	47.95'	N 28°02'40" W	47.92'
C42	375.50'	44.28'	N 21°00'28" W	44.26'
C43	375.50'	44.03'	N 14°16'14" W	44.00'
C44	375.50'	11.05'	N 10°04'07" W	11.05'
C45	224.50'	10.79'	N 10°36'09" W	10.79'
C46	224.50'	11.17'	N 13°24'17" W	11.17'
C47	25.00'	35.90'	N 26°18'13" E	32.89'
C48	208.50'	86.26'	N 71°24'41" E	85.65'
C49	20.00'	44.39'	S 19°41'55" W	35.82'
C50	208.50'	113.68'	N 81°06'59" W	112.28'
C51	208.50'	33.50'	N 60°53'37" W	33.46'
C52	208.50'	29.98'	N 52°10'16" W	29.96'
C53	123.50'	4.19'	N 47°04'44" W	4.19'
C54	123.50'	32.23'	N 38°37'51" W	32.14'
C55	123.50'	46.21'	N 20°26'11" W	45.94'
C56	20.00'	29.05'	N 31°53'52" E	26.57'
C57	374.50'	56.65'	N 65°10'47" E	56.59'
C58	20.00'	24.87'	S 79°31'26" E	23.30'
C59	20.00'	37.39'	N 09°39'23" E	32.18'
C60	25.00'	31.81'	S 80°20'37" E	29.71'
C61	25.00'	39.89'	S 01°48'42" W	35.79'
C62	208.50'	43.82'	S 53°32'18" W	43.74'
C63	20.00'	26.72'	N 82°10'05" W	24.78'
C64	374.50'	10.72'	N 64°01'36" E	10.72'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 09°43'04" W	2.00'
L2	S 08°46'43" W	13.17'
L3	S 09°43'04" E	9.06'
L4	S 41°09'30" E	21.13'

"PRELIMINARY PLAT"
NOT FOR CONVEYANCE, RECORDATION, OR SALES
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR JEFFREY A. VANDEVELDE

SEE SHEET 6 OF 6 FOR EASEMENT LINE AND CURVE TABLES

GRAPHIC SCALE
40 0 20 40 80
1 inch = 40 ft.

REVISIONS:	
	DATE: 4-7-22
	SCALE: 1"= 40'
	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK & CLOSURE BY: RAV
	CAD FILE: BEV PH1 SD PLAT.DWG
	PROJECT NO: 02080976.00

SUBDIVISION MAP OF
BEAUFORT EAST VILLAGE PHASE 1
PROPERTY OF
BLUE TREASURE LLC

TOWNSHIP: BEAUFORT	COUNTY: CARTERET	STATE: NORTH CAROLINA
TOWN OF BEAUFORT ZONING: PUD	PIN: SEE SITE DATA	SHEET 4 OF 6

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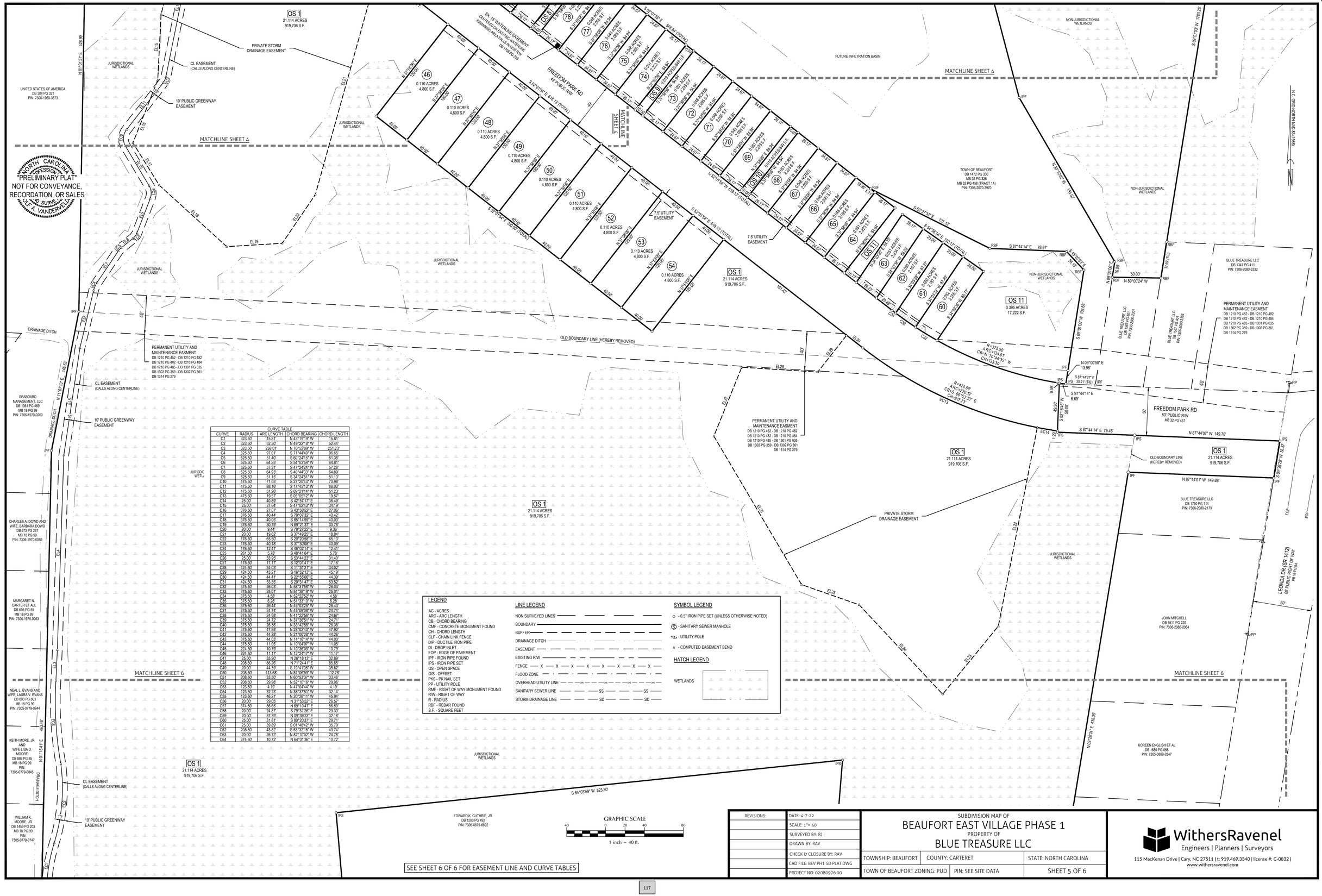

REVISIONS:	DATE: 4-7-22
	SCALE: 1"= 40'
	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK & CLOSURE BY: RAV
	CAD FILE: BEV PH1 SD PLAT.DWG
	PROJECT NO: 02080976.00

SUBDIVISION MAP OF
BEAUFORT EAST VILLAGE PHASE 1
PROPERTY OF
BLUE TREASURE LLC

TOWNSHIP: BEAUFORT	COUNTY: CARTERET	STATE: NORTH CAROLINA
TOWN OF BEAUFORT ZONING: PUD	PIN: SEE SITE DATA	SHEET 5 OF 6

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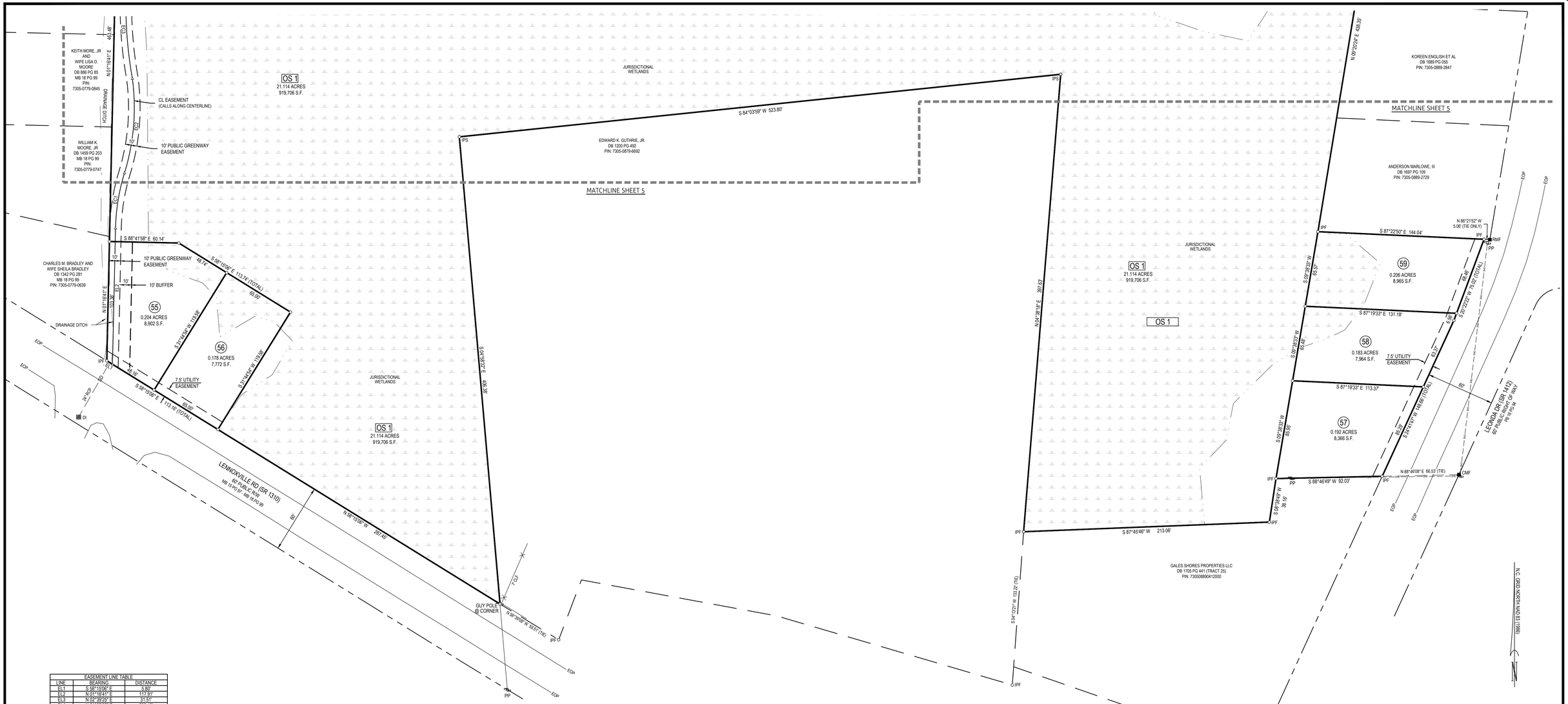

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
EL1	S 58°15'06" E	5.80'
EL2	N 01°16'41" E	117.91'
EL3	N 02°39'25" E	31.51'
EL4	N 01°53'52" E	200.19'
EL5	N 08°33'52" E	111.72'
EL6	N 13°22'26" E	60.85'
EL7	N 34°00'36" E	38.96'
EL8	N 51°21'28" E	14.93'
EL9	N 21°00'35" E	37.55'
EL10	N 30°49'37" W	47.52'
EL11	N 37°55'06" E	61.31'
EL12	N 11°26'11" E	145.00'
EL13	N 68°07'59" E	111.38'
EL14	S 14°30'03" W	87.65'
EL15	S 02°55'06" W	67.56'
EL16	S 21°31'33" W	69.44'
EL17	S 31°47'44" E	51.25'
EL18	S 47°41'36" E	93.96'
EL19	N 86°34'51" E	57.18'
EL20	N 34°11'38" E	60.72'
EL21	N 15°34'10" E	240.43'
EL22	S 11°05'28" W	208.26'
EL23	S 39°18'14" W	90.49'
EL24	N 43°03'07" W	125.90'
EL25	N 70°49'36" W	62.78'
EL26	N 30°33'48" W	177.42'
EL27	N 22°07'48" E	76.48'
EL28	S 86°25'47" E	78.34'
EL29	N 38°10'32" E	48.06'
EL30	S 52°01'54" E	21.12'
EL31	S 89°04'00" W	143.65'
EL32	N 03°54'59" W	35.70'
EL33	S 87°35'04" W	140.94'
EL34	S 49°04'06" W	112.01'
EL35	S 40°43'10" E	6.98'
EL36	S 49°16'50" W	42.00'
EL37	N 40°43'10" W	32.99'
EL38	S 85°53'47" W	14.09'
EL39	N 03°59'06" W	20.00'
EL40	N 85°53'47" E	9.10'
EL41	N 49°16'50" E	33.51'
EL42	N 36°53'41" W	7.68'
EL43	N 53°06'19" E	24.00'
EL44	S 36°53'41" E	21.25'
EL45	N 61°08'00" E	41.68'
EL46	N 49°04'06" E	47.31'
EL47	S 88°46'25" W	7.40'
EL48	S 87°30'36" W	109.40'
EL49	N 00°05'31" W	136.53'
EL50	S 02°20'05" E	207.02'
EL51	N 63°17'24" E	4.00'
EL52	N 05°52'28" E	33.30'
EL53	N 31°32'22" E	36.60'
EL54	N 33°59'46" W	63.28'
EL55	N 56°00'14" E	20.00'
EL56	S 33°59'46" E	57.24'
EL57	N 83°04'24" E	122.83'
EL58	N 64°39'06" E	63.94'
EL59	S 26°47'36" E	94.70'

EASEMENT CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
EC1	175.29'	46.85'	N 09°13'42" E	46.69'
EC2	191.13'	82.70'	N 04°46'58" E	82.06'
EC3	363.23'	86.14'	N 03°20'39" W	85.94'
EC4	25.00'	9.00'	N 23°41'31" E	8.96'
EC5	15.00'	4.54'	N 42°41'02" E	4.52'
EC6	15.00'	7.93'	N 36°12'33" E	7.84'
EC7	15.00'	13.58'	N 04°53'01" W	13.12'
EC8	15.00'	18.00'	N 03°32'45" E	16.94'
EC9	15.00'	6.95'	N 24°38'26" E	6.89'
EC10	15.00'	13.97'	N 38°28'10" E	13.47'
EC11	424.50'	5.04'	S 33°29'01" E	5.04'
EC12	424.50'	14.59'	S 51°02'50" E	14.59'
EC13	424.50'	199.13'	S 65°28'13" E	197.31'
EC14	424.50'	21.06'	S 80°19'49" E	21.06'
EC15	261.50'	79.05'	S 87°58'41" E	78.75'
EC16	261.50'	118.71'	S 79°38'37" E	117.70'
EC17	43.98'	53.69'	S 53°31'16" W	50.42'
EC18	78.71'	65.63'	N 66°03'10" W	63.74'
EC19	66.06'	34.41'	N 62°45'34" W	34.02'
EC20	70.27'	62.20'	N 39°49'03" W	60.19'
EC21	15.00'	23.56'	N 46°33'50" W	21.21'
EC22	376.50'	131.89'	N 59°55'28" W	131.18'
EC23	176.50'	0.66'	S 30°52'25" E	0.66'
EC24	88.00'	6.22'	N 59°06'27" E	6.22'
EC25	176.50'	20.58'	S 27°25'33" E	20.57'
EC26	376.50'	25.31'	N 47°57'58" W	25.30'
EC27	323.50'	109.47'	S 63°42'55" E	108.95'
EC28	323.50'	12.00'	S 74°28'20" E	12.00'

"PRELIMINARY PLAT"
NOT FOR CONVEYANCE, RECORDATION, OR SALES

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR JUSTIN A. VANDERVELDE

LEGEND

AC - ACRES
ARC - ARC LENGTH
CB - CHORD BEARING
CMF - CONCRETE MONUMENT FOUND
CH - CHORD LENGTH
CLF - CHAIN LINK FENCE
DIP - DUCTILE IRON PIPE
DI - DROP INLET
EOP - EDGE OF PAVEMENT
IPF - IRON PIPE FOUND
IPS - IRON PIPE SET
OS - OPEN SPACE
O/S - OFFSET
PKS - PK NAIL SET
PP - UTILITY POLE
RMF - RIGHT OF WAY MONUMENT FOUND
R/W - RIGHT OF WAY
R - RADIUS
RBF - REBAR FOUND
S.F. - SQUARE FEET

LINE LEGEND

NON SURVEYED LINES
BOUNDARY
BUFFER
DRAINAGE DITCH
EASEMENT
EXISTING R/W
FENCE — X — X — X — X — X — X — X — X —
FLOOD ZONE
OVERHEAD UTILITY LINE — — — OE — — — OE — — — OE — — —
SANITARY SEWER LINE — — — SS — — — SS — — —
STORM DRAINAGE LINE — — — SD — — — SD — — —

SYMBOL LEGEND

○ - 0.5" IRON PIPE SET (UNLESS OTHERWISE NOTED)
Ⓢ - SANITARY SEWER MANHOLE
- UTILITY POLE
△ - COMPUTED EASEMENT BEND

HATCH LEGEND

WETLANDS

GRAPHIC SCALE
40 0 20 40 80
1 inch = 40 ft.

REVISIONS:	DATE: 4-7-22
	SCALE: 1"= 40'
	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK & CLOSURE BY: RAV
	CAD FILE: BEV PH1 SD PLAT.DWG
	PROJECT NO: 02080976.00

SUBDIVISION MAP OF
BEAUFORT EAST VILLAGE PHASE 1
PROPERTY OF
BLUE TREASURE LLC

TOWNSHIP: BEAUFORT	COUNTY: CARTERET	STATE: NORTH CAROLINA
TOWN OF BEAUFORT ZONING: PUD	PIN: SEE SITE DATA	SHEET 6 OF 6

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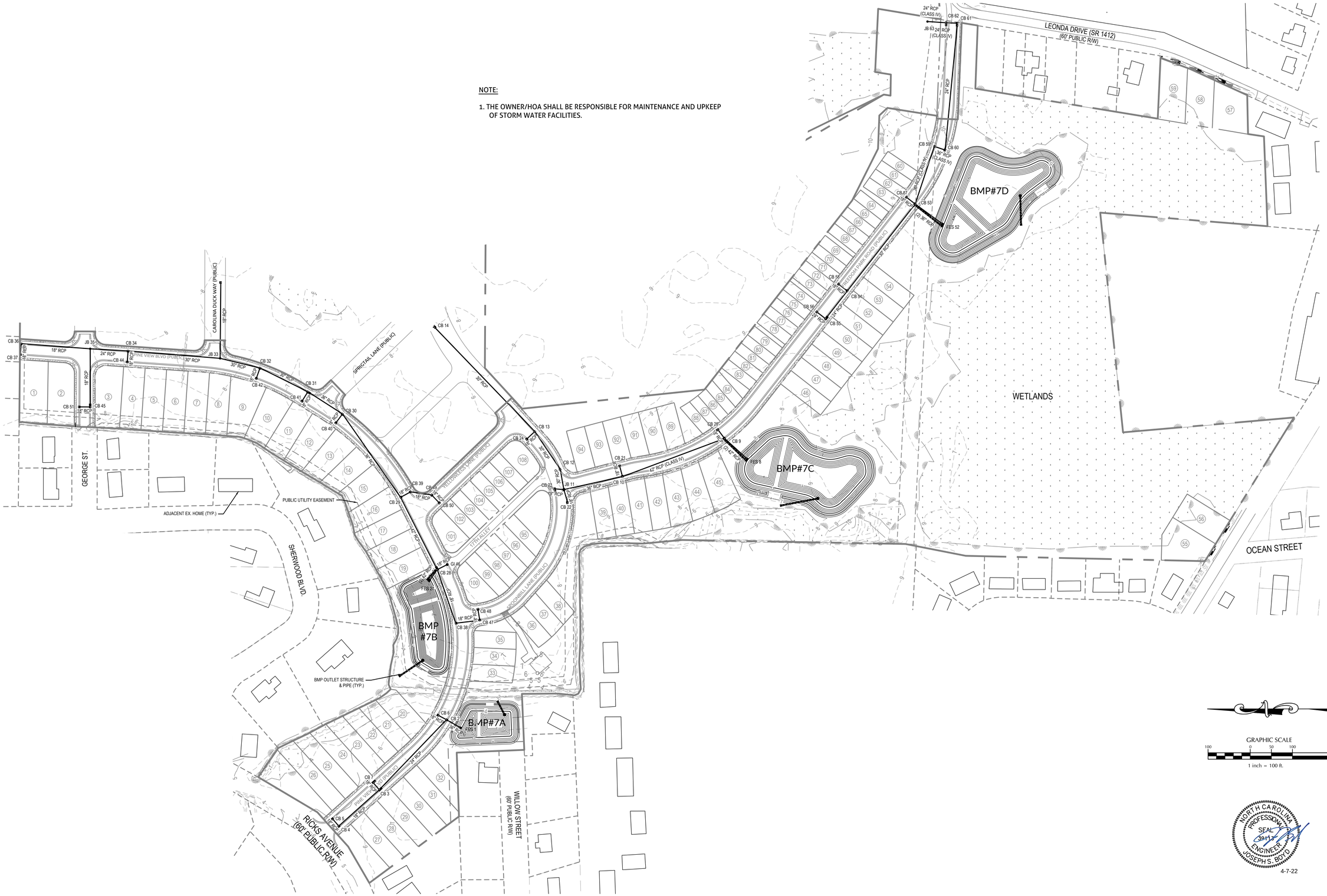
NOTE:

1. THE OWNER/HOA SHALL BE RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF STORM WATER FACILITIES.



GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

NORTH CAROLINA PROFESSIONAL SEAL 39413 ENGINEER JOSEPH S. BOYD
4-7-22

No.	Revision	Date	By

Designer	JSB	Scale	NOTED
Drawn By	JSB	Date	9/14/15
Checked By	JJW	Job No.	02080976.20

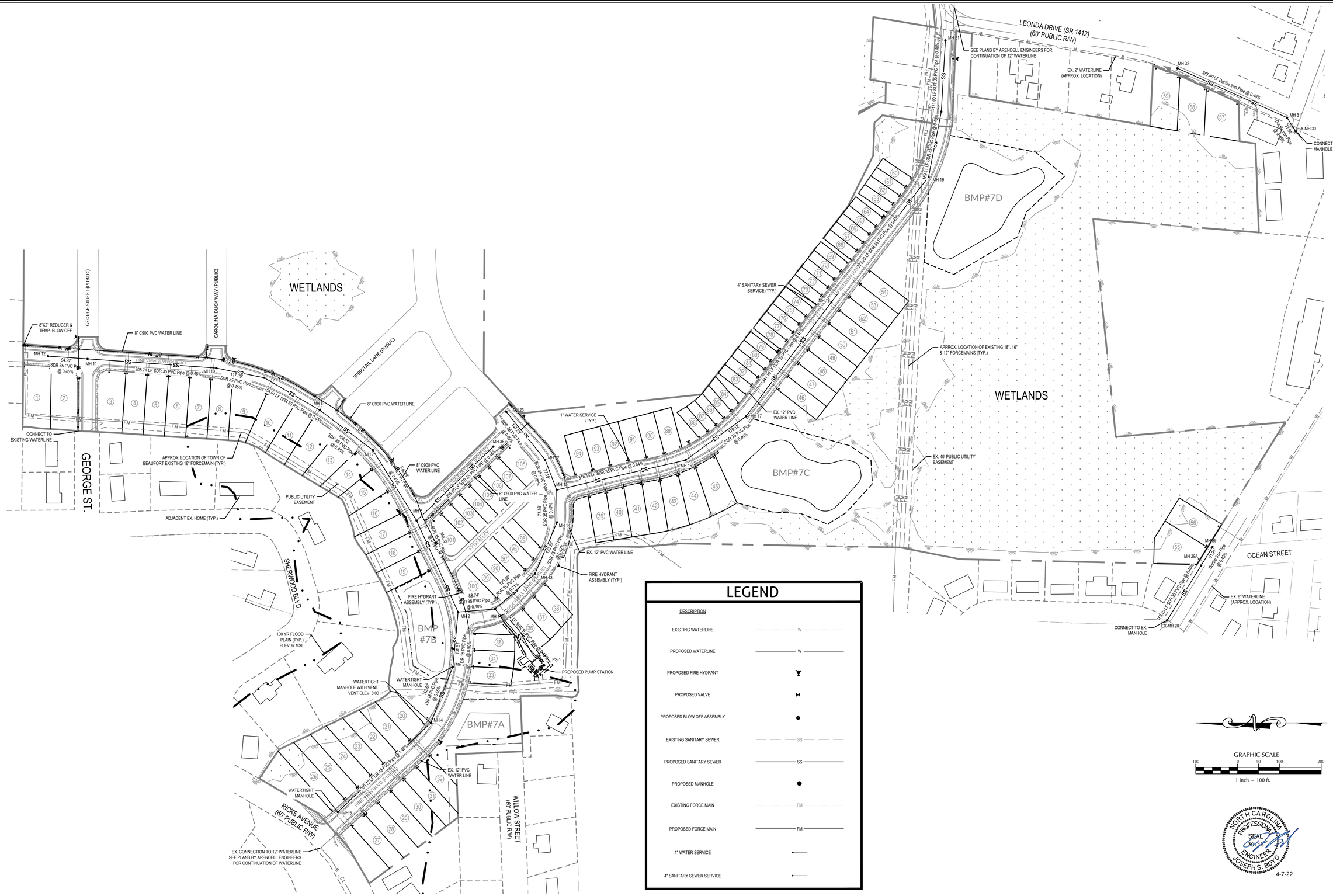
BEAUFORT EAST VILLAGE PHASE 1
IMPROVEMENTS WITHIN DRAINAGE AREA #7
Beaufort Carteret County North Carolina

FINAL PLAT DRAINAGE PLAN

WithersRavenel
Engineers | Planners | Surveyors
1410 Commonwealth Drive, Suite 101 | Wilmington, NC 28403 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

Sheet No. C-6

K:\JSB\02080976.20-Beaufort East Village Ph 1\CAD\Final Plat Sheets\Utility & Drainage Final Plat Plan.dwg- Thursday, April 7, 2022 10:01:05 AM - BOYD, JOSEPH



LEGEND

DESCRIPTION	
EXISTING WATERLINE	W
PROPOSED WATERLINE	W
PROPOSED FIRE HYDRANT	
PROPOSED VALVE	
PROPOSED BLOW OFF ASSEMBLY	
EXISTING SANITARY SEWER	SS
PROPOSED SANITARY SEWER	SS
PROPOSED MANHOLE	
EXISTING FORCE MAIN	FM
PROPOSED FORCE MAIN	FM
1" WATER SERVICE	
4" SANITARY SEWER SERVICE	

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

NORTH CAROLINA PROFESSIONAL SEAL 30135 ENGINEER JOSEPH S. BOYD
4-7-22

No.	Revision	Date	By

Designer JSB	Scale NOTED
Drawn By JSB	Date 9/14/15
Checked By JJW	Job No. 02080976.20

BEAUFORT EAST VILLAGE PHASE 1

Beaufort Carteret County North Carolina

FINAL PLAT UTILITY PLAN

WithersRavenel
Engineers | Planners | Surveyors
1410 Commonwealth Drive, Suite 101 | Wilmington, NC 28403 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

Sheet No. C-5

K:\08_08-097\02080976.20-Beaufort East Village Ph 1\CAD\Final Plat Sheets\Utility & Drainage Final Plat Plan.dwg- Thursday, April 7, 2022 10:00:17 AM - BOYD, JOSEPH

WithersRavenel
Our People. Your Success.

March 28, 2022

Mr. Kyle Garner, AICP
Planning & Inspections Director
Town of Beaufort
701 Front Street
Beaufort, NC 28516

RE: Beaufort East Village Phase 1 – Completion Bond Estimate
WR Project No. 02080976.20

Dear Mr. Garner:

On behalf of Blue Treasure, LLC, we are preparing this letter stating that as of March 28, 2022, the following public improvements need to be bonded to allow for plat recordation in Beaufort East Village Phase 1. A completion bond/letter of credit will be provided to the Town of Beaufort for the remaining improvements in the amount of 100% of the estimated construction costs. Our estimate of the remaining improvements is attached.

In total our estimate comes to a total of $1,393,829.44 for the remaining improvements.

Please advise if this amount is satisfactory to the Town and the Owner will post the required financial guarantee. Please let us know if you need any additional information regarding this matter and thanks for your continued assistance on this project.

Sincerely,
WithersRavenel

Joe Boyd, PE
Project Manager

CC: Greg Meshaw, PE – Town of Beaufort
Karl Blackley – Blue Treasure, LLC
Don Mizelle – WithersRavenel, Inc.

BOND ESTIMATE

Town of Beaufort
701 Front Street
Beaufort, NC 28516
(252) 728-2141
www.beafortnc.org

PROJECT NAME:	Beaufort East Village Phase 1
OWNER:	Blue Treasure, LLC
ENGINEER:	Joe Boyd, PE
ENGINEER PHONE NO.:	910-256-9277
ENGINEER EMAIL:	jboyd@withersravenel.com
DATE:	3/28/2022

UNLESS OTHERWISE SPECIFIED ALL BONDS ARE FOR THE BODY OF THE PLAT

SIGNATURE AND SEAL OF SUBMITTING ENGINEER

NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD

I, Joseph S. Boyd a Registered Licensed Professional, do hereby vertify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of the work to be completed on this project. This bond estimate covers all the infrastructure improvements on the project referenced above.

Please sign below

STREET PAVEMENT	LINEAR FEET:	WIDTH:	UNIT COST (Dollars/SY)	TOTAL:
Final Asphalt Surface Course	4527	22	$ 11.00	$ 121,726.00
Initial Asphalt Suface Course	4527	22	$ 10.50	$ 116,193.00
Asphalt Intermediate Course				$ -
Asphalt Base Course				$ -
Aggregate Base Course	4527	22	$ 1.00	$ 11,066.00
Pervious Concrete Alley & Base Course	350	16	$ 65.00	$ 40,444.44
				$ -
			Subtotal	**$ 289,429.44**

STREET INCIDENTALS	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Street Signs	37	Each	$ 100.00	$ 3,700.00
Street Trees (40' O.C.)	220	Each	$ 450.00	$ 99,000.00
Street Lights	16	Each	$ 250.00	$ 4,000.00
Pavement Striping		LF		$ -
				$ -
				$ -
			Subtotal	**$ 106,700.00**

CURBING & SIDEWALK:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
2'-6" Standard Curb		LF		$ -
2'-6" Rolled curb	9054	LF	$ 15.00	$ 135,810.00
4' Wide Sidewalk		LF		$ -
5' Wide Sidewalk		LF	$ 25.00	$ -
Driveway Aprons	108	Each		$ -
Handicap Ramp	20	Each	$ 750.00	$ 15,000.00
Multiuse Path	1240	LF	$ 20.00	$ 24,800.00
				$ -
			Subtotal	**$ 175,610.00**

SANITARY SEWER	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
8" PVC Gravity Sewer	2373	LF	$ 50.00	$ 118,650.00
8" DIP Gravity Sewer	20	LF	$ 100.00	$ 2,000.00
10" PVC Gravity Sewer		LF		$ -
10" DIP Gravity Sewer		LF		$ -
12" PVC Gravity Sewer		LF		$ -
12" DIP Gravity Sewer		LF		$ -
15" PVC Gravity Sewer		LF		$ -
15" DIP Gravity Sewer		LF		$ -
2" PVC Force Main		LF		$ -
4" PVC Force Main		LF		$ -
4" DIP Force Main		LF		$ -
6" PVC Force Main		LF		$ -
6" DIP Force Main		LF		$ -
8" PVC Force Main		LF		$ -
8" DIP Force Main		LF		$ -
4'0" Dia. Manhole	13	LF	$ 3,500.00	$ 45,500.00
5'0" Dia Manhole		LF		$ -
Service Laterals, Main to Cleanout	35	Each	$ 350.00	$ 12,250.00
Pump Station	1	Lump Sum	$ 100,000.00	$ 100,000.00
				$ -
				$ -
				$ -
			Subtotal	**$ 278,400.00**

WATER	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
2" PVC Water Main	50	LF	$ 15.00	$ 750.00
4" PVC Water Main		LF		$ -
4" DIP Water Main		LF		$ -
6" PVC Water Main	330	LF	$ 20.00	$ 6,600.00
6" DIP Water Main		LF		$ -
8" PVC Water Main	220	LF	$ 25.00	$ 5,500.00
8" DIP Water Main		LF		$ -
10" PVC Water Main		LF		$ -
10" DIP Water Main		LF		$ -
12" PVC Water Main		LF		$ -
12" DIP Water Main		LF		$ -
2" Valve (includes Curb Box)	1	Each	$ 1,000.00	$ 1,000.00
4" Valve (includes Curb Box)		Each		$ -
6" Valve (includes Curb Box)	1	Each	$ 1,000.00	$ 1,000.00
8" Valve (includes Curb Box)	3	Each	$ 1,000.00	$ 3,000.00
10" Valve (includes Curb Box)		Each		$ -
12" Valve (includes Curb Box)		Each		$ -

Fire Hydrant (includes Hydrant Leg & Valve)	8	Each	$ 3,500.00	$ 28,000.00
Vaults		Each		$ -
Manholes		Each		$ -
Fittings	5	Lump Sum	$ 1,250.00	$ 6,250.00
Service Connections (includes Tap, Service Tubing, Meter Box and Meter Setter)	35	Each	$ 650.00	$ 22,750.00
Blowoff Assemblies	1	each	$ 1,500.00	$ 1,500.00
				$ -
				$ -
			Subtotal	**$ 76,350.00**

DRAINAGE	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" RCP		LF		$ -
15" Dual Wall HDPE		LF		$ -
15" Dual Wall Polyproplene		LF		$ -
18" RCP		LF		$ -
18" Dual Wall HDPE	1143	LF	$ 50.00	$ 57,150.00
18" Dual Wall Polyproplene		LF		$ -
24" RCP		LF		$ -
24" Dual Wall HDPE	706	LF	$ 60.00	$ 42,360.00
24" Dual Wall Polyproplene		LF		$ -
30" RCP		LF		$ -
30" Dual Wall HDPE	861	LF	$ 70.00	$ 60,270.00
30" Dual Wall Polyproplene		LF		$ -
36" RCP		LF		$ -
36" Dual Wall HDPE	807	LF	$ 80.00	$ 64,560.00
36" Dual Wall Polyproplene		LF		$ -
42" RCP		LF		$ -
42" Dual Wall HDPE	650	LF	$ 100.00	$ 65,000.00
42" Dual Wall Polyproplene		LF		$ -
48" RCP		LF		$ -
48" Dual Wall HDPE		LF		$ -
48" Dual Wall Polyproplene		LF	$ 125.00	$ -
15" FES		Each		$ -
18" FES		Each	$ 2,500.00	$ -
24" FES		Each	$ 3,000.00	$ -
30" FES		Each	$ 3,500.00	$ -
36" FES	2	Each	$ 4,000.00	$ 8,000.00
42" FES	2	Each	$ 5,000.00	$ 10,000.00
48" FES		Each	$ 5,000.00	$ -
Curb Inlet	62	Each	$ 2,500.00	$ 155,000.00
Yard Inlet		Each	$ 2,000.00	$ -
Manhole (0'-6' Deep)	2	Each	$ 2,500.00	$ 5,000.00
				$ -
				$ -
				$ -
			Subtotal	**$ 467,340.00**

TOTAL ESTIMATE ⇒ $1,393,829.44

Town of Beaufort
701 Front St. • P.O. Box 390 •
Beaufort, N.C. 28516
252-728-2141 • 252-728-3982 fax
www.beaufortnc.org

To: Kyle Garner
Planning & Inspections Director

From: Gregory Meshaw, PE, Town Engineer

Date: April 8, 2022

Re: **Review Comments - Revised**
Final Subdivision Plat
Beaufort East Village, Phase 1

We are writing to acknowledge receipt of the following documents in electronic form for Phase 1 of the Beaufort East subdivision (aka Beau Coast West):

- a completed "Application for a Final Subdivision Plat"
- a March 28, 2022 letter by Joe Boyd, PE of WithersRavenel proposing a "completion bond/letter of credit" in the amount of $1,393,829.44
- a completed Town of Beaufort bond estimate form in support of the letter
- an April 7, 2022 letter by Mr. Boyd transmitting addition information requested by Kyle Garner
- a preliminary 6-sheet plan set by WithersRavenel dated April 7, 2022 formatted for recording
- plan sheet nos. C-3, -5 and -6 titled "Final Plat Subdivision Plan," "Final Plat Utility Plan," and "Final Plat Drainage Plan," respectively.

We understand that the documents listed above were submitted for approval so that the final plat (i.e., plan set) can be recorded for Phase 1. To that end, please be advised that we have the following comments concerning the submitted items as they relate to water, sanitary sewer, and storm water infrastructure:

1. It is worth noting that a security is being proposed because the utilities have not been completed. Posting of a security in lieu of prior construction of the improvements is allowed by paragraphs 4.01 and 4.02 of the ordinance. Nonetheless, the utility plan and drainage plan are being provided because paragraph 4.12.04 of the Town's "Subdivision Ordinance" calls for the final plat submission to include utility layouts. It is important to know therefore, that these plans are consistent with plans approved during the preliminary plat review process. Accordingly, the final plat can be advanced to the Planning Board for consideration without "as-built" layout plans of the water distribution, sewer collection and transmission, and storm water collection systems. Town staff will of course, require submission of as-built drawings of these utilities once they are complete. Staff will not recommend acceptance of the utilities to the Board of

Commissioners without receipt of the record drawings.

2. The proposed bond amount is reasonable for infrastructure constructed via non-public construction pricing and agreements. The numbers also seem to be within the range of that which might be expected if constructed by the Town through a publicly bid and awarded construction contract, albeit on the low end of the range.

The Public Services Department has no objection to the final plat being provided to the Planning Board for consideration given the foregoing comments.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU COAST WEST

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS AND THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA.

Prepared by and return to:

David E. Miller, III, Esq.
Longleaf Law Partners
4509 Creedmoor Road, Suite 302
Raleigh, NC 27612

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BEAU COAST WEST

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU COAST WEST (the "**Declaration**") is made as of this _____ day of _____, 2022, by Blue Treasure LLC, a North Carolina limited liability company (hereinafter referred to as "**Declarant**").

RECITALS:

WHEREAS, Declarant is the owner of certain tract or parcel of land located in the Town of Beaufort, Carteret County, North Carolina, which property is described on **Exhibit A-1** attached hereto (the "**Property**");

AND WHEREAS, the Property is hereby established as a planned community and master residential subdivision community known as "Beau Coast West" (which also is referred to herein as the "**Community**" or the "**Subdivision**") under the Legal Requirements of applicable governmental entities, and which may include, but shall not be required by this Declaration to include, any one or more of the following: residential dwellings; public or private streets; utility easements; stormwater drainage systems and facilities; buffers; greenways; open space; recreational facilities and amenities; and other uses consistent with the zoning of the Properties and the Governmental Authority approvals for the Subdivision;

AND WHEREAS, the Community will contain certain Common Areas that are shared Community-wide by all throughout the Community;

AND WHEREAS, as hereinafter provided in this Declaration, Declarant has retained and reserved the right, privilege and option to annex Additional Property or to withdraw Property (as the case may be) to/from the encumbrance of this Declaration, from time to time or at any time, as herein provided;

AND WHEREAS, Declarant desires, among other things, to establish a general plan of development for the Subdivision, to provide for the maintenance and upkeep of the Lots, Dwellings, and Common Elements within the Subdivision, to provide for enforcement of the Declaration and other covenants and restrictions, if any, applicable to the Subdivision, to protect the value and desirability of the Properties, and, to that end, desires to subject the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each owner of any part or all thereof;

AND WHEREAS, in furtherance of the foregoing, Declarant has incorporated or will incorporate under the nonprofit corporation laws of the State of the Association (as defined below) to own and/or maintain and/or administer Common Elements, to administer and enforce this Declaration and other covenants, restrictions, and agreements applicable to the Subdivision, and to collect and disburse the assessments and charges provided for herein;

AND WHEREAS, it is intended that every Owner of any of the Lots (as defined below) automatically, and by reason of such ownership and this Declaration, become a Member of the Association and be subject to its rules and regulations and the assessments and charges made by the Association as provided herein.

NOW, THEREFORE, Declarant hereby declares that all of the Property, together with all Additional Property, if any, subjected to the Declaration pursuant to Article II hereof and less any real property withdrawn from this Declaration, all of which together is referred to as the "**Properties**", shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of these lands and which restrictions, easements, charges, liens, conditions and covenants shall touch and concern and run with the title to the Properties and which shall be binding on all parties having any right, title or interest in the Properties or any portion of them, all in accordance with the North Carolina Planned Community Act, as set forth in Chapter 47F of the North Carolina General Statutes, as the same may be amended by from to time. This instrument also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone who purchases or takes any interest in real property within the lands subject to this Declaration.

ARTICLE I

DEFINITIONS

The following words and terms, when used in the Declaration (including the Recitals) or any amendment hereto, or in any Supplemental Declaration, unless amended or unless the context clearly indicates otherwise, are defined as follows and are subject to the provisions contained in such definitions (when these and other defined words or terms herein have an initial capital letter or letters, however, it is not required that their use in the Declaration have initial capital letters in order to have the defined meaning). Terms and words used herein without definition shall have the meanings, if any, specified therefor in the "Definitions" section of the Act or, if not defined in the Act, in the "Definitions" section of the Nonprofit Corporation Act, or if not defined in either the Act or Nonprofit Corporation Act, any applicable definitions section of the Code, and, in the event of any conflict between the definitions contained herein and the definitions contained in the Act, the Nonprofit Corporation Act or the Code, the Act or Nonprofit Corporation Act or Code, in that order and as appropriate, shall control. It should be noted that one or more definitions contain provisions in addition to the defined word or terms, and such additional provisions are part of the Declaration in the same manner and to the same extent as if they had been set out in an Article or Section of the Declaration other than this Article I.

(a) "Act" shall mean the North Carolina Planned Community Act, currently codified in Chapter 47F of the North Carolina General Statutes, as it exists from time to time, including all amendments, supplements and replacements thereof.

(b) "Additional Property" shall mean any and all real property described on **Exhibit A-2** attached hereto and incorporated herein by this reference, provided the Additional Property shall not be part of the Property subject to this Declaration until it has been annexed (or subjected) to this Declaration in the manner required by this Declaration.

(c) "Annexation Declaration" shall mean a document, by whatever name denominated, that is recorded for the purposes of annexing Additional Property to this Declaration and causing such Additional Property to be subject to the scheme of covenants, charges, conditions and restrictions contained in this Declaration and including any additional covenants, charges, conditions and restrictions contained in the Annexation Declaration.

(d) "Annual Assessment" shall have the meaning specified in Article VI of this Declaration and shall constitute the assessments which, pursuant to the provisions of such Article, shall be levied by

the Association against all Lots each year for the purpose of raising the funds necessary to pay the Common Expenses (it being clear and express that the Annual Assessments may vary from Lot to Lot based on Dwelling type).

(e) "Architectural Control Committee" or "ACC" shall mean those individuals appointed to have jurisdiction over construction on or within any portion of the Property and responsibility for administration of design guidelines, as more fully described in Article VII of this Declaration.

(f) "Architectural Guidelines" shall mean the guidelines and standards from time to time adopted and in effect with respect to Dwellings and other improvements in the Property.

(g) "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

(h) "Association" shall mean Beau Coast West Homeowners Association, Inc., a North Carolina nonprofit corporation.

(i) "Board of Directors" (or "Board") shall mean the body responsible for the administration of the Association, as provided in the Bylaws.

(j) "Builder" is defined as a Person, other than the Declarant, which constructs residential dwellings for resale to other Persons, and who purchases or becomes the Owner of one or more Lots within the Property for the purpose of constructing thereon one or more residential dwellings for resale to other Persons. "Builders" refers to all such persons or entities collectively.

(k) "Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time.

(l) "City" or "Town" shall mean the Town of Beaufort, Carteret County, North Carolina.

(m) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, or any successor federal revenue law.

(n) "Common Area" (or "Common Property" or "Common Elements", the terms Common Area and Common Elements and Common Property being used interchangeably herein, whether referring to Common Area or Limited Common Area) shall mean, singularly or collectively, as applicable, all real property (including all improvements and private streets, drives, lanes and alleyways thereon except for any such improvements owned or maintained by another Person, such as a Governmental Entity or a Person who provides utility services to any part or all of the Property) and personal property, including easements, which Declarant owns (prior to turnover to the Association) or which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including any additional areas, if any, which by the terms of the Governing Documents, or by any Legal Requirement, or any Plat, or by contract or agreement with any other Person, become the responsibility of the Association. The term Common Area shall include the Limited Common Area, as defined below, provided, however, that unless a Common Area is expressly identified herein or on any Plat as a Limited Common Area, then is shall simply be the broader Common Area.

(o) "Common Expenses" shall mean and include all of the expenses incurred by the Association in maintaining the Common Area, including reserves for future expenses, and in paying for all of its other obligations and liabilities under the Act, Legal Requirements, and the Governing Documents, whether or not the particular Common Expense is specifically described herein. Common

Expenses also include all expenses for which the Association is liable under any contract or agreement entered into by the Association or by the Declarant on behalf of the Association as allowed herein. Expenses related to Limited Common Areas are part of and are a subcategory of Common Expenses.

(p) "Community Wide Standards" shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Property. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors or the Architectural Control Committee. The Community Wide Standards may change at any time and from time to time as development of the Property progresses and/or as the needs and desires change within the Property. During the Development Period, the Declarant has the right to establish all of the Community Wide Standards, including amending any Community Wide Standards established by the Board of Directors or Architectural Control Committee.

(q) "Deck" shall mean the deck, if any, that is constructed as part of the original construction of each Improved Lot.

(r) "Declarant" shall mean Blue Treasure LLC, a North Carolina limited liability company, and shall include any successor or assign who shall acquire any portion of the Property for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided, however, that there shall be only one "Declarant" hereunder at any one time.

(s) "Declaration" shall mean this Declaration of Covenants, Restrictions and Easements, as the same may be hereafter amended in accordance with the terms hereof.

(t) "Development Period" shall mean the period of time from the date of recording of this Declaration through and including 5:00 p m on the last of the following dates to occur.

(i) the last day on which Declarant owns any portion of the Property; or

(ii) the last day on which Declarant has the unilateral right to subject Additional Property to this Declaration pursuant to Article II; or

(iii) the date that is five (5) years after the date of recording of the most recent Annexation Declaration subjecting Additional Property to the Declaration; or

(iv) the date of release of the last bond (or letter of credit or other, similar financial guarantee) posted by Declarant with the City in connection with development of the Property or any portion thereof; or

(v) the date on which a certificate of occupancy is issued for initial construction of a Dwelling on the last Lot in the Properties remaining after certificates of occupancy have been issued for Dwellings on all other Lots in the Properties and the last Improved Lot has been transferred to a Person other than a Builder. For example, if there are 500 total Lots in the Properties, this is the date on which a certificate of occupancy is issued for the initial Dwelling on the 500th Lot and all 500 Improved Lots have been transferred to Persons other than Builders; or

(vi) 5:00 p m on December 31, 2052.

Notwithstanding the foregoing, if Declarant is delayed in the development of any part or all of the Property as a result of a sanitary sewer, water or building permit moratorium, or as the result of some other cause or event beyond Declarant's control, then the foregoing applicable time period shall be extended by the amount of time of the delay. Provided, however, Declarant may terminate the Development Period at any time by recording a termination instrument in the Registry. Except in the case of voluntary termination by the Declarant, the Development Period also shall include any periods of time after the applicable termination event during which Declarant is conducting any activity within the Property that is required by Legal Requirements or for Declarant to fulfill any obligation to a Governmental Entity, the Association, or any Owner with respect to any portion of the Property. In the event of an assignment of Declarant rights, with respect to the rights assigned the Development Period shall remain in full force and effect through the applicable periods of time as they relate to the assignee rather than the original Declarant hereunder. Declarant has the sole authority to resolve any issues or disputes regarding the date on which the Development Period ends.

(u) "Development Plan" shall mean the most current land use or development plan approved by the applicable Governmental Entity for the Property or any part thereof, whether the approval is preliminary or final, and regardless of any name other than Development Plan under which it is approved by the Governmental Entity (for example, site plan, subdivision plan, cluster unit development plan, or master plan for a planned unit development). For avoidance of doubt, Development Plan shall include any plan(s) that may be entitled "Beaufort East Village." Declarant reserves the right, in its sole discretion but subject to Legal Requirements, to modify any Development Plan in whole or in part, including the addition or deletion of real property and including the reconfiguration of Lots and Common Area. The fact that real property is included on the Development Plan does not obligate Declarant to subject it to the Declaration, nor shall Declarant be prohibited from subjecting to the Declaration any property that is not included on the Development Plan.

(v) "Dwelling" is defined as any building or portion thereof within the Properties which is used or occupied, or intended for use or occupancy, as a residence by an individual or by one housekeeping unit, whether by the Owner thereof or by tenants or sub-tenants of the Owner.

(w) "Exempt Property" means all portions of the Property included within any of the following categories:

(i) Common Area (provided, however, a Lot on which Common Area is located -- for example, a Lot on which there is an easement constituting Common Area -- is not exempt from assessments); and

(ii) property owned by, or dedicated to and accepted by, the City or a utility, including property within the right-of-way of publicly-dedicated streets and roads, unless such property is a Lot that has a Dwelling thereon (and provided, that a Lot is not exempt from assessments because it has an easement located on it that has been dedicated to the City or a public utility).

Exempt Property shall not be subject to the assessments provided for herein, and the Owner of such Exempt Property shall have no membership or voting rights in the Association associated with the ownership of such Exempt Property. Furthermore, unless and until such time, if any, as it loses its Exempt status, except as otherwise provided herein all Exempt Property owned by or subject to an easement in favor of the City or a utility provider, and all Exempt Property within publicly-dedicated street rights-of-way, is exempt from all of the provisions of the Declaration, except for the provisions of the Declaration with respect to any easements over such Exempt Property reserved in the Declaration by or for the Declarant, the Association, the City or any other Person, and except for provisions of the Declaration requiring Approved Plans for Dwellings and associated improvements.

Exempt Property that loses its status as Exempt Property (e g , property within a publicly dedicated street right of-way that has been closed as a public street, property formerly owned by/dedicated to the City which has been conveyed to a Person whose status does not qualify for the exemption) shall be reclassified to another type of property under this Declaration, as appropriate, and shall be subject to all of the terms and provisions of the Declaration in the same manner and to the same extent as other portions of the Property having the same classification. All issues with respect to reclassification of Exempt Property shall be resolved by the Declarant, during the Development Period, and thereafter by the Board.

(x) "Fiscal Year" shall mean the calendar year until such time as the Board, by appropriate resolution, establishes a different Fiscal Year for the Association.

(y) "First Mortgage" shall mean a deed or other document by means of which title to any Lot is conveyed or encumbered to secure a debt of first priority.

(z) "Governing Documents" shall mean and include all of the following: this Declaration; the Articles and Bylaws of the Association; architectural guidelines and bulletins and rules and regulations of the Association; resolutions adopted by the Board; conditions of approval for development of any part or all of the property required by any Governmental Entity; Annexation Declarations; Supplemental Declarations; other declarations of restrictive or protective covenants applicable to the Property; all as the same may be amended, restated or supplemented from time to time. Any approvals granted by the Declarant under the Governing Documents shall be binding upon all successors to Declarant's approval authority.

(aa) "Governmental Authority" or "Governmental Entity" shall mean and include any and all of the following that are applicable to the particular matter or matters addressed in the Governing Documents: the Town of Beaufort, North Carolina; the County of Carteret, North Carolina; the State of North Carolina; the United States of America; and all other governmental entities and quasi-governmental entities that have jurisdiction over the Property or any part thereof, including all applicable departments and agencies of any of them.

(bb) "Improved Lot" shall mean a Lot (i) upon which there is located a Dwelling for which a certificate of occupancy has been issued by the applicable governmental authority, and (ii) which is owned by Person who is not the Declarant or a Builder.

(cc) "Improvement" shall mean any improvement of or on any Lot or other applicable portion of the Property, including any or all of the following: Dwellings and other buildings and structures (specifically including exterior materials, colors, size, location and architectural style); decks; patios; car port; porches; driveways; playhouse; motor vehicle and other parking areas; exterior storage areas; exterior recreational areas, equipment and facilities; mail kiosks; exterior antennae, dishes and other apparatus to receive or transmit radio, television, or microwave or other signals; fences; exterior walls; hedges; other landscaping (including planted areas, grassed areas, natural areas and the plant and other materials therein); poles; flags; exterior decorative features and items; ponds; lakes; staking, clearing, grading, filling, change in grade or slope, and other site preparation; swimming pools; coverings for windows and other glass portions of a Dwelling or other building or structure (for example, curtains, blinds, and shutters), which coverings are visible from anywhere off of the Lot or other applicable portion of the Property; exterior lights and signs; lights and signs visible inside a Dwelling or other building or structure from anywhere off of the Lot or other applicable portion of the Property; and all other items used or maintained on a Lot or other applicable portion of the Property outside of a Dwelling or building or other structure located thereon or on the exterior surfaces of a Dwelling or other building or structure on the Lot or other applicable portion of the Property. The definition of improvements stated for the purposes of this definition includes both initial improvements and all subsequent alterations, changes and additions to

same. The term "initial improvements" is defined as all of the improvements constructed or placed or located on a Lot or other applicable portion of the Property, or approved for construction, placement, or location on a Lot or other applicable portion of the Property, in accordance with either Approved Plans or Architectural Guidelines existing at the time of issuance of a certificate of occupancy for the Dwelling on such Lot or other applicable portion of the Property. The examples of improvements stated for the purposes of this definition are not inclusive of all types of improvements and do not imply that all improvements listed as examples will be allowed in the Properties, and all improvements are subject to the architectural approval provisions of the Declaration. For the purposes of this definition, the word "exterior" means located on a Lot or other applicable portion of the Property outside of the Dwelling or other building or structure thereon, as well as attached to the outside of (such as on a wall or roof) a Dwelling, building, or other structure on a Lot or other applicable portion of the Property.

(dd) "Legal Requirement" shall mean and include any duly adopted and applicable law, ordinance, regulation or requirement, including the Act, the Nonprofit Corporation Act, and the Code, of any Governmental Entity or quasi-governmental entity or agency having jurisdiction over the Properties or any portion thereof, including any branch, department, division, section, branch, agency, or other subdivision of any of the foregoing Governmental Authorities or quasi-governmental authorities or agencies. Legal Requirements apply to the exercise of all rights or the taking of all actions under this Declaration by Declarant, the Association, or any other Person, whether or not this Declaration states that a specific right or action is subject to Legal Requirements or must be exercised or taken in accordance with Legal Requirements.

(ee) "Limited Common Area" shall mean, singularly or collectively, as applicable, all real and personal property, including easements, private streets and private alleys, which the Association owns, leases, or otherwise holds possessory or use rights in for the exclusive or primary and common use and enjoyment of one or more, but less than all, of the Lots in the Property, and which are designated as such by the Declarant herein, or by Declarant during the Development Period (even if originally designated as Common Area), or by the Association at any time during the Development Period, and/or including portions of the Property shown as Limited Common Area on any Plats of the Property.

(ff) "Lot" (or "Unit") shall mean each portion of the Property shown on any of the Plats which may be independently owned and conveyed, and which is intended for development, use, and occupancy, or actually is used or occupied, as an attached or detached residence for a single family. In the case of a Townhome Building containing multiple Townhome Dwellings, each individual Townhome Dwelling shall be deemed to be on a separate Lot.

(gg) "Maintain", "maintenance", "maintaining", or any similar term used herein shall mean and include any one or more of the following, as the context requires or allows: acquisition, purchase, construction, re-construction, installation, maintenance, inspection, examination, upkeep, cleaning, renewal, alteration, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation.

(hh) "Member" shall mean a Person subject to membership in the Association pursuant to Article V hereof.

(ii) "Mortgagee" shall mean the beneficiary or payee under any mortgage or deed of trust, and the term mortgage and deed of trust are deemed to refer to both mortgages and deeds of trust.

(jj) "Owner" shall mean any Person who is a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Lot; provided, however, that any Person who holds such interest merely as security for the performance of an obligation or as a tenant shall not be an Owner.

(kk) "Patio Area" shall mean the poured concrete (or other material approved by Declarant) area extending from the rear of a home as part of the original construction of an Improved Lot.

(ll) "Person" shall mean a natural person, corporation, trust, limited liability company, partnership or any other legal entity.

(mm) "Plans" shall mean the complete plans and specifications for a proposed improvement showing (where applicable) the size, shape, dimensions, materials, exterior finishes and colors, location on the applicable portion of the Property, driveway, parking areas, provisions for handling stormwater, landscaping, floor plans and elevations, and other items, all as specified from time to time in any applicable Architectural Guidelines or required by the Reviewer. "Approved Plans" shall mean Plans that have been approved by the Reviewer.

(nn) "Plats" shall mean all plats for any portion of the Property recorded in the Registry, including any amendments to such Plats recorded in the Registry.

(oo) "Porch" shall mean the front porch that is constructed as part of the original construction of any Improved Lot.

(pp) "Property" or "Properties" shall mean all real property subject to this Declaration, including any Additional Property, as applicable. The Property initially subject to this Declaration is described on Exhibit A-1.

(qq) "Recreational Amenities" or "Recreational Amenity" shall mean, singularly or collectively, as applicable, all Common Areas, equipment and facilities, which Declarant owns (prior to turnover to the Association) or which is leased or possessed or owned by the Association, for the use and benefit of the Members for recreational purposes, whether active or passive recreation, or, if part of Limited Common Area, then solely for the use and benefit of the Members (and their guests, tenants and invitees) benefited by the Limited Common Area. Recreational Amenities may also include any or all of the following: swimming pools, clubhouses, mail kiosks, kayak pavilions, kayak lake bulkheads, and/or such other facilities and appurtenances incidental to use of the Recreational Amenities; provided that the provision store (which may be located within the Property but is not operated by the Association and is for the use of the Community and public at large) shall not be a Recreational Amenity or Common Area unless otherwise determined by Declarant in its sole discretion.

(rr) "Registry" shall mean the office of the Register of Deeds (or any successor office under applicable law) for the North Carolina County or Counties in which deeds, plats, easements, mortgages and deeds of trust for the Property are recorded. All references herein to recording or to any requirement to record a document or plat refer to recording in the Registry of the County or Counties in which the applicable portion of the Property is situated.

(ss) "Reviewer" shall mean the Declarant, Board, Architectural Control Committee, or other Person who has the authority to review and approve Plans under the architectural control provisions of this Declaration.

(tt) "Rules and Regulations" is defined as rules, regulations, requirements, prohibitions, and/or conditions with respect to any one or more of the following that are adopted by the Declarant or

the Association and are in effect from time: (i) use of the Property or any part thereof, including the Common Elements, or (ii) the conduct of Persons while in or on the Property or any part thereof, including the Common Area, or (iii) implementation and enforcement of the Governing Documents, or (iv) any other matters that the Declarant or Board, as applicable, determines to adopt as part of the Association's Rules and Regulations.

The Board may adopt, amend, modify, and enforce Rules and Regulations for the use and operation of the Common Area (including the Limited Common Area) and/or for the implementation and enforcement of the Governing Documents without having to comply with the procedures specified herein for adoption, amending, modifying, and enforcing other Rules and Regulations. Such Rules and Regulations with respect to use and operation of the Common Area and/or implementation and enforcement of the Governing Documents also may be referred to herein as "Board Policies".

(uu) "Special Declarant Rights" or "Declarant Rights" is defined as all rights granted to, or reserved by, or established for the benefit of, Declarant, in the Act or in this Declaration or in other Governing Documents, whether or not such rights are referred to as Special Declarant Rights or Declarant Rights in the Act, this Declaration, or other Governing Documents. Declarant may assign Special Declarant Rights, in whole or in part, temporarily or permanently, subject to such terms and conditions as Declarant specifies in the assignment document. Unless this Declaration or other Governing Documents specify that Special Declarant Rights may be exercised by any Person other than the Declarant or that they become rights exercisable in whole or in part by the Association at any time, or as otherwise provided in Legal Requirements, any assignment of Special Declarant Rights must be in writing and recorded in the Registry, executed by the assignee, and the assignment becomes effective only upon the recording of the document in the Registry or any later date specified therein. Special Declarant Rights shall be construed broadly so as to allow Declarant the greatest flexibility in development and sale of the Properties.

(vv) "State" shall mean the State of North Carolina.

(ww) "Stoop" shall mean the front stoop, if any, that is constructed as part of the original construction of each Improved Lot.

(xx) "Stormwater Agreement" is defined as any agreement recorded in the Registry among the Declarant, the Association, and a Governmental Entity, or between the Declarant and a Governmental Entity, or between the Association and a Governmental Entity, relating to Stormwater Control Measures for the Property or any part thereof, and includes all amendments and supplements to such agreements.

(yy) "Stormwater Control Measures" or "Stormwater Control Facilities", such terms being used interchangeably herein and in the Stormwater Agreement, is defined as one or more of the following devices and measures, together with associated private stormwater drainage easements (however identified on a plat or in a document) that serves any part or all of the Property: conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wetponds, dry detention basins, wetlands, permanently protected undisturbed open space areas, bioretention areas, retention or detention ponds, and other devices, facilities, appurtenances and measures, necessary to collect, convey, store, and control stormwater runoff and pollutants for more than one (1) Lot in the Property, and which are located outside public street rights-of-way and public drainage easements. Private stormwater drainage easements that serve more than one (1) Lot in the Properties, however identified on a Plat or in a document recorded in the Registry, are deemed to be dedicated to the Association for the benefit of the Property or applicable portion thereof. All Stormwater Control Measures owned by or dedicated to the Association are Common Area or Limited Common Area, as applicable.

(zz) "Subdivision Plan" shall mean the most current land use or development plan or plans approved by the City for the Property (it being recognized that there may be two or more development plans approved by the City that together constitute the Subdivision Plan under this definition), whether the approval is preliminary or final, and regardless of any name other than Subdivision Plan under which it approved by the City (for example, site plan, cluster unit development plan, or master plan for a planned unit development), all as the same may be revised at any time or from time to time; it being express that the Property need not be developed in accordance with any one version of the Subdivision Plan. Declarant reserves the right, in its sole discretion but subject to Legal Requirements, to modify any Subdivision Plan in whole or in part, including the addition or deletion of property and including the reconfiguration of Lots and Common Area. The fact that property is included on the Subdivision Plan does not obligate Declarant to subject it to the Declaration, nor shall Declarant be prohibited from subjecting to the Declaration any Additional Property that is not included on any Subdivision Plan.

(aaa) "Supplemental Declaration" shall mean an instrument recorded in the Registry which designates and/or imposes restrictions and/or obligations on the land described in such instrument in addition to or different from (when this Declaration allows) those imposed by this Declaration. An "Annexation Declaration" also may be a Supplemental Declaration and a Supplemental Declaration also may be an Annexation Declaration.

(bbb) "Townhome" or "Townhome Dwelling" means an individual Dwelling that is attached by Party Walls to one or more other Dwellings.

(ccc) "Townhome Building" means an Improvement consisting of two or more Townhomes notwithstanding that each Townhome therein is located on a separate Lot.

(ddd) "Townhome Services" means those goods, services, items or benefits provided by the Association for the benefit of the Townhomes and Owners thereof pursuant to this Declaration and any Supplemental Declaration.

ARTICLE II
PROPERTY SUBMITTED TO THIS DECLARATION; ANNEXATION; WITHDRAWAL

Section 1. Property Hereby Subjected to this Declaration. The Declarant, for itself and its respective successors and assigns, hereby submits the real property described on Exhibit A-1 to this Declaration, and such real property constitutes the "Property" initially subjected to this Declaration. The Property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration, including, but not limited to, the lien provisions set forth herein. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots shall be a permanent charge thereon, and shall run with the Lots.

Section 2. Annexation of Additional Property. The Declarant may, at any time and from time to time during the Development Period, in its sole discretion annex all or part of the Additional Property to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration by executing and recording in the Registry an Annexation Declaration describing the portion of the Additional Property being annexed. Declarant further has the right to convey to the Association additional Common Areas contained within such Additional Property, the maintenance of which may increase the Annual Assessment as provided elsewhere herein and may increase the amount of Annual Assessment which shall be levied against each Lot.

From and after such recording, the annexed Additional Property shall be part of the Property and shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration, including, without limitation, all lien and assessment provisions set forth in this Declaration, and all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration shall be a permanent charge on, and shall run with, such Additional Property.

No approval, consent or joinder from any Member of the Association, or from any other party whatsoever, shall be required for the Declarant to subject Additional Property to this Declaration.

Section 3. Withdrawal of Property. The Declarant may, in its sole discretion at any time and from time to time during the Development Period withdraw any portion of the Property from the coverage of this Declaration, regardless of the fact that such actions may affect the relative voting strength of any Member or class of membership in the Association or increase or reduce the number of Owners subject to assessment under this Declaration, by recording a Supplemental Declaration describing the portion of the Property being withdrawn; provided, however, if the property is part of the Common Areas and is owned or leased by the Association, the written consent of the Association shall be required to effect such withdrawal. From and after such recording, the withdrawn portion of the Property no longer shall be part of the Property and may be held, transferred, sold, conveyed, used, given, leased, occupied, mortgaged or otherwise encumbered free and clear of any and all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration, including, without limitation, all lien and assessment provisions set forth in this Declaration.

Section 4. Order of Development and Annexation. Declarant contemplates that it may develop any portion of the Property it owns in accordance with a Development Plan, as modified from time to time; provided, however, but subject to Legal Requirements that provide otherwise, no Development Plan shall obligate the Declarant to develop any particular portion of the Property now or in the future, whether for the purposes shown thereon or for any other purpose, the Declarant shall not be required to follow any particular sequence or order of development of the Property, and the Declarant may annex or consent to annex Additional Property to the Declaration, and/or withdraw portions of the Property from the Declaration, before completing development of all of the Property previously subjected to the Declaration.

Section 5. All Lots Bear the Burdens and Enjoy the Benefits of this Declaration. Every Owner, by taking record title to a Lot, agrees to accept title to such Lot, and to be bound by, all of the terms and provisions of this Declaration. Each Lot is subject to all burdens, and enjoys all benefits, made applicable hereunder.

ARTICLE III
ASSOCIATION PROPERTY

Section 1. Common Areas. The Declarant shall have the right to transfer and convey to the Association any portion of the Property, and the Association shall accept all such transfers and conveyances from the Declarant. All portions of the Property which the Declarant shall so transfer or convey to the Association shall thereafter constitute Common Areas or Limited Common Areas, as the case may be. Said right may be exercised by the Declarant any time, and from time to time, prior to the end of the Development Period.

Common Areas shall be conveyed to the Association by special warranty deed free of debt encumbrance, and subject to this Declaration and all applicable rights of way and easements, including the rights and easements set forth in this Article and shown on Plats, irrespective of whether the deed of conveyance shall make a specific reference to such rights and easements. Upon Declarant's written request

at any time during the Development Period, the Association shall reconvey to Declarant any unimproved portions of the Common Area which Declarant originally conveyed to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines or as part of the Development Plan.

Section 2. Member's Rights in Common Area. Except in the case of Common Areas designated as Limited Common Areas, each Owner shall have a non-exclusive right and easement of enjoyment and use in and to the Common Areas and such right and easement shall be appurtenant to, and shall pass with, the title to the Lot owned by such Owner. Where Common Areas are designated as Limited Common Areas, except as otherwise provided herein, the Owners of Lots benefited by said Limited Common Areas shall have the exclusive right and easement of enjoyment and use in and to said Limited Common Areas. The right and easement of enjoyment and use of the Common Areas and Limited Common Areas are and shall be subject to the easements which are described in this Article and to the following:

(a) The Governing Documents and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The Board's right to:

(i) adopt rules regulating use and enjoyment of the Common Area, including Recreational Amenities, and including rules limiting the number of guests who may use the Common Area;

(ii) suspend an Owner's right to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent; and (ii) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents after notice and a hearing as required by the Governing Documents or the Act. Provided, however, and notwithstanding anything to the contrary appearing in any Governing Documents, (i) if ingress and egress from a public street to and from any Lot is over any part of the Common Area as shown on any Plat or described in any instrument recorded in the Registry, or (ii) Stormwater Control Facilities, stormwater drainage, sanitary sewer, water or other utility services are provided to a Lot over or through an easement located on the Common Area as shown on any Plat or described in any instrument recorded in the Registry, any conveyance or encumbrance of the affected portion of the Common Area shall be subject to those easements for ingress and egress and/or utilities, and no suspension of the rights of the Owner of said Lot in and to the use and enjoyment of the Common Area as allowed herein shall include suspension of any such rights of such Owner to ingress and egress or utilities;

(iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in the Governing Documents and/or the Act;

(iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any Recreational Amenity situated upon the Common Area;

(v) permit use of any Recreational Amenity by persons other than Owners, their families, lessees, and guests upon payment of use fees established by the Board and designate other areas and facilities within the Common Area as open for the use and enjoyment of the public; and

(vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to such approval requirements as may be set forth in the Governing Documents and/or the Act.

(d) The rights of certain Owners to the exclusive or primary use of those portions of the Common Area designated "Limited Common Areas" as described herein.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

The Board of Directors may permit other persons who are not residents of any Lots to use the Common Areas upon such terms and conditions, and for the payment of such fees, as shall be determined by the Board of Directors.

Section 3. No Partition. The Common Areas shall remain undivided, and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the Property and without the written consent of all holders of all mortgages encumbering any portion of the Property.

Section 4. Condemnation. For the purposes of this Section, “condemnation” or “taking” or “taken” means an acquisition of all or any part of the affected portion of the Properties or of any interest therein or right accruing thereto as a result of, in lieu of, or in anticipation of, the exercise of the right of condemnation or eminent domain, or any other action by a Governmental Authority or other Person having the power of eminent domain that affects the value of the applicable portion of the Properties or any part thereof so severely as to amount to a taking. In the event that any part of the Common Areas shall be taken by any authority having the power of condemnation or eminent domain or conveyed in lieu of, and under threat of, condemnation by the Board acting on the written direction of at least 67% of the Class A votes and, during the Development Period, the written consent of Declarant, the Association shall restore or replace the improvements on the remaining land included in the Common Areas to the extent available unless, within sixty (60) days after such taking at least 67% of the Class A votes and Declarant (if during the Development Period) otherwise agree. The provisions of subsection 6 of this Article III below regarding funds for the repair of damage or destruction shall apply. If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds may be used by the Association for such purposes as the Board shall determine.

Section 5. Insurance on Common Areas. The Association shall maintain and keep in good repair the Common Areas. Additionally, the Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U S Department of Housing and Urban Development, as applicable to the Common Areas. The Board shall obtain casualty insurance for all insurable improvements located on the Common Areas, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of any insurable improvement in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy with a combined single Limit of at least One Million and No/100 Dollars ($1,000,000.00) applicable to the Common Areas covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by

the Board of Directors. In addition, the Board of Directors shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on all persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall at least equal three months' total assessments plus reserves on hand. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. An insurer that has issued an insurance policy under this Section 5 shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, Mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Section 5 may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

Section 6. Damage or Destruction. In the event that any improvements located on any Common Areas shall be damaged or destroyed on account of the occurrence of any casualty, the Board shall proceed with the filing and settlement of all claims arising under any policy of insurance maintained by the Association with respect to such improvements and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

Any such damage or destruction shall be repaired or reconstructed unless it shall be decided, within ninety (90) days after the occurrence of casualty, by at least 67% of the Class A votes, and by Declarant during the Development Period, not to so repair or reconstruct such damage. In the event that it shall be so decided not to repair or reconstruct some damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot. If the insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Class A Members, levy Special Assessments to cover the shortfall.

Section 7. Actions Requiring Owner Approval. If the U.S. Department of Housing and Urban Development is insuring the Mortgage on any Lot or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, then any conveyance or mortgaging of the Common Areas by the Association shall require the consent of at least 67% of the Class A votes held by Members other than the Declarant and, during the Development Period, the consent of Declarant. Notwithstanding anything to the contrary in this section, however, the Association, acting through the Board, may grant easements over the Common Areas for installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Area, without the approval of the membership.

Section 8. Limited Common Area.

(a) Any Limited Common Area shall be designated as such in the deed conveying such area to the Association, or on the Plat relating to such Limited Common Area, or by the recording by Declarant of another document containing the designation; provided, however, any such designation shall not preclude Declarant, at any time during the Development Period from assigning or reassigning use of the same Limited Common Area to additional Lots, but only with the written consent of any Builder who owns any Lot or has the right to purchase any Lot from Declarant that is affected by the proposed assigning or reassigning of Limited Common Area by Declarant.

Following the end of the Development Period, and only with the written consent of any Builder if any Builder still owns or has the right to purchase any Lot from Declarant that is affected by the proposed reassigning of Limited Common Area, portions of the Common Area may be designated as Limited

Common Area and Limited Common Area may be reassigned upon approval of the Board and the vote of Voting Members representing a majority of the total Class "A" votes in the Association.

(b) Upon approval of a majority of Owners of Lots to which any Limited Common Area is assigned, including the written approval of any Builder who owns any Lot or has the right to purchase any Lot from Declarant affected by the proposed uses described herein, the Association may permit Owners of Lots in other portions of the Property, and/or may permit other Persons who are not Owners, to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Common Expenses attributable to such Limited Common Area.

Section 9. Stormwater Management. Except for maintenance responsibilities (i) placed on Owners by the Declaration and/or Legal Requirements, or (ii) assumed or undertaken by other Persons (for example, the City), the Association shall maintain the Stormwater Control Measures as part of the Common Expenses. As used in the immediately preceding sentence, the word "maintain" includes provision for maintenance of, which may include financial contributions toward maintenance of Stormwater Control Measures located on and/or shared with other properties not subject to the Declaration. Provided, however, such maintenance obligations shall cease and terminate, or be reduced proportionally, temporarily or permanently as applicable, at such time as the City or State, through a department of public works or some other agency or division, accepts responsibility to maintain, in whole or in part, the Stormwater Control Measures for the Properties, or some other Person is providing the necessary maintenance therefor (for example, pursuant to an agreement which requires monetary payments by the Association to the Person who is performing the maintenance). Following any such assumption of maintenance by the City, State or other Person, the Association may, without obligation, continue to provide maintenance to the extent that the City, State or other Person fails to provide adequate maintenance, in the opinion of the Board, and shall continue to provide maintenance for those portions of the Stormwater Control Measures with respect to which the City, State or such other Person has not assumed maintenance responsibility, or following termination of the City's, State's or such Person's maintenance responsibility. The Owner of any Lot on, over or through which any Stormwater Control Measures or portion thereof is located shall be responsible for the following with respect thereto: (i) mowing of grass with reasonable frequency, where applicable, unless the Association assumes such responsibility; and (ii) removal of debris and other materials to the best of the Owner's ability, where such debris or materials has impeded or threatens to impede the free flow of stormwater on, over or through the Stormwater Control Measures located on the Lot Such Owner's responsibility shall include notification of the Association of any defects in any fencing surrounding or within any such Stormwater Control Measures, any debris or other matter which the Owner reasonably believes is beyond the Owner's ability to remove, and any excessive erosion within any such Stormwater Control Measures. The Owner of a Lot on which a Stormwater Control Measure is located shall not obstruct it or interfere with its normal and intended operation. Notwithstanding anything to the contrary herein, each Owner of a Lot, and not the Association, shall be responsible for maintenance of all stormwater drainage easements and stormwater management facilities located on and used exclusively in connection with such Owner's Lot or the improvements thereon, including guttering, and pipes and drains for transportation of stormwater from such Lot into any other Stormwater Control Measures. All issues as to whether a stormwater drainage easement or stormwater management facility is part of the Stormwater Control Measures for which the Association is responsible or whether it is the responsibility of an Owner shall be determined by the Declarant during the Development Period (unless Declarant assigns such right to the Board), and thereafter by the Board.

Declarant, during the Development Period, and thereafter, the Association, subject to any approval required by the City or State may grant, relocate, abandon and/or release one or more stormwater drainage easements in the Properties, subject to the following: (i) the grant of any such stormwater drainage easement also must be consented to in writing by the Owners of all portions of the Properties on which

such stormwater drainage easement is located, unless the stormwater drainage easement is shown on a previously recorded plat of such portions of the Properties, in which event the consent of the Owners is not required and the Declarant or the Association, as applicable, may grant the stormwater drainage easement by written instrument, and the required Owner consent shall not be unreasonably withheld, delayed or conditioned; (ii) no such relocation, abandonment or release shall materially adversely affect the portions of the Properties on which the stormwater drainage easement then is located or the portions of the Properties served thereby, or if it does have such material adverse effect it is consented to in writing by the Owners of all portion of the Properties on which such stormwater drainage easement is located and which are served thereby, and the required Owner consent shall not be unreasonably withheld, delayed or conditioned; and (iii) no such grant, relocation, abandonment or release shall materially adversely affect the Stormwater Control Measures for the Properties. The provisions of this paragraph also are applicable to any access easement over any portion of the Properties that provides pedestrian or vehicular access from a public sheet right of way or other public easement or facility to and from any Stormwater Control Measures.

With respect to its obligations under this Section, the Association shall pay, post, provide for or comply with all bonds and other financial obligations under Legal Requirements, Stormwater Agreements, and/or other agreements related to Stormwater Control Measures that are executed by the Association (or, during the Development Period, by the Declarant on behalf of the Association or for later assignment to the Association), and the Association (and, during the Development Period, the Declarant on behalf of the Association) may enter into Stormwater Agreements and/or other agreements and amend, add to, or supplement existing Stormwater Agreements and other agreements (and when Stormwater Agreements or other agreements are referred to in this Section, the reference includes amendments, additions, and supplements thereto), with the City, State another association that exists for purposes similar to those of the Association, or any other Person with respect to inspecting, monitoring, measuring, testing, collecting, controlling, transporting, conveying, handling, storing, discharging, operating and managing any part or all of the stormwater on, to, or from the Properties and/or any or all of the Stormwater Control Measures for the Properties, whether such Stormwater Control Measures are located within or outside of the Properties. Such Stormwater Agreements and other agreements shall be binding on all Owners (or, with respect to Limited Common Property, all Owners to whose portion of the Properties such Limited Common Property is assigned), and may require payments from the Association or the Owners whose Lots are served by the applicable Stormwater Control Measures for the services provided by the City, State or such other Person in inspecting, monitoring, measuring, testing, collecting, controlling, transporting, conveying, handling, storing, discharging, operating or managing any part or all of such stormwater and/or Stormwater Control Measures, and such Stormwater Agreements and other agreements may include all other terms and obligations required by Legal Requirements. In connection with the foregoing purposes expressed in this paragraph, the Association (and, during the Development Period, the Declarant on behalf of the Association) may grant rights over, in, under, upon and through any and all stormwater drainage easements in the Properties, and may grant rights over, in, under, upon and through all easements in the Properties that provide pedestrian and/or vehicular access from a publicly dedicated street right of way to and from stormwater drainage easements and/or Stormwater Control Measures. Provided, however, during the Development Period no such Stormwater Agreement or other agreement shall be valid unless the same shall have been consented to in writing by the Declarant.

In recognition of the fact that different Stormwater Control Measures may be necessary or desirable for different portions of the Properties (for example, because of the topography of the different phases of the Properties, as different portions of the Properties are developed it may be desirable for a portion of the Properties to have Stormwater Control Measures separate from and/or in addition to other Stormwater Control Measures in or serving other portions of the Properties and it may be desirable for other portions of the Properties to utilize Stormwater Control Measures located outside of the Properties), and in further recognition of the desire of the Declarant for the provisions of the Declaration to be as

flexible as reasonably necessary in order to maximize the benefit to the Properties of having or using one or more Stormwater Control Measures in accordance with sound engineering practices and approvals by the City or State, in fulfilling its obligations under the Declaration the Association (or, during the Development Period, the Declarant on behalf of the Association or for later assignment to the Association) may enter into different Stormwater Agreements and other agreements for different portions of the Properties, and/or may amend, add to, or supplement existing Stormwater Agreements, subject to all of the other terms of the Declaration. It further is recognized and contemplated by the Declaration that if such multiple Stormwater Control Measures and/or Stormwater Agreements or other agreements are determined to be necessary or desirable: (i) the costs of maintaining such Stormwater Control Measures and/or funding such Stormwater Agreements or other agreements may be different for different portions of the Properties and annual assessments and/or stormwater assessments (as defined herein) may be different for Lots in different portions of the Properties (for example, there may be different portions of the Subdivision that have different Stormwater Control Measures or different portions of the Subdivision that share some of the same Stormwater Control Measures but also have one or more separate Stormwater Control Measures); and (ii) some Stormwater Control Measures may be classified as Limited Common Property (and during the Development Period Declarant has the right to designate Stormwater Control Measures as Limited Common Property, including existing and new Stormwater Control Measures in the Properties as well as existing and new Stormwater Control Measures associated with Additional Property).

Declarant hereby informs all Owners and other Persons who may from time to time deal with or come in contact with the Properties, that as stormwater drains from the Properties or other properties into any of the Stormwater Control Measures for the Properties, it is possible that substances or materials that may be classified or regulated as "hazardous substances" or "toxic substances" or other regulated substances or materials under Legal Requirements relating to the environment, may flow through and/or accumulate in such Stormwater Control Measures. Accordingly, each Owner and other Person assumes the risk that such flowing through and/or accumulation may occur. In addition, each Owner further acknowledges that if it becomes necessary (as determined by Legal Requirements or by the Board) for such substances to be removed from the Stormwater Control Measures or otherwise handled in accordance with Legal Requirements, and for such Stormwater Control Measures to be cleaned-up following such removal or other handling, that the costs associated with such removal, handling and/or clean-up are Common Expenses, and that an additional assessment may be required to pay for such removal and/or resultant clean-up of the Stormwater Control Measures.

Declarant may assign to the Association, and the Association shall accept front Declarant the assignment of, all obligations of the Declarant under: Stormwater Agreements and other agreements entered into by the Declarant with respect to Stormwater Control Measures for the Subdivision, provided the Declarant has performed, or made adequate provision for the performance of all obligations, if any, specifically required of the Declarant under the Stormwater Agreement or other agreement being assigned to the Association. The provisions of this Section shall be construed liberally in order to allow the Declarant and the Association, on behalf of the Subdivision and all Owners, the necessary flexibility to comply with all Legal Requirements with respect to stormwater, including the execution of Stormwater Agreements or other agreements with the City, State or other Persons and the granting of easements to the City, State or other Persons.

Section 10. Impervious Surface and Built Upon Area. The Reviewer shall (i) review, approve or disapprove all development plans, and (ii) in its sole discretion review, approve or disapprove all new construction on any Lot and any additions to existing Improvements on any Lot, for the purpose of maintaining compliance with the permitted limits, including any impervious surface requirements, for any built upon area (the "BUA Limits") within the Community as may be required by any applicable Governmental Authority. Any Plans must include and show any and all proposed built upon areas. The ACC shall keep records of all Approved Plans and shall make such records available to the North Carolina

Department of Environmental Quality upon written request, all in accordance with the Governing Documents. Approval of any Plans shall not relieve the Owner, Builder or applicant from any obligation and responsibility to comply with all Legal Requirements with respect to any BUA Limits. The Association shall have the right but not the obligation to use permeable pavement or permeable concrete for driveways, parking pads, alleys and parking lots in the Common Areas within the Community to comply with any BUA Limits required by the applicable Governmental Authority for development of the Community.

ARTICLE IV
EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Easements and Agreements Regarding Association Property. All Common Areas, including Limited Common Areas, shall be subject to, and Declarant and the Association do hereby reserve or grant, as applicable, the following easements:

(a) Use of Common Areas. An easement in favor of Declarant and any Builder for the exclusive use of such portions of the Common Areas, including, but not limited to any recreational facilities on the Common Area, as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the marketing or sale of, any Lots, including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such easements shall be exercisable by any and all Persons whom the Declarant or any Builder shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers, and their subcontractors, of residences upon the Lots, irrespective of whether such persons are affiliated with the Declarant or any Builder. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate two (2) years after the later of the end of the Development Period or the date that all of the Lots are Improved Lots. Such easements shall and do exist without affecting the obligation of the Owner of any Lot to pay assessments or charges coming due during such period of time as portions of the Common Areas shall be used by authorized persons pursuant to the exercise of the easements herein stated.

(b) Declarant Activities. Notwithstanding any provision contained in this Declaration, the Bylaws or the Articles of Incorporation to the contrary, or any amendments thereto, until the expiration of the Development Period, Declarant expressly reserves for itself, and any Builder, and any Person authorized by Declarant or any Builder, in the sole discretion of the Declarant or Builder (as applicable) and without payment of any fee or charge or compensation to any Person for doing so, the right to do any and all of the following, which right also includes the right of vehicular and pedestrian access, ingress, egress and regress over any portion of the Property reasonably necessary for the exercise of the right to: (i) tie into any portion of the Property with driveways, parking, areas, and walkways; (ii) tie into and/or maintain any device which provides utility or similar service including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under, or over the Property; (iii) carry on sales, marketing, and promotional activities on the Property; (iv) construct and operate business offices, signs, construction trailers, and model residences; and (v) maintain and carry on, upon such portion of the Property as Declarant or any Builder (as applicable) may deem necessary, such facilities and activities as may reasonably be desired by the Declarant, Builder, and such authorized Persons. The rights of Declarant, Builder, and any Person approved by Declarant under this subsection shall further specifically include, without limitation, the right to keep entrances to the Property unlocked and open during the sales office hours.

Section 2. Easements Over All Lots. The Lots shall be subject to, and the Declarant does hereby grant, the following non-exclusive perpetual and temporary easements for the enjoyment of Declarant, the

Association, any Builders, and any subcontractors authorized by Declarant or Builder, the Members, the Owners, and the successors-in-title of each:

(a) Easements Shown on Plats. Each portion of the Property shall be subject to all easements, borders, setbacks, buffers and other matters which are shown and depicted on the Plats as affecting and burdening such portion of the Property.

(b) Entrance Monuments. Any Lot on which an entrance monument, sign, or other improvement (including landscaping, walls, fences) related to such entrance monument or sign is located, or on which there is an easement reserved for any such entrance monument, sign, or other improvement, shall be subject to a perpetual easement in favor of the Association (and during the Development Period the Declarant) for maintenance of such entrance monument or sign and related improvements which are or will be located on said Lot. The Owners of these Lots shall not remove, camouflage, damage or otherwise alter in any way said entrance monuments or sign and related improvements. These same Lots shall also be subject to a temporary easement for real estate sales signs which shall be exercisable by any and all persons who the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and Builders of residences upon the Lots, irrespective of whether such persons are affiliated with the Declarant. Such temporary easement shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate thirty (30) days after all Lots in the Community are Improved Lots.

(c) Entry. Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under such circumstances and for such purposes as are described elsewhere in this Declaration.

(d) Encroachments. Reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, are hereby established between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three feet, as measured horn any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the pad of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

(e) Maintenance. Each Lot shall be subject to a perpetual easement in favor of the Association and its contractors for the maintenance of the Lots as provided for in the Article entitled "General Maintenance" herein.

(f) Private Streets. All Lots shall be subject to a perpetual easement in favor of the Association and all other Lot Owners for maintenance, management, repair, landscaping, and non-exclusive use and enjoyment of the private streets, lanes, drives and alleyways which are located on the Property, as shown on the Plats, whether said streets and drives are located in the Common Areas or are located on Lots. This easement right includes the right of contractors engaged by the Association to enter upon the Lots from time to time as necessary in order to perform such repair and maintenance work. The Owners of the Lots shall not impair access to, or otherwise alter in any way, said street and drives. The Association shall also have the right, but not the obligation, to cut, remove and plant trees, shrubbery and flowers along said streets, drives and alleyways.

(g) Slope Control. Each Lot shall be subject to an easement in favor of the Declarant, the Association, Builders, and subcontractors, as well as any Governmental Entity for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow.

(h) Surface Water Drainage. Each Lot shall be subject to a perpetual easement in favor of the Association and all other Lots for the drainage of surface waters over and across such Lot.

(i) Utilities. Each Lot shall be subject to a perpetual easement in favor of the Declarant, the Association, Builders, and subcontractors, as well as any Governmental Entity or public utility company who installs, provides, or maintains such services, for the erection, installation, construction and maintenance of wires, lines, conduits, attachments, and other facilities and equipment, both above and below ground, in connection with the transmission of electricity, gas, water, telephone, community antennae or satellite dish, television cables, systems for sending and receiving data and/or other electronic signals, security and similar systems, and other utilities. The easement rights to which the Lots shall be subject shall include the right of employees, agents or contractors engaged by the Declarant, or any Builder, the Association, the City, or the applicable utility company, to enter upon said Lots from time to time as necessary in order to perform repair and maintenance work and to read utility meters. The Association shall be responsible for the maintenance and management of the private water and sewer facilities, if any, located on or under the Common Areas.

Section 3. Specific Easements. Declarant reserves for itself, during the Development Period, the non-exclusive right and power to grant and record such specific easements as may be necessary, in Declarants sole discretion, in connection with the orderly development of any portion of the Property. The Association (with respect to Common Area) or the Owner of any Lot to be burdened by any easement granted pursuant to this subsection shall be given written notice in advance of the grant and if any such easement burdens any portion of the Property owned by a Builder, then such Builder's written consent shall be required to grant such easement. The location of the easement shall be subject to the written approval of the Association or other Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

Section 4. Minimal Interference. All work associated with the exercise of the easements described in this Article shall be performed in such a manner as to minimize interference with the use and enjoyment of the portions of the Property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the affected portions of the Property, to the extent reasonably possible, to the same or better condition in which it was in immediately prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into any Dwelling or other structure on any Lot or the Common Area, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

Section 5. Easements for Maintenance, Emergency, and Enforcement. Easements are hereby established for the Association over the Property as may be reasonably necessary to enable the Association to fulfill its maintenance responsibilities under the Declaration. The Association also shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. The Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Section 6. Use Easements. A "Use Easement" shall be established upon all Lots shown and depicted on a Plat that contain a point on an interim lot line designated as a "Use Easement Point". Said Use Easement shall extend from said Use Easement Point along a line parallel with the right-of-way line or parallel with the chord bearing of the arc of the street upon which said Lot fronts to the foundation of the residence constructed nearer to said Use Easement Point, thence, with said foundation wall, and extending beyond said foundation wall to the rear lot line of the Lot, thence, with the near lot line to the interior lot line, thence with said interior lot line, back to the Use Easement Point

The Use Easements established hereby shall be perpetual and shall be for the benefit of the Owner of the Lot adjacent to said easement for ingress, egress and regress over and upon said easement and for purposes of making landscape and hardscape improvements thereupon as may be approved by the ACC. Any improvements placed upon the Use Easement shall be upon the express condition that said improvements must not be attached to any structures on the servient Lot nor made in such a manner as to cause damage to the property of the Owner of the servient Lot and must not be located in such a manner so as to prevent the Owner of the servient Lot from having unimpeded access to the structure(s) upon his Lot for purposes of maintenance and repair. Further, said improvements must be maintained by the party making said improvements. In the event the Owner of the dominant Lot fences in the Use Easement area, a gate must be erected along the side lot line of the Owner of the servient Lot for access purposes.

ARTICLE V
THE ASSOCIATION

Section 1. The Association. Declarant has caused or will cause the Association to be formed, and the Association does or will exist under its Articles of Incorporation and Bylaws. The Association is and shall be responsible for the maintenance of the Common Area including all Limited Common Area, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as are required of the Association under the Governing Documents or as the Board of Directors shall deem to be in the best interests of the Members or applicable portion of Members of the Association. The Association shall have all rights and powers reasonably necessary to provide the services and perform the obligations and functions required of it by the Governing Documents.

Section 2. Membership. Each and every Owner of a Lot is a Member of the Association, with classes of membership as provided herein, and, by execution of the Declaration or by acceptance of a deed conveying to such Owner title to any Lot, each Owner consents to be a Member of the Association and to be subject to the terms of the Governing Documents. Membership shall be appurtenant to and may not be separated from ownership of the Lot. An Owner's membership in the Association automatically terminates whenever such Person ceases to be an Owner, and Declarant shall be the Class B Member at all times that Declarant owns at least one (1) Lot (which may consist of any unsubdivided land owned by Declarant if Declarant owns no other Lots in the Properties). Termination of membership shall not release or relieve any such Owner from any liability or obligation incurred under the Declaration during the period of such Owner's membership in the Association, nor impair any rights or remedies which the Association or any other Owner has with respect to such former Owner.

Section 3. Classes of Membership Voting Rights. The Association initially shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A Members shall be all those Persons holding an interest required for membership in the Association, as specified in this Article, except for those Persons who are Class B Members. Until such time as the Class A Members shall be entitled to full voting privileges, as hereinafter specified, the Class A Membership shall be a non-voting membership except as to such matters and in

such events as are hereinafter specified.

The Class A Members shall be entitled to full voting privileges on the earlier of the following dates to occur: (i) the date which the Declarant may so designate by notice in a writing delivered to the Association, or (ii) the end of the Development Period. Provided, however, prior to entitling Class A Members to full voting privileges, in any such notice delivered by Declarant to the Association, Declarant may entitle Class A Members to limited voting privileges, subject to such terms and conditions as Declarant, in its sole discretion, determines (provided, however if not sooner granted, the Class A Members shall have full voting privileges upon the expiration of the Development Period). Until the earlier of these dates occurs, the Class A Members shall be entitled to vote only on matters for which it is provided by law that approval of each and every class of membership of the Association is required. When entitled to vote, Class A Members shall be entitled to cast one (1) vote for each Lot in which they hold an interest required for membership regardless of the number of Class A Members who own the Lot; in no event will more than one (1) vote be cast per Lot.

(b) Class B. Declarant shall be the only Class B Member. Class B membership shall be a full voting membership, and, during its existence, the Class B Members shall be entitled to vote on all matters and in all events. During all times that the Class B membership exists the Class B Member is the only Member eligible to vote on Association matters, unless a Legal Requirement requires that all Members have a right to vote. With respect to each Association matter on which all Members are eligible to vote, the Class B Member has ten (10) votes for each Lot owned by Declarant and ten (10) votes for each Lot owned by a Person other than Declarant. Any one or more times that the Class B membership terminates because Declarant owns no Lots, and Declarant later acquires ownership of one or more Lots, the Class B membership shall be reinstated until such time as Declarant again owns no Lots. With respect to any Additional Property annexed to this Declaration by Declarant, Declarant may provide for such additional Class B Member votes in the Association as Declarant determines, in its sole discretion, and such additional Class B Member votes in the Association shall be added to the other Class B Votes in the Association possessed by Declarant to determine the total number of Class B Member votes in the Association. Provided, however, if no specific Class B Member votes is provided by Declarant for Additional Property annexed to this Declaration, Declarant shall have ten (10) votes for each Lot owned by Declarant and ten (10) for each Lot owned by a Person other than Declarant. At such time as the Class A Members shall be entitled to full voting privileges, as provided in paragraph (a) hereof, the Class B membership shall automatically terminate and cease to exist, and the Class B Member shall be and become a Class A Member as far as it may then hold any interest required for membership.

(c) In recognition of the different character and intended use of Additional Property that is annexed to this Declaration, or of portions of the Property previously subjected to this Declaration whose character and intended use changes subsequent to being subjected to this Declaration, during the Development Period Declarant, in its sole discretion, may, by Annexation Declaration or Supplemental Declaration, create additional classes of membership for the owners of Lots within any such Additional Property being annexed to this Declaration or within any such portion of the Property that previously has been subjected to this Declaration. These classes of Members shall have such rights, privileges and obligations as specified in such Annexation Declaration or Supplemental Declaration, including votes in the Association that are different from votes allocated to previously existing classes of Members, and including liabilities for assessments that may be different from the liabilities of previously existing classes of Members.

Section 4. Suspension of Membership Rights. The membership rights of any Member of the Association, including the right to vote, may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such Members obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the Member's Lot in favor of the Association for unpaid assessments or other obligations under

the Governing Documents.

Section 5. Meetings of the Membership. All matters concerning the meetings of Members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to Members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in the Governing Documents or Legal Requirements.

Section 6. Exercise of Voting Rights. The exercise of voting rights shall be governed by the Articles and/or Bylaws of the Association, as applicable, including quorum requirements and exercise of voting rights by written consent or other method allowed in the Articles and/or Bylaws instead of a vote at a meeting of the Association, or by any combination of voting at a meeting and other method of voting as allowed in the Articles and/or Bylaws. Any provision of this Declaration or other Governing Documents that refers to a vote of the membership of the Association shall not preclude the exercise of voting rights by such other methods. When there is more than one Owner of any Lot, all such Owners shall be Members and the voting rights allocated to their Lot shall be exercised as they, among themselves, determine (subject to any applicable provisions of the Articles or Bylaws), but fractional voting of the votes allocated to such Lot shall not be allowed.

Section 7. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the Members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B Member) shall be personally liable to any Owner of any Lot for any mistake of judgment or for any other act or omission of any nature whatsoever while acting in the capacity of a member of the Board, officer of the Association, or member of a committee appointed by the Board, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud. The foregoing shall not preclude such Person who also is the Owner of a Lot from being liable for matters in the same manner and to the same extent as Owners of other Lots with respect to matters not related to such Person's actions as a member of the Board, officer of the Association, or member of a committee appointed by the Board.

Section 8. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any Person to manage the affairs of the Association, or any part thereof, as the Board of Directors deems to be in the best interests of the Association. The Board may delegate such authority to such Person, and authorize such Person to act on behalf of the Association, as the Board determines in the exercise of its discretion.

Section 9. Appointment of Directors during Development Period. During the Development Period, the Declarant shall be entitled to appoint, remove, and replace all of the directors of the Board and the officers of the Association, or Declarant may authorize one (1) or more directors of the Board to be elected by the Class A Members of the Association, upon such terms and conditions as Declarant, in its sole discretion, determines. Quorum requirements at any meeting of the Association or the Board are not applicable to Declarant’s right to appoint, remove, or replace directors and officers.

ARTICLE VI
ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. Each Owner, by acceptance of a deed or other conveyance for a Lot, covenants and agrees to pay to the Association all assessments and charges

which are levied by the Association against the Lot(s) owned by such Person in accordance with the terms and provisions of the Act or the Governing Documents. All assessments and charges shall be established and collected as hereinafter provided. All assessments and charges remaining unpaid for a period of thirty (30) days or longer, together with the costs of collection thereof, including reasonable attorneys' fees, shall constitute a lien on the Lot against which they are assessed or charged from the time of the filing of a lien in the office of the Clerk of Superior Court of Carteret County, North Carolina, and shall be the personal and continuing obligation of the Person who was the Owner of such Lot at the time when the assessment or other charge first became due and payable. An Owner's personal obligation for payment of such assessments and other charges shall not become the personal obligation of a subsequent Owner unless expressly assumed by the subsequent Owner, although the lien shall continue against the Lot until the amounts due are paid, as the covenant to pay assessments herein stated is and shall be a covenant running with land.

No Owner shall be exempt from liability for any assessment provided for herein by reason of non-use of the Common Area or such Owner's Lot, or abandonment of a Lot, or temporary unavailability of the use or enjoyment of the Common Area. No Owner shall be relieved of, or released from, the obligation to pay assessments and other charges under the Governing Documents because of any resignation or attempted resignation by such Owner of membership in the Association while such Owner owns a Lot, or because of any suspension of such Owner's membership or membership rights in the Association as allowed under the Governing Documents.

If necessary to establish the right to collect reasonable attorneys' fees under the Declaration, any obligation of an Owner to pay assessments or other charges or monetary obligations under the Declaration shall constitute evidence of indebtedness for the purpose of establishing under Section 6-21.2 of the North Carolina General Statutes (or any successor statute) the right to collect reasonable attorneys' fees in any action or proceeding to enforce or collect payment of such obligation. Provided, however, the foregoing sentence specifically is intended to supplement, and not to interfere, limit, invalidate or be in conflict with, any provisions of the Act with respect to reasonable attorneys' fees.

Section 2. Purposes of Assessments. The assessments levied by the Association pursuant to this Article shall be used to pay the Common Expenses and other charges as required or allowed by the Declaration. Without limiting the generality of the foregoing, the Association may assess the following types of assessments for payment of the Common Expenses: (i) annual assessments; (ii) working capital assessment; (iii) stormwater assessments; (iv) special assessments for capital improvements or other matters as set forth herein; (v) special individual assessments levied against an Owner to reimburse the Association for maintenance expenses resulting from the failure of such Owner to maintain adequately that Owner’s Lot, or for damages to Common Elements, or for such other purposes as stated herein; (vi) architectural review fees and costs as specified herein; (vii) fines for violations of Restrictions and Rules and/or Association rules and regulations with respect to use of the Common Elements; (viii) late payment penalties and interest on unpaid assessments and other charges; and any other assessments, if any, for any/all of the following purposes: (1) costs and expenses incurred by the Association in connection with the maintenance of the Common Area and the Association's other operations; (2) payment of the premiums for all fidelity bonds which shall be obtained by the Association; (3) the payment of the fees of such management firms as the Board of Directors shall employ; (4) payment of fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including but not limited to legal, accounting and architectural services; (5) loans to the Association for construction of the Recreational Amenities; and (6) other charges imposed under authority contained in the Act (specifically including all fees allowed under Section 47F-3-102 of the Act) or Governing Documents (architectural review fees, fines, penalties, interest and other fees and charges all being referred to herein collectively as “other charges”), and, in addition to such assessments and other charges, to pay all costs, fees and expenses, including reasonable attorneys’ fees, incurred by the Association in enforcing or

collecting any of the foregoing assessments or other charges against such Owner or the Lot of such Owner; and (7) such other purposes as the Board of Directors shall deem necessary or desirable to promote the health, safety and welfare of the Association and its Members.

All assessments and other charges collected by the Association shall be the separate property of the Association. As assessments and other charges are paid to the Association by Owners, such funds may be commingled with assessments and other charges paid to the Association by other Owners. No Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer, such Member's interest in the assets of the Association, except as an appurtenance to the Lot owned by such Member. When any Owner ceases to be a Member of the Association, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association or any portion thereof which may have been paid to the Association by such Owner or acquired with any funds paid to the Association by such Owner.

Section 3. Commencement and Liability for Payment. The assessments provided for herein shall commence as to a Lot on the date that a Lot becomes an Improved Lot and is owned by a Person who is not the Declarant or a Builder (it being express that Builders shall pay no assessments of any kind hereunder for Lots owned by Builders) with all Improved Lots owned by the same class of Members of the Association being assessed equally, except for any additional assessments that may be required to pay Common Expenses specifically associated with a Lot, in which event such assessments shall only be assessed against the Lots benefitted by the Common Expenses. The Annual Assessment for any Lot that first commences with respect to such Lot on any day other than the first day of the applicable fiscal year of the Association is determined for that first fiscal year by multiplying the applicable Annual Assessment amount by a fraction whose numerator is the number of days remaining in that fiscal year from and after the day on which it becomes a Lot and whose denominator is the total number of days in that fiscal year.

Section 4. Operating Budget and Annual Assessment. For the fiscal year beginning on such date as the Board shall determine in its sole discretion and for subsequent fiscal years, the Board shall adopt for each fiscal year a proposed "annual operating budget", also referred to herein as the "budget", containing an estimate of the total amount believed to be necessary to pay all of the Common Expenses for that fiscal year (including, at the Board's discretion, estimated amounts for unexpected contingency items). Based on such proposed budget, the Board shall determine the amount to be assessed against each Lot for that fiscal year to fully fund the proposed budget, such amount being referred to herein as the "annual assessment". In adopting a proposed budget and annual assessment, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the applicable fiscal year. In the Board's discretion, a proposed budget may include a provision that allows the Board to assess and collect from the Owners during the applicable fiscal year, without the necessity of revising the budget and holding a meeting of the membership of the Association to vote on ratification of the revised budget, one or more additional annual assessments, not to exceed a total amount as specified by the Board, as necessary to pay for Common Expenses that exceed the budgeted amount and/or new or unexpected additional Common Expenses incurred during the applicable fiscal year.

Within thirty (30) days after adoption of the proposed budget, the Board shall provide a copy or summary of the proposed budget and annual assessment to all Members (a copy or summary provided to any one (1) of multiple Owners of a Lot is deemed to be provided to all Owners of such Lot), together with a notice of the annual or special meeting of the Association at which ratification of such proposed budget will be considered, including a statement that the proposed budget may be ratified without a quorum for the meeting. The annual or special meeting at which ratification of the proposed budget is to be considered shall be held not less than ten (10) days nor more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting at which

ratification of the proposed budget is to be considered (although if other matters are to be considered at such meeting applicable quorum requirements are in effect with respect to those other matters). The budget is ratified unless rejected at that meeting as follows: (i) if the proposed annual assessment does not exceed the annual assessment for the immediately preceding fiscal year by more than 50%, the budget is ratified unless Members possessing ninety percent (90%) or more of the total number of votes in the Association reject it; (ii) if the proposed annual assessment per Lot exceeds the actual annual assessment per Lot for the immediately preceding fiscal year by more than 50%, the budget is ratified unless Members possessing sixty-seven percent (67%) or more of the total number of votes in the Association reject it. In the event that the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board Of adopted by the Members.

Beginning with the annual assessment for the first fiscal year as the Board shall determine in its sole discretion, the Association shall send written notice of each annual assessment to the Members of the Association (for purposes of notice of all assessments under the Declaration, notice sent to any one (1) of multiple Owners of a Lot is deemed to be notice sent to all of such Owners) not less than thirty (30) days in advance of the payment due date specified in the notice (which shall not be earlier than the first day of the applicable fiscal year), which written notice may be in the form of an invoice for the annual assessment, or which written notice may be included in the notice of the meeting to vote on the proposed budget. The failure of the Board to establish the amount of any annual assessment or send timely notice as required herein shall not constitute a violation, waiver or modification of the provisions of the Declaration, or a waiver of the Board's right to establish and collect the annual assessment at any time during the fiscal year to which it is applicable, or a release of any Member from the obligation to pay the assessment or any installment thereof for that or any subsequent fiscal year. Until the Board has established an annual assessment for a fiscal year, the annual assessment for the immediately preceding fiscal year shall continue in effect, but when the new annual assessment is established, it shall be retroactive to the first day of the applicable fiscal year, and notice of same shall be sent to the Members not less than thirty (30) days in advance of the payment due date specified in the notice. If the annual assessment for any fiscal year has not been established by the last day of the immediately preceding fiscal year, the Board may send a notice of assessment to the Members for the amount of the immediately preceding fiscal year's annual assessment, together with notice that a new assessment may be established for that fiscal year that may require an additional payment. Once the new annual assessment is established, any additional amount owed is due and payable by the payment due date specified in a supplemental notice to the Members sent not less than thirty (30) days in advance of the payment due date specified in the supplemental notice.

During any fiscal year, the Board may revise the budget and adjust the annual assessment (including the maximum amount of any additional annual assessment), subject to the same notice and ratification requirements as those applicable to the initial budget for that fiscal year. Upon ratification of a revised budget, it shall replace all previously ratified budgets for the applicable fiscal year.

Section 5. Special Assessments. In addition to other authorized assessments, the Association may levy "special assessments" during any fiscal year to pay for any or all of the following: (i) unbudgeted Common Expenses; (ii) Common Expenses in excess of those budgeted; or (iii) the costs of any capital improvements or capital repairs. No special assessment shall be imposed unless approved by the affirmative vote of fifty percent (50%) or more of the votes cast by the Members present at a meeting of the Association and, during the Development Period, the written consent of the Declarant. Notices for all meetings of the Association at which there is to be a vote on a special assessment shall include notice of the purpose and amount of the proposed special assessment. A special assessment is effective on the later of the date it is approved by the Members or Declarant (if such approval is required), or such later date adopted by the Members in the vote approving the special assessment, and is due and payable as established by the vote of the Members approving the special assessment, or, if not established by such

vote of the Members, as established by the Board. Each Lot shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this section.

Section 6. Specific Assessments. The Board may levy specific assessments against individual Owners (i) for the purpose of paying for the costs of any construction, reconstruction, repair or replacement of any damaged component of the Common Area, or of any monument, landscaping, detention pond or other thing maintained by the Association, which is occasioned by the acts of individual Owners(s) and not the result of ordinary wear and tear or (ii) for the payment of fines, penalties or other charges imposed against an individual Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules or regulations promulgated hereunder; provided, that Declarant shall not be obligated to pay any specific assessments. Failure of the Board to exercise its authority under this section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this section in the future with respect to any expenses.

Upon the establishment of a specific assessment under this section, the Board shall send written notice of the amount and due date of such specific assessment to the affected Owner (s) at least thirty (30) days prior to the date such specific assessment is due.

Section 8. Special Assessment for Working Capital Reserve. Upon the first transfer of title to an Improved Lot, but not thereafter, there shall be levied against such Improved Lot and paid to the Association by the transferee of said Improved Lot a special assessment in such amount as the Association shall determine in its sole discretion (which amount may differ among Townhome or detached Dwelling Lots; for example Townhomes may have higher initial assessments for capital reserves if it is expected that higher levels of capital maintenance is required to support Townhome obligations of the Association). The Association shall use all special assessment payments which shall be so received by it pursuant to this section to establish a working capital reserve fund for use in connection with capital repairs and capital improvements.

Section 9. Collection of Assessments; Penalties for Late Payment.

(a) Assessments may be collected on a monthly, quarterly, annual or other basis, as determined from time to time by the Board, with the payment due date to be specified in the notice of the applicable assessment. The billing schedule and payment due date shall be the same for all Owners. Provided, however, the Board has the power, in its sole discretion and upon such terms as the Board deems appropriate, to allow percentage discounts to Owners who pay assessments earlier than the payment due date therefor; provided, however, all such discounts shall be made available and applied uniformly to all Owners.

(b) Subject to any limitations contained in the Declaration, other Governing Documents, or any Legal Requirement, the Board has the authority to establish the payment due dates, interest rate on unpaid amounts, and penalties for late payment of assessments and other charges. Assessments and other charges not paid by the payment due date shall bear interest at a rate equal to the lesser of (i) eighteen percent (18%) per annum, or (ii) the highest lawful rate under Legal Requirements, or (iii) the amount, if any, established by the Board (or, in the absence of any amount being established by the Board, the lesser amount otherwise established by this subsection). In addition to the obligation to pay the assessment and other charges and interest charges thereon, the defaulting Owner also shall pay all of the Association's costs and expenses of collection thereof, including reasonable attorneys' fees.

(c) The Board may authorize a management company or other billing agent, on behalf of the

Association, to bill and collect all assessments and other charges payable under the Declaration.

Section 10. Certification of Assessments Paid. The Association, or any property manager or agent authorized by the Association, upon written request, shall furnish to any Owner or such Owner's authorized agents, a certificate signed by an officer of the Association or other Person authorized by the Board to give such certificate setting forth whether or not and through what date the assessments and other charges against that Owner's Lot have been paid, and the amount of any unpaid assessments or charges. The certificate shall be furnished within ten (10) business days after receipt of the request therefor and is binding on the Association, the Board and every Owner. The Association or property manager or agent authorized to furnish the certificate may charge a reasonable fee for furnishing the certificate as established or approved by the Board.

Section 11. Assessment Lien and Foreclosure. The assessments and other charges provided for herein shall be the personal and individual debt of each Person who, at the time of the assessment or other charge, is an Owner of the Lot against which they are assessed or charged. Any assessment or other charge not paid on or before the payment due date and remaining unpaid for a period of thirty (30) days or longer, together with the fines, penalty and interest charges as provided in the Declaration, plus the costs of collection (including reasonable attorneys' fees), shall be a charge and continuing lien on the Lot against which they are assessed or charged from and after the date on which a claim of lien is filed by the Association in the office of the Clerk of Court of the County in which the Lot is located. Except as otherwise provided in the Declaration or by Legal Requirements, such lien shall be superior to all other liens and charges against the Lot. The Board shall have the power, in its sole discretion, to subordinate the Association's lien to any other lien. The claim of lien shall set forth the name and address of the Association, the name of the record Owner of the Lot at the time the claim of lien is filed, a description of the Lot, and the amount of the lien claimed. In addition to the claim of lien, the Association may execute, issue or record such other evidence of the lien as the Board deems necessary. The Association may foreclose the claim of lien in like manner as a mortgage on real estate under a power of sale or in any other manner allowed or required by Legal Requirements, and/or the Association may institute suit against the Owner personally obligated to pay the assessment or charge, and/or the Association may seek any other available remedy or relief. In any foreclosure proceeding, the Association shall have the right to appoint a trustee or commissioner (or other appropriately named Person) to implement the foreclosure, and the defaulting Owner shall be required to pay the costs, expenses, trustee's (or commissioner or other) fees, and reasonable attorneys' fees incurred by the Association. The Association shall have the power to bid on and purchase the Lot at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal therewith. The remedies against a defaulting Owner and such Owner's Lot are cumulative and not mutually exclusive, and the Association may seek none, or any one or more of such remedies, separately or simultaneously, as deemed appropriate by the Board.

Section 12. Lien Priority. The lien for unpaid assessments and other charges provided for herein is prior to all liens and encumbrances on a Lot except (i) liens for ad valorem taxes on the Lot; (2) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of this Declaration; (3) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot; and (4) the lien of any mortgage given by any Builder or other Person to secure payment of any sum owed to the Declarant, whether or not Declarant is the seller of the Lot liens and encumbrances. Provided, however, this Section does not affect the priority of mechanic's or materialmen's liens. A lien for unpaid assessments and other charges is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the docketing of the claim of lien in the office of the County Clerk of Court of the County in which the Lot is located. Where the holder of a First Mortgage, or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of a First Mortgage or deed or other proceeding in lieu of foreclosure, such purchaser and its heirs, successors, and assigns, shall not be liable for the assessments against such Lot which became

due prior to the acquisition of title to such Lot by such purchaser. Such unpaid assessments shall be deemed to be Common Expenses collectible from all the Owners, including such purchaser, its heirs, successors, and assigns in the event that the Association is unable to collect, or chooses not to pursue collection, from the Person who was the Owner of the Lot during the time the assessments were assessed against the Lot.

Section 13. Exempt Property. All Exempt Property is exempt from the assessments, charges and liens established pursuant to the Declaration.

Section 14. Declarant's Obligation to Fund Budget Deficits.

(a) During the existence of the Class B membership, Declarant may satisfy its obligation for payment of annual assessments on Lots which it owns either by paying annual assessments in the amount per Lot assessed for that fiscal year or by paying the difference between the total amount of the actual annual assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year for items contained in the budget (paying the difference being referred to herein as the "deficit funding obligation" or "funding the deficit"). Unless Declarant otherwise notifies the Board prior to the Board's adoption of a proposed annual operating budget for the next fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the current fiscal year Declarant has elected to fund the deficit. The deficit funding obligation does not include any expenses that the Association is unable to meet because of nonpayment of any assessment by Owners other than the Declarant, or because of unusual or extraordinary or unanticipated expenses not included in the annual operating budget (for example, a judgment obtained against the Association, or a Common Expense obligation caused by the negligence or misconduct of any Owner or occupant). The deficit funding obligation of the Declarant may be enforced against the Declarant and collected by the Association in the same manner as enforcement and collection of assessments applicable to other Owners.

Regardless of Declarant's election as to payment of annual assessments or funding the deficit, Declarant's obligations with respect to annual assessments may be satisfied by Declarant by any combination of the provision of services or materials toward satisfaction of Common Expenses (including payment for such services or materials directly to the providers thereof), or payment of money to the Association. Beginning with the first fiscal year after the end of the Class B membership, Declarant shall pay annual assessments on its Lots in the same manner as any other Owner.

Declarant may advance funds to the Association sufficient to satisfy the deficit, if any, in any fiscal year between the actual operating expenses of the Association (exclusive of any allocation for capital reserves) and the annual and special assessments for such fiscal year. Such advances shall be evidenced by promissory notes from the Association in favor of the Declarant and shall be paid back to Declarant if and to the extent that sufficient funds are generated by assessments in future years until such time as Declarant no longer has the authority to appoint the directors and officers of the Association.

Section 15. Partial Assessments and Cost Sharing Agreement for Annexed Property. In the event Declarant elects to annex Additional Property, it may subject such Additional Property to all or any portion of this Declaration as Declarant shall determine in its sole discretion, including but not limited to levying assessments on the Owner(s) of such Additional Property for some but not all Common Expenses, limiting access by such Owner(s) to some but not all Common Area and Recreational Amenities and entering into a cost sharing agreement with such Owner(s) for certain Common Expenses.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Architectural Control.

(a) Except for ordinary and routine maintenance to an existing improvement, and excluding planting and maintenance of flowers, bushes, grass and trees that do not result in any material change in the landscaping approved as part of the Approved Plans ("material" being as determined from time to time by the Reviewer) or allowed by Architectural Guidelines without the necessity of obtaining Approved Plans, and except as otherwise provided herein (for example, portions of the Property exempt from architectural review), no improvement, and no alteration, addition to, or changes to any Improved Lot (including any conversion of a garage or carport into living space) shall be commenced, nor shall any of the same be placed, altered or allowed to remain, until the Reviewer has approved in writing the Plans therefore, or the Architectural Guidelines allow the improvement without the necessity of obtaining Approved Plans.

(b) No structure or Improvement shall be constructed, placed at or installed upon any Improved Lot in a location without the prior written approval of the ACC, which approval may be withheld in the sole discretion of the ACC, including but not limited to restrictions on BUA Limits on any Lot. No fence shall be constructed or erected upon any Improved Lot in any location without the prior written approval of the ACC. No chain link fences shall be erected or maintained on any Lot or other portion of the Property.

Section 2. Combination of Lots. Contiguous Lots may not be combined together without prior written consent of the Declarant, during the Development Period, and thereafter by the Board of Directors. In the event that the Declarant or Board of Directors, as applicable approves such a combination, such combination shall thereafter be deemed to be a single Lot for all purposes of this Declaration, except that notwithstanding the foregoing, the amount of assessments for which such single Lot shall be thereafter liable shall be equal to the total assessments for which all of the Lots which were so combined would have been liable had such combination not taken place.

Section 3. Architectural Review.

(a) Until the later of the end of the Development Period or the date on which one hundred (100%) percent of the Lots are Improved Lots and are owned by Persons other than the Declarant (such period of time being referred to herein as the "Declarant Review Period"), the Declarant has the sole right under the Declaration to serve as the Reviewer with respect to all improvements. In reviewing and acting upon any request for approval of Plans for improvements, Declarant or its designee shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Declarant, in its sole discretion, may designate one or more Persons to act on its behalf in reviewing Plans. Declarant may, at any time and from time to time, temporarily or permanently, but without any obligation to do so, delegate all or any portion of its rights reserved under this Article to an ACC. Prior to the end of the Declarant Review Period, Declarant may modify or terminate any or all its rights reserved under this Article in whole or in part, at any time and from time to time, temporarily or permanently, by recording an instrument in the Registry describing the action taken by Declarant.

(b) Upon delegation by Declarant during the Declarant Review Period, and upon the end of the Declarant Review Period, the Association, acting through an ACC appointed by the Board, shall assume jurisdiction and responsibility for architectural review under this Article. The members of any ACC need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals. The number, qualifications, composition, jurisdiction, procedures (including appeal of its decisions to the Declarant or Board), and compensation of the members, if any, of the ACC shall be established from time to time by the Declarant or Board, as applicable.

(c) The Declarant or the Board, as applicable, may establish and charge reasonable fees for review of applications and Plans hereunder and may require such fees to be paid in full prior to review thereof. Such fees may include the reasonable costs incurred in having any Plans reviewed by architects, engineers or other professionals. If any such fees are required in connection with any review, no Plans submitted for review shall be complete until such fees are paid.

Section 4. Review Procedures. When Approved Plans are required for commencement of any improvement, the required number of sets of Plans for the proposed improvement (as determined by the Reviewer), together with any application or request for approval and review fees required by the Reviewer, shall be submitted to the Reviewer by the Person requesting the approval or such Person's authorized representative. The Architectural Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application. All of the foregoing together constitutes a "complete application", and no time period within which any Reviewer under this Declaration is required to complete the review shall commence until the Reviewer has received a complete application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to review (except with respect to appeals to the Declarant or Board as may be authorized by the Declarant or Board) so long as made in good faith and in accordance with the procedures set forth herein.

The Reviewer shall decide on each application within 30 days after receipt by the Reviewer of a complete application. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer shall notify the applicant in writing of the final determination on any application within five days after making the determination. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Reviewer fails to respond in a timely manner to a complete application, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Architectural Guidelines unless a written variance has been granted. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the US Postal Service and addressed to the applicant at the mailing or residence address indicated on the application for review. However, personal delivery of such written notice shall be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant or any aggrieved Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the

requirements of such resolution.

Section 5. Architectural Guidelines. Declarant may prepare the initial Architectural Guidelines, which may contain general provisions applicable to all of the Property as well as specific provisions which vary between Townhome and detached Dwelling Lots. The Architectural Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Reviewer in considering applications. The Architectural Guidelines are not the exclusive basis for decisions of the Reviewer and compliance with the Architectural Guidelines does not guarantee approval of any application. Declarant shall have sole and full authority to amend the Architectural Guidelines during the Development Period, notwithstanding a delegation of reviewing authority to the ACC or any other Person, unless Declarant also delegates the power to amend the Architectural Guidelines to the ACC. Upon termination or delegation of Declarant's right to amend, the ACC shall have the authority to amend the Architectural Guidelines with the consent of the Board, and the Board shall have the authority to amend the Architectural Guidelines following the end of the Development Period.

Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

Upon request, the Reviewer shall make the Architectural Guidelines available to Owners and Builders who seek to engage in development or construction within the Property In Declarants discretion, such Architectural Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

Section 6. No Waiver of Future Approvals. Each Owner acknowledges that the Persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future Approval of Plans, granting of variances, or other approvals given in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

Section 7. Legal Requirements. Approval by the Architectural Control Committee of any Plans shall not relieve the Owner, Builder, or applicant from any obligation to obtain all required City and State approvals and permits, and shall not relieve the Owner, Builder, or applicant of the obligation and responsibility to comply with all Legal Requirements with respect to such improvements.

Section 8. Variances. The Reviewer may authorize variances from compliance with any of the applicable Architectural Guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall: (a) be effective unless in writing; (b) be contrary to this Declaration; (c) preclude the Reviewer from denying a variance in any other circumstances; or (d) be contrary to any Legal Requirements. For purposes of this Section, the inability to obtain approval of any Governmental Authority, the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance.

Section 9. Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any Person. Review and approval or denial of approval or conditioning of approval of any application pursuant to this Article may be made on the basis of aesthetic considerations only, and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

Declarant, the Association, the Board, the ACC, or member of any of the foregoing shall not be held liable for any of the following: soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder or their failure to comply with Legal Requirements; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor as a builder in the Property or anywhere else; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any improvement. In all matters, the Association shall indemnify the Board, the ACC, and the members of each as provided in the Governing Documents.

Section 10. Certificate of Compliance. Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Architectural Guidelines. The Reviewer shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

Section 11. Violation. When Approved Plans are required under this Article prior to the commencement of the construction, installation, alteration, addition, removal, or maintenance of any improvement, in the event that any such construction, installation, alteration, addition, removal, or maintenance commences, or is undertaken or performed in the absence of Approved Plans or in violation of Approved Plans, the Person upon whose portion of the Property such activity was undertaken or performed may be required by the Declarant (during the Development Period) or by the Board to restore to its original condition, at such Person's sole expense, the portion of the Property upon which the activity was undertaken or performed. Upon the failure or refusal of any Person to perform the restoration required herein, the Declarant or Board, as applicable, or their authorized agents or employees, may, after fourteen (14) days' prior notice to such person, enter upon such portion of the Property and make such restoration as the Declarant or Board, as applicable, in the exercise of its discretion, may deem necessary or advisable. The Owner of the portion of the Property upon which such restoration work shall have been performed shall be personally liable to the Declarant or Association, as applicable, for all direct and indirect costs which the Declarant or Association incurs in the performance of such restoration work, including without limitation attorney’s fees and court costs related to the collection of such costs from the Owner, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in this Declaration.

Section 12. Declarant and Association Exemption. Notwithstanding anything stated to the contrary herein, nothing contained in this Article shall be construed as prohibiting any construction, installation, alteration, addition, removal, or maintenance of any improvement by the Declarant, or by any Builder, or by the Association upon any portion of the Property, while it is owned by the Declarant, or a Builder, or Association (as the case may be). Any construction, alteration, addition or removal performed by the Declarant, any Builder, or the Association upon any portion of the Property while it is owned by the same, is exempt from the all of the provisions of this Article, and for avoidance of doubt, nothing in

this Article or otherwise herein shall prevent a Builder at its sole expense from altering or reconfiguring Lot lines between/among Lots it owns, or from combining or subdividing Lots it owns, provided such altering, reconfiguring, combing or subdividing complies with all Legal Requirements, including but not limited to any BUA Limits required by the applicable Governmental Authority for development of the Community or any Lot.

ARTICLE VIII
USE OF THE PROPERTIES

In order to provide for the maximum enjoyment of the Lots by all of the residents thereof and to provide protection for the value of the same, the use of the Lots shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Residential Use. Except as otherwise allowed by this Declaration, the Properties shall be used only for single-family residential purposes, including rentals of a Lot and Dwelling in accordance with Section 23 of this Article VIII, or for other uses allowed under applicable Governmental Authority zoning ordinances and approved by the Declarant during the Development Period or thereafter, by the Board. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. Residential purposes include use of portions of the Properties for streets, utilities, greenways, open space, Common Elements, wetlands, conservation areas, active or passive recreation, or other purposes substantially related to residential use which are allowed under applicable Governmental Authority zoning ordinances, unless such substantially related purposes are prohibited by other provisions of this Declaration. Except as provided in subsection (c) of this paragraph, no Lot shall at any time be used for any commercial, business or professional purpose. Provided, however, and notwithstanding the foregoing: (a) during the Development Period, the Declarant, and any Builder (or so long as the Builder owns or has the right to buy any Lot from Declarant), or other Person with Declarant's consent, may maintain model homes, sales offices and temporary construction trailers and other improvements and facilities within the Properties for the purpose of conducting business related to the development, improvement, and/or sale or marketing of any part or all of the Properties, including the sale and marketing of Lots; and (b) Declarant, and any Builder, or any other Person with Declarant's consent, may conduct such business and other activities within the Properties as may be necessary or desirable in connection with the development, improvement, and/or sale or marketing of any part or all of the Properties, including the sale and marketing of Lots; and (c) the Owner of any Lot may use a portion of a building located on such Lot as an office, provided that such use does not create regular customer, client or employee traffic to and from such Lot and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Lot.

Section 2. Prohibited Activities. Each owner of any Lot, and such Owner's family members, tenants, guests and invitees, shall refrain from any act or use of the Lot which could reasonably cause embarrassment, discomfort or annoyance to any other resident or residents of any other Lot. Storage or placement of furniture, potted plants, fixtures, appliances, machinery, bicycles, towels, equipment, signs or other goods or chattels on any Lot which is visible from outside of the Lot, (including but not limited to Stoops, Driveways, Decks and Patio Areas) is prohibited except as specifically permitted in this Declaration. No trade materials or inventories (other than materials used for construction of Dwellings or other approved structures or Improvements) shall be stored upon any portion of the Properties and no tractors, inoperable motor vehicles, rubbish, trash, or unsightly materials of any kind shall be stored, regularly placed, or allowed to remain on any portion of the Properties unless adequately screened or contained as approved by the Architectural Control Committee, except that trash, leaves, tree limbs, materials for trash or recycling pick-up and similar items may be kept or placed temporarily and only for such time as is reasonably necessary to enable the applicable Governmental Authority or appropriate private entity to remove same, and inoperable motor vehicles may be stored only if the same are kept

entirely in an enclosed garage or other building. Provided, however, and notwithstanding anything to the contrary herein, (i) trucks and/or other construction vehicles, materials and equipment operated by/used by Declarant and any Builder, shall be allowed to remain on the Properties temporarily during construction of roads, utilities, Dwellings and other Improvements in the Properties, and (ii) such vehicles, materials and equipment also may be allowed to remain on the Properties during construction or maintenance on Improved Lots and the Improvements thereon, which have been approved by the Architectural Control Committee.

Section 3. Nuisances. No noxious or offensive activity shall be conducted upon any portion of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community or any part thereof, or to any person lawfully residing in the Subdivision. Provided, however, the usual, customary or reasonable use and maintenance of a Lot, a Dwelling, or any Common Elements shall not constitute a nuisance. Further provided, the development of the Properties by Declarant and Builders, and the usual, customary or reasonable construction and maintenance of Dwellings and other Improvements in the Properties shall not constitute a nuisance. Further provided, the operation and use of the Common Elements in the manner required or allowed by the provisions of the Declaration shall not constitute a nuisance.

Section 4. Animals. No animals of any kind (including livestock, reptiles or poultry) shall be kept on any portion of the Properties or in any Dwelling except for dogs, cats or other domestic household animals which are not used for breeding or other commercial purposes, and provided that they do not create a nuisance (in the judgment of the Board), by number or type of animals, noise, odor, damage or destruction of property, animal waste, or any other reason, and further provided that they are kept in compliance with all Legal Requirements and such Rules and Regulations and Board policies pertaining thereto as the Association may adopt, which Rules and Regulations or Board policies may include requirements that animals be kept on a leash or otherwise restrained or confined whenever they are anywhere on the Properties other than on the Lot of the Person who owns the animals, on other Lots with the permission of the Owners of those Lots, or on other areas specifically designated for animals not on leashes, that animals be restrained or confined inside a fence or other restraint when on a Lot outside of the Dwelling, and which may prohibit the keeping of animals on the Properties that are excluded from coverage or subject to reduced coverage under liability insurance policies generally available for the Properties. The Board may require any Owner to furnish the Board with evidence that a particular animal is not excluded or subject to reduced coverage under the liability insurance policy maintained by such Owner for that Owner's portion of the Properties, and the Owner shall furnish the Board with the required evidence (in the form of a copy of the applicable policy or such other evidence reasonably satisfactory to the Board) within ten (10) days following the date on which the Board gives a notice to the Owner that it is requiring same. Provided, however, no Board member shall have any liability for any failure of the Board to adopt a Restriction or Rule or other rule or regulation that prohibits the keeping of a particular type or breed of animal. The Owner responsible for an animal being on the Properties promptly shall clean up or remove from any portion of the Properties not owned by such Owner all solid bodily wastes from that animal.

No animal determined to be dangerous, in the Board's sole and absolute discretion, may be brought onto or kept on the Property at any time. The Board may remove without notice any animal that presents an immediate danger to the health, safety or property of any Owner or occupant of the Property.

Each Owner who keeps an animal on the Property agrees to indemnify and hold the Declarant (and its members, managers and agents) and the Association (and its directors, officers, committee members, and agents) harmless from any loss, claim or liability of any kind whatsoever, including court costs and reasonable attorney's fees, arising out of or resulting from such animal, including any actions of the animal. An easement over and upon the Properties hereby is reserved for the applicable Governmental

Authority to exercise and enforce Legal Requirements relating to animal control.

Section 5. Antennas; Aerials; Satellite Dishes. The Owner of each Lot shall have the right to install, maintain and use on such Lot one antenna, aerial, or satellite dish to receive video programming that is (i) not larger than one meter in diameter, (ii) blends with the color of the roof or wall where it is installed, and (iii) is installed on the rear roof or wall of the residence constructed on the Lot. No other exterior antennas, aerials, satellite dishes or other reception device shall be constructed, installed, placed or affixed unless approved in accordance with the architectural approval procedures contained in this Declaration. Installation of an antenna deviating from the above provision shall be approved pursuant to the architectural control provisions if reasonably necessary to permit the reception of an acceptable quality signal. HAM radios, two way radios and other hobby or professional radio communication transmission equipment are prohibited.

Declarant or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus of any size for a master antenna, cable, or other communication system for the benefit of all or a portion of the Property.

Section 6. Clotheslines. No exterior clothesline of any type shall be permitted on any portion of any Lot.

Section 7. Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) lighting allowed by Approved Plans; (2) street lights in conformity with an established street lighting program for the Property; (3) seasonal decorative lights provided such lights are installed no more than 30 days prior to a holiday and removed no later than 30 days after a holiday; (4) front house illumination of model homes; or (5) landscape lighting provided it is a clear, white light.

Section 8. Mailboxes Prohibited. No mailbox shall be installed for any Lot. The Recreational Amenities allocated as Limited Common Areas may contain mail kiosks for Lot Owners.

Section 9. Play Equipment. Recreational and playground equipment shall not be placed on the front or side yard of any Lot nor in the rear of any Lot adjacent to the Common Areas without prior written consent of the Reviewer. Materials, colors and other specifications shall be as provided in the Architectural Guidelines and otherwise approved by the Reviewer.

Section 10. Signs. No sign of any kind or character shall be placed or erected on any portion of any Lot, or displayed to the public on any portion of any Lot, without the prior written consent of the Reviewer, except for customary name and address signs, one customary "for sale" or “for rent” sign advertising a Lot for sale or rent, as applicable, and any sign required by Legal Requirements, and allowable signs shall conform to applicable requirements in the Architectural Guidelines or as imposed by the Reviewer. The sign restrictions herein stated include signs within a building located on any Lot in a location from which the same shall be visible from outside the Lot and signs in or upon any motor vehicle in the Property. Notwithstanding the foregoing, Builders, for so long as they own any Lot(s) or have the right to purchase the same from Declarant, shall be allowed to erect customary and typical Builder sales, identification, model and marketing signs, flags and banners, on Lots they own or on the Common Area.

Section 11. Stoops, Driveways, Decks, Porches, Side Porches, Patio Areas and Storage Sheds. Grills, patio furniture and potted plants may be permitted on Patio Areas and Decks, subject to local ordinances and any rules promulgated by the Association with respect thereto; provided such grills, patio furniture or potted plants are not visible outside the Lot, and any grills, patio furniture or potted plants which are visible outside the Lot must receive the prior approval of the ACC. In addition, any items placed on Stoops, Porches, Side Porches and Driveways must comply with any rules promulgated by the

Association with respect thereto. Detached storage buildings, sheds or animal pens are prohibited.

Section 12. Swimming Pools. No swimming pool shall be constructed, erected or maintained on any Lot without prior approval of the ACC. In no event shall above ground swimming pools be allowed on any Lot. No spa, Jacuzzi or whirlpool tub shall be constructed, erected or maintained on any Lot without prior approval of the ACC.

Section 13. Flags. Flags may not be flown on any Lot except as expressly provided in this Declaration or as approved by the Board in its sole discretion from time to time.

Section 14. Trash Containers and Collection. No garbage or trash shall be placed or kept on the Property except in screened, enclosed, or covered containers of a type, size and style which are approved by the Board of Directors or as required by Legal Requirements, and subject to rules promulgated by the Association. No person shall burn rubbish, garbage or any other form of solid waste on any Lot or on Common Areas or within the right of way of any street in the Property.

Section 15. Trees. No healthy living trees having a diameter of six (6) inches or more measured from a point two (2) feet above the ground, and no flowering tree, shrub, evergreen, or natural ground cover, shall be removed from any Improved Lot, unless such removal is approved by the ACC.

Section 16. Vehicles and Parking. The term "vehicles" as used in this section shall include without limitation automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles. No vehicle may be left upon any portion of the Property except upon a driveway, a designated parking space or within a garage. No Person shall park any commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles or unlicensed or inoperable vehicles within the Property, with the exception of (a) emergency vehicle repairs, commercial vehicles, construction vehicles or delivery vehicles which are temporarily parked for the purpose of servicing a Lot or the Property and (b) commercial vehicles owned, leased or used by an Owner in connection with their employment or business. Only two-axle automobiles and two-axle trucks may be parked on driveways.

All Owner and occupant vehicles must be kept and stored when not in use within the Lot's garage space or driveway. The Association may promulgate rules regarding parking in the Property.

This Section 16 shall not apply to Declarant and Builders as they develop/construct on their respective Lots.

Section 17. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Lot, nor shall any air-conditioner be installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

Section 18. Window Treatments. No bed sheets, towels, newspaper, tin foil or similar materials may be used as window treatments.

Section 19. No Subdivision of Lots. Except as set forth in Section 12 of Article VII as to Builders, and except that Declarant may subdivide its Lots, no Lot may be further subdivided into any smaller Lot.

Section 20. Interpretation. In all cases, the covenants and restrictions herein contained shall be construed and interpreted in a manner which, in the opinion of the Board of Directors, will best affect the intent of the general Development Plan and maintenance herein set forth.

Section 21. Wetlands. Portions of the Property may have been determined to meet Legal Requirements for designation as a regulatory wetland. Notwithstanding anything to the contrary that may appear herein or in any other restrictive covenants applicable to such portions of the Properties, and whether or not the Approved Plans for any improvements on the portion of the Properties on which such wetlands are located are in compliance with applicable wetlands rules, any subsequent fill or alteration of any portion of the Property that has been determined to be a regulatory wetland under Legal Requirements shall conform to the requirements thereof in force at the time of the proposed alteration. The intent of this Section is to prevent additional wetland fill or alteration except as allowed under Legal Requirements, so the Owner of any such portion of the Property should not assume that any application for fill or alteration of a wetland will be approved. The Owner of any portion of the Property subject to any such future application shall report the name of the subdivision, together with the name of the particular phase, section or subdivision within the Property, if any, in any application pertaining to wetland rules. The provisions of this Section are intended to ensure continued compliance with wetland rules under Legal Requirements and this Section may be enforced by the United States, State of North Carolina or any other governmental entity having jurisdiction over the subject wetlands.

Without limitation, Owners of all portions of the Property subject to any regulatory buffer requirements (for example any buffer requirements that apply along the Intracoastal Waterway, if any) shall at all times comply with same, whether or not the Approved Plans for any improvements comply therewith.

Section 22. Hunting; Discharge of Firearms. Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows and/or other weapons within the Properties is prohibited, unless required for safety or personal protection reasons.

Section 23. Leases. Each Dwelling shall be used for rental occupancy or for permanent residential occupancy by an Owner. Leasing or rental activity in connection with a Dwelling shall not be considered a commercial use. Dwellings/Lots may be made available to the public for rental when not occupied by the Owner thereof or individuals designated by such Owner. Owners and lessees must comply with all of the provisions of this Declaration and the Rules and Regulation from time-to-time promulgated by the Association. Leasing of Dwellings/Lots shall not be subject to approval of the Association and/or any other limitation, other than as expressly provided in the Declaration, including in **Exhibit B-1** of this Declaration (Specific Leasing Provisions). Any and all lease or rental agreements between an Owner and a lessee of such of such Owner shall be in writing and must (i) be for residential purposes and (ii) be for not less than the entire Lot and Dwelling and (iii) provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and other Governing Documents (provided, however, this Declaration and other Governing Documents shall apply to all such leases, whether or not so stated therein). Lessees shall comply with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits attached to the Declaration) and with any and all Rules and Regulations adopted and/or amended by the Association from time to time. A violation of any of the terms of any of the foregoing documents shall constitute a material breach of the lease and shall constitute grounds for damages, termination and eviction. The Owner will be jointly and severally liable with the lessee to the Association for any amount which is required by the Association to repair any damage to the Common Areas (including Recreational Amenities) resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special individual assessment may be levied against the Dwelling and applicable Lot therefor. All tenancies are hereby made subordinate to any lien filed by the Association whether prior or subsequent to such lease. During the time a Dwelling and Lot is leased or occupied by others, the Owner(s) shall not have the right to use the Common Areas including the Recreational Amenities, except as a guest of another Owner or the lessee. Every Owner, by acceptance of a deed for any Lot in the Community, acknowledges and agrees that the Lots and Dwellings may be leased as contemplated herein, including for the short term

as provided herein including on **Exhibit B-1**, and including as further regulated under the Rules and Regulations if applicable.

Section 24. Groundwater Restriction. Groundwater may not be used for irrigation or otherwise on any Lot for any purpose. Notwithstanding the foregoing, the Association shall have the right but not the obligation to use groundwater for irrigation of Common Area in the Community, so long as the groundwater supply well location is located a distance greater than five hundred (500) feet from the any property registered with the North Carolina Brownfield Program and provided further the groundwater supply well is installed in a deep confined aquifer system.

Section 25. Rules and Regulations. As part of the general plan of development for the Properties, the Governing Documents establish a framework of affirmative and negative covenants, easements, and restrictions. Within that framework, the Declarant, Board, and Members need the ability and flexibility to supplement this Declaration with additional Rules and Regulations and to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology. This section does not apply to Board policies relating to use and operation of the Common Elements adopted by the Board unless the Board in its discretion chooses to submit to such procedures. This section does not apply to administrative policies which the Board adopts to interpret, define or implement the Rules and Regulations or other Governing Documents, nor does it apply to Architectural Guidelines.

All Owners and other Occupants of all portions of the Properties and their guests and invitees shall abide by the Rules and Regulations. Compliance with the Rules and Regulations may be enforced in the same manner and to the same extent that this Declaration provides for enforcement of this Declaration, and any Person determined by judicial action to have violated the Rules and Regulations shall be liable to the Declarant or Association or other applicable Person for all damages and fines, including all costs incurred in seeking and enforcing applicable legal remedies, including reasonable attorneys' fees.

Subject to the terms of this section and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt, amend, modify, cancel, repeal, limit, create exceptions to, add to, or expand the Rules and Regulations. The Board shall give notice to each Owner concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Owners shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. During the Development Period, no action taken by the Board pursuant to this subsection shall be effective unless approved in writing by the Declarant, and for so long as a Builder owns any Lot or has the right to purchase a Lot from Declarant, no such action shall be effective without the written approval of the Builder.

Prior to any such action taken by the Board becoming effective, the Board shall give notice of the new rule or explanation of any changes to the Rules and Regulations to each Owner, which notice shall state the effective date of the action, which shall be not less than thirty (30) days following the date on which the action is taken by the Board. The Association shall provide to any requesting Owner (but not to more than one Owner of a Lot), without cost, one copy of the Rules and Regulations then in effect, together with the action taken by the Board. Additional copies may be provided by the Association upon payment of a reasonable charge as established by the Board. The action taken by the Board action shall become effective on the later of the 31st day after the action is taken by the Board or such later effective date specified in the notice, unless, prior to the effective date, Members representing more than 50% of the total number of votes in the Association disapprove such action at a meeting or in writing to the Board. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt, prior to the effective date of the action taken by the Board, of a petition of the Members as required by the Governing Documents for special meetings of the Association or a written request from the

Declarant. Upon such petition of the Members or written request from the Declarant prior to the effective date of any Board action under this Section, the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

Alternatively, when they have a right to vote under this Declaration, Class A Members representing more than 50% of the total number of votes in the Association, at an Association meeting called for such purpose, may vote to adopt rules that modify, cancel, limit, create exceptions to, add to, or expand the Rules and Regulations then in effect. Provided, however, during the Development Period no such action shall be effective without the written approval of the Declarant, and for so long as a Builder owns any Lot or has the right to purchase a Lot from Declarant, no such action shall be effective without the written approval of the Builder. Upon such action being taken by the Class A Members, the Board shall notify each Owner of the new rule or explanation of any changes to the Rules and Regulations, and the action taken by the Members shall become effective on the later of the 31st day after the action is taken by the Members or such later effective date specified in the notice.

No action taken by the Board or Class A Members under this Article shall have the effect of modifying, amending, repealing, limiting, or expanding the Architectural Guidelines or any provision of this Declaration or other Governing Documents. During the Development Period, no such action shall be effective unless approved in writing by the Declarant, and for so long as a Builder owns any Lot or has the right to purchase a Lot from Declarant, no such action shall be effective without the written approval of the Builder. In the event of a conflict between the Architectural Guidelines and the Rules and Regulations, the Architectural Guidelines shall control.

Notwithstanding the foregoing procedures for amending the Rules and Regulations, and notwithstanding anything to the contrary elsewhere in this Article or this Declaration, during the Development Period the Declarant, in its sole discretion and without any prior notice to any Person, may adopt, amend, modify, cancel, limit, create exceptions to, add to, or expand the Rules and Regulations, including Board Policies; provided, however, that if Declarant is to do so, Declarant must obtain the written consent of any Builder that owns any Lot or has the right to purchase a Lot from Declarant. Prior to any action taken by the Declarant under becoming effective, the Declarant, or the Board at the direction of the Declarant, shall give notice of the new rule or explanation of any changes to the Rules and Regulations to each Owner (notice sent to any one Owner of a Lot being sufficient notice), which notice shall state action taken and the effective date of the action, which date may be any time on or after the date on which the action is taken by Declarant.

All Owners are given notice that use of their Lots and Dwellings is subject to the Rules and Regulations as modified from time to time. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of such Owner's Lot and Dwelling can be affected by this provision and that the Rules and Regulations may change from time to time. All Owners hereby are notified that, as provided for herein, the Declarant or the Board or the Members may adopt Rules and Regulations or changes to any Rules and Regulations in effect at any particular time.

Except as may be set forth in the Governing Documents, all Rules and Regulations shall comply with the following provisions (and no Rule or Regulation may contradict an express provision in this Declaration):

(a) Similarly situated Owners shall be treated similarly, the determination of which Owners are similarly situated being in the reasonable judgment of the Declarant or Board, as applicable (it being acknowledged and agreed that different types of Dwellings are subject to different levels of costs, service and regulation)

(b) The rights of Owners to display religious and holiday signs (the word "sign" or "display" as used in this Declaration includes signs, banners, flags (including a flag of the United States of America, a United States flag, a North Carolina flag, or other flag), symbols, decorations, and other displays) inside Dwellings shall not be abridged, except that there may be rules regulating the number, size, time, and place and manner of posting or displaying such signs that are located outside of or are visible from outside of the Dwelling, including regulation or specification of design criteria (for example, color, style, materials). No rules shall regulate the content of political signs; however, rules may regulate the number, size, time, place and manner, and length of time, of posting or displaying, such political signs that are located outside of or are visible from outside of the Dwelling, including regulation or specification of design criteria (for example, color, style, materials). Signs required by Legal Requirements to be posted or displayed, and signs prohibited by Legal Requirements from being excluded or prohibited shall be allowed (for example, a street number sign for a Dwelling required by a Governmental Authority). However, to the extent that it would not violate the Legal Requirement, rules may regulate the number, size, time, and place and manner of posting or displaying, such signs, including regulation or specification of design criteria (for example, color, style, materials).

(c) No rule shall alter the allocation of financial burdens among the various portions of the Properties or rights to use the Common Elements to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Elements available, from adopting generally applicable rules for use of Common Elements, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Elements, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided herein.

(d) No rule shall prohibit leasing that is consistent with the terms and provisions on **Exhibit B-1** or the creation of a leasing program for similarly consistent leasing, or the transfer of any Dwelling, and no rule shall require consent of the Association or Board for leasing or transfer of any Dwelling; provided, however, rules may require such other rules with respect to leases as are reasonably adopted by the Declarant or the Board.

(e) No rule shall require an Owner to dispose of personal property that was in a Dwelling or on a Lot prior to the adoption of such rule if such personal property was in compliance with all rules and Legal Requirements previously in force. This exemption shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who become Owners after adoption of the rule.

(f) Without the written consent of Declarant, no rule or action by the Board or Members shall restrict, impair, prohibit, exclude, impede, interfere with, or in any way adversely affect any Special Declarant Right or other right of Declarant.

The limitations in subsections (a) through (f) of this Section shall only limit the rule making authority exercised under this Section; they shall not apply to other Sections and provisions of this Declaration.

Section 26. Exclusion for Declarant. Notwithstanding any other provision of this Declaration or any other Governing Documents, Declarant, during the Development Period (and thereafter, the Board) has the right, permanently or temporarily (as determined in the discretion of Declarant or the Board, as applicable) to waive any one or more of the provisions of this Article with respect to construction or maintenance of any improvements in the Properties, except that there shall be no waivers with respect to soil erosion controls and Legal Requirements. Any such waiver granted by the Declarant to a Builder or other Person during the Development Period shall be binding on the Board after the Development Period

has ended.

ARTICLE IX
GENERAL MAINTENANCE
(Townhomes being separately and specifically addressed in Article XIV)

Section 1. Association's General Maintenance Responsibility. The Association shall keep in good condition, order and repair the Common Area, including but not limited to the private streets, drives and alleyways as shown on the Plats, sidewalks and rights of way, curbing, detention/retention ponds, bulkheads, all entry features and entry landscaping, whether or not such features and landscaping are on a Lot, privately owned property or in the right of way and all street signage and street lights, and any other or any Common Areas and Limited Common Areas. The Association may be relieved of all or any portion of its maintenance responsibilities to the extent that such responsibility is assumed and carried out by any local, state or federal government or quasi-governmental entity accepting responsibility for such maintenance. In the event of any such assumption, assignment or dedication, however, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is desirable or necessary to maintain the Community Wide Standards. In the event that the Association determines that any maintenance which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or the occupant, family member, guest, invitee or lessee of an Owner, then the Association may perform such maintenance and all costs thereof may be assessed against the Owner as a specific assessment.

The Board of Directors, in its sole discretion, may leave portions of the Common Area as undisturbed natural areas and may change the landscaping on the Common Area at any time and from time to time, including the adding or modifying of landscaping improvements, such as the planting of seasonal flowers. Any common irrigation system installed by the Declarant or the Association for the use by the Association shall be operated, maintained, repaired and replaced by the Association.

If and to the extent the following portions of the Common Area are not maintained adequately (in the opinion of the Board) by a governmental entity, the Association shall also maintain the following Common Area (whether or not constituting Common Areas), including: (a) entry features to the Property; (b) streets, parking areas and sidewalks; (c) perimeter fencing; and (d) landscaping within public street rights-of-way abutting the Property; (e) Stormwater Control Measures; and (f) Recreational Amenities. Additionally, the Association has the right, but not the obligation, to maintain the front, rear and side yards of Lots and to provide for trash and debris removal.

In the event that the Association determines that any maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the occupant, family member, guest, invitee or lessee of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof not paid for by insurance shall be assessed against the Owner as a specific assessment.

Section 2. General Owner Responsibility. Except where the Association has the express obligation to do so under this Article IX or under Article XIV (Townhomes), each Owner shall maintain and keep in good repair all landscaping and yard maintenance not otherwise the responsibility of the Association, as well as all other exterior portions of the Lot, including windows, exterior lighting, painting, roofing, stoops, patios, porches, decks and all structures, driveways, parking areas, and any other improvements comprising the Lot in a manner consistent with the Community Wide Standards and all Governing Documents. Owners shall keep their Lot free from all litter, trash and refuse. In the event the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner

is responsible, the Association shall, except in emergency situations, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions herein, the Association may provide such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner as a specific assessment. In an emergency situation, the Association may perform the necessary maintenance, repair or replacement without any prior notice to the Owner responsible for such maintenance, repair or replacement, and such Owner shall be liable for the costs thereof.

Section 4. Individual Insurance. Except where the Association has the express obligation to insure under Article XIV (Townhomes), each Owner, by virtue of taking title to a Lot subject to this Declaration, acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner will carry at all times all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

ARTICLE X
MORTGAGEE PROVISIONS

Section 1. Notice of Action. An institutional holder, insurer, or guarantor of a mortgage or deed of trust encumbering a Lot or Lots, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number as shown on the applicable Plat, and the street address of the Lot, therefore becoming an "eligible holder"), will be entitled to timely written notice of (a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a mortgage or deed of trust held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a mortgage or deed of trust, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days, and any lapse, cancellation, or material modification of any insurance policy on such encumbered Lot maintained by the Association.

Section 2. Audit. Upon written request of any institutional holder of a First Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements of the Association within 120 days of the date of the request.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives any Owner or other party priority over any rights of a Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of the Common Areas.

Section 4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of

the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 5. Mortgagees Not Obligated to Collect Assessments. No Mortgagee shall have any obligation to collect any assessment under the Declaration.

ARTICLE XI
AMENDMENT

Section 1. Amendment by Declarant. In addition to specific amendment rights, if any, granted or reserved elsewhere in the Declaration, during the Development Period, Declarant may unilaterally, and in its sole discretion, without the joinder or approval of the Association, any Member, or any other Person and without the necessity of a meeting of the Association, amend the Declaration for any purpose, and may record any such amendment or may record an amended and restated version of the Declaration that incorporates any such amendment. Amendments to the Declaration contemplated herein shall include but are not limited to satisfying the requirements of FHA, VA, FNMA, FHLMC, OILSR or other governmental agency, Secondary Mortgage Market Agency or Institutional Lender, establishing or maintaining the tax exempt status of the Association under the laws of the United States or the State of North Carolina, or amending the Declaration as may be necessary to prevent it from being declared invalid under any Legal Requirement or by any court of competent jurisdiction, or to add or delete provisions to or from the Declaration as may be necessary to prevent it from being declared invalid under any Legal Requirement or by any court of competent jurisdiction. Any amendment to the Declaration adopted by the Declarant shall be effective upon the later of the effective date contained therein or the date of its recording in the Registry.

Section 2. Amendment by the Members. Unless amended as allowed under Section 1 of this Article, the Declaration may be amended only as follows:

(a) Unless a higher percentage or different voting requirement is specified herein or by Legal Requirements, the Declaration may be amended only by (i) the written agreement or consent of those Members, or the affirmative vote at a meeting of the Association of those Members, who hold sixty-seven percent (67%) or more of the total number of votes in the Association, and (ii) during the Development Period, with the written consent of Declarant.

(b) Written notice of an annual or special meeting of the Association at which any proposed amendment to the Declaration is to be voted on, together with at least a summary description of the proposed amendment, shall be given to all Members not less than ten (10) days and not more than sixty (60) days in advance of the date of such meeting.

(c) When any amendment to the Declaration is approved by Members of the Association (and Declarant, when applicable) as provided in this Section, the appropriate officers of the Association (and Declarant, when applicable) shall execute in the same manner as a deed and record in the Registry, a document setting forth the following: the amendment; the effective date of the amendment (if no effective date is stated the amendment shall be effective upon the recording of same in the Registry); and if applicable, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at such meeting, the total number of votes present at such meeting, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment and the total number of votes cast against the amendment. The document shall be recorded in the Registry within thirty (30) days following the date of the meeting at which the amendment was adopted or the written agreement for the amendment is completed. Provided, however, and notwithstanding the foregoing or anything to the

contrary appearing herein, no amendment to the Declaration duly adopted by the Members of the Association shall be void or invalid solely because the document describing the amendment is not recorded in the Registry within said thirty (30) day period, and any such duly adopted amendment to the Declaration recorded following the end of said thirty (30) day period shall become effective on the later of the effective date specified therein, if any, or on the date it is recorded in the Registry.

(d) Amendment of Subdivision Declarations and Supplemental Declarations shall be governed by the provisions for amendment contained therein, if any; otherwise, the provisions regarding amendment of the Declaration shall apply to amendment of those documents.

Section 3. Consent of Mortgagees. No consent of any Mortgagee to any amendment of the Declaration is required unless (i) the amendment adversely affects the rights of Mortgagees under the Declaration, or (ii) a Legal Requirement requires the consent of Mortgagees or a percentage of Mortgagees, or (iii) the mortgage held by such Mortgagee specifically requires the Mortgagee's consent with respect to the portion of the Property subject to the mortgage, and if either (ii) or (iii) is applicable, the Mortgagee has notified the Association of its rights regarding consent to amendments in the same manner required for an Mortgagee to notify the Association in the Article of the Declaration dealing with Mortgagee Provisions. If the amendment is adopted by the required percentage of Members exclusive of the Member or Members who own portions of the Property for which consent of a Mortgagee is required under this Section, then the amendment is valid whether or not the necessary Mortgagees have consented to the amendment.

Section 4. Prohibited Effects of Amendment. Notwithstanding the provisions of Sections 1, 2 and 3 of this Article allowing amendments to the Declaration, no amendment to the Declaration, whether adopted by the Declarant, by the Association, or by the Members or any applicable group of Members of the Association, shall do or result in any of the following:

(a) without the written consent of Declarant, diminish, impair, or in any way affect the rights of Declarant, including Declarant's rights to develop any part or all of the Property in accordance with a Subdivision Plan;

(b) without the written consent of Declarant, impose additional obligations upon Declarant;

(c) diminish or impair the express rights of Mortgagees under the Declaration without the prior written approval of a majority of the Mortgagees who have requested the exercise of such rights as provided herein;

(d) terminate or revise any easement established by the Declaration, without the written consent of the Person benefitted by the easement or by the Owner of the portion of the Properties benefitted (and/or, with respect to a revision, burdened) by the easement, whichever is applicable;

(e) without the consent of the City, terminate, reduce, amend, revise, or alter any obligation of the Association or the Members of the Association under the Code or under any Stormwater Agreement, encroachment agreement, or other agreement entered into with the City by the Association or, as allowed by the Declaration, by the Declarant on behalf of the Association;

(f) alter, remove, or attempt to alter or remove any other applicable Legal Requirement.

ARTICLE XII
DURATION OF DECLARATION; DISSOLUTION OF ASSOCIATION

Section 1. Duration. Unless sooner terminated as required by Legal Requirements, the Declaration shall run with and bind the Property and each Owner, and shall inure to the benefit of the Association, and each other Owner of any portion of the Property, and their respective heirs, successors, and assigns, from and after the recording of the Declaration in the Registry until such time as it is terminated by a written termination agreement, executed or ratified in the same manner as a deed, by those Members who hold eighty percent (80%) or more of the total number of votes in the Association, and also with the written consent of Declarant during the Development Period. Execution or ratification by any one of multiple Owners of a Lot is sufficient for that Lot unless, prior to the time the termination agreement is recorded in the Registry, any other Owner of that Lot files with the Association a written objection to the termination of the Declaration (in which event the vote allocated to that Lot shall be considered as not having been exercised). The termination agreement shall specify a date after which it will be void unless it is recorded in the Registry before that date. The termination agreement may not be recorded in the Registry unless and until the requisite number of signatures have been obtained as provided herein, and it shall be effective only upon recording. If, pursuant to the termination agreement, any real estate in the Property is to be sold following termination of the Declaration, the minimum terms of the sale shall be set forth therein.

Section 2. Dissolution of the Association. The Association shall be dissolved upon the termination of the Declaration. Provided, however, until any sale of the Common Property authorized by the termination agreement or approved by the Owners in the same manner as required for approval of the termination agreement is completed and the sale proceeds distributed, the Association shall continue in existence with all of the powers it had before termination. The Association, on behalf of the Owners, may contract for the sale of the Common Property, but the contract is not binding unless such sale has been authorized in the termination agreement or it has been approved by the Owners in the same manner as required for approval of the termination agreement. Proceeds of the sale of Common Property shall be distributed to the Owners and lienholders as their interests may appear, as provided in the termination agreement or other agreement approved by the Owners in the same manner as required for approval of the termination agreement. If the Common Property is not to be sold following termination of the Declaration, title to the Common Property vests in the Owners upon termination, as tenants in common in proportion to their respective interests as provided in the termination agreement.

Upon dissolution of the Association or upon loss of ownership of all of the Common Property by the Association for any reason whatsoever (except for exchange or dedication or conveyance of any part or all of the Common Property as allowed by the Declaration, or by reason of merger and/or consolidation with any other association as allowed by the Declaration), except as otherwise provided in the termination agreement, other agreement approved by the Owners in the same manner as required for approval of the termination agreement, or Legal Requirements (in particular, Section 47F-2-118 of the Act, or any successor Section of the Act), any portion of the Common Property not under the jurisdiction of and being maintained by another association substantially similar to the Association, together with all other assets of the Association, first shall be offered to the Town of Beaufort (or, if the Town of Beaufort refuses such offer, then to some other appropriate Governmental Entity or public agency as determined by the Board) to be dedicated for public use for purposes similar to those to which the Common Property and such assets were required to be devoted by the Association. If the Town of Beaufort or such other appropriate Governmental Entity or public agency accepts the offer of dedication, such portion of the Common Property and assets shall be conveyed by the Association to the Town of Beaufort or such other appropriate Governmental Entity or public agency, subject to the superior right of an Owner to an easement (if necessary) for reasonable ingress and egress to and from such Owners Lot and the public or private street(s) on which that Lot is located, subject to all other applicable rights of way and easements, and subject to ad valorem property taxes subsequent to the date of such conveyance.

If the Town of Beaufort or such other appropriate Governmental Entity or public agency refuses

the offer of dedication and conveyance, the Association may transfer and convey such Common Property and assets to any nonprofit corporation, association, trust or other entity which is or shall be devoted to purposes and uses that would most nearly conform to the purposes and uses to which the Common Property was required to be devoted by the Declaration, such transfer and conveyance to be made subject to the rights of Owners and the other matters set forth in the immediately preceding paragraph of this Section. If there is no nonprofit corporation, association, trust or other entity who will accept such transfer and conveyance of the Common Property and assets of the Association, then such Common Property and assets shall be distributed as provided in the plan of termination/dissolution adopted by the Association.

ARTICLE XIII
DISCLOSURES AND WAIVERS

The following are in addition to any other disclosures and waivers in the Declaration.

Section 1. Construction Activities. All Owners and other Persons who use the Property hereby are placed on notice that Declarant, Builders and/or their respective agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, may, from time to time, conduct blasting, excavation, construction, and other activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or the Property generally, such Owners and such other Persons acknowledge, stipulate, and agree: (i) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (ii) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (iii) that Declarant, Builders and their respective agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shareholders, directors, officers, partners, members, managers, agents and employees shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (iv) that any purchase or use of any portion of the Property has been and will be made with full knowledge of the foregoing; and (v) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease, and/or allow the use of the Property.

Section 2. Conveyance of Common Property. Declarant may convey or transfer all Common Property, including all improvements thereon, to the Association in an "AS IS, WHERE IS" condition. Declarant hereby disclaims and makes no representations, warranties or other agreements, express or implied, by law or fact, with respect to the Common Property and improvements thereon, including, without limitation, representations or warranties of merchantability regarding the condition, construction, accuracy, completeness, design, adequacy of size or capacity thereof in relation to the utilization, date of completion, or the future economic performance or operations of, or the materials, furniture, or equipment used therein. Neither the Association nor any Owner or any other Person shall make any claim against Declarant, its successors and assigns, relating to the condition, operation, use, accuracy or completeness of the Common Property, or for incidental or consequential damages arising therefrom.

Declarant shall transfer and assign to the Association, without recourse, all warranties received from manufacturers and suppliers relating to any of the Common Property or improvements thereon, or relating to any personal property transferred by Declarant to the Association, which exist at the time of transfer and are assignable, but Declarant's failure to do so shall not constitute any grounds for any claim, cause of action or other legal recourse against Declarant for failing to do so, other than to compel Declarant to transfer or assign same.

Section 3. Liability for Association Operations. The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant, its successors and assigns, and its shareholders, directors, officers, partners, members, managers, agents and employees from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs at all tribunal levels and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended, and held harmless pursuant hereto), which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance, and operation of Common Property and the collection of assessments.

Section 4. Public Facilities and Services. Certain facilities and areas within and adjoining the Properties may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenways, trails and paths, parks, and other locations conducive to gathering and interaction, roads, sidewalks, and medians. In addition to any such facilities and areas that are open for use and enjoyment of the public pursuant to Legal Requirements, Declarant may designate facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Common Property or the Board may so designate at any time thereafter.

Section 5. Safety and Security. Each Owner and occupant of a Dwelling, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security which each Person provides for himself or herself or itself and his or her or its property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Property, cannot be compromised or circumvented, not that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing such Owner's tenants and all occupants of its Dwelling that the Association, its Board and committees, and Declarant are not insurers or guarantors of security or safety and that each Person within Property assumes all risks of personal injury and loss or damage to property, including Dwellings and the contents of Dwellings, resulting from acts of third parties.

Section 6. View Impairment. None of Declarant, any Builder or the Association guarantee or represent that any view from, over, or across any portion of the Property will be preserved without impairment. None of Declarant, any Builder or the Association shall be obligated to relocate, prune, or thin trees or other landscaping except as otherwise required under a separate covenant or agreement, if any. The Association (with respect to the Common Property) has the right to add or remove trees and other landscaping to and from the Common Property, subject to Legal Requirements. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 7. Water Management. Each Owner and any other Person who uses any portion of the Property acknowledges and agrees that any or all bodies of water (including lakes, ponds, creeks, streams, and wetlands in the Property), together with any dams or other facilities or devices that contain, control, or direct such waters, may be designed as water management areas (including designation as Stormwater Measures) and not designed solely as aesthetic features, and that, with respect to those that are water management areas, due to fluctuations in ground water elevations within the immediate area and/or the receipt or discharge of stormwater, the water level of such lakes, ponds, and wetlands may rise and fall.

Each Owner and other such Person further acknowledges and agrees that Declarant has no control over such elevations. Therefore, each Owner and other such Person releases and discharges Declarant, and its successors, assigns, contractors, subcontractors, shareholders, directors, officers, partners, members, managers, agents and employees from and against any and all losses, claims, demands, damages, costs, and expenses of whatever nature or kind, including reasonable attorneys' fees and costs at all tribunal levels, related to or arising out of any claim relating to such fluctuations in water elevations.

Declarant reserves for itself, the Association, and their successors, assigns, and designees, the perpetual, non-exclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the adjoining the Property to do any or all of the following: (i) install, operate, maintain, and replace pumps to supply irrigation water to the Common Areas; (ii) construct, maintain, and repair structures and equipment used for retaining water; and (iii) maintain such areas in a manner consistent with the Community Wide Standard.

Declarant further reserves for itself, the Association, and their successors, assigns, and designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Area and Lots (but not the Dwellings thereon) adjacent to or within 50 feet of bodies of water within or adjoining the Property, in order to do any or all of the following: (i) temporarily flood and back water upon and maintain water over such portions of the Property; (ii) alter in any manner and generally maintain the bodies of water within and adjoining the Property; and (iii) maintain and landscape the slopes and banks pertaining to such areas. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage to a Lot resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

Owners and other Persons who use any portions of the Properties shall not alter, modify, expand, or fill any lakes, ponds, or wetlands located in the Property without the prior written approval of the local permitting authority, the City, the Association, the Declarant, the U.S. Army Corps of Engineers (to the extent it has authority), and such other governmental entities as may have relevant jurisdiction over such matters.

ARTICLE XIV
TOWNHOMES

In order to provide for the typical level of Association services for Townhomes in the Community in accordance with the Community Wide Standards and in recognition of the dependent nature of Townhome construction and day-to-day living, the terms, provisions and restrictions in this Article XIV apply to all Townhomes in the Community, in addition to (and without limiting) all other terms, provision and restrictions in this Declaration.

Section 1. Association Maintenance. The Association shall provide exterior building maintenance for the Townhomes and Townhome Buildings as follows: paint, stain, repair, replace and maintain of the exterior surfaces of Townhomes and the Townhome Buildings, including the painting of entry doors and the repair of siding (but excluding repair and replacement of entry doors and garage doors and their appurtenant hardware, excluding the repair of wall sheathing, and further excluding all exterior glass including windows and patio doors); repair, replace, and maintain roof shingles (but excluding maintenance, repair and replacement of other portions of the roof); repair and replace gutters and downspouts. Furthermore, and notwithstanding any other terms and provisions in this Declaration, including in Article IX, the Association shall likewise maintain all yards, lawn areas and grassy areas, and landscaped features and areas (including but not limited to plants, flowers, trees and bushes) located on the Townhome Lots and the same within all adjacent Common Areas and without limitation within the

street rights of way. The required maintenance shall include grass mowing, removal of weeds and grass clippings, fertilization and aeration, all to be performed in manner and frequency as determined by the Board of Directors. The cost of providing the repair and maintenance work described above, as well as reserves for the same, shall be assessed against the Townhome Lots as part of the Common Expenses under this Declaration. Owners, and not the Association, shall be responsible for watering their own lawns and landscaping on their Townhome Lots, and are subject to special individual assessment for failure to do so and for any resulting replacement costs incurred as a result of such failure.

Section 2. Owners to Obtain Townhome Casualty Insurance. Notwithstanding any terms and provisions in the Declaration and in any event in addition to the same, the following shall apply:

(a) Each Owner of a Townhome shall obtain and maintain a casualty insurance policy or policies on its Townhome for the benefit of the Owner, the Association and any Mortgagee(s) of such Townhome, as their interests may appear, and provisions shall be made for the issuance of certificates or Mortgagee endorsements to the Association upon request therefor by the Association. Each Townhome shall be insured in an amount equal to one hundred percent (100%) of its insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. In the event Owner fails to obtain and maintain insurance on its Townhome in accordance with this this Article XIV, the Board may obtain such insurance on behalf of such Owner and levy a special assessment against the Owner as provided in subparagraph (c) below.

(b) The insurance coverage required by this Article XIV shall provide protection against:

(i) Loss or damage by fire and other hazards, including extended overage, vandalism and malicious mischief, and

(ii) such other risks as from time to time shall be reasonably required by the Association.

(c) Premiums for all insurance policies purchased by the Association under this Declaration for a Townhome shall be assessed against the Townhome as a specific assessment. Deductibles shall likewise be paid as a specific assessment.

(d) All insurance policies purchased by the Owner of a Townhome shall be for the benefit of the Owner and their Mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee hereunder. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws (if any) and for the benefit of the Owners and their Mortgagees in the following shares:

(i) If the insured casualty shall occur resulting in damage to a Townhome and Townhome Building, proceeds from insurance shall be held in undivided shares for the affected Owners of each Townhome in proportion to the cost of repairing the damage insured against in said policy.

(ii) In the event a mortgagee endorsement has been issued for a Townhome, the share payable towards the improvements to such Townhome shall be held in trust for the mortgagee as their interests may appear.

(e) Proceeds of insurance policies for the benefit of Owners that are received by the Association as insurance trustee shall be distributed in the following manner: First, to all expenses of the insurance trustee shall be paid or provision made thereof; next to defray the cost of the covered

repairs/improvements; and finally, if applicable, any proceeds remaining after defraying such costs shall be held in undivided shares for the affected Owners in proportion to the costs of repairing the damage or injuries suffered by each Owner, the cost of which shall be determined by the Association. If the insurance proceeds received by the Association (along with any reserves on hand) are insufficient to cover the cost of repair/replacements/damage to person and/or property, the Owner shall pay such additional cost. In the event Owner fails to pay such additional cost, the Board may levy a special assessment against the Owner affected to cover the deficiency, and in any event, the Owner shall pay their respective shortfall all so that the restoration/repairs may be completed.

(f) Notwithstanding anything to the contrary herein, the Association may in its sole discretion obtain and maintain a casualty insurance policy or policies on any Townhome Building for the benefit of the Owners and any Mortgagee(s) of such Townhome Building, as their interests may appear. In the event the Association obtains such insurance, it may levy a specific assessment against the Townhomes benefitted by such insurance.

Section 3. Certificates of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, Mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

Section 4. Restoration After Casualty.

(a) The plans and specifications for any restoration shall be prepared by an architect licensed in the State of North Carolina. All plans and specifications required in connection with any restoration shall be subject to review and approval by the Architectural Control Committee and otherwise as required by this Declaration. Unless the Association and a majority of the voting interests of the Owners of the damaged Townhomes shall otherwise agree, plans and specifications for any restoration shall be consistent with the then existing building plans.

(b) If an Owner fails to cause the removal of debris and restoration of Improvements to be timely accomplished to comply with this Declaration, the Association shall provide written notice of such deficiency to such Owner. If the problem has not been remedied within a reasonable time (as determined by the Board of Directors), the Association shall have authority to cause such restoration to be performed, and any expenses incurred by the Association in connection therewith shall be charged to such Owner and shall be a special individual assessment against such Owner's Lot.

(c) The rights granted to the Association in this Article in the event of any loss, damage or destruction of a Townhome constitute reasonable protections of property values and aesthetic appearance of the Townhomes, and each Owner agrees to comply with such terms, conditions and procedures as Association may impose.

(d) "Restoration Costs" means the cost of repairing, replacing, restoring or reconstructing all loss, damage or destruction to the applicable portion of the Lot and Townhome (including the deductible under any applicable insurance policies) or any part thereof, including all costs of adjusting the loss; inspections, investigations and reports as to the damage; permit and inspection fees, architectural and engineering fees; demolition, removal and disposal fees; costs of securing and protecting the portions of the Lot and Townhome to be restored; accounting fees and costs; and attorneys' fees and costs; construction costs, and the Association's fees and costs for reviewing the plans for the restoration and holding and disbursing the insurance proceeds and other funds.

Section 5. Party Walls.

(a) Wherever one Townhome is separated from another Townhome by a common, shared or party wall ("**Party Wall**"), the obligations of each Owner with respect to its Party Walls shall be governed by this Section 6. Each Party Wall shall be the joint obligation of each of the Owners of the adjoining Townhomes ("**Party Wall Co-Owners**"). Each Party Wall Co-Owner shall be responsible for the maintenance of the surface portion of the Party Wall which is contained within its Townhome. Any maintenance and the like, including repairs to the paint, plaster or drywall or gypsum wall board on the surface portion of the Party Wall which is contained within a Townhome, shall be the obligation of that Owner. Each Party Wall Co-Owner shall have the right to use the side of the Party Wall within the Owner's Lot and Townhome in any lawful manner, including attaching structural or finishing materials to it; however, an Owner shall not create windows or doors or place heating or air conditioning equipment in the Party Wall without the consent of the other Party Wall Co-Owner. Any consent given to a Party Wall Co-Owner to create openings in the Party Wall shall be subject to the right of the other Party Wall Co-Owner to revoke its consent on 60 days' prior written notice and close up such openings and/or remove such heating or air conditioning equipment. The Party Wall Co-Owners shall be jointly responsible for the structure of the Party Wall; i.e., maintenance and restoration of concrete block, rebar, mortar, tie beam, and all other elements of the Party Wall.

(b) Each Party Wall Co-Owner hereby grants to the other Party Wall Co-Owner, its successors and assigns, a perpetual non-exclusive easement and right of entry over and across its respective Lot and Townhome for the purposes of performing maintenance and restoration to the Party Wall, provided that any such easement is exercised after prior notice and during reasonable hours.

(c) To the extent not inconsistent with the provisions hereof, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. A Party Wall Co-Owner shall perform restoration of its Party Wall whenever a condition exists which may result in damage or injury to person or property if the restoration work is not undertaken. The cost of reasonable repair or maintenance of a Party Wall shall be shared by the Party Wall Co-Owners on each side of such Party Wall. If a Party Wall is destroyed or damaged by fire or other casualty, a Party Wall Co-Owner on either side of the Party Wall may restore it, and if the Party Wall Co-Owner on the other side thereafter makes use of the Party Wall, such other Party Wall Co-Owner shall contribute to the cost of restoration thereof in proportion to such use; provided that the forgoing provision shall not prejudice the right of any Party Wall Co-Owner to seek a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omission. Any amounts due and unpaid under this Section 6 shall bear interest at the rate of 18% per annum from the date due until paid in full.

(d) If at any time any Owner (hereinafter in this Subsection, the "**Non Performing Owner**") shall not be proceeding diligently with any restoration required of it under this Declaration, then the other Owner(s) shall give written notice to the Association specifying the respect in which such Non Performing Owner is not proceeding diligently with his or her restoration work. If, upon expiration of 30 days after the giving of notice, the restoration work is not proceeding diligently, then the Association may perform such restoration in accordance with the then existing building plans and may take all appropriate steps to carry out the same, including entry onto the Lot of any Owner to the extent necessary to perform the restoration work. The Association shall be entitled to impose an Individual Assessment on the Party Wall Co-Owners responsible for the cost of such restoration.

(e) Each Owner agrees to indemnify the Declarant, the Association and the other Party Wall Co-Owner for injury or personal or property damage, when such injury or damage shall result from, arise out of, or be attributable to its failure to perform or comply with its duties and obligations under this

Section 6.

(f) In any transfer of title to a Townhome, the Owner of such Townhome ("**Grantor**") and the purchaser ("**Grantee**") of such Townhome shall be jointly and severally liable for all unpaid amounts pertaining to the Party Walls accrued up to the date of the conveyance without prejudice to the rights of the Grantee against the Grantor, but the Grantee shall be exclusively liable for those accruing after the conveyance. The lien rights of any Owner against another Townhome for amounts due under this Section 6 shall be subordinate to the lien of any Mortgagee and any assessment by the Association. If the Mortgagee or other purchaser acquires title as a result of a foreclosure or deed in lieu of foreclosure of a First Mortgage, the purchaser and any successors and assigns shall not be liable for the amounts which became due prior to the acquisition of title in the foreclosure action. Any unpaid amounts which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be divided between Party Wall Co-Owners, payable by and a lien against both Lots sharing the Party Wall, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

ARTICLE XV
MISCELLANEOUS

Section 1. Enforcement. The Declarant, the Association, each Owner, and, when enforcement rights are granted by the Declaration, a Mortgagee, shall have the right, but not the obligation, to enforce the Declaration by any proceeding at law or in equity (or otherwise, as provided in the Declaration) against any Person who has violated, is violating, or is attempting to violate, any part of the Declaration, either to restrain the violation, recover damages, or seek other available legal or equitable remedies. Any failure by the Declarant, the Association, an Owner, or any other Person to enforce the Declaration or seek any applicable remedy with respect to any specific violation or lien shall not constitute a waiver of the right to do so thereafter, nor shall it constitute a waiver of the right to enforce the Declaration at any other time with respect to the same or substantially similar matter. All rights, remedies and privileges granted to the Declarant, the Association, any Owner, or any other Person herein are cumulative, and the exercise of any one or more of such rights, remedies or privileges shall not constitute an election of remedies or preclude subsequent exercise of other rights, remedies and privileges.

Section 2. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of the Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent and final jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses and phrases of the Declaration shall continue in full force and effect and shall not be affected thereby. To the extent that any provision of the Governing Documents is determined to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision without destroying its intent, then the narrower or partially enforceable provision shall be applied and, to the extent lawful, shall be enforced. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 3. Notice. Except as otherwise provided herein, whenever written notice to any Person (including Owners and Members) is required hereunder, such notice may be hand delivered to such Person, or given by first class United States mail, postage prepaid, or given in such other manner specifically allowed or required by Legal Requirements, or given in such other manner determined by the Board to be proper and which does not violate any Legal Requirements, addressed to the address of such Person appearing on the records of the Association or to the address for such Person appearing in the records of the Carteret County Tax Collector. Properly addressed notice shall be deemed to have been given by the Association as follows: (i) in the absence of any delays in delivery by the United States Postal Service resulting from acts of war or terrorism, on the third day following the date the notice was deposited in the

United States mail, first class postage prepaid; or (ii) on the date of personal delivery to the Person or an adult residing with the Person, as evidenced by a receipt signed by the Person or such other Person; or (iii) on the delivery date indicated on a return certified or registered mail receipt, or (iv) on the date indicated by the records of a national, regional or local same day or overnight cornier service, or (v) on the date acknowledged in writing by the recipient Person or other adult residing with such Person, or (vi) upon execution of a written waiver of such notice by the Person. Notice to the Association may be given and shall be deemed to have been given in the same manner as notice to a Person, when addressed to the principal business office of the Association or the property manager employed by the Association. It shall be the duty of each Owner and Member to keep the Association informed of such Owner's or Member's current mailing address and telephone number. If an Owner or Member has not provided the Association with such current mailing address the Association may use as the mailing address the street address of the Lot owned by such Owner or Member or the address for such Owner or Member in the records of the Carteret County Tax Collector. If no address for an Owner or Member is reasonably available to the Association, the Association shall not be required to give notice to such Owner or Member. Notice given to any one of multiple Owners of' any portion of the Property shall be deemed to have been given to all of such Owners.

Section 4. Titles. The titles, headings and captions which have been used throughout the Declaration are for convenience only and are not to be used in construing the Declaration or any part thereof, except as necessary with respect to any cross-referencing of any provisions of the Declaration.

Section 5. Number and Gender. Whenever the context of the Declaration requires, the singular shall include the plural and one gender shall include all.

Section 6. No Exemption. No Owner may become exempt from any obligations imposed hereby by non-use or abandonment of the Common Property or any Lot owned by such Owner.

Section 7. Consent. Except as otherwise may be specifically required by the Governing Documents or Legal Requirements, where the consent of the Owner of a Lot is necessary, and such Lot is owned by more than one Person, the consent of any one of such Owners is sufficient.

Whenever the written consent of Declarant is required for the effectiveness of some action under the Declaration in addition to any required vote of the Members of the Association, the votes in the Association allocated to Declarant shall be counted in determining the vote of the Members, the written consent requirement being in addition to the voting requirement, whether or not Declarant actually participates in the voting.

Section 8. Subdivision Combination of Lots; Plat Re-recording. A Lot may be subdivided, and the boundaries of a Lot may be altered, only with the written consent of the Owner thereof and the Declarant (during the Development Period and, thereafter, the Board), and with any prior approval required of the City. Provided, however, and notwithstanding the foregoing sentence, such written consent of the Declarant is not required for leases, deeds of correction, deeds to resolve boundary line disputes or similar corrective instruments, or deeds or other instruments granting any easement, right-of-way or license to Declarant, the Association, the City or a public utility provider, provided that the number of then existing Lots in the Property is not changed by any such action.

One or more Lots may be combined into a single Lot, and a Lot may be subdivided into two or more Lots, only with the written consent of the Owner thereof and the Declarant (during the Development Period and, thereafter, the Board). When two or more Lots are combined into one Lot, the resulting Lot shall continue to be assessed and have voting rights in the Association based on the number of Lots that were combined into one Lot. When one Lot is subdivided into two or more Lots, the resulting Lots each

shall be considered as a separate Lot, and each shall be subject to assessments and have voting rights in the Association in accordance with the assessments and voting rights then applicable to a Lot. When the boundaries of two or more such Lots are changed but the resulting number of Lots is the same as the original number of Lots, the assessments and voting rights in the Association for those resulting Lots shall continue as they were immediately prior to the change. When two or more such Lots are combined into one lot, the easements reserved by the Declaration or a Plat around the boundaries of the former Lots shall continue in effect, except that any such easements reserved along the former common boundary line(s) between the combined parcels and not actually being exercised or used by any Person shall terminate. Provided, however, it shall be the responsibility of the Owner of such resulting Lot to obtain any documentation that is necessary or requited to confirm such termination and to obtain termination or relocation of any such easements that are actually being exercised or used at the time of the combination of Lots. When a Lot is subdivided into two or more Lots, the easements established herein adjacent to the boundaries of a Lot shall apply to all of the resulting Lots.

Nothing contained herein shall prohibit or restrict the right of Declarant, during the Development Period to (i) subdivide, combine, re-subdivide or recombine, or to record or rerecord Plats relating to, any portion of the Property owned by Declarant, or (ii) to approve or disapprove such activities with respect to portions of the Property owned by other Owners. The provisions of the immediately preceding paragraph with respect to the effects of subdivision or combination of Lots are applicable to subdivision or combination of Lots owned by the Declarant unless the Declarant otherwise indicates on the plat of such subdivision or combination recorded in the Registry or in an instrument recorded in the Registry prior to the end of the Development Period.

Section 9. No Timesharing. No Dwelling in the Property shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to use or occupancy of the Dwelling rotates among participants in the program on a fixed or floating time schedule over any period of time.

Section 10. Association Contracts and Leases. All Association contracts and leases which affect or relate to the Property or any part thereof and which (i) are entered into prior to the time that the first Board elected by the Members takes office, and (ii) are not bona fide or were unconscionable to the Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the first Board elected by the Members takes office, upon not less than ninety (90) days written notice to the other parties to the contract or lease (or any different minimum time period provided for in the Act), and all such commas and leases are terminable as provided in this Section, whether or not the right of the Association to terminate is stated therein.

Section 11. Conflicts. Whenever there exists a conflict among the Governing Documents of the Association, the provisions of the Declaration and thereafter, any applicable Supplemental Declaration or Subdivision Declaration, shall control, except as to matters of compliance with the Nonprofit Corporation Act, in which event the Articles shall control. Whenever there is a conflict between the provisions of the Articles and Bylaws, the provisions of the Articles shall control. The provisions of the Bylaws shall control over any conflicting provision of any rules and regulations, Board resolutions, or Architectural Guidelines. With respect to the foregoing, specific provisions shall control general provisions, except that a construction consistent with the Act, the Nonprofit Corporation Act and the Code shall in all cases control over any construction inconsistent therewith.

The provisions of the Code control over any conflicting provisions of the Declaration and any other Governing Documents. As applicable provisions of the Code are amended, modified, revised, deleted, or moved to different sections, the Declaration is deemed to be amended so as to conform to the

provisions of the Code as they exist from time to time and are applicable to the Properties or any part thereof.

Whenever the Act, the Nonprofit Corporation Act, or the Code provides for limitations on any amount of assessments, fines, late payment fees, charges, or attorney fees that may be assessed, fined, charged, imposed, or collected by the Association, and the amount of any such assessment, fine, late payment fee, charge, or attorney fee allowed or authorized by the Declaration or other Governing Documents (including any assessment, fine, late payment fee, charge, or attorney fee amount established by the Board as allowed by the Declaration or other Governing Documents) exceeds the applicable limitation of the Act, the Nonprofit Corporation Act, or the Code, unless the applicable limitation specified by the Act, the Nonprofit Corporation Act, or the Code is a mandatory limitation that cannot be exceeded by provisions in the Declaration or other Governing Documents allowing or providing for the possibility of a greater amount than the applicable limitation otherwise allows, the provisions of the Declaration or other Governing Documents control and are deemed to constitute an express provision contrary to the limitation contained in the Act, the Nonprofit Corporation Act, or the Code. The provisions of the Act and Nonprofit Corporation Act shall in all cases control over any conflicting provisions of the Code. The Governing Documents shall be construed together with the construction that avoids, as far as possible, conflicts among them.

For the purposes of this Article and any other references in the Declaration to similar conflicts, a 'conflict' is a situation in which the provisions in question cannot be reconciled or where enforcement of one provision necessarily would prohibit enforcement of another provision - for example, where one provision allows a certain action, and the other provision prohibits the same action. Two provisions that are different, but not mutually exclusive or prohibitive of each other do not constitute a conflict for the purposes of this Article - for example, where Legal Requirements or the Declaration requires a certain minimum Dwelling setback distance, and the Subdivision Declaration requires a greater distance for the same Dwelling setback distance. In this different Dwelling setback distance example, there is no conflict, and the Subdivision Declaration would control.

Section 12. Assignment. Declarant specifically reserves the right, in Declarant's sole discretion, to assign temporarily or permanently any or all of its rights, privileges, powers and/or obligations under the Declaration or under any Supplemental Declaration or Subdivision Declaration, including assignment of any or all of same as security for any obligation of Declarant to any Person. Except as otherwise provided in this Section, no such assignment shall be effective unless (i) it is in writing, (ii) it is executed by the assignee, (iii) it is recorded in the Registry or other governmental entity office required under Legal Requirements, with the date of recording or such later effective date stated in the assignment being the effective date thereof (and the terms of the recorded assignment shall be conclusive and binding as to the matters assigned), and (iv) if it purports to assign any obligations of the Declarant to complete initial capital improvements within the Subdivision required by the Subdivision Plan or other Legal Requirements, it describes the specific obligations assigned.

Upon Declarant's request, the Association shall execute any such assignment by Declarant to the Association, but Declarant may not assign to the Association any obligation to complete initial capital improvements within the Property required by the Subdivision Plan or other Legal Requirements. With respect to assignments described in any instrument under which Declarant rights specifically or impliedly are given as security for an obligation of Declarant, the terms of such instrument shall control over the provisions of this Section, including execution and recording requirements and the matters assigned thereby. Upon any completed foreclosure sale pursuant to any instrument under which the Declarant rights become security for an obligation, or the recording or filing of a deed or other instrument in lieu of foreclosure, the purchaser at the foreclosure sale, or the grantee under any deed or other instrument in lieu of foreclosure, shall receive the rights, privileges, powers and/or obligations that were assigned as security

for the Declarant's obligation, unless the foreclosure documents or conveying document specifically exclude such rights, privileges, powers and/or obligations.

Notwithstanding anything to the contrary in this Section, with respect to the Common Area (including Common Property and Stormwater Control Measures) and utilities in the Property, Declarant may assign to the Association, and the Association shall accept assignment of and execute the assignment document with respect to, any or all of the following in whole or in part, including the costs thereof: all rights, duties, liabilities, obligations and indemnities of the Declarant under all permits issued by the City or any provider of utilities to any part or all of the Property, and/or under all agreements between the Declarant and the City or any provider of utilities to any part or all of the Property, with respect to maintenance of the Common Area and/or utilities in the Property. Provided, however, and notwithstanding the foregoing, Declarant may not assign to the Association any of its obligations or liabilities or indemnities directly related to the improvements for the initial installation of Common Property, Stormwater Control Measures and/or utilities and/or publicly dedicated street in the Subdivision as required by the City or a utility provider for development of the Property in accordance with a Subdivision Plan, including warranties for construction of such improvements, if any, required by any governmental entity or utility provider prior to its acceptance of maintenance responsibility, if any, for such improvements (it being recognized that one or more of such improvements may not be of a type that are accepted for maintenance by a governmental entity or utility provider). Declarant shall have the authority to resolve any dispute as to what rights, duties, liabilities, obligations and/or indemnities can be assigned to the Association pursuant to this paragraph.

Section 13. Costs and Reasonable Attorneys' Fees. In any action to enforce the provisions of any Governing Documents, the court may award reasonable attorneys' fees to the prevailing party, even if such action is settled prior to any trial, judgment or appeal. It also is the specific intent of this Section that it constitutes the allowance of the award of reasonable attorneys' fees as required under Section 47F-3-120 of the Act.

Section 14. Actions Against Declarant. The affirmative vote or consent of the Members that is equal to or greater than sixty seven percent (67%) of the total number of votes in the Association first shall be required prior to the Association doing any or all of the following with respect to the Declarant or any successor Declarant, regardless of whether such Person is the Declarant at the time the Association takes the action or obtains the necessary vote or consent required to take such action: (i) file a complaint, on account of any act or omission of Declarant, with any governmental entity which has regulatory or judicial authority over the Properties or any part thereof; or (ii) assert a claim against Declarant or sue Declarant in any court of law or equity or before any administrative or other board or committee or branch of any Governmental Entity, or request legal or equitable relief against Declarant.

Section 15. Rule Against Perpetuities. As provided in Section 47F-2-103(b) of the Act, the rule against perpetuities may not be applied to defeat any provision of the Declaration, or the Bylaws, rules, or regulations adopted pursuant to Section 47F-3-102(1) of the Act. In the event of the absence of the protection of Section 47F-2-103(b) of the Act, if the Declaration or any provision thereof violates any applicable Rule Against Perpetuities, the Declaration or such provisions shall be deemed reformed to continue in effect for the maximum period of time that the Declaration or such provision could exist without violating such applicable Rule Against Perpetuities.

Section 16. Reserved Rights. Whenever the Declaration reserves a right for, or requires or authorizes a consent, approval, variance or waiver by, Declarant during the Development Period, and thereafter confers such right upon, or requires or authorizes such approval or waiver by, the Association or Board, the applicable right may be exercised, or the applicable approval or variance or waiver may be given, only by Declarant (or its assigns, which may include the Board) during the applicable period, and,

thereafter; only by the Board or its authorized designee (unless a vote or consent of the Members of the Association also is required or alone is required).

Section 17. Legal Requirements. All Governing Documents shall be subject to and construed in accordance with all Legal Requirements, including all applicable provisions of the Code. It shall be the responsibility of each Owner to comply with all Legal Requirements, whether or not any approval, disapproval, waiver or valiance of the terms of any Governing Documents has been given by Declarant, the Association or the ACC. It is the express intention of the Governing Documents to comply with the Act, and any provisions of the Governing Documents that are not in compliance with the Act shall be deemed reformed from time to time to comply therewith. Provided, however, it also is the intention of the Governing Documents that, unless its provisions violate the Act, such provisions shall control, and, as far as reasonably possible, the provisions of the Governing Documents shall be construed in such manner as to be consistent with, and not in violation of, the Act.

Section 18. Marketable Title Act. It is the intention of the Declarant that the Declaration exist and continue until terminated as provided herein, and that it constitute an exception to any automatic termination or expiration provision that might be applicable under the Real Property Marketable Title Act as contained in Chapter 47B of the North Carolina General Statutes, or under any successor or replacement statute or any other Legal Requirement that would or could terminate the Declaration other than in the manner provided for termination herein. Accordingly, the Association, in its discretion, may re-record in the Registry the Declaration or some memorandum or other notice hereof in order to continue the Declaration in full force and effect and/or to qualify the Declaration as an exception to any such automatic termination or expiration provision of the Real Property Marketable Title Act or any other Legal Requirement.

Section 19. Exhibits For Lots 1 through 32, 55 and 56 in Phase 1 of the Community. For purposes of clarity, Declarant hereby discloses to the Owner(s) of Lots 1 through 32, 55 and 56 in Phase 1 of the Community the following:

(a) Lots 1 through 19 are subject to the utility easement(s) depicted on Exhibit A attached hereto.

(b) Lots 20 through 26 are subject to the Wetland Buffer, Coastal Shoreline Setback and/or CAMA Area of Environmental Concern depicted on Exhibit B attached hereto.

(c) Lots 27 through 32 are subject to the Planted Buffer and/or Willow Street Buffer depicted on Exhibit B attached hereto.

(d) Lots 55 and 56 are subject to Greenway Easement and Planted Buffer depicted on Exhibit C attached hereto.

[The remainder of this page is intentionally left blank. Signature page immediately follows.]

IN WITNESS WHEREOF, Declarant has caused this declaration to be executed by their authorized person on this the _____ day of _____, 2022.

BLUE TREASURE LLC,
a North Carolina limited liability company

By:_____
Name:_____
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF_____

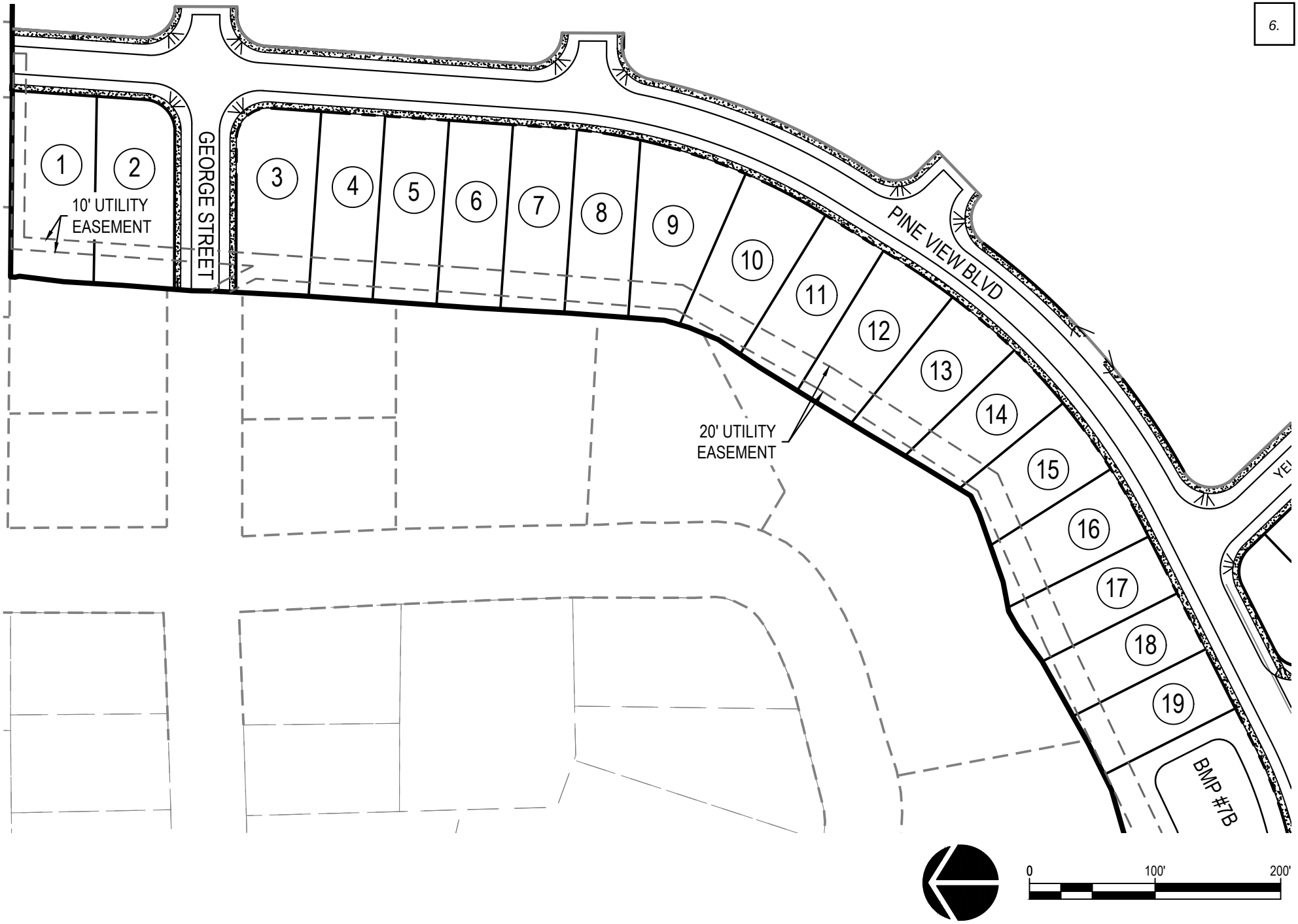
I, a Notary Public, certify that _____ personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Manager of Blue Treasure LLC, a North Carolina limited liability company.

Witness my hand and official seal, this ___ day of _____, 2022.

_____
Notary Public

My commission expires _____

[NOTARIAL/OFFICIAL SEAL]



BEAU COAST WEST PH 1

BEAUFORT CARTERET COUNTY NC

UTILITY AND MAINTENANCE EAS TS AFFECTING LOTS 1-19 EXHI

WithersRavenel

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Exhibit A-1

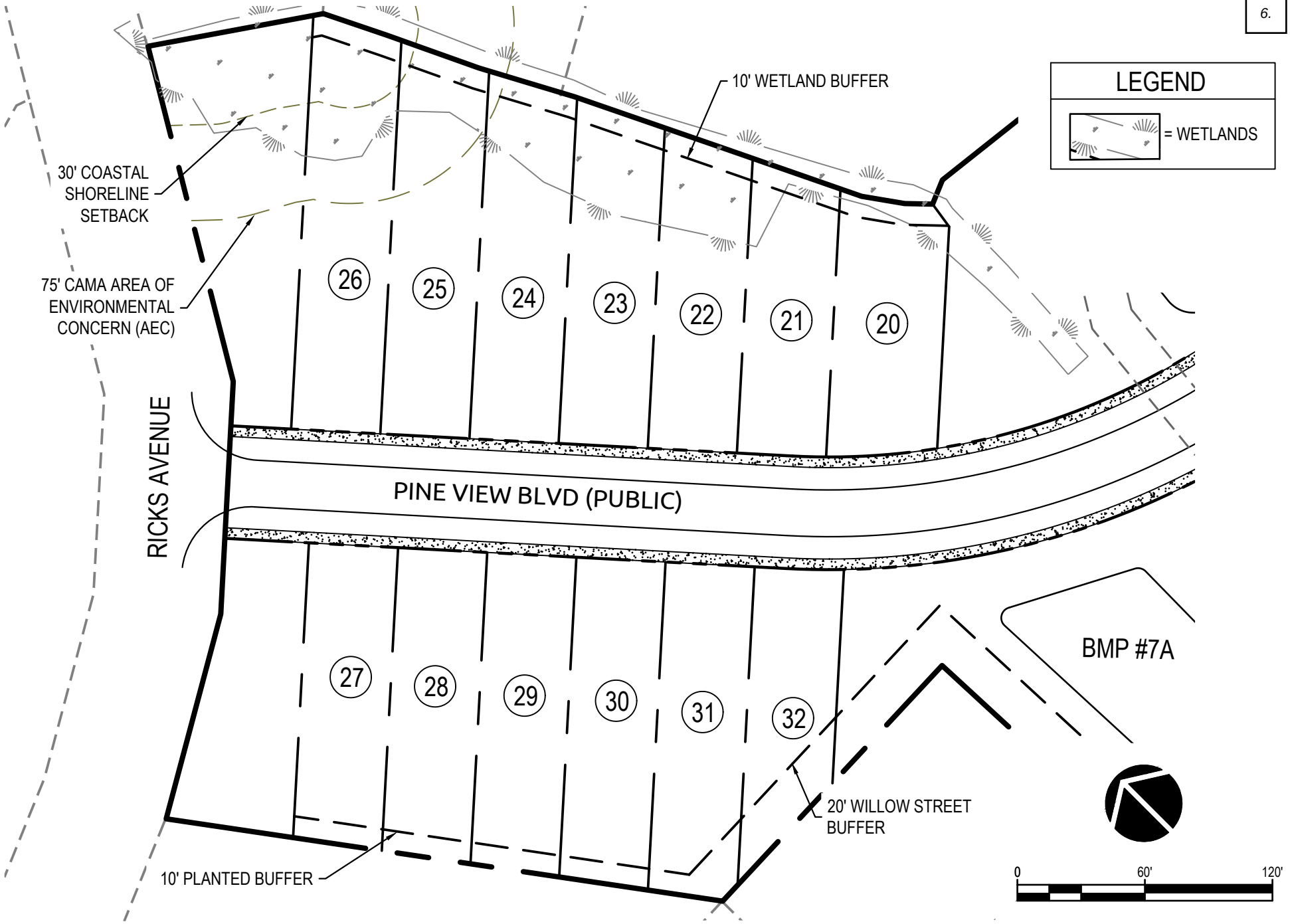
Legal Description of Property

BEING all of that certain real property, including but not limited to all of Lots 1-90, inclusive, as shown on that map entitled "SUBDIVISION MAP OF BEAUFORT EAST VILLAGE PHASE 1 PROPERTY OF BLUE TREASURE LLC", prepared by Rudolf A. Vandervelde, Jr., PLS of WithersRavenel, dated March 28, 2022, and recorded in Map Book _____, Page _____, in the office of the Register of Deeds, Carteret County, North Carolina.

Exhibit A-2

Additional Property

Being all or any real property that either is contiguous to any boundary of the Properties or is located within two (2) miles of any boundary of the Properties as such boundaries are constituted at the time of the annexation of such real property to this Declaration.



BEAU COAST WEST PH 1

BEAUFORT CARTERET COUNTY NC

WETLANDS AFFECTING LOTS 2[illegible]x
PLANTED BUFFER FOR LOTS
EXHIBIT B

WithersRavenel

K:\0808-097\0809\0809.20 Beaufort East Village Ph 1\CAD\Exhibit\Perimeter Screening Exhibits\BCW Perimeter Screening Exhibits.dwg, April 7, 2022 - BOYD, JOSEPH

Exhibit B-1

SHORT-TERM RENTAL COMMUNITY

Notwithstanding that many Owners may reside in their Dwellings full-time, the Community is also a rental Community allowing for the rental of Dwellings, including the short-term rental thereof, as provided in this Declaration (including in this Exhibit B-1).

Applicability. The provisions of this Exhibit B-1 shall be applicable to the entire Community, but shall not be applicable to Declarant or any Builder.

Occupancy. Each Unit may be used as a temporary residential dwelling, in accordance with all applicable Legal Requirements. Notwithstanding the foregoing, in no event shall occupancy (except for temporary occupancy by visiting guests) exceed that which is permitted by Legal Requirements. Each tenant or occupant shall comply with the covenants, terms, conditions, restrictions of this Declaration and any and all Rules and Regulations of the Association, including, without limitation, any and all regulations and/or procedures, if any, adopted regarding mandatory check-in for Owners, lessees, occupants and residents; coordination of any charging privileges the Association may elect to afford Owners, their guests, invitees, or tenants; and any other matters reasonably necessary to: (i) allow Owners, lessees, occupants and guests to be well integrated in a rental program structure and operation; (ii) ensure that Dwellings and the use and occupancy thereof by Owners, lessees, occupants and guests are integrated to the extent contemplated by this Declaration; and (iii) ensure that all operations may be conducted in an efficient manner.

No Nuisance; Work in the Community. A short-term rental with transient guests, which shall be deemed any rental term that is less than 30 days, and the associated movement in and out of the same, shall not in and of themselves constitute a nuisance in the Community. Each Owner by acceptance of a deed to their Lot and Dwelling, agrees and acknowledges that any and all activities in any way related to the operation of the Community in whole or in part as a short-term rental community shall not be deemed a nuisance. Except during the initial build-out of the Community by Declarant and Builders, the Association shall have the right to establish non-discriminatory restrictions on any and all Persons performing work within the Community, including without limitation by (i) restricting the hours during which work may be performed and restricting access of contractors to certain areas, (ii) requiring that all Persons performing any work have all necessary licenses and permits to perform the work (iii) requiring that all Persons performing any work have adequate insurance coverage and the Association is named additional insured on such policy(ies) and (iv) requiring a security deposit or other collateral to protect against damage that may be caused during such work.

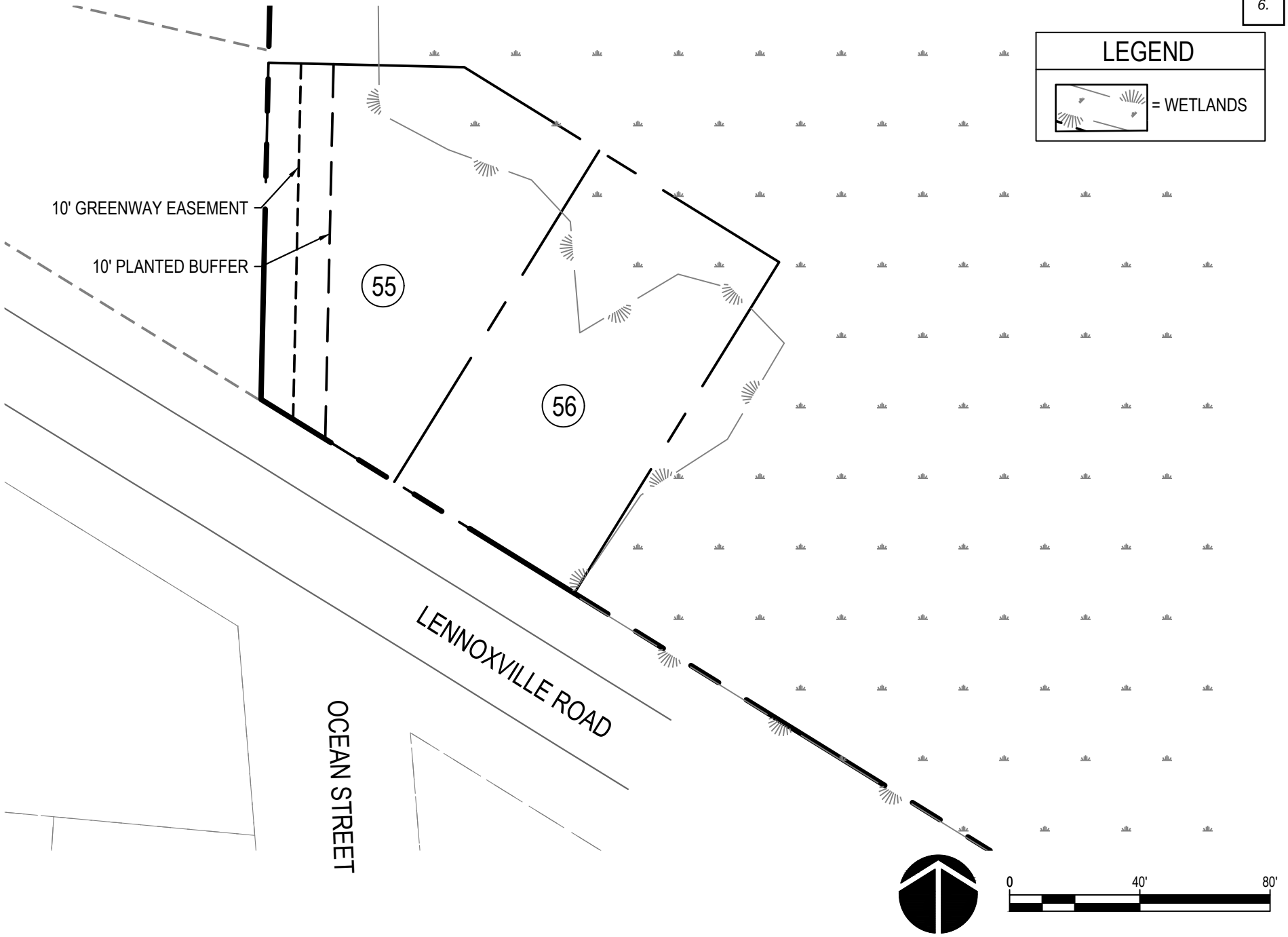
Leases. It is intended that the Dwellings may be used for short-term rentals. A such, leasing of Dwellings shall not be subject to the approval of the Association, or subject to any other limitations, other than as expressly provided herein. Accordingly, there shall be no minimum lease term, nor any maximum number of times that a Dwelling may be leased. The Owner of a Dwelling will be jointly and severally liable with the lessee or occupant of the same to the Association for any amount that is required by the Association, to repair any damage to the Common Area (including any Recreational Amenities) resulting from acts or omissions of lessees

or occupants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the lessee or occupant, and special individual assessments may be levied against the Lots/Dwellings therefor. All tenancies are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease. It is expressly understood and agreed that rental of Lots/Dwellings for any term is expressly authorized and permitted.

Designation of Leasing Agent. Although Dwellings shall be leased without the prior written approval of the Association, the Owner of a leased Dwelling is required to provide to the Association, prior to the commencement of the lease, the name and contact information for the firm or individual representing the Owner as the Owner's leasing agent. All leases shall provide the Association shall have the right to terminate the respective lease in the event of a default by the Owner under this Exhibit B-1, or in the event that the Owner's lessee fails to observe the provisions of this Declaration or the Rules and Regulations adopted by the Board.

Extended Vacation and Absences. In the event a Dwelling will be unoccupied for an extended period, the Dwelling must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Dwelling; and (iii) designating a responsible firm or individual to care for the Dwelling, should the Dwelling suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Dwelling.

End of Exhibit B-1



BEAU COAST WEST PH 1

BEAUFORT CARTERET COUNTY NC

PLANTED BUFFER FOR LOTS 55 AND 56 EXHIBIT

193

WithersRavenel

K:\0808-097\0809\05 20 Beaufort East Village Ph 1\CAD\Exhibits\Perimeter Screening Exhibits\BCW Perimeter Screening Exhibits.dwg, April 7, 2022 - BOYD, JOSEPH

Town of Beaufort, NC
701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY:	Items for Discussion and Consideration
SUBJECT:	Case # 19-19 Site Plan - Compass Hotel - 18 Month extension request/Re-approval

BRIEF SUMMARY:

The Site Plan was approved in November 2019 by the Board of Commissioners and expired in May of 2021 due to half of the improvements not being completed. There have been no changes to the November 2019 plans except for requirements from the Historic Commission. Also, all environmental development permits are current and have not expired.

In February 2020, a Certificate of Appropriateness was approved for the demolition of two existing structures, the removal of several existing trees, and installation of new screening/fencing with landscaping and construction of a new parking area on Cedar Street. To date the structures have been demolished however the screening/buffering has not been installed.

At their April 18th, 2022 meeting the Planning Board unanimously recommended approval of the Site Plan with the recommend condition that the buffer adjacent to the neighbors on the south side parking area, previously approved by the Historic Commission to be installed immediately.

REQUESTED ACTION:

Decision on the Proposed Site Plan

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

STAFF REPORT

To: The Honorable Mayor & Board of Commissioner's

From: Kyle Garner, AICP

Date: April 12, 2022

Project Compass Hotel - Site Plan – 103, 113, 115 & 208 Cedar Street and 319 Orange Street

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THE QUESTION: To recommend approval or denial for the 18 month re-approval/extension for the Compass Hotel site plan.

BACKGROUND:

The Site Plan was approved in November 2019 by the Board of Commissioners and expired in May of 2021 due to half of the improvements not being completed. There have been no changes to the November 2019 plans except for requirements from the Historic Commission. Also, all environmental development permits are current and have not expired.

In February 2020, a Certificate of Appropriateness was approved for the demolition of two existing structures, the removal of several existing trees, and installation of new screening/fencing with landscaping and construction of a new parking area on Cedar Street. To date the structures have been demolished however the screening/buffering has not been installed.

At their April 18th, 2022 meeting the Planning Board unanimously recommended approval of the Site Plan with the recommend condition that the buffer adjacent to the neighbors on the south side parking area, previously approved by the Historic Commission be installed immediately.

Location:	103, 113, 115 & 208 Cedar Street and 319 Orange Street
Owners:	Beaufort Partners, LLC
Requested Action:	To recommend approval or denial to the Board of Commissioners
Existing Zoning	BW, B-1 & R-8
Pin #:	730617117934000, 730617114760000, 730617115739000, 730617114784000, 730617115739000
Size:	2.80 acres
Amount of Open Space:	.62 acres
Existing Land Use:	Beaufort Yacht Basin & Marina

PUBLIC UTILITIES & WORKS:

Water:	Town of Beaufort
Sanitary Sewer:	Town of Beaufort

OPTIONS:

1. Decision on the Site Plan.

ATTACHMENTS:

Attachment A - Vicinity & Zoning Map
Attachment B- Aerial Map
Attachment C - Compass Suites - Site Development Plan
Attachment C - Cedar Street Parking Lot-Rev - HPC COA
Attachment C - SITE LIGHTING PLAN - HPC COA
Attachment C - Lighting Specs - HPC COA
Attachment D - Landscaping Calculation Sheets
Attachment E - Letter from NCDOT Regarding the design
Attachment F –Letter requesting an extension of Site Plan Approval

Staff Comments:

The site plan has been reviewed and approved by the Town's Technical Review Committee which consist of the Fire, Police, Public Works & Public Utilities Departments as well as the Town Engineer and Planning. Other groups involved include NCDOT, and the State Historic Preservation Office in Raleigh.

- Landscaping - The proposed vegetative plan for both parking areas exceed the requirements of the Land Development Ordinance and the applicant has submitted the required sheets (attached giving the breakdown of those requirements). Also, the current plan shows parking, landscaping and the required 8' grass strip on the south side of Cedar Street within the existing NCDOT Right of Way. However, NCDOT has transferred 20' of Right of Way to adjacent owners (See Attached Letter and Map from NCDOT Division Engineer, Preston Hunter) which eliminates this conflict and makes the parking, landscaping and 8' planting strip conforming.
- Stormwater - As part of the design review process Staff encouraged the developer to include pervious pavement in the southern parking area in an effort to mitigate any stormwater impacts on the existing drainage system. The developer did include this suggestion in their plans and is shown as a shaded area and notated as being permeable paving. Also included is an infiltration basin on the southern Cedar Street lot which as shown on the plans will include a Type "A" Buffer to include a 6' high opaque fence and landscaping adjacent to adjacent property owners.
- Parking – A parking table is provided below providing a clearer picture of what is required and provided.

PARKING TABLE	Required Spaces	Provided Spaces
Hotel*	85	93
Marina **	15	15
Public	-	24

*The requirement for the hotel is 85 spaces (1 space for each room + 5 = 106 – 20% = 85 this is due to the structure being over 25,000 square feet in area and a reduction of 20% required per Section 13-B-4 of the land development ordinance).

**The amount required for the marina is 15 spaces (One space per every 4 slips – this amount was based on the standard the marina was developed under as part of previous Zoning Ordinance, the current ordinance requires 1 space for every 3 slips).

Public Parking (24 spaces) have also been shown on the west side of Orange Street and north side of Cedar Street. This parking is for the general public and can be used by Discovery Diving, Bull's Prop Shop or those using the future Cedar Street Park.

SECTION 13 Parking Requirements

A) ***Intent.***

These regulations are intended to provide off-street parking, stacking, and loading facilities in proportion to the need created by each use. These regulations are intended to provide for accommodation vehicles in a functionally and aesthetically satisfactory manner and to minimize external effects on adjacent land uses.

B) ***Number of Parking Spaces Required.***

1) Limitations.

All developments in all zoning districts other than the Historic Business District and the Historic Waterfront Business District (H-BD & H-WBD) shall provide a sufficient number of parking spaces to accommodate the number of vehicles which ordinarily are likely to be attracted to the development in question. For any mixed-use development created after the adoption of this Ordinance who cannot meet the residential off-street parking requirement for their proposed development, the owner/developer shall be required to contribute $10,000 per parking space needed into a parking fund which will be used by the Town to acquire property as it becomes available for off-street parking for these residential purposes.

2) Presumptions.

The presumptions established by this section are established in all other zoning districts:

a) A development must comply with the parking standards set forth in subsection B-4 of this section to satisfy the requirement stated in subsection B-1of this section; and,

b) Any development which meets these standards is in compliance. However, Table 13-1 of this section is only intended to establish a presumption of parking demand and should be flexibly administered, as provided in subsection C of this section.

3) Standards.

Standards set forth in Table 13-1 of this section are indicated by the respective land uses associated within the development. When a determination of the number of parking spaces required by this table results in a fractional parking space, any fraction of one-half or less may be disregarded, while a fraction in excess of one-half shall be counted as one additional parking space.

4) Table of Parking Requirements.

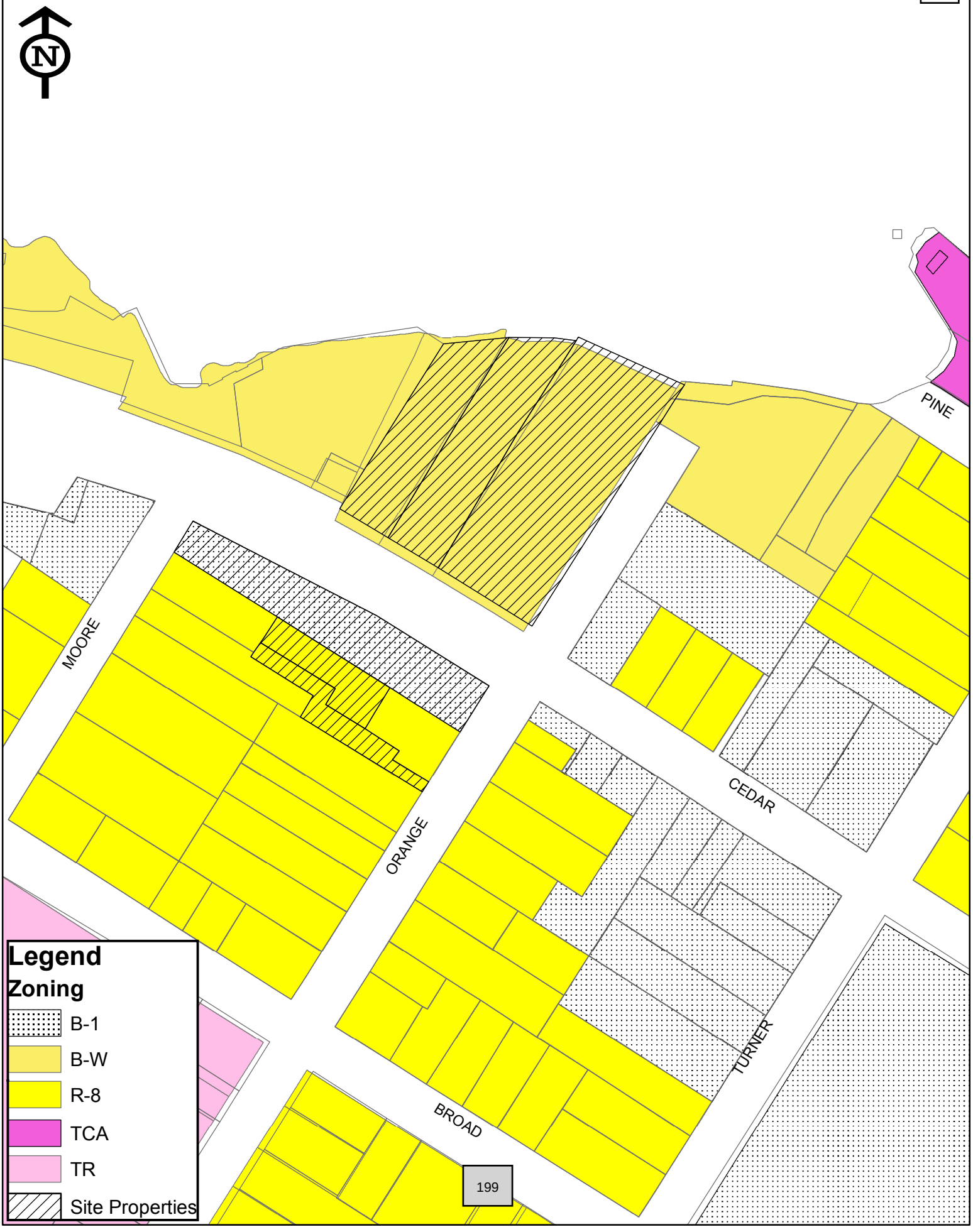
Table 13-1 of this section shall prescribe the number of parking spaces required for the respective uses when the existing or proposed development is less than twenty-five thousand square feet (25,000 ft^2). For all existing, proposed, or combination thereof of development which is twenty-five thousand square feet (25,000 ft^2) or more, there shall be a corresponding twenty percent (20%) decrease in the number of parking spaces required for this actual use. Table 13-1of this section cannot and does not cover every possible situation which may arise. Therefore, in cases not specifically covered, the permit issuing authority is authorized to determine the parking requirements using the following table as a guide.

G) ***Joint Use of Required Parking Spaces.***

1) One parking area may contain required spaces for several different uses however, except as otherwise provided in this section, the required spaces allocated for one use may not be credited to any other use.

2) To the extent developments wish to make joint use of the same parking spaces and who operate at different times of the day or week, the same spaces may be credited to both uses. For example, if a parking lot is used in connection with an office building Monday through Friday during regular business hours but is generally ninety percent (90%) vacant on weekends and another development which operates primarily on the weekends would use the business parking lot the secondary development could be credited with the ninety percent (90%) of the spaces on such lot for weekend use. Or if a place of worship's parking lot is generally occupied at fifty percent (50%) or less capacity only on days other than the days of worship, another development could make use of the unused fifty percent (50%) of the lots spaces of the place of worship on days other than those used as days of worship.

Vicinity & Zoning Map for Compass Hotel - 208 Cedar Street



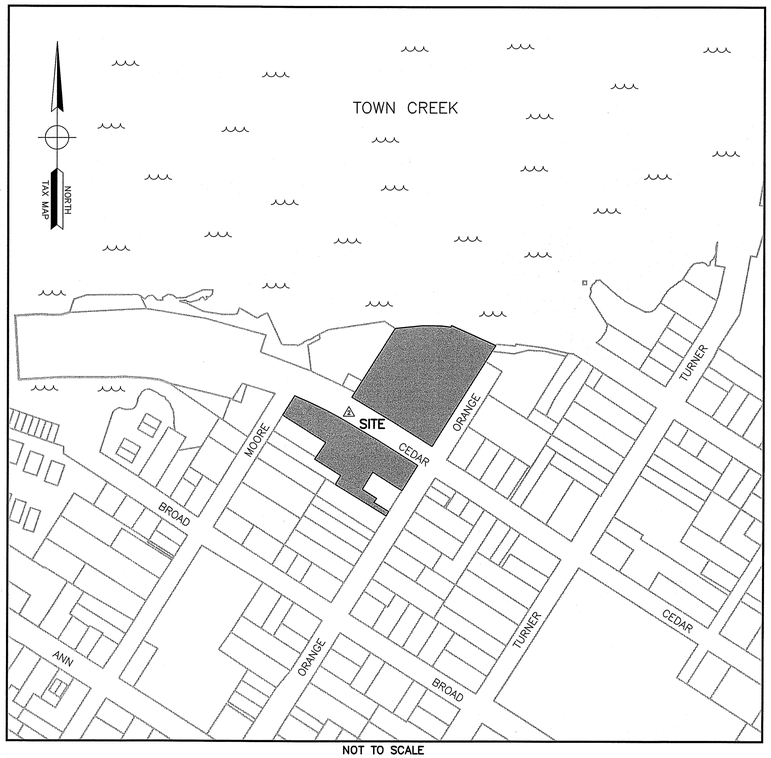
Overhead Map for Compass Hotel - 208 Cedar Street

SHEET 1 OF 12
SITE DEVELOPMENT PLANS

COMPASS
MARGARITAVILLE HOTELS & RESORTS

BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

DEVELOPER: BEAUFORT PARTNERS, LLC
P.O. BOX 14165
NEW BERN, NC 28561
(252) 635-7476
DATE: JUNE 20th, 2019.



NOT TO SCALE

SHEET INDEX

SHEET 1 OF 12 – COVER SHEET & SITE PLAN GENERAL NOTES
SHEET 2 OF 12 – HOTEL & AMENITIES BOUNDARY, TOPOGRAPHIC SURVEY & DEMOLITION PLAN
SHEET 3 OF 12 – PARKING LOT BOUNDARY, TOPOGRAPHIC SURVEY & DEMOLITION PLAN
SHEET 4 OF 12 – HOTEL & AMENITIES SITE & STAKING PLAN
SHEET 5 OF 12 – PARKING LOT SITE & STAKING PLAN
SHEET 6 OF 12 – HOTEL & AMENITIES GRADING, PAVING, STORM DRAINAGE, EROSION CONTROL & UTILITIES PLAN
SHEET 7 OF 12 – PARKING LOT GRADING, PAVING, STORM DRAINAGE & EROSION CONTROL PLAN
⚠ SHEET 8 OF 12 – STORMWATER MANAGEMENT PLAN & DETAILS
SHEET 9 OF 12 – HOTEL & AMENITIES SITE VEGETATION PLAN
SHEET 10 OF 12 – PARKING LOT SITE VEGETATION PLAN
SHEET 11 OF 12 – WATER SYSTEM DETAILS
SHEET 12 OF 12 – EROSION CONTROL NOTES & DETAILS

⚠ LEGEND

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= AREA TO BE DEMOLISHED
= TREE
= TYPICAL RAMP

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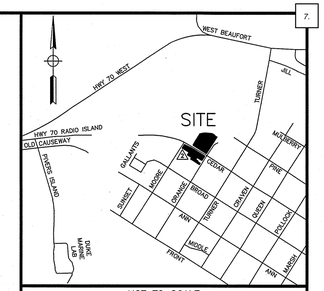
1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.



NOT TO SCALE
VICINITY MAP

⚠ GENERAL NOTES

1. A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE CARTERET COUNTY FIRM 3720730600J, DATED JULY 16, 2003. BFE = 6.0' (NAVD 88), 7.04 (NGVD 1929).
2. REFERENCE: DEED BOOK 879, PAGE 793, DEED BOOK 937, PAGE 309, DEED BOOK 1449, PAGE 1, DEED BOOK 1259, PAGE 284 & DEED BOOK 1438, PAGE 496 OF THE CARTERET COUNTY REGISTER OF DEEDS.
3. THE WATER AND SEWER SYSTEM TO UTILIZED BY THE SITE AND ALL IMPROVEMENTS RELATING TO THE CONNECTION TO SUCH SYSTEM SHALL MEET ALL THE REQUIREMENTS OF THE TOWN'S PUBLIC UTILITIES DEPARTMENT.
4. PUBLIC SIDEWALKS SHALL BE CONSTRUCTED, AS PER TOWN STANDARDS, IN ACCORDANCE WITH THE TOWN'S ADOPTED MANUAL FOR DESIGN AND CONSTRUCTION OF STREETS, WATER AND WASTEWATER SYSTEMS.
5. ALL UTILITIES WILL BE UNDERGROUND.
6. ALL REQUIRED IMPROVEMENTS TO BE BUILT IN ACCORDANCE WITH THE TOWN OF BEAUFORT.
7. TRASH COLLECTION TO BE PROVIDED BY PRIVATE CONTRACTOR.
8. STORMWATER MANAGEMENT PLAN IS REQUIRED.
9. EROSION CONTROL PLAN IS REQUIRED.
10. NCDOT DRIVEWAY PERMIT IS REQUIRED.
11. ANY UNUSED DRIVEWAYS MUST BE CLOSED IN ACCORDANCE WITH THE TOWN OF BEAUFORT DRIVEWAY ORDINANCE.
12. NCDOT ENCROACHMENT AGREEMENT IS REQUIRED.
13. WATER AND SEWER SERVICES TO BE SCHEDULE 40 PVC, (PRIVATE).
14. EXISTING UNUSED WATER AND/OR SEWER SERVICES SHALL BE ABANDONED IN ACCORDANCE WITH TOWN OF BEAUFORT STANDARDS.
15. AGGREGATE BASE COURSE SHALL BE TYPE ABC CONFORMING TO DIVISION 5, SECTION 520 OF THE NCDOT STANDARD SPECIFICATIONS DATED 2018.
16. BITUMINOUS CONCRETE SURFACE SHALL BE TYPE S–9.5C CONFORMING TO DIVISION 10, SECTION 610 OF THE NCDOT STANDARD SPECIFICATIONS DATED 2018.
17. CONCRETE SIDEWALKS SHALL BE IN ACCORDANCE WITH DIVISION 8, SECTION 848 OF THE NCDOT STANDARD SPECIFICATIONS.
18. CONTRACTOR SHALL NOTIFY PUBLIC WORKS, STREET MAINTENANCE DIVISION 48 HOURS PRIOR TO MAKING CONNECTIONS TO EXISTING STORM DRAINS LOCATED WITHIN PUBLIC STORM DRAINAGE EASEMENTS OR RIGHT–OF–WAY.
19. GRADING SHALL BE IN ACCORDANCE WITH DIVISION 2, SECTION 226 "COMPREHENSIVE GRADING" OF THE NCDOT STANDARD SPECIFICATIONS DATED JANUARY 2018.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ANY EXISTING UTILITIES AND SHALL NOTIFY NC ONE CALL (1–800–632–4949) AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION IN ORDER THAT EXISTING UTILITIES IN THE AREA MAY BE FLAGGED OR STAKED.
21. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR THE CONSTRUCTION OF THE ROADWAY, DRAINAGE, WATER UTILITIES AND SEEDING FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE AND FINAL PAYMENT FROM THE OWNER.
22. FIRE SPRINKLER SYSTEM IS REQUIRED.
23. PARKING LOT WILL BE STRIPED IN ACCORDANCE WITH THIS PLAN.
24. ALL ELEVATIONS ARE RELATIVE TO NATIONAL GEODETIC VERTICAL DATUM. (NGVD 1929).
25. PARKING AREA LIGHTING, FENCING, BUFFERING, ETC. IS DEPENDENT UPON BCHP AND COA.
26. CAMA PERMIT APPLICATION IS IN PROCESS.

⚠ CONSTRUCTION NOTES

1. PAVED AREAS SHALL BE COMPACTED TO 95% MAXIMUM DRY DENSITY EXCEPT FOR THE TOP 6" OF SUBGRADE WHICH SHALL BE COMPACTED TO 100% MAXIMUM DRY DENSITY IN ACCORDANCE WITH AASHTO–T99.
2. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH DIVISION 2 – "EARTHWORK" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
3. ALL PIPE CULVERTS SHALL BE IN ACCORDANCE WITH DIVISION 3 – "PIPE CULVERTS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
4. ALL MAJOR STRUCTURES SHALL BE IN ACCORDANCE WITH DIVISION 4 – "MAJOR STRUCTURES" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
5. ALL SUBGRADE, BASES AND SHOULDERS SHALL BE IN ACCORDANCE WITH DIVISION 5 – "SUBGRADE, BASES AND SHOULDERS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
6. ALL ASPHALT PAVEMENTS SHALL BE IN ACCORDANCE WITH DIVISION 6 – "ASPHALT PAVEMENTS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
7. ALL CONCRETE PAVEMENTS AND SHOULDERS SHALL BE IN ACCORDANCE WITH DIVISION 7 – "CONCRETE PAVEMENTS AND SHOULDERS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
8. ALL INCIDENTALS SHALL BE IN ACCORDANCE WITH DIVISION 8 – "INCIDENTALS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
9. ALL SIGNING SHALL BE IN ACCORDANCE WITH DIVISION 9 – "SIGNING" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
10. ALL MATERIALS SHALL BE IN ACCORDANCE WITH DIVISION 10 – "MATERIALS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
11. ALL SELECT FILL MATERIALS SHALL BE IN ACCORDANCE WITH DIVISION 10, SECTION 1016 – "SELECT MATERIALS" OF THE NCDOT STANDARD SPECIFICATIONS FOR SELECT MATERIALS: CLASS III, TYPE 2. DATED JANUARY 2018.
12. ALL WORK ZONE TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH DIVISION 11 – "WORK ZONE TRAFFIC CONTROL" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
13. ALL PAVEMENT MARKINGS, MARKERS AND DELINEATION SHALL BE IN ACCORDANCE WITH DIVISION 12 – "PAVEMENT MARKINGS, MARKERS AND DELINEATION" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
14. ALL LIGHTING SHALL BE IN ACCORDANCE WITH DIVISION 14 – "LIGHTING" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
15. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH DIVISION 15 – "UTILITY CONSTRUCTION" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
16. ALL EROSION CONTROL AND ROADSIDE DEVELOPMENT SHALL BE IN ACCORDANCE WITH DIVISION 16 – "EROSION CONTROL AND ROADSIDE DEVELOPMENT" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
17. ALL SIGNALS AND INTELLIGENT TRANSPORTATION SYSTEMS SHALL BE IN ACCORDANCE WITH DIVISION 17 – "SIGNALS AND INTELLIGENT TRANSPORTATION SYSTEMS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
18. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR THE CONSTRUCTION OF THE ROADWAY, DRAINAGE, WATER UTILITIES AND SEEDING FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE AND FINAL PAYMENT FROM THE OWNER.

⚠ REVISED: 08–19–19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED VICINITY MAPS TO SHOW UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET
⚠ REVISED: 07–16–19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED GENERAL NOTES
UPDATED CONSTRUCTION NOTES & LEGEND
ADDED STORMWATER PLAN SHEET TO PLAN SET

Baldwin Design Consultants, PA
LICENSE# C–3498
ENGINEERING – SURVEYING – PLANNING
1700–D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858
252.756.1390
email: admin@baldwindesignconsultants.com

Y:\DRAWINGS\07–160 Beaufort Yacht Club\HOTEL–2017\SHEETS\COVER.dwg Mon, Aug 19, 2019–11:57am RWELLS FB 536, PG 132

SITE DATA

TOTAL AREA IN TRACTS ..... 2.800 ACRES
EXISTING LAND USE ..... CLUB HOUSE & PARKING
ZONING CLASSIFICATION ..... B-W, B-1 & R-8

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= TYPICAL RAMP

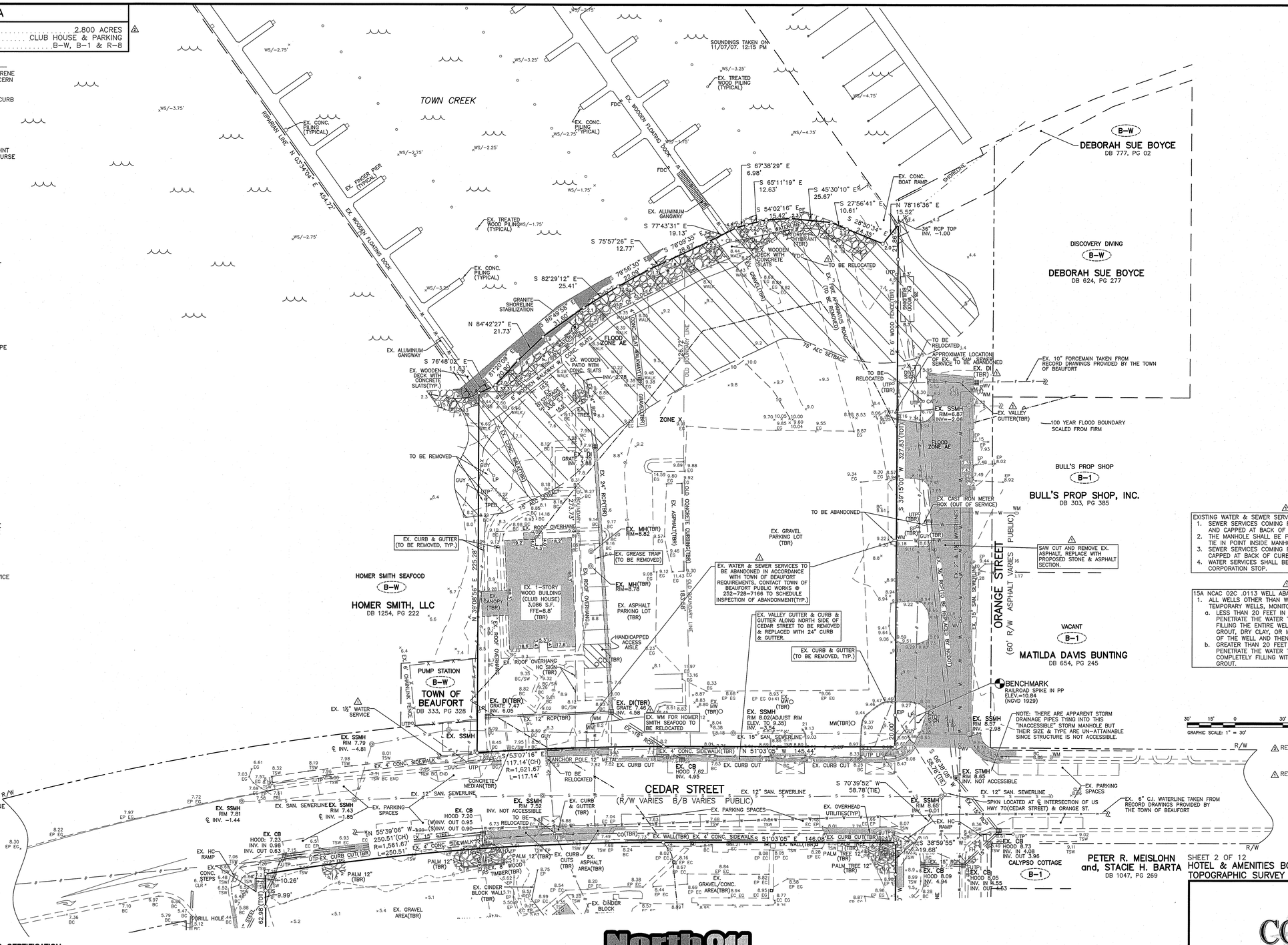
SURVEYOR'S CERTIFICATION

I, MICHAEL WEST BALDWIN, CERTIFY THAT THE BOUNDARY SURVEY, TOPOGRAPHICAL SURVEY, AND HORIZONTAL AND VERTICAL CONTROL SHOWN HEREON WERE COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN (SEE REFERENCES) OR FROM INFORMATION FOUND IN MAP BOOK N/A, PAGE N/A, OR AS REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A, PAGE N/A, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT ALL INTERIOR LOT LINES SHOWN ARE PROPOSED AND SHALL NOT BE USED FOR THE CONVEYANCE OF PROPERTY; THAT THE TOPOGRAPHIC SURVEY WAS PERFORMED TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS AS APPLICABLE; THAT THE TOPOGRAPHIC DATA WAS OBTAINED ON 05/02/19; THAT THE SURVEY WAS COMPLETED ON 05/20/19; THAT THE CONTOURS SHOWN AS BROKEN LINES MAY NOT MEET THE STATED STANDARD; THAT VERTICAL CONTROL WAS ESTABLISHED AT THE SITE TO THE CLASS "A" STANDARD; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA" (21 NCAC 56.1600).

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 20th DAY OF JUNE, 2019.

SIGNED
MICHAEL WEST BALDWIN, PLS L-3082

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL L-3082 MICHAEL WEST BALDWIN



EXISTING WATER & SEWER SERVICES TO BE ABANDONED NOTES:
1. SEWER SERVICES COMING FROM MANHOLE SHALL BE CUT AND CAPPED AT BACK OF CURB.
2. THE MANHOLE SHALL BE PLUGGED AND GROUTED AT THE TIE IN POINT INSIDE MANHOLE.
3. SEWER SERVICES COMING FROM MAIN SHALL BE CUT AND CAPPED AT BACK OF CURB.
4. WATER SERVICES SHALL BE CUT AND CAPPED AT CORPORATION STOP.

15A NCAC 02C .0113 WELL ABANDONMENT NOTES:
1. ALL WELLS OTHER THAN WATER SUPPLY WELLS, INCLUDING TEMPORARY WELLS, MONITORING WELLS OR TEST BORINGS:
   a. LESS THAN 20 FEET IN DEPTH AND WHICH DO NOT PENETRATE THE WATER TABLE SHALL BE ABANDONED BY FILLING THE ENTIRE WELL UP TO LAND SURFACE WITH GROUT, DRY CLAY, OR MATERIAL EXCAVATED DURING DRILLING OF THE WELL AND THEN COMPACTED IN PLACE; AND
   b. GREATER THAN 20 FEET IN DEPTH OR THAT OR THAT PENETRATE THE WATER TABLE SHALL BE ABANDONED BY COMPLETELY FILLING WITH A BENTONITE OR CEMENT TYPE GROUT.

GRAPHIC SCALE: 1" = 30'

REVISED: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET TO REFLECT R/W CONVEYANCE

REVISED: 07-16-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED EX. WATER SERVICES
UPDATED DESCRIPTIONS FOR EX. CONDITIONS
ADDED NOTE DETAILING ASPHALT REPLACEMENT OF ORANGE STREET
SHOWED EX. UTILITY LINES
UPDATED LEGEND

PIN #7306171179340000
PIN #7306171147600000
PIN #7306171157390000
PIN #7306171147840000
PIN #7306171157390000

SHEET 2 OF 12
HOTEL & AMENITIES BOUNDARY, TOPOGRAPHIC SURVEY & DEMOLITION PLAN

North Carolina 811 www.nc811.org
Call 72 Hours Before You Dig!
1-800-632-4949

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

COMPASS
MARGARITAVILLE HOTELS & RESORTS

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BEAUFORT PARTNERS, LLC
ADDRESS: P.O. BOX 14165 NEW BERN, NC 28561
PHONE: (252) 635-7476

OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 625 LAGRANGE, NC 28551
PHONE: (252) 559-0592

CLOSURE CHECK BOUNDARY
CHECKED: NRW | DATE: 06/19/19

Baldwin Design Consultants, PA
ENGINEERING — SURVEYING — PLANNING
1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390
LICENSE # C-3498

SURVEYED: JP	APPROVED: MWB
DRAWN: NRW	DATE: 06/20/19
CHECKED: MWB	SCALE: 1" = 30'

Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\SHEETS\DEQ SET\BOUNDARY & TOPO.dwg Tue, Sep 03, 2019-5:05pm RWELLS

LEGEND

ABS = ACRYLONITRILE–BUTADIENE–STYRENE
AEC = AREA OF ENVIRONMENTAL CONCERN
AL = AREA LIGHT
BB = BOTTOM OF BANK
B/B = BACK OF CURB TO BACK OF CURB
BC = BACK OF CURB
BFE = BASE FLOOD ELEVATION
BH = BORE HOLE
BLD = BUILDING CORNER
BM = BENCH MARK
BMP = BEST MANAGEMENT PRACTICE
BO = BLOW OFF
BSP = BACTERIOLOGICAL SAMPLING POINT
CABC= CRUSHED AGGREGATE BASE COURSE
CATV = CABLE TELEVISION BOX
CB = CATCH BASIN
CLD = CENTERLINE DITCH
CLF = CHAIN LINK FENCE
CLP = CENTERLINE PATH
CLR = CENTERLINE ROAD
CM = CREPE MYRTLE
CMP = CORRUGATED METAL PIPE
CO = CLEAN OUT
CONC= CONCRETE
CPP = CORRUGATED PLASTIC PIPE
DI = DROP INLET
DIP = DUCTILE IRON PIPE
DS = DOWNSPOUT
DW = DRIVEWAY
EC = EDGE OF CONCRETE
ECM = EXISTING CONCRETE MONUMENT
EIA = EXISTING IRON AXLE
EIP = EXISTING IRON PIPE
EIS = EXISTING IRON STAKE
ELEC= ELECTRICAL
ECP = ELECTRICAL CONDUIT PIPE
ELM = ELECTRIC METER BOX
ELMH= ELECTRIC MANHOLE
EP = EDGE OF PAVEMENT
E PATH = EDGE OF PATH
EPKN= EXISTING PARKER KALON NAIL
ER = EDGE OF ROAD
ERRS= EXISTING RAILROAD SPIKE
ESCP= EXTRA STRENGTH CONCRETE PIPE
FES = FLARED END SECTION
FFE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FIRM = FLOOD INSURANCE RATE MAP
FM = FORCE MAIN
F/O = FIBER OPTIC MAKER
GM = GAS METER
GV = GAS VALVE
GUY = GUY WIRE
HB = HOSE BIB
HP = HIGH POINT
HW = HARDWOOD TREE
ICV = IRRIGATION CONTROL VALVE
INV = INVERT
JB = JUNCTION BOX
LP = LIGHT POLE
LSA = LANDSCAPED AREA
MB = MAIL BOX
MBL = MINIMUM BUILDING LINE
MH = MANHOLE
MHW = MEAN HIGH WATER
MP = METAL PIPE
MW = MONITORING WELL
NTS = NOT TO SCALE
OCS = OUTLET CONTROL STRUCTURE
OHD = OVERHEAD DOOR
PC = POINT OF CURVATURE
PCC = POINT OF CONCAVE CURVATURE
PRC = POINT OF REVERSE CURVATURE
PIV = POST INDICATOR VALVE
PT = POINT OF TANGENCY
PVC = POLYVINYL CHLORIDE
PH = PUMP HOUSE
R = RADIUS
RCP = REINFORCED CONCRETE PIPE
RPZ = REDUCED PRESSURE ZONE DEVICE
R/W = RIGHT–OF–WAY
S–9.5C= S–9.5C ASPHALT MIX TYPE
SC = SECURITY CAMERA
SIP = SET IRON PIPE
SPKN= SET PARKER KALON NAIL
SRRS= SET RAILROAD SPIKE
SS = SEWER SERVICE
SSMH= SANITARY SEWER MANHOLE
STMH= STORM SEWER MANHOLE
SW = SIDEWALK
SWHDPE= SMOOTH WALL HDPE
SWPP= SMOOTH WALL PLASTIC PIPE
TB = TOP OF BANK (TOPO ONLY)
TBK = TOP OF BLOCK
TC = TOP OF CONCRETE
TG = TOP OF GRAVEL
TLMH= TELEPHONE MANHOLE
TP = TOP OF PAVEMENT
TSW = TOP OF SIDEWALK
TLMH= TELEPHONE MH
TPED= TELEPHONE PEDESTAL
TRANS= ELECTRICAL TRANSFORMER
TSP = TRAFFIC SIGNAL SUPPORT POLE
UTP = UTILITY POLE
VG = VALLEY GUTTER
WDL = WOODSLINE
WM = WATER METER BOX
WP = WETLAND POINT
WSE = WATER SURFACE ELEVATION
WV = WATER VALVE
= NOT TO SCALE
= CLASS "B" STONE APRON
= CONSTRUCTION ENTRANCE/EXIT
= EXISTING OVERHEAD UTILITIES
= EXISTING SANITARY SEWER LINE
= EXISTING WATER LINE
= LIMITS OF CONSTRUCTION
= SILT FENCE
= DRAINAGE EASEMENT
= AEC SETBACK
= SIGHT TRIANGLE
= SIGN EASEMENT
= CONCRETE LINED DITCH
= ZONING CLASSIFICATION
= AREA TO BE DEMOLISHED
= TREE
= TYPICAL RAMP

⚠ EXISTING WATER & SEWER SERVICES TO BE ABANDONED NOTES:
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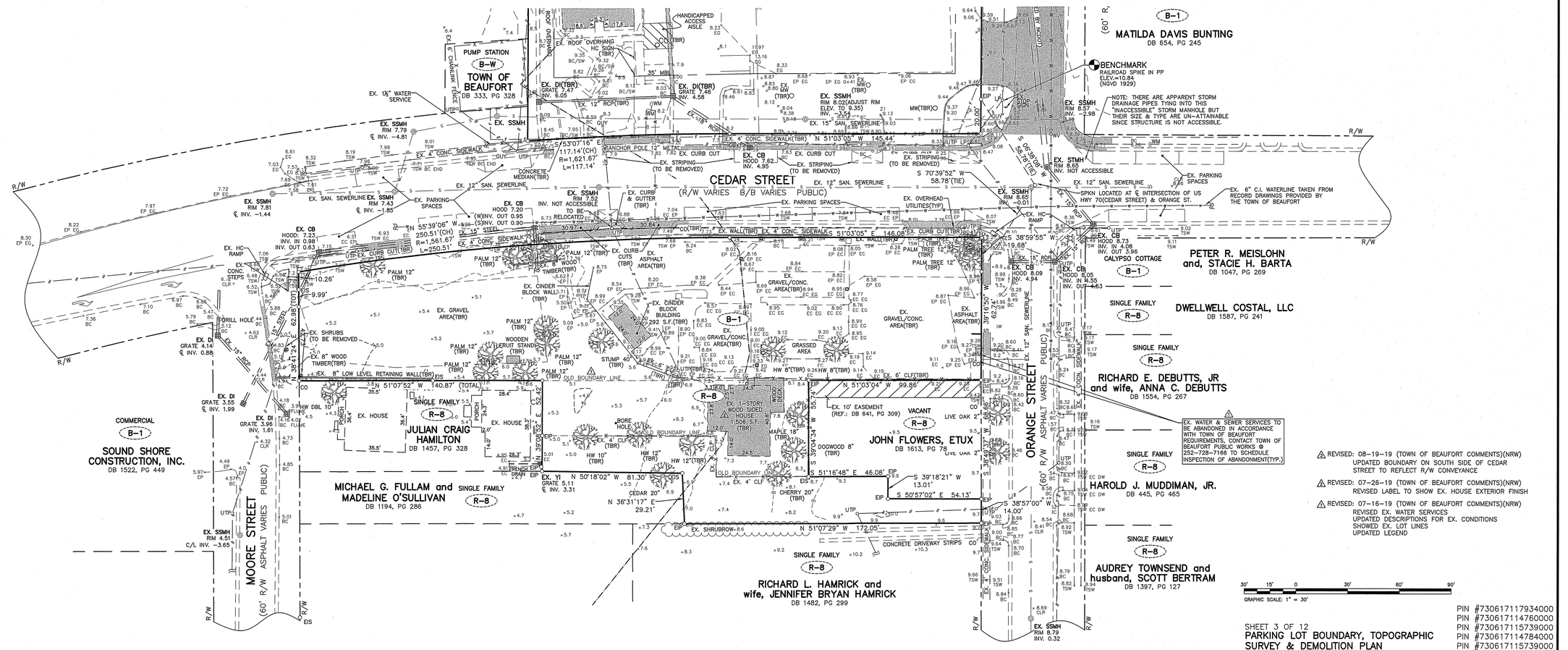
MAGNETIC NORTH
DB 1202, PG 109
PUMP STATION
B–W
TOWN OF BEAUFORT
DB 333, PG 328
EX. SSMH RIM 7.79 INV. –4.81
EX. 1½" WATER SERVICE
EX. 4' CONC. SIDEWALK
EX. 12" SAN. SEWERLINE
EX. SAN. SEWERLINE
EX. SSMH RIM 7.81 INV. –1.44
EX. SSMH RIM 7.43 INV. –1.85
EX. PARKING SPACES
EX. CB HOOD 7.20 INV. IN 0.95 INV. OUT 0.90
EX. CB HOOD 7.23 INV. IN 0.98 INV. OUT 0.63
EX. HC RAMP
EX. CONC. STEPS
EX. CURB CUT(TBR)
EX. 15" RCP
EX. DI GRATE 4.14 INV. 0.88
DRILL HOLE
EX. SHRUBS (TO BE REMOVED)
EX. 8" WOOD TIMBER(TBR)
EX. 8" LOW LEVEL RETAINING WALL(TBR)
EX. DI GRATE 3.55 INV. 1.99
EX. DI GRATE 3.96 INV. 1.61
EX. HOUSE
SINGLE FAMILY R–8
JULIAN CRAIG HAMILTON
DB 1457, PG 328
EX. SSMH RIM 4.51 C/L INV. –3.65
MOORE STREET (60' R/W ASPHALT VARIES PUBLIC)
COMMERCIAL B–1
SOUND SHORE CONSTRUCTION, INC.
DB 1522, PG 449
MICHAEL G. FULLAM and MADELINE O'SULLIVAN
DB 1194, PG 286
CEDAR STREET
(R/W VARIES B/B VARIES PUBLIC)
EX. DI(TBR) GRATE 7.47 INV. 6.05
EX. DI(TBR) GRATE 7.46 INV. 4.58
EX. 12" RCP(TBR)
EX. SSMH RIM 7.52 INV. NOT ACCESSIBLE
EX. CB HOOD 7.62 INV. 4.95
EX. CURB & GUTTER (TBR)
EX. CURB CUTS (TBR)
EX. ASPHALT AREA(TBR)
EX. CINDER BLOCK WALLS (TBR)
EX. CINDER BLOCK BUILDING 292 S.F.(TBR)
EX. GRAVEL AREA(TBR)
EX. GRAVEL/CONC. AREA(TBR)
EX. WOODEN STAIRS (TBR)
EX. WOOD TIMBER(TBR)
EX. GRASSED AREA
EX. 4' CLF (TBR)
EX. 1–STORY WOOD SIDED HOUSE 1506 S.F. (TBR)
EX. WOOD DECK
EX. SHRUBROW
EX. 10' EASEMENT (REF.: DB 641, PG 309)
VACANT
SINGLE FAMILY R–8
JOHN FLOWERS, ETUX
DB 1613, PG 78
LIVE OAK 2'
LIVE OAK 3'
EX. SSMH RIM 8.65 INV. –0.01
EX. HC RAMP
EX. CB HOOD 8.09 INV. 4.94
EX. CB HOOD 8.05 INV. IN 4.55 INV. OUT 4.63
EX. CB HOOD 8.73 INV. IN 4.06 INV. OUT 3.96
CALYPSO COTTAGE
B–1
PETER R. MEISLOHN and, STACIE H. BARTA
DB 1047, PG 269
SINGLE FAMILY R–8
DWELLWELL COSTAL, LLC
DB 1587, PG 241
SINGLE FAMILY R–8
RICHARD E. DEBUTTS, JR and wife, ANNA C. DEBUTTS
DB 1554, PG 267
SINGLE FAMILY R–8
HAROLD J. MUDDIMAN, JR.
DB 445, PG 465
SINGLE FAMILY R–8
AUDREY TOWNSEND and husband, SCOTT BERTRAM
DB 1397, PG 127
ORANGE STREET (60' R/W ASPHALT VARIES PUBLIC)
EX. SSMH RIM 8.79 INV. 0.32
EX. STMH RIM 8.65 INV. NOT ACCESSIBLE
EX. PARKING SPACES
EX. 6" C.I. WATERLINE TAKEN FROM RECORD DRAWINGS PROVIDED BY THE TOWN OF BEAUFORT
SPKN LOCATED AT ℄ INTERSECTION OF US HWY 70(CEDAR STREET) & ORANGE ST.
BENCHMARK
RAILROAD SPIKE IN PP
ELEV.=10.84
(NGVD 1929)
NOTE: THERE ARE APPARENT STORM DRAINAGE PIPES TYING INTO THIS "INACCESSIBLE" STORM MANHOLE BUT THEIR SIZE & TYPE ARE UN–ATTAINABLE SINCE STRUCTURE IS NOT ACCESSIBLE.
EX. WATER & SEWER SERVICES TO BE ABANDONED IN ACCORDANCE WITH TOWN OF BEAUFORT REQUIREMENTS, CONTACT TOWN OF BEAUFORT PUBLIC WORKS @ 252–728–7166 TO SCHEDULE INSPECTION OF ABANDONMENT(TYP.)
⚠ REVISED: 08–19–19 (TOWN OF BEAUFORT COMMENTS)(NRW)
UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET TO REFLECT R/W CONVEYANCE
⚠ REVISED: 07–26–19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED LABEL TO SHOW EX. HOUSE EXTERIOR FINISH
⚠ REVISED: 07–16–19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED EX. WATER SERVICES
UPDATED DESCRIPTIONS FOR EX. CONDITIONS
SHOWED EX. LOT LINES
UPDATED LEGEND
N 55°39'06" W 250.51'(CH) R=1,561.67' L=250.51'
S 45°07'16" E 117.14'(CH) R=1,621.67' L=117.14'
N 51°07'52" W 140.87 (TOTAL)
N 51°03'05" W 145.44'
S 51°03'05" E 146.08'
N 51°03'04" W 99.86'
S 70°39'52" W 58.78'(TIE)
S 38°59'55" W 19.68'
S 39°16'50" W 62.74'
S 38°57'00" W 14.00'
S 51°16'48" E 46.08'
S 39°18'21" W 13.01'
S 50°57'02" E 54.13'
N 50°18'02" W 81.30'
N 36°31'17" E 29.21'
N 51°07'29" W 172.05'
S 39°04'34" W 95.24'
N 37°04'25" E 52.42'
S 38°41'24" E 62.88'(TOT)
S 06°30'00" W 58.78'(TIE)
EX. 15" SAN. SEWERLINE
EX. 12" RCP(TBR)
EX. 4' CONC. SIDEWALK
EX. 4' CONC. SIDEWALK
EX. 8" WOOD TIMBER(TBR)
EX. 8" LOW LEVEL RETAINING WALL(TBR)
EX. 4' CONC. SIDEWALK
EX. 15" RCP
EX. 12" SAN. SEWERLINE
EX. 12" SAN. SEWERLINE
EX. 15" SAN. SEWERLINE
EX. 6" CLF(TBR)
EX. 4' CONC. SIDEWALK
EX. 4' CONC. SIDEWALK
EX. 4' CONC. SIDEWALK

SITE DATA

TOTAL AREA IN TRACTS	2.800 ACRES
ZONING CLASSIFICATION	B-W, B-1 & R-8
EXISTING BUILDING AREA(STORAGE)	5,252 S.F.
EXISTING SIDEWALK, CONC. PATIO, GRAVEL, ETC.	68,667 S.F.
TOTAL IMPERVIOUS AREA PRIOR TO DEVELOPMENT	**73,919 S.F.**
EXISTING BUILDING AREA(TO BE REMOVED)	4,912 S.F.
EXISTING SIDEWALK, CONC. PATIO, GRAVEL, ETC.(TO BE REMOVED)	68,279 S.F.
PROPOSED BUILDING AREA(HOTEL)	19,640 S.F.
PROPOSED BUILDING TOTAL FLOOR AREA(HOTEL)	77,632 S.F.
BUILDING HEIGHT (4 STORIES)	40'
PROPOSED IMPERVIOUS PARKING AREA	43,936 S.F.
PROPOSED IMPERVIOUS SIDEWALK, CONC. PATIO, ETC.	12,588 S.F.
TOTAL PROPOSED IMPERVIOUS AREA (AFTER DEVELOPMENT)	**76,164 S.F.**
TOTAL % OF BUILDING LOT COVERAGE	16.10%
NO. OF EXISTING WET SLIPS	59
NO. OF PARKING SPACES REQUIRED(EXISTING WET SLIPS)	15*
NO. OF PARKING SPACES PROVIDED(MARINA)	15
NO. OF PARKING SPACES REQUIRED(HOTEL)	85*
NUMBER OF PARKING SPACES PROVIDED(HOTEL)	93
NO. OF PARKING SPACES PROVIDED(PUBLIC)	24
NO. OF HC SPACES REQUIRED	5
NO. OF HC SPACES PROVIDED	5
TOTAL AREA TO BE DISTURBED	3.3 ACRES
TOTAL NUMBER OF LOTS	5
TOTAL NUMBER OF ROOMS IN HOTEL	101
TOTAL IMPERVIOUS AREA FOR VAA	40,453 S.F.
TOTAL REQUIRED LANDSCAPED AREA FOR VAA	6,469 S.F.

REFERENCE: DEED BOOK 879, PAGE 793, DEED BOOK 937, PAGE 309, DEED BOOK 1449, PAGE 1, DEED BOOK 1259, PAGE 284 & DEED BOOK 1438, PAGE 496

PARKING SPACE REQUIREMENT TABULATION

*MARINA: 1 SPACE PER 4 SLIPS(59) = 15 SPACES

*HOTEL: 1 SPACE PER UNIT(101) + 5 = 106 x 20% = 21 – 106 = 85 SPACES (A 20% REDUCTION IN REQUIRED SPACES DUE TOTAL FLOOR AREA OF STRUCTURE EXCEEDING 25,000 S.F.)

DIMENSION CONTROL AND MATERIALS PLAN NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB, FACE OF BUILDING, CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE AT 90 DEGREE UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL PLANS FOR ACTUAL BUILDING DIMENSIONS.
4. ANY DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS SHALL BE CALLED TO THE ATTENTION OF THE OWNER AND THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
5. THE CONTRACTOR SHALL CONTACT ALL OWNERS OF UTILITIES, EASEMENTS, AND RIGHTS-OF-WAY, PUBLIC AND PRIVATE, PRIOR TO WORKING IN THESE AREAS.
6. ALL ASPHALT PAVING SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES, LATEST EDITION.
7. CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS AS SHOWN ON THE PLANS.
8. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
9. ALL PARKING STALL STRIPING SHALL BE 4-INCH WHITE LINES, UNLESS OTHERWISE NOTED.
10. STOP SIGNS SHALL BE R1-1, 30"x30".
11. NO DEMOLITION LANDFILLS ALLOWED ON SITE.
12. IN SOD AREAS STRIPING SHOWN FOR REFERENCE ONLY; NO STRIPING TO BE INSTALLED IN TURF AREAS.

W	A	W+A+B	X	B
5'	0.0'	5.0'	5.0'	5.0' *
6'	0.0'	6.0'	6.0'	6.0' **
7'	0.0'	7.0'	7.3'	6.5' **
8'	0.0'	8.0'	7.3'	6.5' **
9'	1.0'	7.3'	7.5'	5.2'
9'	2.0'	7.5'	7.8'	5.0'
9'	2.5'	8.3'	8.1'	4.8'
5'	3.0'	8.0'	8.3'	4.4'
5'	3.5'	9.3'	9.3'	4.1'
5'	4.0'	9.0'	9.0'	3.8'
5'	4.5'	10.3'	9.7'	3.4'
5'	5.0'	10.0'	9.9'	3.1'

DETECTABLE WARNING DOMES

B = X-(A+9")

B = DISTANCE FROM FRONT EDGE OF SIDEWALK TO BACK POINT OF 12:1 (8.33%) SLOPE.

* BACK OF SIDEWALK DROP REQUIRED FOR ALL SIDEWALK SLOPES.

** BACK OF SIDEWALK DROP REQUIRED FOR SIDEWALK SLOPES 0.04.

*** THICKNESS MAY VARY FOR APPROVED EQUAL PRECAST MATERIAL.

ROADWAY PLAN SYMBOL: CURB CUT FOR FUTURE RAMP

ROADWAY PLAN SYMBOL: FOR PROPOSED CURB RAMP

NOTES:
1. Detectable warning domes shall cover 2'-0" length and full width of the ramp floor as shown on the details.
2. The entire ramp shall be Black in color or any color with a 70% contrast ratio and approved by City Engineer.

STANDARD CURB RAMP
SCALE: N.T.S.

North Carolina 811 www.nc811.org
Call 72 Hours Before You Dig!
1-800-632-4949

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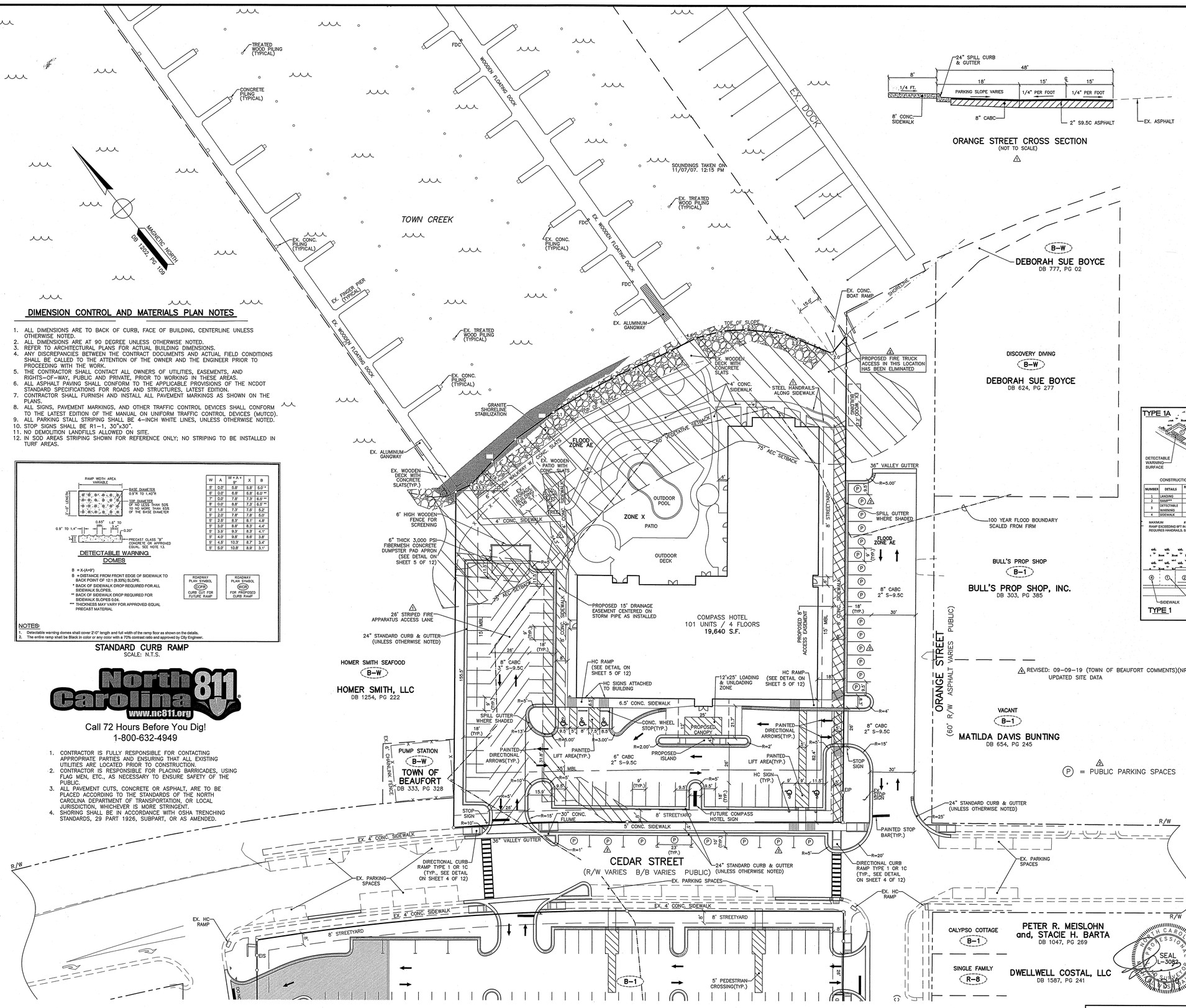
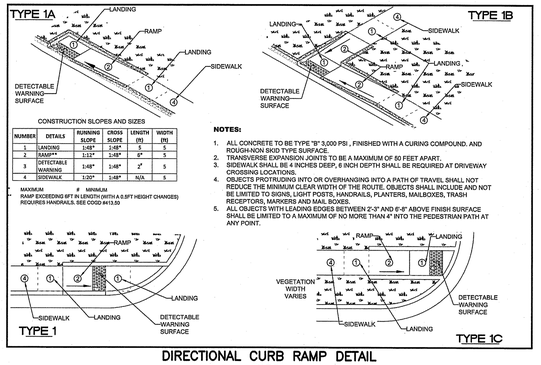


ORANGE STREET CROSS SECTION
(NOT TO SCALE)



CONSTRUCTION SLOPES AND SIZES

NUMBER	DETAILS	RUNNING SLOPE	CROSS SLOPE	LENGTH (S)	WIDTH (S)
1	LANDING	1:48*	1:48*	5	5
2	RAMP**	1:12*	1:48*	6*	5
3	DETECTABLE WARNING	1:48*	1:48*	2*	5
4	SIDEWALK	1:20*	1:48*	N/A	5

* MAXIMUM # MINIMUM
RAMP EXCEEDING 6FT IN LENGTH (WITH A 6.0"T HEIGHT CHANGES) REQUIRES HANDRAILS. SEE COGD #413.10

NOTES:
1. ALL CONCRETE TO BE TYPE "B" 3,000 PSI , FINISHED WITH A CURING COMPOUND, AND ROUGH NON SKID TYPE SURFACE.
2. TRANSVERSE EXPANSION JOINTS TO BE A MAXIMUM OF 50 FEET APART.
3. SIDEWALK SHALL BE 4 INCHES DEEP, 6 INCH DEPTH SHALL BE REQUIRED AT DRIVEWAY CROSSING LOCATIONS.
4. OBJECTS PROTRUDING INTO OR OVERHANGING INTO A PATH OF TRAVEL SHALL NOT REDUCE THE MINIMUM CLEAR WIDTH OF THE ROUTE. OBJECTS SHALL INCLUDE AND NOT BE LIMITED TO SIGNS, LIGHT POSTS, HANDRAILS, PLANTERS, MAILBOXES, TRASH RECEPTORS, MARKERS AND MAIL BOXES.
5. ALL OBJECTS WITH LEADING EDGES BETWEEN 2'-3" AND 6'-8" ABOVE FINISH SURFACE SHALL BE LIMITED TO A MAXIMUM OF NO MORE THAN 4" INTO THE PEDESTRIAN PATH AT ANY POINT.

DIRECTIONAL CURB RAMP DETAIL
(N.T.S.)

△ REVISED: 09-09-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
UPDATED SITE DATA

△ REVISED: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
SHOWED PARKING ON CEDAR & ORANGE STREETS AS PUBLIC
UPDATED BOUNDARY ON CEDAR STREET TO REFLECT R/W CONVEYANCE
UPDATED SITE DATA

△ REVISED: 07-26-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
ADDED NOTE & REMOVED LEGEND
UPDATED SITE DATA

△ REVISED: 07-16-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED LOCATION OF FIRE APPARATUS LANE
UPDATED DESCRIPTIONS FOR EX. CONDITIONS
REMOVED STAIRS ALONG SIDEWALK, ADDED HANDRAILS
REVISED PARKING ALONG ORANGE STREET AND ALONG WEST PROPERTY LINE
UPDATED SITE DATA
ADDED CROSS SECTION OF ORANGE STREET

30' 15' 0 30' 60' 90'
GRAPHIC SCALE: 1" = 30'

PIN #730617117934000
PIN #730617114760000
PIN #730617115739000
PIN #730617114784000
PIN #730617115739000

SHEET 4 OF 12
HOTEL & AMENITIES SITE & STAKING PLAN

COMPASS
MARGARITAVILLE HOTELS & RESORTS

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BEAUFORT PARTNERS, LLC
ADDRESS: P.O. BOX 14165
NEW BERN, NC 28561
PHONE: (252) 635-7476

OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 625
LAGRANGE, NC 28551
PHONE: (252) 559-0592

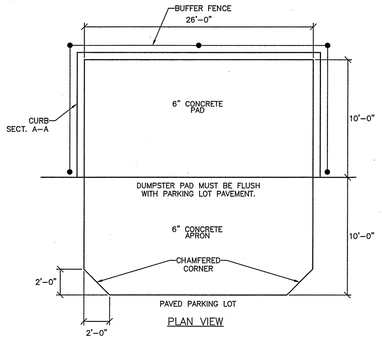
SEAL L-3082 NORTH CAROLINA PROFESSIONAL LANDSCAPE ARCHITECTURAL SURVEYING & PLANNING

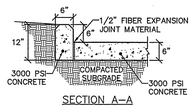
CLOSURE CHECK BOUNDARY
CHECKED: NRW DATE: 06/19/19

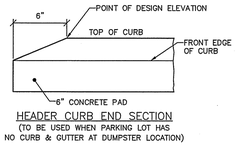
Baldwin Design Consultants, PA
LICENSE# C-3498
ENGINEERING – SURVEYING – PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390

DESIGNED: MWB APPROVED: MWB
DRAWN: NRW DATE: 06/20/19
CHECKED: MWB SCALE: 1" = 30'

Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\SHEETS\SITE & STAKING.dwg Thu, Sep 12, 2019 - 11:58am RWELLS

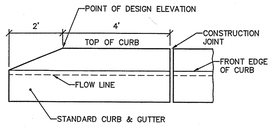




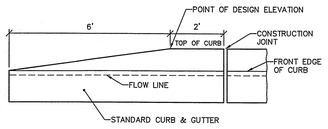


HEADER CURB END SECTION
(TO BE USED WHEN PARKING LOT HAS NO CURB & GUTTER AT DUMPSTER LOCATION)

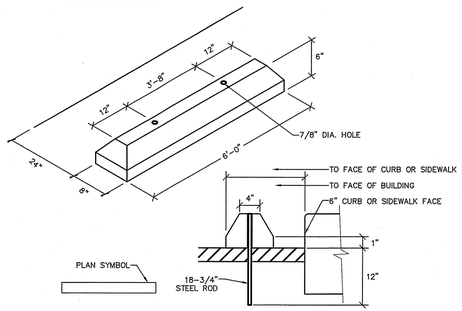
DUMPSTER PAD DETAIL
(N.T.S.)



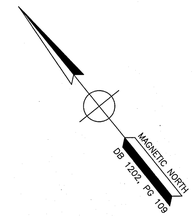
TYPICAL CURB & GUTTER END SECTION
(N.T.S.)

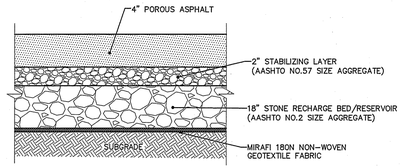


6' CURB & GUTTER END SECTION
(N.T.S.)



WHEEL STOP DETAIL
(N.T.S.)

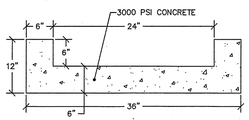




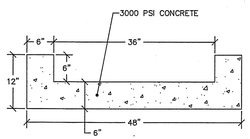
PERMEABLE PAVEMENT CROSS SECTION
(N.T.S.)
△

PARKING LOT/THICKEND EDGE SIDEWALK DETAIL
(N.T.S.)

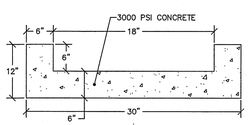
24" CURB & GUTTER
SPILL-TYPE
(N.T.S.)



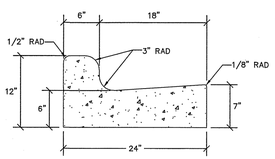
36" FLUME "B" DETAIL
(N.T.S.)



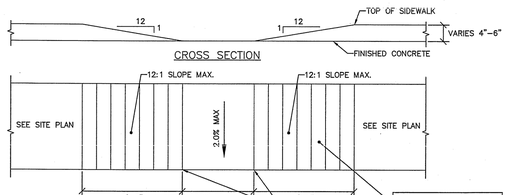
48" FLUME DETAIL
(N.T.S.)



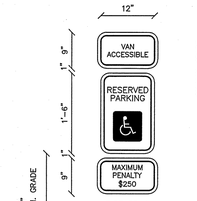
30" FLUME DETAIL
(N.T.S.)



24" CURB & GUTTER
STANDARD FACE
(N.T.S.)



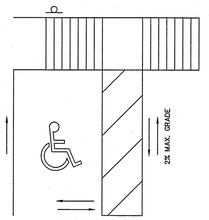
HANDICAPPED RAMP DETAIL
WITHOUT CURB & GUTTER
(N.T.S.)



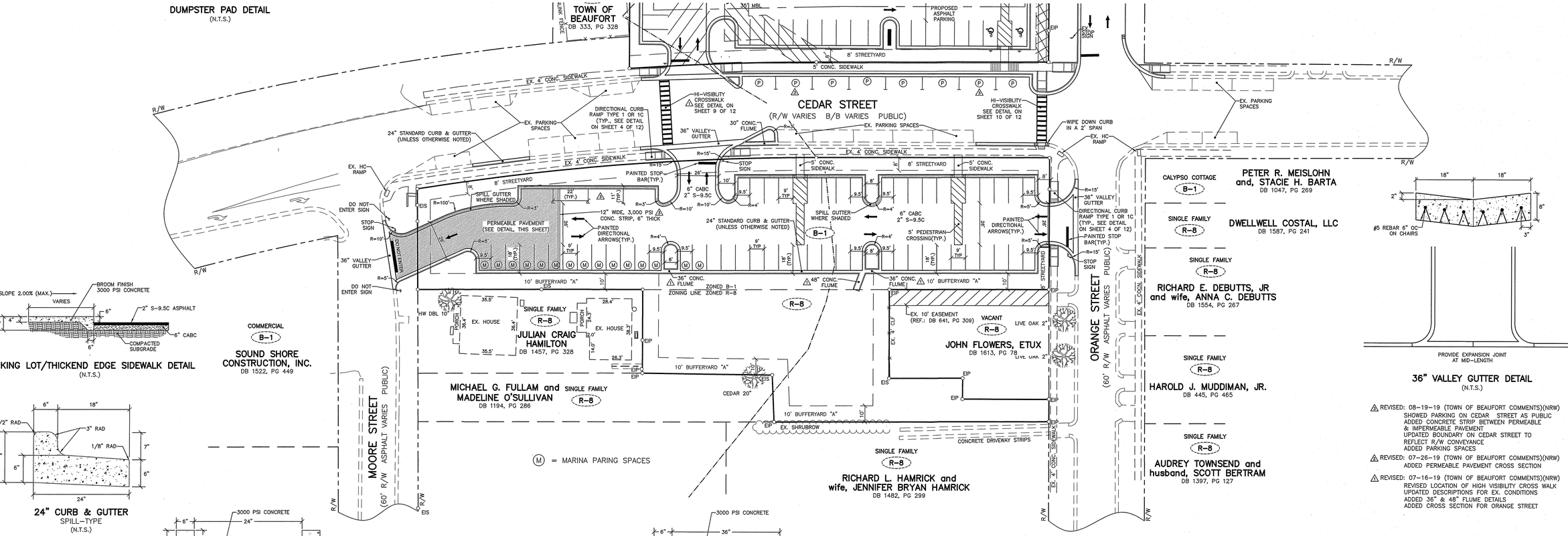
PROVIDE "VAN ACCESSIBLE" SIGN AT ONE SPACE AS SHOWN ON THE SITE PLAN

MOUNT SIGN ON 2" SCHED 40 GALV STL PIPE W/ CAPPED END. PAINT WHITE, SET 3' BELOW GRADE IN .5 CY CONC.

TYPICAL HANDICAP PARKING SIGN
(N.T.S.)



HC PARKING GRADE DETAIL
(N.T.S.)



PROVIDE EXPANSION JOINT AT MID-LENGTH

36" VALLEY GUTTER DETAIL
(N.T.S.)

△ REVISED: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
SHOWED PARKING ON CEDAR STREET AS PUBLIC
ADDED CONCRETE STRIP BETWEEN PERMEABLE & IMPERMEABLE PAVEMENT
UPDATED BOUNDARY ON CEDAR STREET TO REFLECT R/W CONVEYANCE
ADDED PARKING SPACES

△ REVISED: 07-26-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
ADDED PERMEABLE PAVEMENT CROSS SECTION

△ REVISED: 07-16-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED LOCATION OF HIGH VISIBILITY CROSS WALK
UPDATED DESCRIPTIONS FOR EX. CONDITIONS
ADDED 36" & 48" FLUME DETAILS
ADDED CROSS SECTION FOR ORANGE STREET

30' 15' 0 30' 60' 90'
GRAPHIC SCALE: 1" = 30'

PIN #7306171179340000
PIN #7306171147600000
PIN #7306171157390000
PIN #7306171147840000
PIN #7306171157390000

SHEET 5 OF 12
PARKING LOT SITE & STAKING PLAN

North Carolina 811
www.nc811.org
Call 72 Hours Before You Dig!
1-800-632-4949

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

PARKING LOT STRIPING NOTES
1. ALL PARKING LOT STRIPING PAINT TO BE FEDERAL SPECIFICATION TRAFFIC PAINT.
2. PAINT COLOR MAY BE YELLOW OR WHITE (OWNER'S CHOICE)
3. PARKING LOT STRIPING IN HANDICAP ACCESS AREAS TO BE THE COLOR TO COMPLY WITH THE MOST CURRENT ADA REQUIREMENTS.
4. STRIPING WIDTH TO BE 4".
5. STRIPING PAINT TO BE WATER BASED SATIN WITH 40 MINUTE DRYING TIME.
6. RESIN TYPE: ACRYLIC LATEX COPOLYMER
7. VISCOSITY: 80-90 KU

COMPASS
MARGARITAVILLE HOTELS & RESORTS

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BEAUFORT PARTNERS, LLC	OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 14165 NEW BERN, NC 28561	ADDRESS: P.O. BOX 625 LAGRANGE, NC 28551
PHONE: (252) 635-7476	PHONE: (252) 559-0592

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL C-3062 EXPIRES 12/31/19

Baldwin Design Consultants, PA
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390
LICENSE# C-3498

DESIGNED: MWB	APPROVED: MWB
DRAWN: NRW	DATE: 06/20/19
CHECKED: MWB	SCALE: 1" = 30'

CLOSURE CHECK BOUNDARY	
CHECKED: NRW	DATE: 06/19/19

Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\SHEETS\SITE & STAKING.dwg Tue, Sep 10, 2019-10:34am RWELLS

CONTACT PERSON RESPONSIBLE FOR MAINTENANCE:
JOSEPH E. THOMAS (252) 635-7476

NOTE: THERE WILL BE NO LARGE STOCKPILES AT THIS SITE. ALL TOPSOIL & SPOIL FROM EXCAVATED AREAS SHALL BE USED IN FILL SECTIONS AND TO TOP DRESS AREAS WHERE STRUCTURAL IMPROVEMENTS WILL NOT BE PLACED.

NOTE: ANY BORROW MATERIAL BROUGHT ONTO THIS SITE MUST BE FROM A LEGALLY OPERATED MINE OR OTHER APPROVED SOURCE. ANY SOIL WASTE THAT LEAVES THIS SITE CAN BE TRANSPORTED TO A PERMITTED MINE OR SEPARATELY PERMITTED CONSTRUCTION SITES WITHOUT ADDITIONAL PERMITS UNDER NCGS 74-49(7)(d). DISPOSAL AT ANY OTHER LOCATION WOULD HAVE TO BE INCLUDED AS A PERMIT REVISION FOR THIS APPROVAL.

CONSTRUCTION SCHEDULE:

1. OBTAIN PLAN APPROVALS AND ALL APPLICABLE PERMITS. (45 DAYS)
2. INSTALL TEMPORARY CONSTRUCTION ENTRANCE/EXIT. (1 DAY)
3. INSTALL SILT FENCE AS SHOWN ON PLANS. (1 DAY).
4. STRIP TOPSOIL, INSTALL BUILDING PAD & ROUGH GRADE PARKING LOT. (7 DAYS)
5. INSTALL UNDERGROUND UTILITIES. (7 DAYS)
6. INSTALL STONE, SIDEWALKS & CONCRETE PARKING. (7 DAYS).
7. STRIPE PARKING SPACES. (1 DAY)
8. FINE GRADE SLOPES, SEED AND MULCH ALL DISTURBED AREAS. (1 DAY)
9. CHECK EROSION CONTROL DEVICES PERIODICALLY FOR STABILITY & PERFORMANCE.
10. REMOVE EROSION CONTROL DEVICES ONCE VEGETATION IS ESTABLISHED @ +80%.

STORM DRAINAGE NOTES

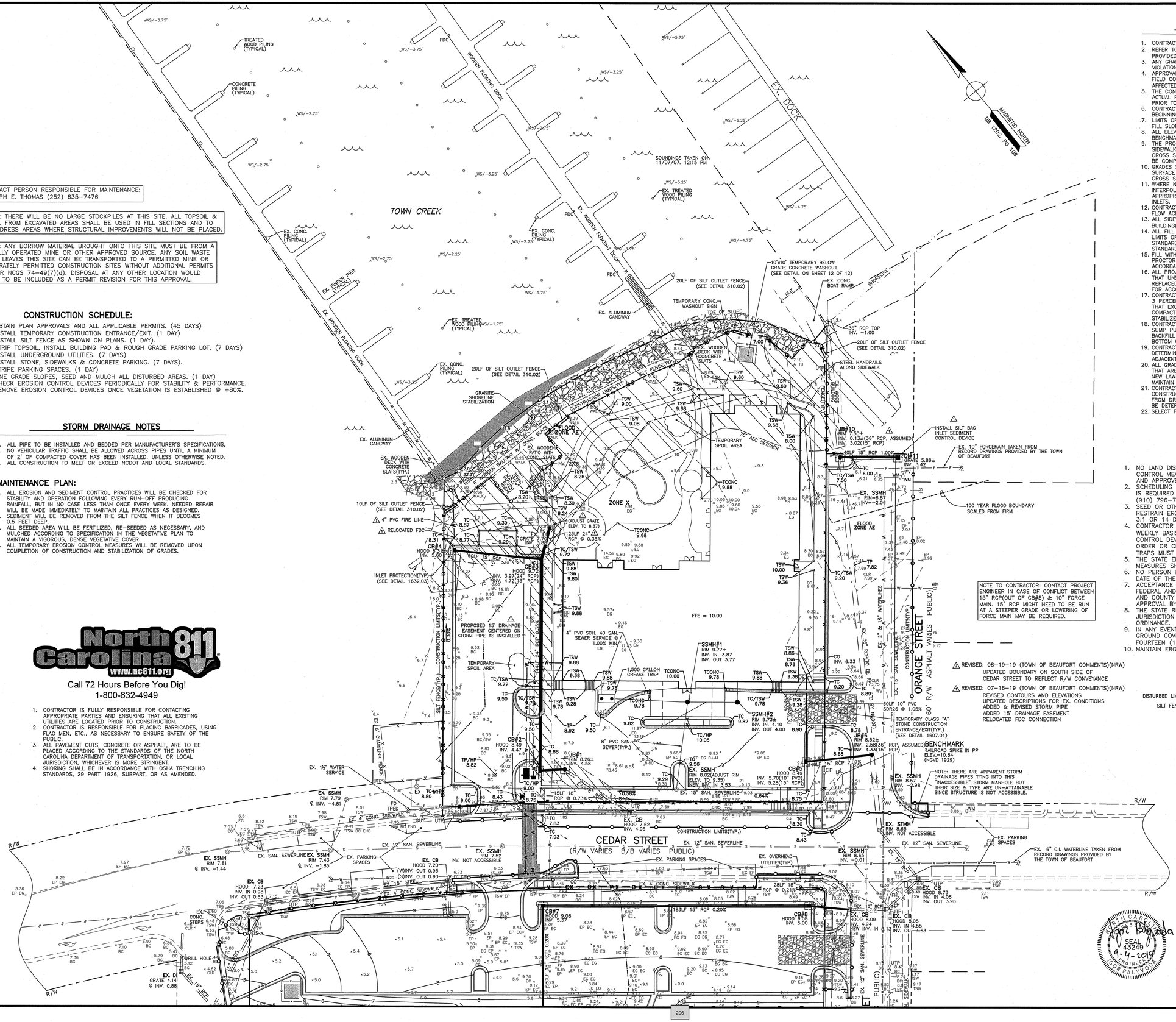
1. ALL PIPE TO BE INSTALLED AND BEDDED PER MANUFACTURER'S SPECIFICATIONS.
2. NO VEHICULAR TRAFFIC SHALL BE ALLOWED ACROSS PIPES UNTIL A MINIMUM OF 2' OF COMPACTED COVER HAS BEEN INSTALLED. UNLESS OTHERWISE NOTED.
3. ALL CONSTRUCTION TO MEET OR EXCEED NCDOT AND LOCAL STANDARDS.

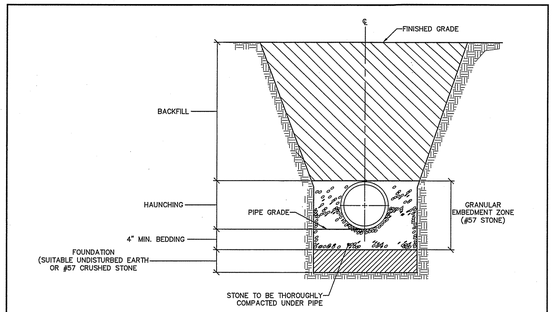
MAINTENANCE PLAN:

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUN-OFF PRODUCING RAINFALL, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. NEEDED REPAIR WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. SEDIMENT WILL BE REMOVED FROM THE SILT FENCE WHEN IT BECOMES 0.5 FEET DEEP.
3. ALL SEEDED AREA WILL BE FERTILIZED, RE-SEEDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATION IN THE VEGETATIVE PLAN TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
4. ALL TEMPORARY EROSION CONTROL MEASURES WILL BE REMOVED UPON COMPLETION OF CONSTRUCTION AND STABILIZATION OF GRADES.

North Carolina 811
www.nc811.org
Call 72 Hours Before You Dig!
1-800-632-4949

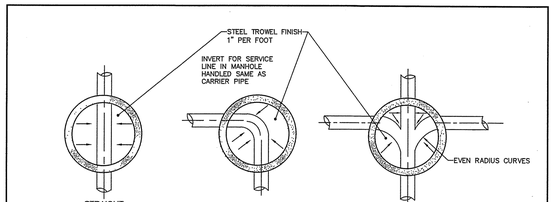
1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.


TOWN CREEK
EX. DOCK
WOODEN FLOATING DOCK
EX. WOODEN FLOATING DOCK
EX. FINGER PIER (TYPICAL)
TREATED WOOD PILING (TYPICAL)
CONCRETE PILING (TYPICAL)
EX. CONC. PILING (TYPICAL)
EX. TREATED WOOD PILING (TYPICAL)
FDC
MAGNETIC NORTH
DB 1202, PG 109
SOUNDINGS TAKEN ON 11/07/07, 12:15 PM
EX. ALUMINUM GANGWAY
EX. CONC. BOAT RAMP
SHORELINE
10'x10' TEMPORARY BELOW GRADE CONCRETE WASHOUT (SEE DETAIL ON SHEET 12 OF 12)
TEMPORARY CONC. WASHOUT SIGN
TOE OF SLOPE
TOP OF BANK
20LF OF SILT OUTLET FENCE (SEE DETAIL 310.02)
EX. WOODEN DECK WITH CONCRETE SLATS
EX. WOODEN PATIO WITH CONCRETE SLATS
GRANITE SHORELINE STABILIZATION
CONSTRUCTION LIMITS(TYP.)
SILT FENCE(TYP.)
FLOOD ZONE AE
ZONE X
TEMPORARY SPOIL AREA
AEC SETBACK
10LF OF SILT OUTLET FENCE (SEE DETAIL 310.02)
4" PVC FIRE LINE
RELOCATED FDC
INLET PROTECTION(TYP.) (SEE DETAIL 1632.03)
PROPOSED 15' DRAINAGE EASEMENT CENTERED ON STORM PIPE AS INSTALLED
4" PVC SCH. 40 SAN. SEWER SERVICE @ 1.00% MIN.
1,500 GALLON GREASE TRAP
8" PVC SAN. SEWER(TYP.)
FFE = 10.00
TEMPORARY CLASS "A" STONE CONSTRUCTION ENTRANCE/EXIT(TYP.) (SEE DETAIL 1607.01)
STEEL HANDRAILS ALONG SIDEWALK
INSTALL SILT BAG INLET SEDIMENT CONTROL DEVICE
EX. 10" FORCEMAIN TAKEN FROM RECORD DRAWINGS PROVIDED BY THE TOWN OF BEAUFORT
100 YEAR FLOOD BOUNDARY SCALED FROM FIRM
BENCHMARK
RAILROAD SPIKE IN PP
ELEV.=10.84
(NGVD 1929)
NOTE: THERE ARE APPARENT STORM DRAINAGE PIPES TYING INTO THIS "INACCESSIBLE" STORM MANHOLE BUT THEIR SIZE & TYPE ARE UN-ATTAINABLE SINCE STRUCTURE IS NOT ACCESSIBLE.
NOTE TO CONTRACTOR: CONTACT PROJECT ENGINEER IN CASE OF CONFLICT BETWEEN 15" RCP(OUT OF CB#5) & 10" FORCE MAIN. 15" RCP MIGHT NEED TO BE RUN AT A STEEPER GRADE OR LOWERING OF FORCE MAIN MAY BE REQUIRED.
CEDAR STREET
(R/W VARIES B/B VARIES PUBLIC)
ORANGE STREET
(R/W VARIES PUBLIC)
EX. SSMH
EX. CB
EX. STMH
EX. 12" SAN. SEWERLINE
EX. 4" CONC. SIDEWALK
EX. PARKING SPACES
EX. OVERHEAD UTILITIES(TYP.)
EX. 6" C.I. WATERLINE TAKEN FROM RECORD DRAWINGS PROVIDED BY THE TOWN OF BEAUFORT
EX. 1½" WATER SERVICE
EX. TC-MH
EX. DI
DRILL HOLE
EX. 15" RCP
CONSTRUCTION LIMITS(TYP.)
EX. 2" & ½" WATERLINES
EX. 3/4" WATERLINE
EX. 15" SAN. SEWERLINE
EX. 8" FORCEMAIN
EX. 6" CO
EX. 10" W
EX. 2" GAS
EX. UTILITY POLE
EX. CHAINLINK FENCE
EX. WOODEN FENCE
EX. 6" CO
EX. 8" W
EX. 2" GAS
EX. 4" W
EX. 6" W
EX. 2" GAS
EX. 8" W
EX. 6



S-10

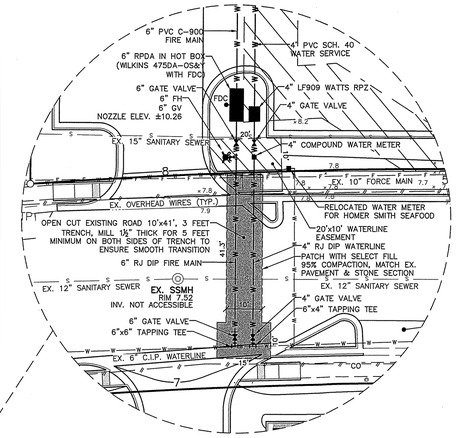
TRENCH SECTION DETAIL FOR THE INSTALLATION OF PVC SANITARY SEWER SERVICE PIPE – SCH40 DWV



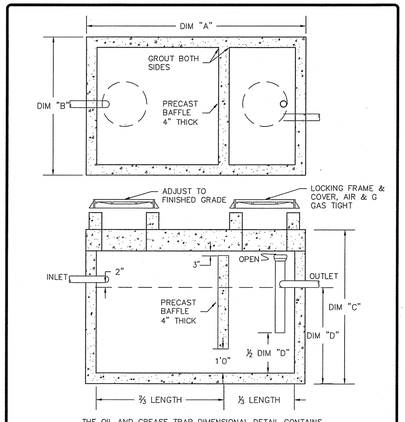
NOTE:
ACCURATELY SHAPE THE INVERTS TO A SMOOTH SEMI-CIRCLE CONFORMING TO THE INSIDE CONTOUR OF THE ADJACENT SEWER SECTIONS. ALL ENTERING BRANCHES AND CHANGES IN DIRECTIONS SHALL BE FORMED BY A CIRCULAR CURVE IN THE INVERT OF AS LARGE A RADIUS AS THE SIZE OF MANHOLE WILL PERMIT. CHANGES IN SIZE AND GRADE OF THE CHANNELS SHALL BE MADE GRADUALLY AND EVENLY. THE INVERT CHANNELS SHALL BE FORMED DIRECTLY IN THE CONCRETE OF THE MANHOLE BASE, OR SHALL BE BUILT UP WITH BRICK AND MORTAR. THE FLOOR OF THE MANHOLE OUTSIDE THE CHANNELS SHALL BE SMOOTH AND SHALL SLOPE TOWARD THE CHANNELS NOT LESS THAN 1 INCH PER FOOT NOR MORE THAN 2 INCHES PER FOOT.

S-17

MANHOLE INVERTS



DETAIL VIEW
SCALE: 1"= 20'



THE OIL AND GREASE TRAP DIMENSIONAL DETAIL CONTAINS THE DIMENSION CHART FOR THE OIL/GREASE TRAP

NOTE: GREASE TRAPS SHALL BE A MINIMUM OF 1,000 GAL.

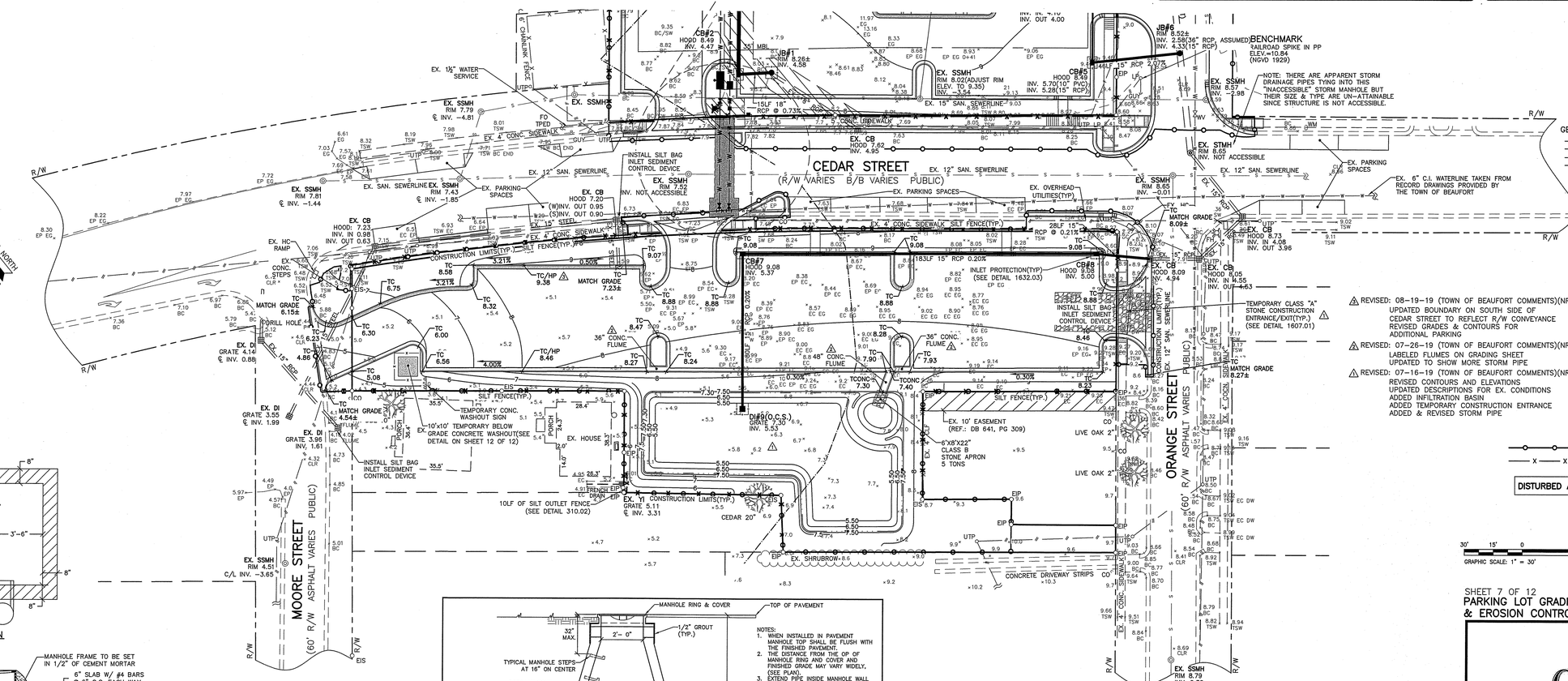
OIL AND GREASE TRAP SIZING

OIL AND GREASE TRAP DIMENSION CHART

CAP (GAL.)	DIM "A"	DIM "B"	DIM "C"	DIM "D"
1000	9'0"	5'0"	7'2"	4'2"
1250	9'0"	5'0"	7'2"	5'2"
1500	11'2"	5'8"	7'2"	4'4"
1750	11'2"	5'8"	7'2"	4'11"
2000	12'8"	6'8"	8'0"	4'7"
2500	12'8"	6'8"	8'0"	5'6"
2750	12'8"	6'8"	8'0"	6'0"
3000	15'7"	9'7"	8'6.5"	5'0"
4000	15'7"	9'7"	8'6.5"	6'3"
5000	19'11"	9'11"	8'11"	6'2"
6000	19'11"	9'11"	10'5"	7'2"

NOTES:
1. CONCRETE: 28 DAY $f'c$=4500 psi
2. REBAR: ASTM A-615 GRADE 60
3. MESH: ASTM A-185 GRADE 65
4. DESIGN: ACI 318-83 BUILDING CODE ASTM C-857 MINIMUM STRUCTURAL DESIGN LOADING FOR UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES
5. LOADS: H-20 TRUCK WHEEL WITH 30% IMPACT PER AASHTO
6. FILL WITH CLEAN WATER PRIOR TO START UP OF SYSTEM
7. CONTRACTOR TO SUPPLY AND INSTALL ALL PIPING, SANITARY TEE's, AND 4" DUAL SWEEP CLEAN OUTS (FOR CLEANING TOWARD AND AWAY FROM TRAP ON BOTH THE INLET AND OUTLET SIDE).
8. GRAY WATER ONLY, BLACK WATER SHALL BE CARRIED BY SEPARATE SEWER.
9. ALL PIPE PENETRATIONS SHALL BE THROUGH A FLEXIBLE CONNECTOR AND SEALED WATERTIGHT WITH GROUT.

OIL AND GREASE TRAP DIMENSIONS TABLE


CB#2 HOOD 8.49 INV. 4.47
JB#1 RIM 8.26± INV. 4.58
EX. SSMH RIM 8.02(ADJUST RIM ELEV. TO 9.35) INV. ~3.54
CB#5 HOOD 8.45 INV. 5.70(10" PVC) INV. 5.28(15" RCP)
JB#6 RIM 8.52± INV. 2.58(36" RCP, ASSUMED) INV. 4.33(15" RCP)
BENCHMARK RAILROAD SPIKE IN PP ELEV.=10.84 (NGVD 1929)
EX. SSMH RIM 8.57 INV. ~2.98
NOTE: THERE ARE APPARENT STORM DRAINAGE PIPES TYING INTO THIS "INACCESSIBLE" STORM MANHOLE BUT THEIR SIZE & TYPE ARE UN-ATTAINABLE SINCE STRUCTURE IS NOT ACCESSIBLE.
EX. ½" WATER SERVICE
EX. SSMH RIM 7.79 INV. ~4.81
EX. 4' CONC. SIDEWALK
EX. SSMH
15LF 18" RCP @ 0.73%
5' CONC. SIDEWALK
EX. 15" SAN. SEWERLINE
EX. CB HOOD 7.62 INV. 4.95
CEDAR STREET (R/W VARIES B/B VARIES PUBLIC)
EX. 12" SAN. SEWERLINE
EX. PARKING SPACES
EX. SSMH RIM 8.65 INV. ~0.01
EX. STMH RIM 8.65 INV. NOT ACCESSIBLE
EX. 6" C.I. WATERLINE TAKEN FROM RECORD DRAWINGS PROVIDED BY THE TOWN OF BEAUFORT
EX. SAN. SEWERLINE
EX. SSMH RIM 7.81 INV. ~1.44
EX. SSMH RIM 7.43 INV. ~1.85
EX. CB HOOD: 7.23 INV. IN 0.98 INV. OUT 0.63
EX. CB (W)INV. OUT 0.95 (S)INV. OUT 0.90
INSTALL SILT BAG INLET SEDIMENT CONTROL DEVICE
EX. SSMH RIM 7.52 INV. NOT ACCESSIBLE
EX. 4' CONC. SIDEWALK
EX. 15" SAN. SEWERLINE
SILT FENCE(TYP.)
CONSTRUCTION LIMITS(TYP.)
EX. HC RAMP
EX. CONC. STEPS
DRILL HOLE
EX. DI GRATE 4.14 INV. 0.88
EX. DI GRATE 3.55 INV. 1.99
EX. DI GRATE 3.96 INV. 1.61
MATCH GRADE 6.15±
MATCH GRADE 7.23±
MATCH GRADE 4.54±
TEMPORARY CONC. WASHOUT SIGN
10'x10' TEMPORARY BELOW GRADE CONCRETE WASHOUT(SEE DETAIL ON SHEET 12 OF 12)
INSTALL SILT BAG INLET SEDIMENT CONTROL DEVICE
EX. HOUSE
10LF OF SILT OUTLET FENCE (SEE DETAIL 310.02)
EX. YI CONSTRUCTION LIMITS(TYP.)
EX. YI GRATE 5.11 INV. 3.31
CEDAR 20"
MOORE STREET (60' R/W ASPHALT VARIES PUBLIC)
EX. SSMH RIM 4.51 C/L INV. ~3.65
EIS
ANGLE IRON
CB#7 HOOD 9.08 INV. 5.37
183LF 15" RCP 0.20%
INLET PROTECTION(TYP) (SEE DETAIL 1632.03)
CB#8 HOOD 8.05 INV. 5.00
INSTALL SILT BAG INLET SEDIMENT CONTROL DEVICE
EX. CB HOOD 8.09 INV. IN 4.55 INV. OUT ~3.63
EX. CB HOOD 8.13 INV. IN 4.08 INV. OUT 3.96
TEMPORARY CLASS "A" STONE CONSTRUCTION ENTRANCE/EXIT(TYP.) (SEE DETAIL 1607.01)
MATCH GRADE 8.09±
MATCH GRADE 8.27±
36" CONC. FLUME
48" CONC. FLUME
TCONC 7.40
TCONC 7.30
DIB@(O.C.S.) GRATE 7.30 INV. 5.53
SILT FENCE(TYP.)
EX. 10' EASEMENT (REF.: DB 641, PG 309)
6'X8'X22" CLASS B STONE APRON 5 TONS
LIVE OAK 2'
LIVE OAK 2'
ORANGE STREET (60' R/W ASPHALT VARIES PUBLIC)
EX. SSMH RIM 8.79 INV. 0.32
EX. SHRUBROW
CONCRETE DRIVEWAY STRIPS
EX. PARKING SPACES
EX. OVERHEAD UTILITIES(TYP.)
EX. 4' CONC. SIDEWALK
EX. 12" SAN. SEWERLINE
EX. 10" FORCE MAIN
EX. 4" WATERLINE
EX. 6" WATERLINE
EX. 8" WATERLINE
EX. 2" GAS LINE
EX. UTILITY POLE
EX. GUY
EX. TELEPHONE PEDESTAL
EX. TELEPHONE MANHOLE
EX. ELECTRIC MANHOLE
EX. ELECTRIC TRANSFORMER
EX. ELECTRIC METER
EX. GAS METER
EX. WATER METER
EX. WATER VALVE
EX. FIRE HYDRANT
EX. FLAG POLE
EX. SIGN
EX. MAILBOX
EX. TREE
EX. SHRUB
EX. CONIFER
EX. PALM TREE
EX. STUMP
EX. BUSH
EX. BOLLARD
EX. LIGHT POST
EX. FENCE
EX. BRICK WALL
EX. CONCRETE WALL
EX. RETAINING WALL
EX. CONCRETE
EX. ASPHALT
EX. BRICK
EX. GRAVEL
EX. WOOD
EX. CONCRETE PAVERS
EX. STONE
EX. CONTOUR
EX. SPOT ELEVATION
EX. DRAINAGE FLOW
EX. DRAINAGE BASIN
EX. DRAINAGE AREA
EX. DRAINAGE DIVIDE
EX. DRAINAGE PIPE
EX. DRAINAGE CHANNEL
EX. DRAINAGE DITCH
EX. DRAINAGE SWALE
EX. DRAINAGE CULVERT
EX. DRAINAGE INLET
EX. DRAINAGE MANHOLE
EX. DRAINAGE CATCH BASIN
EX. DRAINAGE OUTLET
EX. DRAINAGE HEADWALL
EX. DRAINAGE FLUME
EX. DRAINAGE CHUTE
EX. DRAINAGE APRON
EX. DRAINAGE GRATE
EX. DRAINAGE COVER
EX. DRAINAGE FRAME
EX. DRAINAGE RISER
EX. DRAINAGE BARREL
EX. DRAINAGE ORIFICE
EX. DRAINAGE WEIR
EX. DRAINAGE TRASH RACK
EX. DRAINAGE ANTI-SEEP COLLAR
EX. DRAINAGE FLARE END SECTION
EX. DRAINAGE HEADWALL
EX. DRAINAGE WINGWALL
EX. DRAINAGE CUTOFF WALL
EX. DRAINAGE FOOTING
EX. DRAINAGE KEY
EX. DRAINAGE SHEAR KEY
EX. DRAINAGE BEARING PAD
EX. DRAINAGE EXPANSION JOINT
EX. DRAINAGE CONTRACTION JOINT
EX. DRAINAGE CONSTRUCTION JOINT
EX. DRAINAGE WATERSTOP
EX. DRAINAGE REINFORCEMENT
EX. DRAINAGE STIRRUP
EX. DRAINAGE TIE
EX. DRAINAGE HOOK
EX. DRAINAGE BEND
EX. DRAINAGE SPLICE
EX. DRAINAGE LAP
EX. DRAINAGE COVER
EX. DRAINAGE CLEAR COVER
EX. DRAINAGE CONCRETE COVER
EX. DRAINAGE CONCRETE STRENGTH
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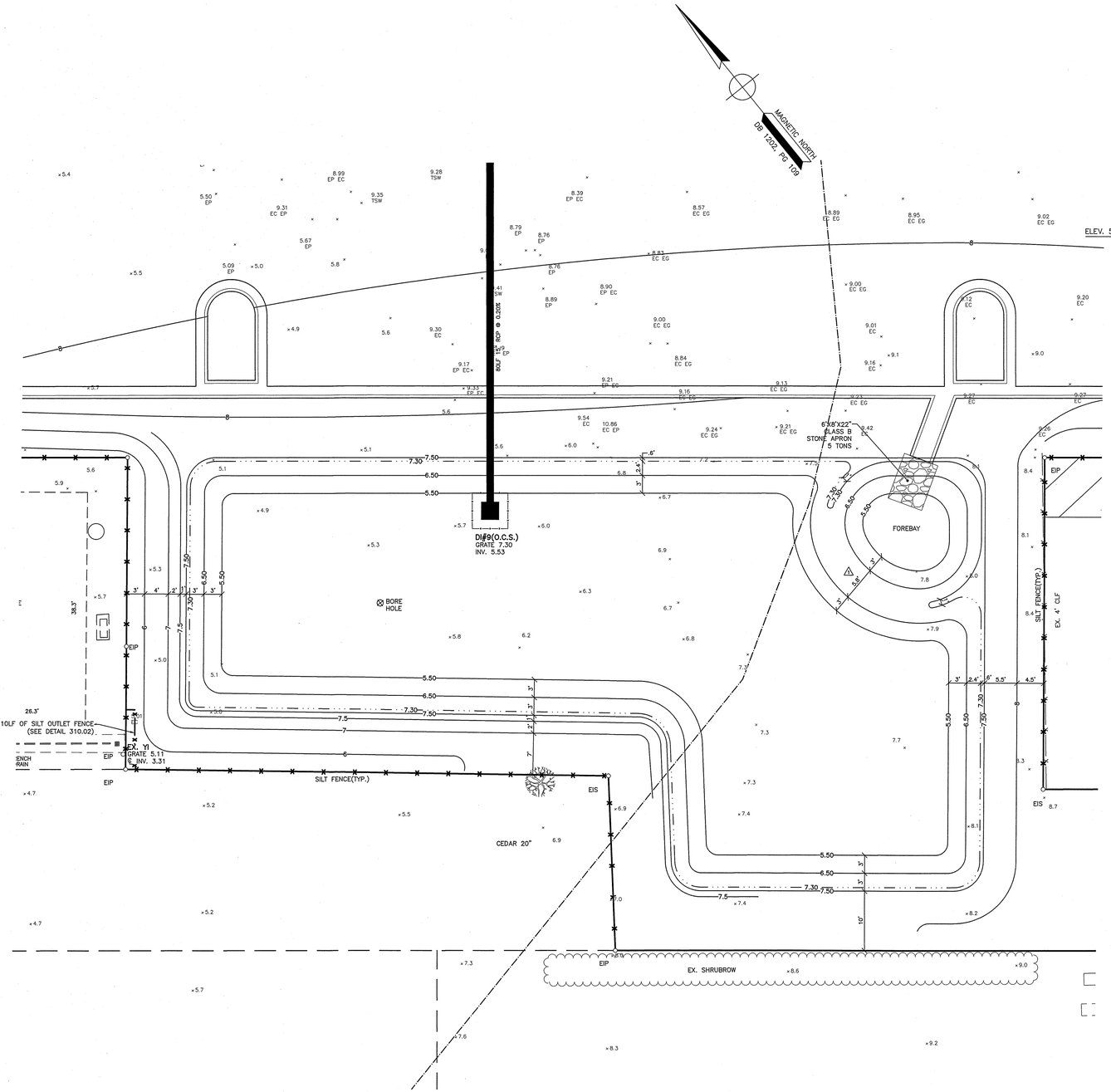
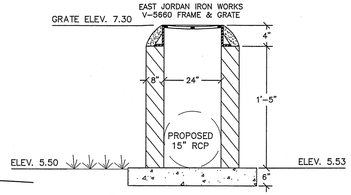
EX. DRAINAGE CONCRETE SIMILAR ISLAND
EX. DRAINAGE CONCRETE DIFFERENT ISLAND
EX. DRAINAGE CONCRETE SAME ISLAND
EX. DRAINAGE CONCRETE OPPOSITE ISLAND
EX. DRAINAGE CONCRETE ADJACENT ISLAND
EX. DRAINAGE CONCRETE NEARBY ISLAND
EX. DRAINAGE CONCRETE FAR ISLAND
EX. DRAINAGE CONCRETE CLOSE ISLAND
EX. DRAINAGE CONCRETE DISTANT ISLAND
EX. DRAINAGE CONCRETE REMOTE ISLAND
EX. DRAINAGE CONCRETE ISOLATED ISLAND
EX. DRAINAGE CONCRETE CONNECTED ISLAND
EX. DRAINAGE CONCRETE DISCONNECTED ISLAND
EX. DRAINAGE CONCRETE INTERRUPTED ISLAND
EX. DRAINAGE CONCRETE CONTINUOUS ISLAND
EX. DRAINAGE CONCRETE INTERMITTENT ISLAND
EX. DRAINAGE CONCRETE PERIODIC ISLAND
EX. DRAINAGE CONCRETE SEASONAL ISLAND
EX. DRAINAGE CONCRETE ANNUAL ISLAND
EX. DRAINAGE CONCRETE MONTHLY ISLAND
EX. DRAINAGE CONCRETE WEEKLY ISLAND
EX. DRAINAGE CONCRETE DAILY ISLAND
EX. DRAINAGE CONCRETE HOURLY ISLAND
EX. DRAINAGE CONCRETE MINUTE ISLAND
EX. DRAINAGE CONCRETE SECOND ISLAND
EX. DRAINAGE CONCRETE INSTANT ISLAND
EX. DRAINAGE CONCRETE MOMENT ISLAND
EX. DRAINAGE CONCRETE TIME ISLAND
EX. DRAINAGE CONCRETE DURATION ISLAND
EX. DRAINAGE CONCRETE PERIOD ISLAND
EX. DRAINAGE CONCRETE FREQUENCY ISLAND
EX. DRAINAGE CONCRETE RATE ISLAND
EX. DRAINAGE CONCRETE VELOCITY ISLAND
EX. DRAINAGE CONCRETE ACCELERATION ISLAND
EX. DRAINAGE CONCRETE FORCE ISLAND
EX. DRAINAGE CONCRETE MASS ISLAND
EX. DRAINAGE CONCRETE WEIGHT ISLAND
EX. DRAINAGE CONCRETE DENSITY ISLAND
EX. DRAINAGE CONCRETE VOLUME ISLAND
EX. DRAINAGE CONCRETE AREA ISLAND
EX. DRAINAGE CONCRETE LENGTH ISLAND
EX. DRAINAGE CONCRETE WIDTH ISLAND
EX. DRAINAGE CONCRETE HEIGHT ISLAND
EX. DRAINAGE CONCRETE DEPTH ISLAND
EX. DRAINAGE CONCRET



INFILTRATION BASIN DETAIL

SCALE: 1"= 10'

GENERAL NOTES:
-CLASS "AA" CONCRETE TO BE USED.
-FORMS TO BE USED FOR CONSTRUCTION OF BOTTOM SLABS.
-ALL MORTAR JOINTS TO BE 1/2" PLUS OR MINUS 1/8".
-JUMBO BRICK WILL BE PERMITTED.



DROP INLET #9
(OUTLET CONTROL STRUCTURE)

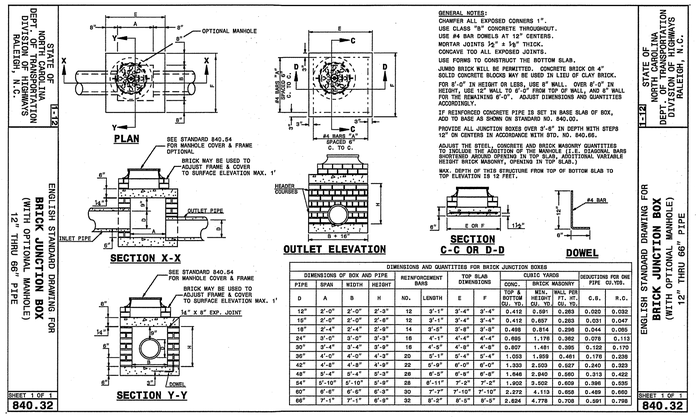
24"x24" INSIDE DIMENSION
(N.T.S.)

STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

EC-12

ENGLISH STANDARD DRAWING FOR
BRICK JUNCTION BOX
(WITH OPTIONAL MANHOLE)
12" THRU 66" PIPE

SHEET 1 OF 1
840.32



GENERAL NOTES:
CHAMFER ALL EXPOSED CORNERS 1".
USE CLASS "B" CONCRETE THROUGHOUT.
USE #4 BAR DOWELS AT 12" CENTERS.
MORTAR JOINTS ½" ± ⅛" THICK.
CONCAVE TOO ALL EXPOSED JOINTS.
USE FORMS TO CONSTRUCT THE BOTTOM SLAB.
JUMBO BRICK WILL BE PERMITTED. CONCRETE BRICK OR 4" SOLID CONCRETE BLOCKS MAY BE USED IN LIEU OF CLAY BRICK.
FOR 5'-0" IN HEIGHT OR LESS, USE 8" WALL. OVER 5'-0" IN HEIGHT, USE 12" WALL TO 6'-0" FROM TOP OF WALL, AND 8" WALL FOR THE REMAINING 6'-0". ADJUST DIMENSIONS AND QUANTITIES ACCORDINGLY.
IF REINFORCED CONCRETE PIPE IS SET IN BASE SLAB OF BOX, ADD TO BASE AS SHOWN ON STANDARD NO. 840.00.
PROVIDE ALL JUNCTION BOXES OVER 5'-0" IN DEPTH WITH STEPS 12" ON CENTERS IN ACCORDANCE WITH STD. NO. 840.66.
ADJUST THE STEEL, CONCRETE AND BRICK MASONRY QUANTITIES TO INCLUDE THE ADDITION OF THE MANHOLE (I.E. DIAGONAL BARS AROUND OPENING IN TOP SLAB, ADDITIONAL VARIABLE HEIGHT BRICK MASONRY, OPENING IN TOP SLAB.)
MAX. DEPTH OF THIS STRUCTURE FROM TOP OF BOTTOM SLAB TO TOP ELEVATION IS 12 FEET.

DIMENSIONS AND QUANTITIES FOR BRICK JUNCTION BOXES

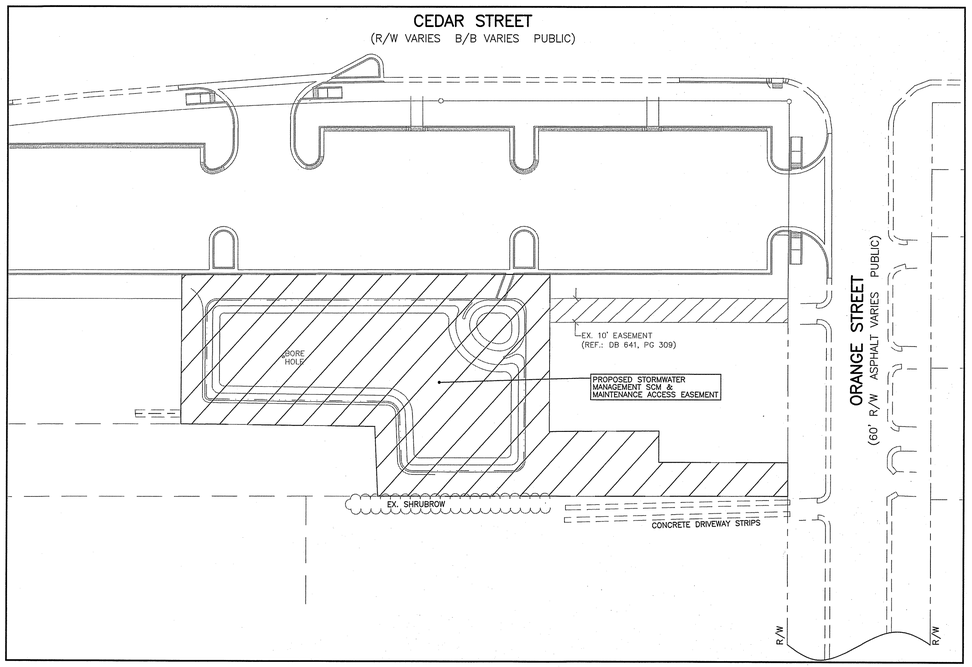
DIMENSIONS OF BOX AND PIPE				REINFORCEMENT BARS		TOP SLAB DIMENSIONS	CUBIC YARDS			HEIGHTENING FOR ONE PIPE CU.YDS.	
							CONC.	BRICK MASONRY			
PIPE	SPAN	WIDTH	HEIGHT	NO.	LENGTH	E	F	TOP & BOTTOM CU. YD.	MIN. HEIGHT CU. YD.	WALL PER FT. OF CU. YD.	C.B.	R.C.
12"	2'-0"	2'-0"	2'-3"	12	3'-1"	3'-4"	3'-4"	0.412	0.591	0.283	0.020	0.032
15"	2'-0"	2'-0"	2'-6"	12	3'-1"	3'-4"	3'-4"	0.412	0.657	0.283	0.031	0.047
18"	2'-4"	2'-4"	2'-9"	14	3'-5"	3'-8"	3'-8"	0.498	0.814	0.299	0.044	0.065
24"	3'-0"	3'-0"	3'-3"	18	4'-1"	4'-4"	4'-4"	0.695	1.176	0.362	0.078	0.113
30"	3'-4"	3'-4"	3'-9"	18	4'-5"	4'-8"	4'-8"	0.807	1.481	0.395	0.122	0.170
36"	4'-0"	4'-0"	4'-3"	20	5'-1"	5'-4"	5'-4"	1.033	1.859	0.461	0.176	0.226
42"	4'-8"	4'-8"	4'-9"	22	5'-8"	6'-0"	6'-0"	1.333	2.503	0.527	0.240	0.323
48"	5'-4"	5'-4"	5'-3"	28	6'-5"	6'-8"	6'-8"	1.646	2.940	0.560	0.313	0.432
54"	5'-10"	5'-10"	5'-9"	28	6'-11"	7'-2"	7'-2"	1.902	3.502	0.609	0.395	0.555
60"	6'-6"	6'-6"	6'-3"	30	7'-7"	7'-10"	7'-10"	2.272	4.113	0.658	0.469	0.693
66"	7'-1"	7'-1"	6'-9"	32	8'-2"	8'-5"	8'-5"	2.624	4.778	0.708	0.591	0.798

STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

EC-12

ENGLISH STANDARD DRAWING FOR
BRICK JUNCTION BOX
(WITH OPTIONAL MANHOLE)
12" THRU 66" PIPE

SHEET 1 OF 1
840.32

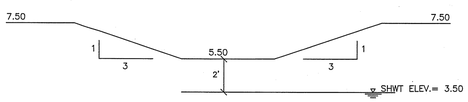


SCM EASEMENT DETAIL

SCALE: 1"= 30'

⚠ REVISED: 08-19-19 (ENGINEER'S COMMENTS)(NRW)
REVISED CONTOURS IN INFILTRATION BASIN

10' 5' 0 10' 20' 30'
GRAPHIC SCALE: 1" = 10'



INFILTRATION BASIN SECTION A-A

(N.T.S.)

CUSTOM STAGE DATA (CONIC):

ELEVATION (ft)	SURFACE AREA (ft²)	INC. STORE (ft³)	CUM. STORE (ft³)
5.50	4,492	0	0
6.50	5,589	5,031	5,031
7.30	6,536	4,845	9,876
7.50	7,345	1,387	11,263

NORTH CAROLINA PROFESSIONAL ENGINEER'S SEAL 43249 GREGORY P. ALLYN 9-4-2019 REGISTERED PROFESSIONAL ENGINEER

SHEET 8 OF 12
STORMWATER MANAGEMENT PLAN & DETAILS

COMPASS
MARGARITAVILLE HOTELS & RESORTS

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BEAUFORT PARTNERS, LLC
ADDRESS: P.O. BOX 14165
NEW BERN, NC 28561
PHONE: (252) 635-7476

OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 625
LAGRANGE, NC 28551
PHONE: (252) 559-0592

Baldwin Design Consultants, PA
LICENSE# C-3498
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390

DESIGNED: IP	APPROVED: IP
DRAWN: NRW	DATE: 06/20/19
CHECKED: IP	SCALE: 1" = 00'

North Carolina 811
www.nc811.org
Call 72 Hours Before You Dig!
1-800-632-4949

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

MAINTENANCE NOTES:

1. THE DRAINAGE AREA WILL BE CAREFULLY MANAGED TO REDUCE THE SEDIMENT LOAD TO THE INFILTRATION BASIN.
2. NO PORTION OF THE INFILTRATION BASIN WILL BE FERTILIZED AFTER THE INITIAL FERTILIZATION THAT IS REQUIRED TO ESTABLISH THE VEGETATION, LIME MAY BE ALLOWED IF VEGETATION IS PLANTED ON THE SURFACE OF THE INFILTRATION SYSTEM AND A SOIL TEST SHOWS THAT IT IS NEEDED.
3. THE VEGETATION IN AND AROUND THE BASIN WILL BE MAINTAINED AT A HEIGHT OF FOUR TO SIX INCHES.

AFTER THE INFILTRATION BASIN IS ESTABLISHED, IT WILL BE INSPECTED **ONCE A QUARTER AND WITHIN 24 HOURS AFTER EVERY STORM EVENT GREATER THAN 1.5 INCHES.** RECORDS OF OPERATION AND MAINTENANCE WILL BE KEPT IN A KNOWN SET LOCATION AND WILL BE AVAILABLE UPON REQUEST.

INFILTRATION BASIN-CONSTRUCTION SCHEDULE:

1. EXCAVATE INFILTRATION BASIN AREA TO ROUGH BASE ELEVATION DURING CONSTRUCTION. THE INFILTRATION BASIN IS TO BE USED AS SEDIMENT BASIN DURING CONSTRUCTION.
2. INSTALL EROSION CONTROL MEASURES TO STABILIZE INFILTRATION BASIN AREA.
3. WHEN THE SITE HAS BEEN STABILIZED WITH TEMPORARY SEEDING, CABC AND CURB AND GUTTER, CLEAN SEDIMENT OUT OF INFILTRATION BASIN.
4. PERMANENT SEED BANKS AND SLOPES OF BERM AND INFILTRATION BASIN AREA.

NOTE: THE SOILS ON THIS PROPERTY ARE COMPOSED ENTIRELY OF LEON-URBAN LAND COMPLEX(Lu), WHICH BELONGS TO HYDROLOGIC SOIL GROUP A. THE SEASONAL HIGH WATER TABLE WAS DETERMINED TO BE ON AT AN ELEVATION OF 3.50.

Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\SHEETS\DEV SET\STORMWATER.dwg Tue, Sep 03, 2019-5:09pm RWELLS

TOWN CREEK

TREATED WOOD PILING (TYPICAL)

CONCRETE PILING (TYPICAL)

4' TYP.

20' PROPOSED SLIPS

EX. CONC. PILING (TYPICAL)

EX. FINGER PIER (TYPICAL)

EX. WOODEN FLOATING DOCK

WOODEN FLOATING DOCK

EX. DOCK

FDC

SOUNDINGS TAKEN ON 11/07/07, 12:15 PM

EX. TREATED WOOD PILING (TYPICAL)

EX. ALUMINUM GANGWAY

EX. CONC. BOAT RAMP

SHORELINE

TOE OF SLOPE

EX. WOODEN DECK WITH CONCRETE SLATS

DEBORAH SUE BOYCE
DB 777, PG 02

DEBORAH SUE BOYCE
DB 624, PG 277

GRANITE SHORELINE STABILIZATION

6' WOODEN RAILWAY W/ CONC. SLATS

EX. WOODEN PATIO WITH CONC. SLATS

EX. WOODEN DECK WITH CONCRETE SLATS(TYP.)

75' AEC SETBACK

LAMP HEADS ON ALL SIDES OF POLE

4' CONC. SIDEWALK

EX. TREE

LAMP HEADS EAST, NORTH AND SOUTH SIDES OF POLE

PROPOSED 15' DRAINAGE EASEMENT CENTERED ON STORM PIPE AS INSTALLED

PROPOSED 8' ACCESS EASEMENT

6.5' CONC. SIDEWALK

5' CONC. SIDEWALK

EX. 6' CHAIN LINK FENCE

EX. PARKING SPACES

EX. 4' CONC. SIDEWALK

CEDAR STREET
(R/W VARIES B/B VARIES PUBLIC)

EX. HC RAMP

BULL'S PROP SHOP, INC.
DB 303, PG 385

ORANGE STREET
(60' R/W ASPHALT VARIES PUBLIC)

R/W

MAGNETIC NORTH
DB 1202, PG 109

LEGEND

- PROPOSED LIVE OAK
- PROPOSED FLOWERING DOGWOOD
- PROPOSED WAX MYRTLE
- PROPOSED AMERICAN HOLLY
- PROPOSED DWARF AZALEA, COASTAL

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⚠ REVISED: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET TO REFLECT R/W CONVEYANCE

30' 15' 0 30' 60' 90'
GRAPHIC SCALE: 1" = 30'

SHEET 9 OF 12
HOTEL & AMENITIES SITE VEGETATION PLAN

COMPASS
MARGARITAVILLE HOTELS & RESORTS

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

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PHONE: (252) 635-7476

OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 625 LAGRANGE, NC 28551
PHONE: (252) 559-0592

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 38082 MATTHEW W. BALDWIN 2/13/19

Baldwin Design Consultants, PA
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390

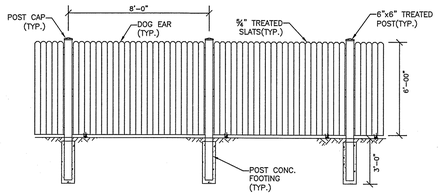
LICENSE# C-3498

DESIGNED: MWB	APPROVED: MWB
DRAWN: NRW	DATE: 06/20/19
CHECKED: MWB	SCALE: 1" = 30'

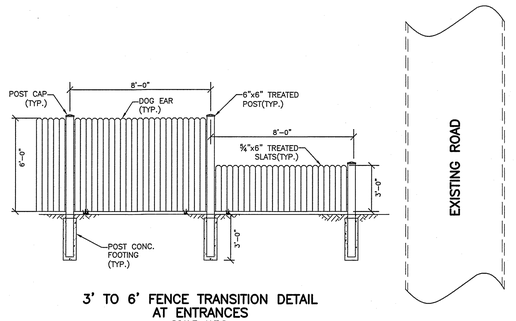
Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\SHEETS\DEQ SET\VEGETATION.dwg Fri, Aug 23, 2019 - 10:41am RWELLS

LEGEND

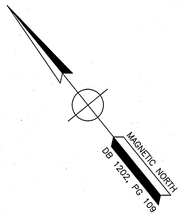
- PROPOSED LIVE OAK
- PROPOSED FLOWERING DOGWOOD
- PROPOSED WAX MYRTLE
- PROPOSED AMERICAN HOLLY
- PROPOSED DWARF AZALEA, COASTAL

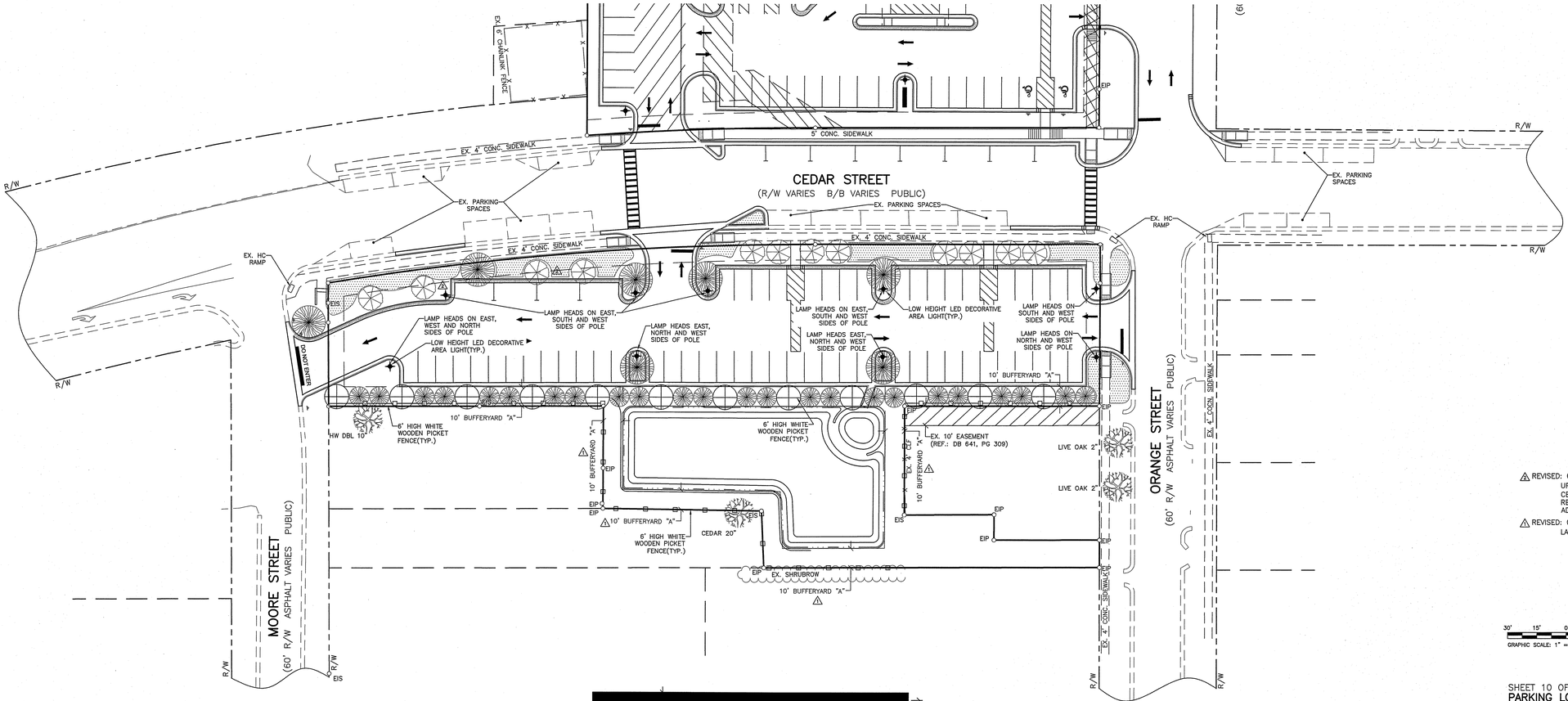


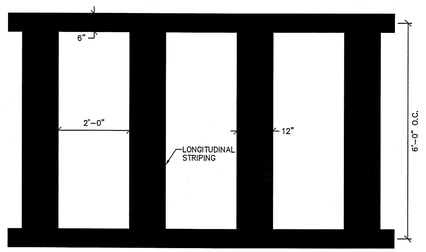
6' WOOD PRIVACY FENCE DETAIL
SCALE: N.T.S.



3' TO 6' FENCE TRANSITION DETAIL AT ENTRANCES
SCALE: N.T.S.







NOTES:
1. 2.00% MAXIMUM CROSS SLOPE.
2. 5.00% MAXIMUM LONGITUDINAL SLOPE.

CROSSWALK
(N.T.S.)

⚠ REVISED: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET TO REFLECT R/W CONVEYANCE
REVISED VEGETATION AND LIGHTING AROUND ADDITIONAL PARKING SPACES

⚠ REVISED: 07-26-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
LABELED BUFFERYARDS AROUND POND

30' 15' 0 30' 60' 90'
GRAPHIC SCALE: 1" = 30'

SHEET 10 OF 12
PARKING LOT SITE VEGETATION PLAN

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COMPASS
MARGARITAVILLE HOTELS & RESORTS

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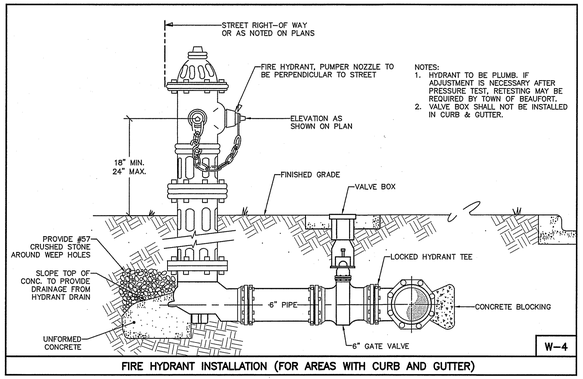
PHONE: (252) 635-7476	PHONE: (252) 559-0592

SEAL 032082 NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT

Baldwin Design Consultants, PA
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390
LICENSE# C-3498

DESIGNED:	MWB	APPROVED:	MWB
DRAWN:	NRW	DATE:	06/20/19
CHECKED:	MWB	SCALE:	1" = 30'

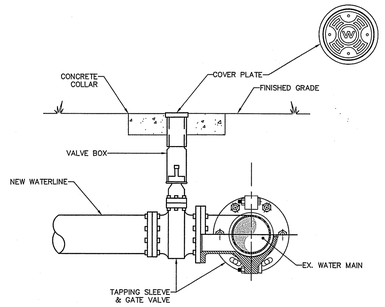
Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\SHEETS\DEQ SET\VEGETATION.dwg Fri, Aug 23, 2019 - 10:41:am RWELLS



NOTES:
1. HYDRANT TO BE PLUMB. IF ADJUSTMENT IS NECESSARY AFTER PRESSURE TEST, RETESTING MAY BE REQUIRED BY TOWN OF BEAUFORT.
2. VALVE BOX SHALL NOT BE INSTALLED IN CURB & GUTTER.

W-4

FIRE HYDRANT INSTALLATION (FOR AREAS WITH CURB AND GUTTER)



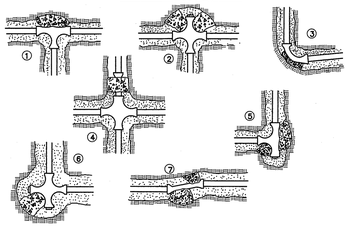
W-22

TAPPING TEE & VALVE

RESULTANT THRUST AT FITTING AT 150 PSI WATER PRESSURE

NOM. PIPE DIA.	TOTAL POUNDS DEAD END	90° BEND	45° BEND	22-1/2° BEND	11-1/4° BEND
4"	2,700	3,800	2,100	1,100	530
6"	5,600	8,000	4,300	2,200	1,100
8"	9,700	13,600	7,400	3,800	1,900
10"	14,500	20,500	11,100	5,700	2,900
12"	20,500	29,000	15,700	8,000	4,000
14"	27,600	39,000	21,100	11,000	5,400
16"	35,700	50,400	27,300	14,000	7,000
18"	44,800	63,400	34,400	17,500	8,800
20"	55,000	77,000	42,100	21,500	10,800
24"	78,500	110,000	60,000	31,600	15,400
30"	120,600	170,600	92,300	47,100	23,600
36"	172,800	244,400	132,300	67,500	33,900
42"	233,300	330,000	178,600	91,000	45,700
48"	304,000	430,000	232,700	118,600	59,600
54"	384,100	543,200	294,000	149,000	75,300

TYPES OF THRUST BLOCKING



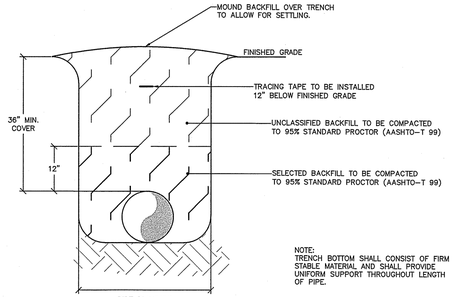
SOIL	BEARING LOAD (lb/sq.ft.)
MUCKY	0
SOFT CLAY	1,000
SILT	1,500
SANDY SILT	3,000
SAND	4,000
SANDY CLAY	6,000
HARD CLAY	9,000

NOTES:
1. POLYWRAP SHALL BE USED TO COVER FITTINGS AND BOLTS.
2. TO DETERMINE THE SIZE OF A CONCRETE THRUST BLOCK, DIVIDE THE TOTAL FORCE BY THE BEARING VALUES OF THE SOIL. THE QUOTIENT WILL BE THE SIZE OF THE BEARING AREA OF THE THRUST BLOCK IN SQUARE FEET. APPROXIMATE VALUES FOR VARIOUS TYPES OF SOIL ARE LISTED IN TABLE.
3. NO RESPONSIBILITY CAN BE ASSUMED FOR THE ACCURACY OF THE DATA IN THIS TABLE DUE TO THE WIDE VARIATION OF BEARING LOAD CAPABILITIES FOR EACH SOIL TYPE.

1. THRU LINE CONNECTION, TEE
2. THRU LINE CONNECTION, TEE CROSS USED AS TEE
3. DIRECTION CHANGE, ELBOW
4. CHANGE LINE SIZE, REDUCER
5. DIRECTION CHANGE, TEE USED AS ELBOW
6. DIRECTION CHANGE, CROSS USED AS ELBOW
7. DIRECTION CHANGE

W-12

THRUST BLOCKING DETAIL

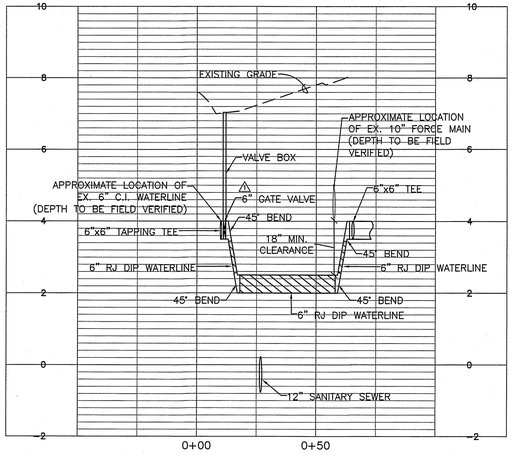


NOTE:
TRENCH BOTTOM SHALL CONSIST OF FIRM STABLE MATERIAL AND SHALL PROVIDE UNIFORM SUPPORT THROUGHOUT LENGTH OF PIPE.

W-21

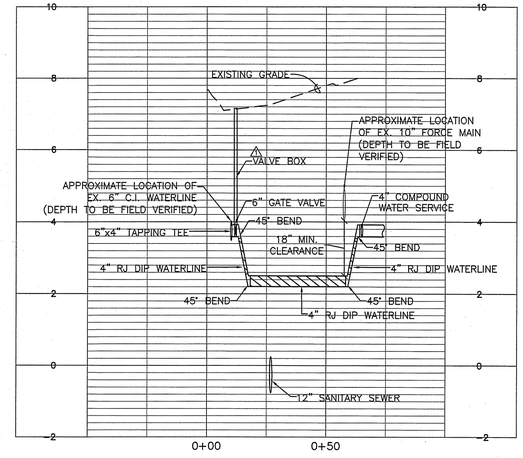
WATER LINE TRENCH DETAIL FOR UNPAVED AREAS

⚠ NOTE: SUBMIT TO THE PUBLIC UTILITIES DIRECTOR FOR APPROVAL MANUFACTURER'S DATA FOR ALL PROPOSED WATER AND SEWER VALVES, FITTINGS, HYDRANTS, PIPES, TUBING, ETC. THAT ARE TO BE DEDICATED TO AND MAINTAINED BY THE TOWN OF BEAUFORT PRIOR TO INSTALLATION.



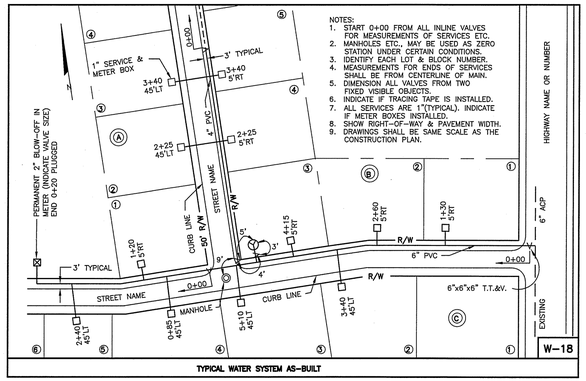
FIRELINE CROSSING (CEDAR STREET)

HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 2'



WATERLINE CROSSING (CEDAR STREET)

HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 2'

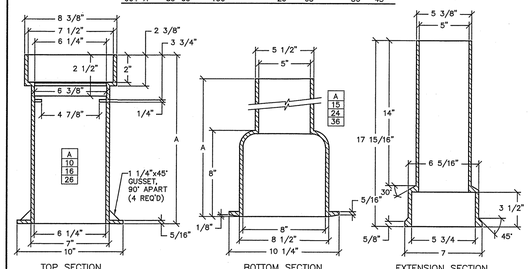


W-18

TYPICAL WATER SYSTEM AS-BUILT

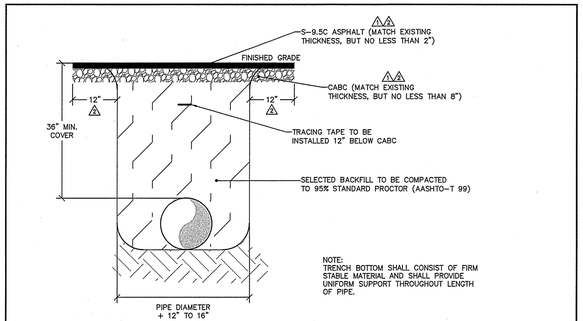
Slip Type	Extension, Inches	Complete Lbs. Wt.	Top and Cover Ins. Lgth.,	Top and Cover Lbs. Wt.	Bottom Ins. Lgth.,	Bottom Lbs. Wt.
461-A	18-24	60	10	35	15	25
562-A	24-36	80	16	45	24	35
564-A	36-48	92	16	47	36	45
664-A	39-60	106	26	63	36	45

NOTE:
VALVE BOX SHALL BE CHARLOTTE UTL-274, VALVE BOX EXTENSION SHALL BE CHARLOTTE UTL-281



W-19

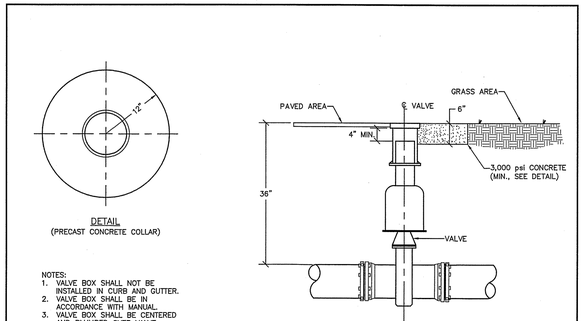
VALVE BOX DETAIL



NOTE:
TRENCH BOTTOM SHALL CONSIST OF FIRM STABLE MATERIAL AND SHALL PROVIDE UNIFORM SUPPORT THROUGHOUT LENGTH OF PIPE.

W-20

WATER LINE TRENCH DETAIL FOR PAVED AREAS



NOTES:
1. VALVE BOX SHALL NOT BE INSTALLED IN CURB AND GUTTER.
2. VALVE BOX SHALL BE IN ACCORDANCE WITH MANUAL.
3. VALVE BOX SHALL BE CENTERED AND PLUMBED OVER VALVE.

W-7

VALVE BOX DETAIL FOR VALVES SMALLER THAN 12"

⚠ REVISED: 07-26-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED TRENCH DETAIL

⚠ REVISED: 07-16-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED TRENCH FOR PAVED AREAS DETAIL
REMOVED WATER MAIN ENCASEMENT DETAIL
SHOWED VALVE BOX IN PROFILE SECTIONS

SHEET 11 OF 12
WATER SYSTEM DETAILS

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 43249 ROBERT PAUL WELLS 9-4-2019 REGISTERED ENGINEER CORPORATE PAUL WELLS

COMPASS
MARGARITAVILLE HOTELS & RESORTS

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

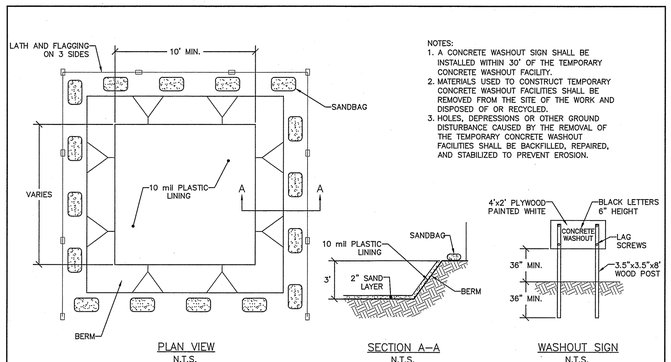
OWNER: BEAUFORT PARTNERS, LLC
ADDRESS: P.O. BOX 14165
NEW BERN, NC 28561
PHONE: (252) 635-7476

OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 625
LAGRANGE, NC 28551
PHONE: (252) 559-0592

Baldwin Design Consultants, PA
LICENSE# C-3498
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390

DESIGNED: N/A	APPROVED: IP
DRAWN: NRW	DATE: 06/20/19
CHECKED: IP/MWB	SCALE: AS SHOWN

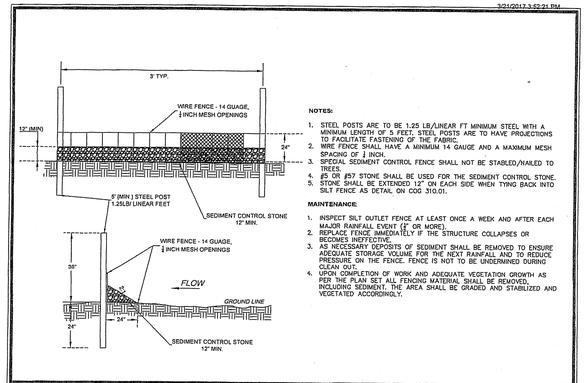
Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\SHEETS\DEP SET\WATER.dwg Tue, Sep 03, 2019-5:11pm RWELLS



NOTES:
1. A CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
2. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE REMOVED FROM THE SITE OF THE WORK AND DISPOSED OF OR RECYCLED.
3. HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE BACKFILLED, REPAIRED, AND STABILIZED TO PREVENT EROSION.

TEMPORARY BELOW GRADE CONCRETE WASHOUT — EC-4

3/21/2017 3:52:21 PM



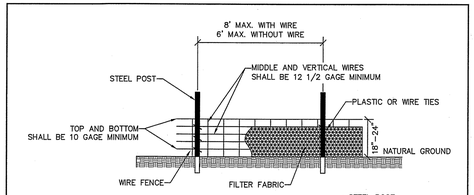
NOTES:
1. STEEL POSTS ARE TO BE 1.25 LB./LINEAR FT. MINIMUM STEEL WITH A MINIMUM LENGTH OF 5 FEET. STEEL POSTS ARE TO HAVE PROJECTIONS TO FACILITATE FASTENING OF THE FABRIC.
2. WIRE FENCE SHALL HAVE A MINIMUM 14 GAUGE AND A MAXIMUM MESH SPACING OF 6 INCH.
3. SPECIAL SEDIMENT CONTROL FENCE SHALL NOT BE STABLED/NAILED TO TREES.
4. #5 OR #57 STONE SHALL BE USED FOR THE SEDIMENT CONTROL STONE.
5. STONE SHALL BE EXTENDED 12" ON EACH SIDE WHEN TYING BACK INTO SILT FENCE AS DETAIL ON CGG 310.01.

MAINTENANCE:
1. INSPECT SILT OUTLET FENCE AT LEAST ONCE A WEEK AND AFTER EACH MAJOR RAINFALL EVENT (1" OR MORE).
2. REPLACE FENCE IMMEDIATELY IF THE STRUCTURE COLLAPSES OR BECOMES INEFFECTIVE.
3. AS NECESSARY DEPOSITS OF SEDIMENT SHALL BE REMOVED TO ENSURE ADEQUATE STORAGE VOLUME FOR THE NEXT RAINFALL AND TO REDUCE PRESSURE ON THE FENCE. FENCE IS NOT TO BE UNDERMINED DURING CLEANOUT.
4. UPON COMPLETION OF WORK AND ADEQUATE VEGETATION GROWTH AS PER THE PLAN SET ALL FENCING MATERIAL SHALL BE REMOVED, INCLUDING SEDIMENT, THE AREA SHALL BE GRADED AND STABILIZED AND VEGETATED ACCORDINGLY.

No.	Date	Description	Approved
1	3/9/2011	APPROVAL	T. Koppinger

SILT OUTLET FENCE

Scale: not to scale | Sheet # 1 of 1 | Detail # 310.02



NOTES:
1. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. FILTER FABRIC SHALL BE A MINIMUM OF 36" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE AS DIRECTED BY THE ENGINEER.
3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.

TEMPORARY SILT FENCE DETAIL — EC-2

MAINTENANCE PLAN

CONSTRUCTION ENTRANCE

MAINTAIN THE GRAVEL PAD IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 2–INCH STONE. AFTER EACH RAINFALL, INSPECT ANY STRUCTURE USED TO TRAP SEDIMENT AND CLEAN IT OUT AS NECESSARY. IMMEDIATELY REMOVE ALL OBJECTIONABLE MATERIALS SPILLED, WASHED, OR TRACKED ONTO PUBLIC ROADWAYS.

SILT FENCE

INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. ENSURE SEDIMENT FENCE IS STILL TOED IN AS PER DRAWINGS. MAKE ANY REQUIRED REPAIRS IMMEDIATELY. SHOULD THE FABRIC OF SEDIMENT FENCE COLLAPSE, TEAR, BECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

INLET PROTECTION – HARDWARE CLOTH AND GRAVEL INLET PROTECTION

INSPECT INLETS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT. CLEAR THE MESH WIRE OF ANY DEBRIS OR OTHER OBJECTS TO PROVIDE ADEQUATE FLOW FOR SUBSEQUENT RAINS. TAKE CARE NOT TO DAMAGE OR UNDERCUT THE WIRE MESH DURING SEDIMENT REMOVAL. REPLACE STONE AS NEEDED.

GRADED AREAS

PERIODICALLY, CHECK ALL GRADED AREAS AND THE SUPPORTING EROSION AND SEDIMENTATION CONTROL PRACTICES, ESPECIALLY AFTER HEAVY RAINFALLS. PROMPTLY REMOVE ALL SEDIMENT FROM DIVERSIONS AND OTHER WATER–DISPOSAL PRACTICES. IF WASHOUTS OR BREAKS OCCUR, REPAIR THEM IMMEDIATELY. PROMPT MAINTENANCE OF SMALL ERODED AREAS BEFORE THEY BECOME SIGNIFICANT GULLIES. AREAS ARE TO BE SEEDED AS PER NORTH CAROLINA EROSION AND SEDIMENTATION NOTES AND SEEDING CRITERIA.

DUST CONTROL

MAINTAIN ALL AND ANY DUST CONTROL MEASURES THROUGH DRY WEATHER PERIODS UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED.

CONCRETE WASHOUT

OPERATING AND INSPECTING WASHOUT FACILITIES CONCRETE WASHOUT FACILITIES SHOULD BE INSPECTED WEEKLY AND ESPECIALLY AFTER HEAVY RAINS TO CHECK FOR LEAKS, IDENTIFY ANY PLASTIC LININGS AND SIDEWALLS HAVE BEEN DAMAGED BY CONSTRUCTION ACTIVITIES, AND DETERMINE WHETHER THEY HAVE BEEN FILLED TO OVER 75 PERCENT CAPACITY. WHEN THE WASHOUT CONTAINER IS FILLED TO OVER 75 PERCENT OF ITS CAPACITY, DISCONTINUE POURING CONCRETE INTO THE FACILITY UNTIL IT HAS BEEN CLEANED OUT. ALLOW SLURRY TO EVAPORATE OR REMOVE FROM SITE IN A SAFE MANNER. ALL HARDENED MATERIAL SHOULD BE REMOVED AND RECYCLED. DAMAGES TO THE CONTAINER SHOULD BE REPAIRED PROMPTLY. BEFORE HEAVY RAINS, THE WASHOUT CONTAINER'S LIQUID LEVEL SHOULD BE LOWERED OR THE CONTAINER SHOULD BE COVERED TO AVOID AN OVERFLOW DURING THE RAIN STORM. ANY OVERFLOWING OF THE WASHOUT FACILITIES ONTO THE GROUND MUST BE CLEANED AND REMOVED WITHIN 24 HOURS OF EVENT. REMOVE TEMPORARY CONCRETE WASHOUT FACILITY WHEN THEY ARE NO LONGER NEEDED AND RESTORE THE DISTURBED AREAS TO THEIR ORIGINAL CONDITION OR AS PROPOSED ON THE PLAN.

TEMPORARY VEGETATION

RESEED AND MULCH AREA WHERE SEEDLING EMERGENCE IS POOR, OR WHERE EROSION OCCURS, AS SOON AS POSSIBLE. DO NOT MOW. PROTECT FROM TRAFFIC AS MUCH AS POSSIBLE.

MULCHING

INSPECT ALL MULCHES PERIODICALLY, AND AFTER RAINSTORMS TO CHECK FOR RILL EROSION, DISLOCATION OR FAILURE. WHERE EROSION IS OBSERVED, APPLY ADDITIONAL MULCH. IF WASHOUT OCCURS, REPAIR THE SLOPE GRADE, RESEED AND REINSTALL MULCH. CONTINUE INSPECTIONS UNTIL VEGETATION IS FIRMLY ESTABLISHED.

SILT BAG

REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM THE SURFACE AND VICINITY OF THE UNIT AFTER EACH SIGNIFICANT ½ INCH OR GREATER) RAINFALL EVENT.

REMOVE THE SEDIMENT THAT HAS ACCUMULATED WITHIN CONTAINMENT AREA OF THE SILT BAG WHEN TRAPPED SEDIMENT HAS ACCUMULATED TO 50% OF THE BAG CAPACITY OR IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

IF USING OPTIONAL OIL ABSORBENTS, REMOVE AND REPLACE ABSORBENT PILLOW WHEN NEAR SATURATION.

NOTE: ALL EXPOSED SLOPES TO BE SODDED WITH CENTIPEDE SOD IMMEDIATELY AFTER COMPLETION OF GRADING ACTIVITIES.

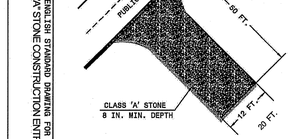
NPDES INSPECTION REQUIREMENTS

MINIMUM SELF INSPECTION AND REPORTING REQUIREMENTS ARE AS FOLLOWS UNLESS OTHERWISE APPROVED IN WRITING BY THE DIVISION OF WATER QUALITY.

1. A RAIN GAUGE SHALL BE MAINTAINED IN GOOD WORKING ORDER ON THE SITE UNLESS ANOTHER RAIN–MONITORING DEVICE HAS BEEN APPROVED BY THE DIVISION OF WATER QUALITY.
2. A WRITTEN RECORD OF THE DAILY RAINFALL AMOUNTS SHALL BE RETAINED AND ALL RECORDS SHALL BE MADE AVAILABLE TO DIVISION OF WATER QUALITY OR AUTHORIZED AGENT UPON REQUEST. IF NO DAILY RAIN GAUGE OBSERVATIONS ARE MADE DURING WEEKEND OR HOLIDAY PERIODS, AND NO INDIVIDUAL–DAY RAINFALL INFORMATION IS AVAILABLE, THE CUMULATIVE RAIN MEASUREMENT FOR THOSE UN–ATTENDED DAYS WILL DETERMINE IF A SITE INSPECTION IS NEEDED. (NOTE: IF NO RAINFALL OCCURRED, THE PERMITTEE MUST RECORD "ZERO").
3. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. INSPECTION RECORDS MUST BE MAINTAINED FOR EACH INSPECTION EVENT AND FOR EACH MEASURE. AT A MINIMUM, INSPECTION OF MEASURES MUST OCCUR AT THE FREQUENCY INDICATED BELOW:
   a. ALL EROSION AND SEDIMENTATION CONTROL MEASURES MUST BE INSPECTED BY OR UNDER THE DIRECTION OF THE PERMITTEE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS, AND
   b. ALL EROSION AND SEDIMENT CONTROL MEASURES MUST BE INSPECTED BY OR UNDER THE DIRECTION OF THE PERMITTEE WITHIN 24 HOURS AFTER ANY STORM EVENT OF GREATER THAN 0.50 INCHES OF RAIN PER 24 HOUR PERIOD.
4. ONCE LAND DISTURBANCE HAS BEGUN ON THE SITE, STORMWATER RUNOFF DISCHARGE OUTFALLS SHALL BE INSPECTED BY OBSERVATION FOR EROSION, SEDIMENTATION AND OTHER STORMWATER DISCHARGE CHARACTERISTICS SUCH AS CLARITY, FLOATING SOLIDS, AND OIL SHEENS. INSPECTIONS OF THE OUTFALLS SHALL BE MADE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT OF GREATER THAN 0.50 INCHES OF RAIN PER 24 HOUR PERIOD.
5. INSPECTIONS ARE ONLY REQUIRED TO BE MADE DURING NORMAL BUSINESS HOURS. WHEN ADVERSE WEATHER CONDITIONS WOULD CAUSE THE SAFETY OF THE INSPECTION PERSONNEL TO BE IN JEOPARDY, THE INSPECTION CAN BE DELAYED UNTIL IT IS DEEMED SAFE TO PERFORM THESE DUTIES. (TIMES WHEN INSPECTIONS WERE DELAYED BECAUSE OF SAFETY ISSUES SHOULD BE NOTED IN THE INSPECTION RECORD.) IF THE INSPECTION CANNOT BE DONE ON THAT DAY, IT MUST BE COMPLETED ON THE FOLLOWING BUSINESS DAY.
6. TWENTY–FOUR HOUR REPORTING FOR VISIBLE SEDIMENT DISPOSITION
   a. THE PERMITTEE SHALL REPORT TO THE DIVISION OF WATER QUALITY CENTRAL OFFICE OR THE APPROPRIATE REGIONAL OFFICE ANY VISIBLE SEDIMENT BEING DEPOSITED IN ANY STREAM OR WETLAND OR ANY NONCOMPLIANCE WHICH MAY ENDANGER HEALTH OR THE ENVIRONMENT. (SEE SECTION VIII OF THIS PERMIT FOR CONTACT INFORMATION.) ANY INFORMATION SHALL BE PROVIDED ORALLY OR ELECTRONICALLY WITHIN 24 HOURS FROM THE TIME THE PERMITTEE BECAME AWARE OF THE CIRCUMSTANCES.
   b. A WRITTEN SUBMISSION SHALL BE PROVIDED TO THE APPROPRIATE REGIONAL OFFICE OF THE DIVISION OF WATER QUALITY WITHIN 5 DAYS OF THE TIME THE PERMITTEE BECOMES AWARE OF THE CIRCUMSTANCES. THE WRITTEN SUBMISSION SHALL CONTAIN A DESCRIPTION OF THE SEDIMENT DEPOSITION AND ACTIONS TAKEN TO ADDRESS THE CAUSE OF THE DEPOSITION. THE DIVISION OF WATER QUALITY STAFF MAY WAIVE THE REQUIREMENT FOR A WRITTEN REPORT ON A CASE–BY–CASE BASIS.
7. RECORDS OF INSPECTIONS MADE DURING THE PREVIOUS 30 DAYS SHALL REMAIN ON THE SITE AND AVAILABLE FOR AGENCY INSPECTORS AT ALL TIMES DURING NORMAL WORKING HOURS. UNLESS THE DIVISION OF WATER QUALITY PROVIDES A SITE–SPECIFIC EXEMPTION BASED ON UNIQUE SITE CONDITIONS THAT MAKE THIS REQUIREMENT NOT PRACTICAL. OLDER RECORDS MUST BE MAINTAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION AND MADE AVAILABLE UPON REQUEST. THE RECORDS MUST PROVIDE THE DETAILS OF EACH INSPECTION INCLUDING OBSERVATIONS, AND ACTIONS TAKEN IN ACCORDANCE WITH THIS PERMIT. THE PERMITTEE SHALL RECORD THE REQUIRED RAINFALL AND MONITORING OBSERVATIONS ON THE INSPECTION RECORD FORM PROVIDED BY THE DIVISION OR A SIMILAR INSPECTION FORM THAT IS INCLUSIVE OF ALL OF THE ELEMENTS CONTAINED IN THE DIVISION'S FORM. USE OF ELECTRONICALLY–AVAILABLE RECORDS, IN LIEU OF THE REQUIRED PAPER COPIES FOR INSPECTION WILL BE ALLOWED IF SHOWN TO PROVIDE EQUAL ACCESS AND UTILITY AS THE HARD–COPY RECORDS.
8. INSPECTION RECORDS MUST INCLUDE, AT A MINIMUM, THE FOLLOWING:
   a. CONTROL MEASURE INSPECTIONS: INSPECTION RECORDS MUST INCLUDE AT A MINIMUM: 1) IDENTIFICATION OF THE MEASURES INSPECTED, 2) DATE AND TIME OF THE INSPECTION, 3) NAME OF THE PERSON PERFORMING THE INSPECTION, 4) INDICATION OF WHETHER THE MEASURES WERE OPERATING PROPERLY, 5) DESCRIPTION OF MAINTENANCE NEEDS FOR THE MEASURE, 6) CORRECTIVE ACTIONS TAKEN (7) DATE OF ACTIONS TAKEN, AS WELL AS THE DATE AND AMOUNTS OF RAINFALL RECEIVED.
   b. STORMWATER DISCHARGE INSPECTIONS: INSPECTION RECORDS MUST INCLUDE AT A MINIMUM: 1) IDENTIFICATION OF THE DISCHARGE OUTFALL INSPECTED, 2) DATE AND TIME OF THE INSPECTION, 3) NAME OF THE PERSON PERFORMING THE INSPECTION, 4) EVIDENCE OF INDICATORS OF STORMWATER POLLUTION SUCH AS OIL SHEEN, FLOATING OR SUSPENDED SOLIDS OR DISCOLORATION, 5) INDICATION OF VISIBLE SEDIMENT LEAVING THE SITE, 6) ACTIONS TAKEN TO CORRECT/PREVENT SEDIMENTATION AND 7) DATE OF ACTIONS TAKEN.
   c. VISIBLE SEDIMENTATION FOUND OUTSIDE THE SITE LIMITS: INSPECTION RECORDS MUST INCLUDE: 1)AN EXPLANATION AS TO THE ACTIONS TAKEN TO CONTROL FUTURE RELEASES, 2) ACTIONS TAKEN TO CLEAN UP OR STABILIZE THE SEDIMENT THAT HAS LEFT THE SITE LIMITS AND 3) THE DATE OF ACTIONS TAKEN.
   d. VISIBLE SEDIMENTATION FOUND IN STREAMS OR WETLANDS: ALL INSPECTIONS SHOULD INCLUDE EVALUATION OF STREAMS OR WETLANDS ONSITE OR OFFSITE (WHERE ACCESSIBLE) TO DETERMINE IF VISIBLE SEDIMENTATION HAS OCCURRED.
9. VISIBLE STREAM TURBIDITY – IF THE DISCHARGE FROM A SITE RESULTS IN AN INCREASE IN VISIBLE STREAM TURBIDITY, INSPECTION RECORDS MUST RECORD THAT EVIDENCE AND ACTIONS TAKEN TO REDUCE SEDIMENT CONTRIBUTIONS. SITES DISCHARGING TO STREAMS NAMED ON THE STATE'S 303(D) LIST AS IMPAIRED FOR SEDIMENT–RELATED CAUSES MAY BE REQUIRED TO PERFORM ADDITIONAL MONITORING, INSPECTIONS OR APPLICATION OF MORE–STRINGENT MANAGEMENT PRACTICES IF IT IS DETERMINED THAT THE ADDITIONAL REQUIREMENTS ARE NEEDED TO ASSURE COMPLIANCE WITH THE FEDERAL OR STATE IMPAIRED–WATERS CONDITIONS. IF A DISCHARGE COVERED BY THIS PERMIT ENTERS A STREAM SEGMENT THAT IS LISTED ON THE IMPAIRED STREAM LIST FOR SEDIMENT–RELATED CAUSES, AND A TOTAL MAXIMUM DAILY LOAD (TMDL) HAS BEEN PREPARED FOR THOSE POLLUTANTS, THE PERMITTEE MUST IMPLEMENT MEASURES TO ENSURE THAT THE DISCHARGE OF POLLUTANTS FROM THE SITE IS CONSISTENT WITH THE ASSUMPTIONS AND MEETS THE REQUIREMENTS OF THE APPROVED TMDL. THE DIVISION OF WATER QUALITY 303(D) LIST CAN BE FOUND AT: HTTP://H2O.ENR.STATE.NC.US/TMDL/GENERAL_303D.HTM/

EROSION CONTROL NOTES:

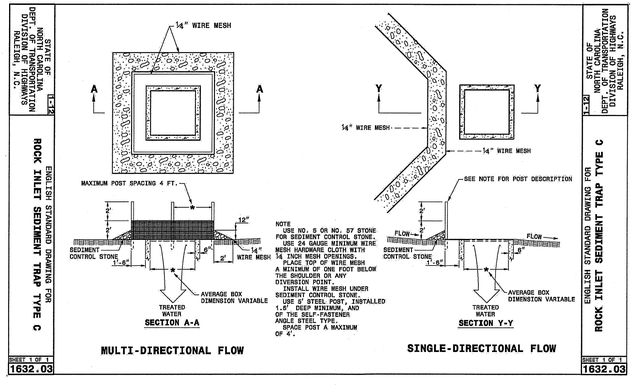
1. NO LAND DISTURBING ACTIVITY BEYOND THE REQUIRED TO INSTALL APPROPRIATE EROSION CONTROL MEASURES MAY NOT PROCEED UNTIL EROSION CONTROL MEASURES ARE INSPECTED AND APPROVED BY THE STATE.
2. SCHEDULING OF A PRE–CONSTRUCTION CONFERENCE WITH THE EROSION CONTROL INSPECTOR IS REQUIRED PRIOR TO INITIATING LAND DISTURBING ACTIVITIES. FOR INSPECTION PLEASE CALL (910) 796–7215. A 24–HOUR NOTICE IS REQUIRED.
3. SEED OR OTHERWISE PROVIDE GROUND COVER DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION FOR ALL DENUDED SLOPES WITHIN 7 DAYS FOR SLOPES STEEPER THAN 3:1 OR 14 DAYS FOR SLOPES FLATTER THAN 4:1.
4. CONTRACTOR SHALL INSPECT AND MAINTAIN AS NEEDED ALL EROSION CONTROL DEVICES ON A WEEKLY BASIS AND AFTER EACH RAIN EVENT OF ½" OR MORE. FAILURE TO KEEP EROSION CONTROL DEVICES IN GOOD WORKING ORDER MAY RESULT IN ISSUANCE OF A STOP WORK ORDER OR CIVIL PENALTIES UP TO $5000 PER DAY OF VIOLATION. SITES UTILIZING SEDIMENT TRAPS MUST ALSO SPECIFY A MAXIMUM DEPTH OF SEDIMENT PRIOR TO CLEAN OUT.
5. THE STATE ENGINEER RESERVES THE RIGHT TO REQUIRE ADDITIONAL EROSION CONTROL MEASURES SHOULD THE PLAN OR ITS IMPLEMENTATION PROVE TO BE INADEQUATE.
6. NO PERSON MAY INITIATE A LAND DISTURBING ACTIVITY BEFORE NOTIFYING THE STATE OF THE DATE OF THE LAND DISTURBING ACTIVITY.
7. ACCEPTANCE & APPROVAL OF THIS PLAN IS CONDITIONED UPON YOUR COMPLIANCE WITH FEDERAL AND STATE WATER QUALITY LAWS, REGULATIONS AND RULES. IN ADDITION, LOCAL CITY AND COUNTY ORDINANCES OR RULES MAY ALSO APPLY TO THIS LAND DISTURBING ACTIVITY. APPROVAL BY THE STATE DOES NOT SUPERSEDE ANY OTHER PERMIT OR APPROVAL.
8. THE STATE RESERVES THE RIGHT TO ENTER AND INSPECT ANY PROPERTY WITHIN ITS JURISDICTION FOR COMPLIANCE WITH THE SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.
9. IN ANY EVENT, SLOPES LEFT EXPOSED WILL BE PLANTED OR OTHERWISE PROVIDED WITH GROUND COVER, DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION WITHIN FOURTEEN (14) CALENDAR DAYS OF COMPLETION OF ANY PHASE OF GRADING.
10. MAINTAIN EROSION CONTROL MEASURES AS NECESSARY.



NOTES.
1. PROVIDE TURNING RADIUS SUFFICIENT TO ACCOMMODATE LARGE TRUCKS.
2. LOCATE ENTRANCES TO PROVIDE FOR UTILIZATION BY ALL CONSTRUCTION VEHICLES.
3. MUST BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR DIRECT FLOW OF MUD ONTO STREETS. PERIODIC TOPDRESSING WITH STONE WILL BE NECESSARY.
4. ANY MATERIAL TRACKED ONTO THE ROADWAY MUST BE CLEANED UP IMMEDIATELY.
5. LOCATE GRAVEL CONSTRUCTION ENTRANCE AT ALL POINTS OF INGRESS AND EGRESS UNTIL SITE IS STABILIZED. PROVIDE FREQUENT CHECKS OF THE DEVICE AND TIMELY MAINTENANCE.
6. NUMBER AND LOCATION OF CONSTRUCTION ENTRANCES TO BE DETERMINED BY THE ENGINEER.
7. USE CLASS 'A' STONE OR OTHER COARSE AGGREGATE APPROVED BY THE ENGINEER.
8. INSTALL CONSTRUCTION ENTRANCES IN A WAY TO PREVENT VEHICLES FROM BYPASSING CONSTRUCTION ENTRANCE LEAVING PROJECT SITE.

NOTE: PLACE FILTRATION GEOTEXTILE BENEATH STONE

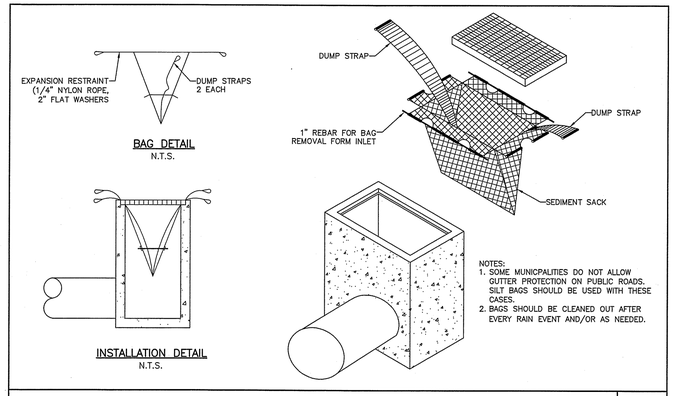
STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.
STD. NO. EC.24
ENGLISH STANDARD DRAWING FOR
CLASS 'A' STONE CONSTRUCTION ENTRANCE
SHEET 1 OF 1
1607.01



INSTALL AT CATCH BASINS & DROP INLETS IMMEDIATELY AFTER CONSTRUCTION.

NEW STABILIZATION TIMEFRAMES
(EFFECTIVE AUGUST 3, 2011)

SITE AREA DESCRIPTION	STABILIZATION	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES,SLOPES	7 DAYS	None
HIGH QUALITY WATER (HQW) ZONES	7 DAYS	None
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH.
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE EXCEPT FOR PERIMETERS AND HQW ZONES.



NOTES:
1. SOME MUNICPALITIES DO NOT ALLOW GUTTER PROTECTION ON PUBLIC ROADS. SILT BAGS SHOULD BE USED WITH THESE CASES.
2. BAGS SHOULD BE CLEANED OUT AFTER EVERY RAIN EVENT AND/OR AS NEEDED.

STANDARD SILT BAG – INLET SEDIMENT CONTROL DEVICE — EC–5

SEEDING AND MULCHING SCHEDULE PER ACRE

THE KINDS OF SEED AND FERTILIZER, AND THE RATES OF APPLICATION OF SEED, FERTILIZER, AND LIMESTONE, SHALL BE AS STATED BELOW. DURING PERIODS OF OVERLAPPING DATES, THE KIND OF SEED TO BE USED SHALL BE DETERMINED BY THE ENGINEER.

LIME . . . . . 2 TONS/AC
10–10–20 . . . . . 1,000 LBS/AC
0–20–0 . . . . . 500 LBS/AC
STRAW MULCH . . . . . 2 TONS/AC (AFTER SEEDING)
ASPHALT TACK . . . . . .200 GAL/TON OF MULCH

JANUARY 1–DECEMBER 31

50# TALL FESCUE
10# CENTIPEDE
10# BERMUDA GRASS
500# FERTILIZER
4000# LIMESTONE

SLOPES 2:1 AND STEEPER AND WASTE AND BORROW LOCATIONS:
JANUARY 1–DECEMBER 31

75# TALL FESCUE
10# BERMUDA GRASS
500# FERTILIZER
4000# LIMESTONE

TEMPORARY SEEDING

"COOL SEASON" PLANTED BETWEEN 15 AUGUST AND 15 APRIL
120# RYE GRAIN (NO RYE GRASS)

"WARM SEASON" PLANTED BETWEEN 15 APRIL AND 15 AUGUST
65# GERMAN BROWN TOP OR FOX TAIL MILLET

SHEET 12 OF 12
EROSION CONTROL NOTES & DETAILS

COMPASS
MARGARITAVILLE HOTELS & RESORTS

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BEAUFORT PARTNERS, LLC
ADDRESS: P.O. BOX 14165
NEW BERN, NC 28561
PHONE: (252) 635–7476

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 43249 JOSEPH WILLIAM PALYO 9-4-2019

Baldwin Design Consultants, PA
ENGINEERING – SURVEYING – PLANNING
1700–D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390
LICENSE# C–3498

DESIGNED: N/A	APPROVED: IP
DRAWN: NRW	DATE: 06/20/19
CHECKED: IP/MWB	SCALE: AS SHOWN

Y:\DRAWINGS\07–160 Beaufort Yacht Club\HOTEL–2017\SHEETS\DEO SET\EROSION.dwg Tue, Sep 03, 2019–5:10pm RWELLS

SITE DATA

TOTAL AREA IN TRACT ..... 0.816 ACRE
ZONING CLASSIFICATION ..... B-1 & R-8

LEGEND

ABS = ACRYLONITRILE-BUTADIENE-STYRENE
BB = BOTTOM OF BANK
B/B = BACK OF CURB TO BACK OF CURB
BC = BACK OF CURB
BD = BOLLARD
BFE = BASE FLOOD ELEVATION
BLD = BUILDING CORNER
BM = BENCH MARK
BMP = BEST MANAGEMENT PRACTICE
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BSP = BACTERIOLOGICAL SAMPLING POINT
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CATV = CABLE TELEVISION BOX
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CLD = CENTERLINE DITCH
CLP = CENTERLINE PATH
CLR = CENTERLINE ROAD
CMP = CORRUGATED METAL PIPE
CO = CLEAN OUT
CONC = CONCRETE
CP = COMPACT PARKING SPACE
CPP = CORRUGATED PLASTIC PIPE
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DIP = DUCTILE IRON PIPE
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EPKN = EXISTING PARKER KALON NAIL
ERRS = EXISTING RAILROAD SPIKE
ESCP = EXTRA STRENGTH CONCRETE PIPE
FES = FLARED END SECTION
FFE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FIRM = FLOOD INSURANCE RATE MAP
FM = FORCE MAIN
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= GAS LINE
= FIBER OPTIC LINE
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= SILT FENCE
= DRAINAGE EASEMENT
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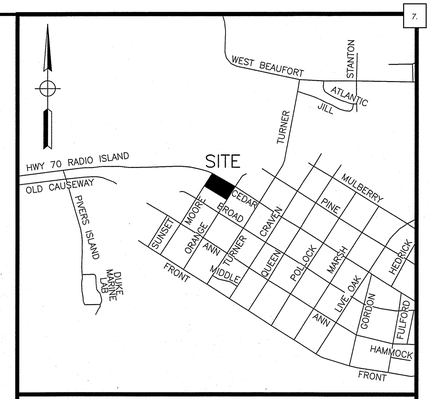
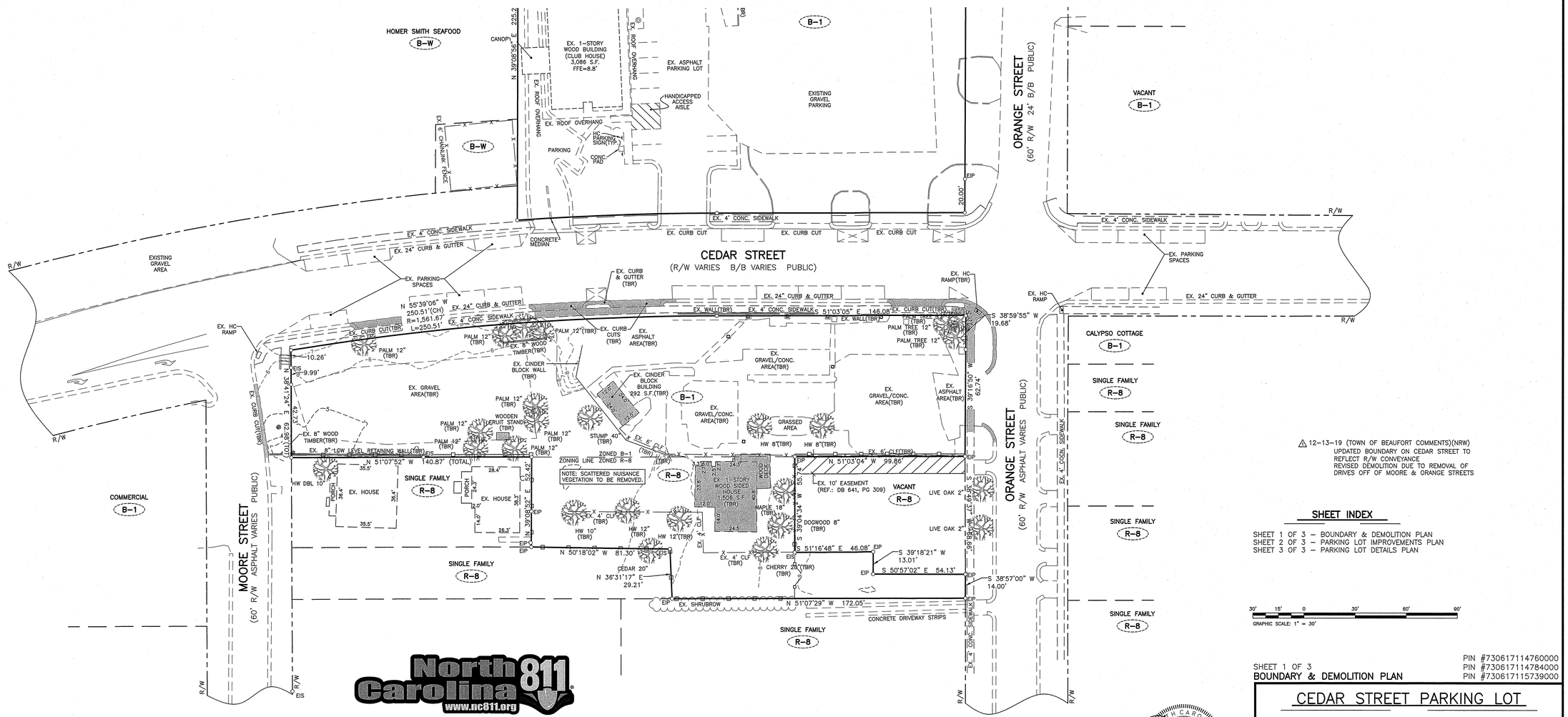
= AREA TO BE DEMOLISHED
= EXISTING TREE



VICINITY MAP



⚠ 12-13-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
UPDATED BOUNDARY ON CEDAR STREET TO REFLECT R/W CONVEYANCE
REVISED DEMOLITION DUE TO REMOVAL OF DRIVES OFF OF MOORE & ORANGE STREETS

SHEET INDEX

SHEET 1 OF 3 - BOUNDARY & DEMOLITION PLAN
SHEET 2 OF 3 - PARKING LOT IMPROVEMENTS PLAN
SHEET 3 OF 3 - PARKING LOT DETAILS PLAN

30' 15' 0 30' 60' 90'
GRAPHIC SCALE: 1" = 30'

North Carolina 811 www.nc811.org
Call 72 Hours Before You Dig!
1-800-632-4949

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

SHEET 1 OF 3
BOUNDARY & DEMOLITION PLAN

PIN #730617114760000
PIN #730617114784000
PIN #730617115739000

CEDAR STREET PARKING LOT

REFERENCE: DEED BOOK 879, PAGE 793 & DEED BOOK 937, PAGE 309 & DEED BOOK 1449, PAGE 1 OF THE CARTERET COUNTY REGISTER OF DEEDS

BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 625
LAGRANGE, NC 28551
PHONE: (252) 559-0592

DEVELOPER: BEAUFORT PARTNERS, LLC
P.O. BOX 14165
NEW BERN, NC 28561
(252) 635-7476

Baldwin Design Consultants, PA
LICENSE# C-3498
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390

DESIGNED: MWB	APPROVED: MWB
DRAWN: NRW	DATE: 05/13/19
CHECKED: MWB	SCALE: 1" = 30'

NORTH CAROLINA PROFESSIONAL SEAL 29465 ENGINEER JOHN MICHAEL WALDEN

Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\CEDAR STREET PARKING LOT IMPROVEMENTS-REV.dwg Mon, Dec 16, 2019 - 9:18am RWELLS

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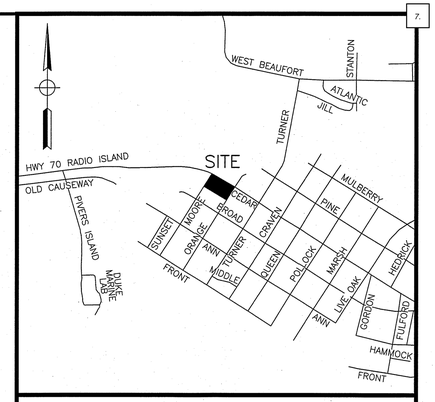
= AREA TO BE DEMOLISHED
= EXISTING TREE

LEGEND

PROPOSED LIVE OAK
PROPOSED FLOWERING DOGWOOD
PROPOSED WAX MYRTLE
PROPOSED AMERICAN HOLLY
PROPOSED INDIAN HAWTHORN △
PROPOSED NELLIE STEVENS HOLLY △
(ALONG ORANGE STREET)



VICINITY MAP

NORTH
DB 1202, PG 109

HOMER SMITH SEAFOOD
B–W
HOMER SMITH, LLC
DB 1254, PG 222
P.O. BOX 68
SALTER PATH, NC 28575

CANOPY
EX. 1–STORY WOOD BUILDING (CLUB HOUSE) 3,086 S.F. FFE=8.8'
HANDICAPPED ACCESS AISLE
EX. ROOF OVERHANG
HC PARKING SIGN(TYP.)
PARKING
CONC. PAD
EX. 6' CHAINLINK FENCE
B–W
TOWN OF BEAUFORT
DB 333, PG 328

B–1
BEAUFORT PARTNERS, LLC
DB 654, PG 245
P.O. BOX 14165
NEW BERN, NC 28561
EXISTING GRAVEL PARKING
EIP

EX. 4' CONC. SIDEWALK
CONCRETE MEDIAN
EX. 24" CURB & GUTTER
EXISTING GRAVEL AREA
R/W
161 LF OF 4' HIGH WHITE WOODEN PICKET FENCE(SEE FENCE DETAIL "B") △
EX. PARKING SPACES △
8' STREETYARD
EX. 24" CURB & GUTTER
EX. 4' CONC. SIDEWALK
EX. HC RAMP
EIS
205LF OF 4' HIGH WHITE WOODEN PICKET FENCE(SEE FENCE DETAIL "B") △
8' STREETYARD
8LF 6' TO 4' TAPPER (UNDULATED) WHITE WOODEN PICKET FENCE (SEE FENCE DETAIL "A") △△
63LF OF 4' HIGH WHITE WOODEN PICKET FENCE(SEE FENCE DETAIL "B") △△
125LF 4' TO 6' HIGH (UNDULATED) WHITE WOODEN PICKET FENCE (SEE FENCE DETAIL "A") △
8LF 6' TO 4' TAPPER (UNDULATED) WHITE WOODEN PICKET FENCE (SEE FENCE DETAIL "A") △
8LF 6' HIGH (UNDULATED) WHITE WOODEN PICKET FENCE (SEE FENCE DETAIL "A") △
6" CABC 2" S–9.5B
B–1
8LF 6' HIGH (UNDULATED) WHITE WOODEN PICKET FENCE (SEE FENCE DETAIL "A") △
65LF 4' TO 6' HIGH (UNDULATED) WHITE WOODEN PICKET FENCE (SEE FENCE DETAIL "A") △
8LF 6' TO 4' TAPPER (UNDULATED) WHITE WOODEN PICKET FENCE (SEE FENCE DETAIL "A") △
63LF OF 4' HIGH WHITE WOODEN PICKET FENCE(SEE FENCE DETAIL "B") △△
10' BUFFERYARD "A"
HW DBL 10"
ZONING LINE
EX. 10' EASEMENT (REF.: DB 641, PG 309)
VACANT
R–8
LIVE OAK 2"
EX. 6" CLP
EIP
(2) 6' SWING GATES
EX. SHRUBROW

CEDAR STREET
(R/W VARIES B/B VARIES PUBLIC)

ORANGE STREET
(60' R/W 24' B/B PUBLIC)

VACANT
B–1
DONNA BUNTING FLAKE and husband, JERRY A. FLAKE △
DB 1644, PG 395
134 PARTRIDGE ROAD
WILMINGTON, NC 28412

EX. 4' CONC. SIDEWALK
R/W
EX. PARKING SPACES
EX. HC RAMP
EX. 24" CURB & GUTTER

CALYPSO COTTAGE
B–1
PETER R. MEISLOHN and, STACIE H. BARTA
DB 1047, PG 269
208 LIVE OAK STREET
BEAUFORT, NC 28516

SINGLE FAMILY
R–8
DWELLWELL COASTAL, LLC
DB 1587, PG 241
8030 ROSEMONT PARKWAY
DURHAM, NC 27713

SINGLE FAMILY
R–8
RICHARD E. DEBUTTS, JR and wife, ANNA C. DEBUTTS
DB 1554, PG 267
320 ORANGE STREET
BEAUFORT, NC 28516

SINGLE FAMILY
R–8
HAROLD J. MUDDIMAN, JR.
DB 445, PG 465
318 ORANGE STREET
BEAUFORT, NC 28516

SINGLE FAMILY
R–8
AUDREY TOWNSEND and husband, SCOTT BERTRAM
DB 1397, PG 127
4310 BAER HILL ROAD
EFLAND, NC 27243

EX. 4' CONC. SIDEWALK
ORANGE STREET
(60' R/W ASPHALT VARIES PUBLIC)

COMMERCIAL
B–1
SOUND SHORE CONSTRUCTION, INC.
DB 1522, PG 449
1913 FRONT STREET
BEAUFORT, NC 28516

MOORE STREET
(60' R/W ASPHALT VARIES PUBLIC)

SINGLE FAMILY
R–8
JULIAN CRAIG HAMILTON
DB 1457, PG 328
316 MOORE STREET
BEAUFORT NC 28516
29LF OF 6' HIGH WHITE WOODEN PICKET FENCE(SEE FENCE DETAIL "C") △
10' BUFFERYARD "A"
EIP

JOHN FLOWERS, ETUX
DB 1613, PG 78
316 DOGWOOD LANE
HAMPSTEAD NC 28443
70LF OF 6' HIGH WHITE WOODEN PICKET FENCE(SEE FENCE DETAIL "C") △

SINGLE FAMILY
R–8
MICHAEL G. FULLAM and MADELINE O'SULLIVAN
DB 1194, PG 286
P.O. BOX 649
NIANTIC CT 06357
81LF OF 6' HIGH WHITE WOODEN PICKET FENCE(SEE FENCE DETAIL "C") △
10' BUFFERYARD "A"
CEDAR 20"
29LF OF 6' HIGH WHITE WOODEN PICKET FENCE(SEE FENCE DETAIL "C") △
EIP
EX. SHRUBROW
10' BUFFERYARD "A"
172LF OF 6' HIGH WHITE WOODEN PICKET FENCE(SEE FENCE DETAIL "C") △

SINGLE FAMILY
R–8
RICHARD L. HAMRICK and wife, JENNIFER BRYAN HAMRICK
DB 1482, PG 299
2234 THE CIRCLE
RALEIGH NC 27608

△ NOTE: IRRIGATION WILL BE PROVIDED FOR STREETYARD AND BUFFERYARD VEGETATION.

△ 01–24–2020 (TOWN OF BEAUFORT COMMENTS)(NRW)
LABELED FENCE TYPES AND LENGTHS
ADDED NOTES
REMOVED LIGHTING INFORMATION FROM PLANS
REVISED VEGETATION TYPES

△ 12–13–19 (TOWN OF BEAUFORT COMMENTS)(NRW)
UPDATED BOUNDARY ON CEDAR STREET TO UPDATED TO SHOW REVISED PARKING AND POND ADDITION & REMOVAL OF DRIVES OFF OF MOORE & ORANGE STREETS
UPDATED ADJOINING PROPERTY OWNER

30' 15' 0 30' 60' 90'
GRAPHIC SCALE: 1" = 30'

North Carolina 811
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1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

SHEET 2 OF 3
PARKING LOT IMPROVEMENTS

PIN #7306171147600000
PIN #7306171147840000
PIN #7306171153900000

CEDAR STREET PARKING LOT

REFERENCE: DEED BOOK 879, PAGE 793 & DEED BOOK 937, PAGE 309 & DEED BOOK 1449, PAGE 1 OF THE CARTERET COUNTY REGISTER OF DEEDS

BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 625
LAGRANGE, NC 28551
PHONE: (252) 559–0592

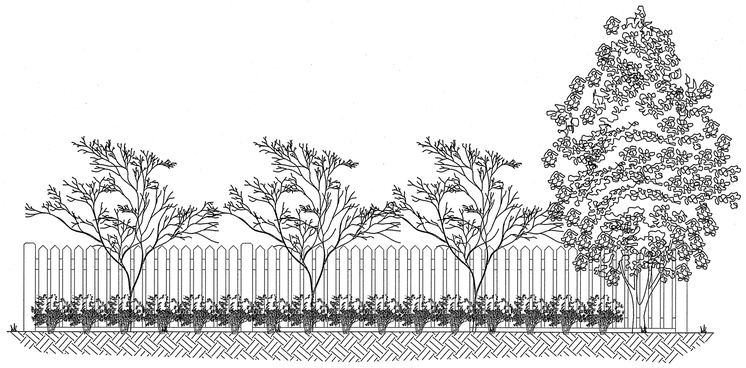
DEVELOPER: BEAUFORT PARTNERS, LLC
P.O. BOX 14165
NEW BERN, NC 28561
(252) 635–7476

Baldwin Design Consultants, PA
LICENSE# C–3498
ENGINEERING – SURVEYING – PLANNING
1700–D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390

DESIGNED:	MWB	APPROVED:	MWB
DRAWN:	NRW	DATE:	05/13/19
CHECKED:	MWB	SCALE:	1" = 30'

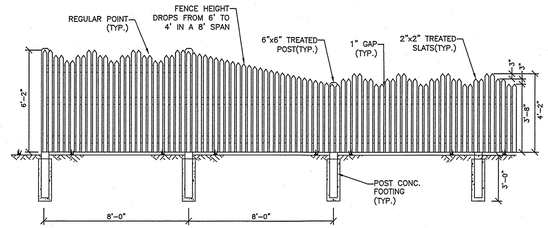
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 29662 JAMES M. WILLIS

Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\CEDAR STREET PARKING LOT IMPROVEMENTS-REV.dwg Mon, Jan 27, 2020-3:00pm RWELLS

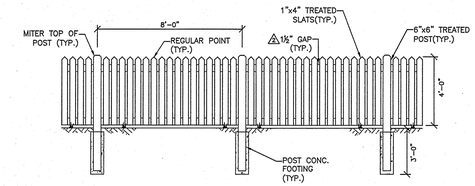


STREET ELEVATION VIEW (ALONG MOORE STREET)

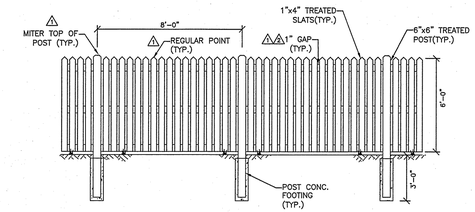
SCALE: N.T.S.



4' TO 6' (UNDULATED) FENCE DETAIL "A"
(ALONG ADJOINING PROPERTY LINES)
SCALE: N.T.S.



4' FENCE DETAIL "B"
(ALONG ROAD FRONTAGE)
SCALE: N.T.S.



6' WOOD PRIVACY FENCE DETAIL "C"
(ALONG POND PERIMETER)
SCALE: N.T.S.

01-24-2020 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED AND ADDED DETAILS FOR FENCE TYPES
UPDATED DECORATIVE LIGHT DETAIL NOTES
REMOVED LIGHTING DETAILS

12-13-2019 (TOWN OF BEAUFORT COMMENTS)(NRW)
REMOVED DETAILS FOR CHARGING STATIONS
REVISED DETAILS FOR PRIVACY FENCE
UPDATED DECORATIVE LIGHT DETAIL NOTES

SHEET 3 OF 3
PARKING LOT DETAILS

CEDAR STREET PARKING LOT

REFERENCE: DEED BOOK 879, PAGE 793 & DEED BOOK 937, PAGE 309 & DEED BOOK 1449, PAGE 1 OF THE CARTERET COUNTY REGISTER OF DEEDS

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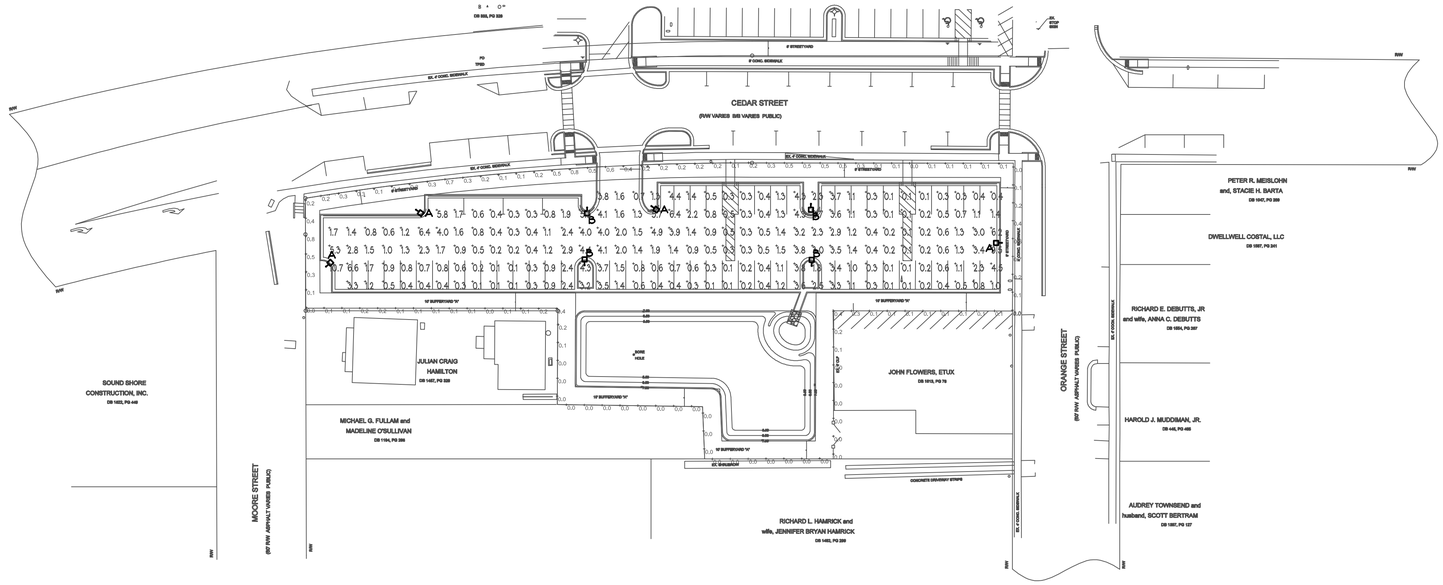
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390
LICENSE# C-3498

DESIGNED: N/A	APPROVED: MWB
DRAWN: NRW	DATE: 05/13/19
CHECKED: MWB	SCALE: AS SHOWN

Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\CEDAR STREET PARKING LOT IMPROVEMENTS-REV.dwg Mon, Jan 27, 2020-4:34pm RWELLS



1 ES1 SITE LIGHTING PLAN
1" = 40'

STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING	-	1.6 fc	10.6 fc	0.1 fc	106.0:1	16.0:1
PROPERTY LINE	-	0.2 fc	0.8 fc	0.0 fc	N/A	N/A

SITE LIGHTING FIXTURE SCHEDULE

SYMBOL OR TAG LETTER	MANUF.	CATALOG NUMBER	LAMP DATA		WATTS	MOUNTING	DESCRIPTION
			NO.	TYPE			
A	LSI	XDLS-FT-LED-SS-WW	1	LED	69.8	POLE TOP	12' - HEIGHT
B	LSI	XDLS-5-LED-SS-WW	1	LED	69.7	POLE TOP	12' - HEIGHT

VP ENGINEERING
Mechanical | Electrical | Plumbing
VRETTOS PAPPAS CONSULTING ENGINEERS, P.A.
PO Box 31847, Charlotte, NC 28231
2815 Coliseum Centre Drive, Suite 180
Charlotte, NC 28217
704.372.7755
www.vpce.com

CEDAR ST PARKING

BEAUFORT, NC

NORTH CAROLINA PROFESSIONAL SEAL 027936 ENGINEER KOSTA J. PAPPAS
01/24/2020

DISCLAIMER

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REVISION #	DATE

PROJECT #: 4833
DATE: 01/24/2020
DRAWN BY: JTE
CHECKED BY: DP
SITE LIGHTING PLAN

ES1

LED LIFESTYLE SMALL DECORATIVE AREA LIGHTS (XDLS)

US patent 7,828,456 8,002,428, 8,177,386 8,434,893 8,567,983 and US & int'l. patents pending

SMARTTEC™ - LSI drivers feature integral sensor which reduces drive current when ambient temperatures exceed rated temperature

ENERGY SAVING CONTROL OPTION - DIM - 0-10 volt dimming enabled with controls by others. BLS - Bi-level switching responds to external line voltage signal from separate 120-277V controller or sensor (by others), with low light level decreased to 30% maximum drive current.

LEDS - Select high-brightness LEDs in Cool White (5000K), Neutral White (4000K) or Warm White (3500K) color temperature. 70 CRI CW. 80 CRI NW and WW.

DISTRIBUTION PATTERN - Types 3, FT and 5. Exceptional uniformity creates bright environment at lower light levels. Improved backlight cutoff minimizes light trespass.

CROWN - Cast aluminum. Wiring emerges from crown through compression seal fitting to prevent water entry. One-piece silicone gasket seals crown to shade for water- and dust-tight construction.

SHADES - Spun aluminum. Two shade styles available - A - Angle and B - Bell.

OPTICAL UNIT - Optical unit and aluminum door frame recessed into shade and sealed with one-piece silicone gasket. Clear tempered flat glass lens sealed with silicone gasket to door frame (includes pressure-stabilizing breather). Optical unit is tethered and provides access to driver. Door frame retaining fasteners are captive.

BRACKETS - Brackets are extruded and cast aluminum assemblies or fabrications. All decorative elements are die cast or extruded aluminum.

MOUNTING - Classic Hook (CH), Side Arm (SA - 4" O.D. minimum pole top required), Wall Mount (W - for use with CH or SA style) and Universal Pole Clamp (UCL) available. See Steel Round Pole and Aluminum Round Pole data sheets for pole selection information. Side Arm pole mount requires 3" reduced drilling pattern. Classic hook mount requires a 4" O.D. pole or tenon.

ELECTRICAL - Two-stage surge protection (including separate surge protection built into electronic driver) meets IEEE C62.41.2-2002, Location Category C. Available with universal voltage power supply 120-277VAC (UE - 50/60Hz input), and 347-480 VAC. Optional button-type photocells (PCI) are available in 120, 208, 240, 277 or 347 volt (supply voltage must be specified).

DRIVERS - Available in SS (Super Saver) and HO (High Output) drive currents (Drive currents are factory programmed.). Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

OPERATING TEMPERATURE - -40°C to +50°C (-40°F to +122°F).

FINISH - Each fixture is finished with LSI's DuraGrip polyester powder coat process. The DuraGrip finish withstands extreme weather changes without cracking or peeling.

WARRANTY - LSI LED fixtures carry a limited 5-year warranty.

PHOTOMETRICS - Please visit our web site at **www.lsi-industries.com** for detailed photometric data.

SHIPPING WEIGHT (IN CARTON) - 24 lbs. (10.8 kg)

LISTINGS - UL listed to U.S. and Canadian safety standards. Suitable for wet locations

LIGHT OUTPUT - XDLS

		Lumens (Nominal)			Watts (Nominal)
		Type 3	Type FT	Type 5	
Cool White	SS	7100	6540	6220	71
	HO	9600	8990	8500	106
Neutral White	SS	6510	5840	5680	71
	HO	8810	7890	7780	106
Warm White	SS	4790	5170	5010	71
	HO	6460	6880	6740	106

LED Chips are frequently updated therefore values may increase.

This product, or selected versions of this product, meet the standards listed below. Please consult factory for your specific requirements.

ARRA Funding Compliant · c UL us LISTED wet location · RoHS COMPLIANT · FC

LED LIFESTYLE SMALL DECORATIVE AREA LIGHTS (XDLS)

PRODUCT ORDERING INFORMATION

TYPICAL ORDER EXAMPLE: **XDLSB 3 LED SS CW UE BLK CH S PCI120**

Prefix	Distribution	Light Source	Drive Current	Color Temp	Input Voltage	Finish	Mounting Style[1,2]	Mounting Configuration[1,2]	Options
XDLSA[1] Angle Shade XDLSB[1] Bell Shade	3 - Type III 5 - Type V FT - Forward Throw	LED	SS - Super Saver HO - High Output	CW - Cool White (5000K) NW - Neutral White (4000K) WW - Warm White (3500K)	UE - Universal Electronic (120-277V) 347-480 Universal Voltage (347-480V)	BLK - Black BRZ - Bronze WHT - White GPT - Graphite MSV - Metallic Silver PLP - Platinum Plus SVG - Satin Verde Green	CH - Classic Hook SA4 - Side Arm Mount for 4" O.D. Round Poles[3] SA5 - Side Arm Mount for 5" O.D. Round Poles[3] UCL4 - Universal Pole Clamp for 4" O.D. Round Poles UCL5 - Universal Pole Clamp for 5" O.D. Round Poles	S - Single D180 - Double D90 - Double[4] T90 - Triple[4] TN120 - Triple[4] Q90 - Quad[4] W - Wall Mount (For use with CH or Side Arm Mounting Style)	DIM - 0-10 Volt Dimming (from external signal)[5] BLS - Bi-level Switching (from external 120-277V signal)[5] Button Type Photocells PCI120 - 120V PCI208-277V - 208-277V PCI347 - 347V

ACCESSORY ORDERING INFORMATION

(Accessories are field installed)

Description	Order Number	Description	Order Number
FK120 Single Fusing (120V)	FK120[6]	DFK480 Double Fusing (480V)	DFK480[6]
FK277 Single Fusing (277V)	FK277[6]	FK347 Single Fusing (347V)	FK347[6]
DFK208, 240 Double Fusing (208V, 240V)	DFK208, 240[6]		

LUMINAIRE EPA CHART - XDLS

Single	1.6
D180°	2.7
D90°	2.3
T90°	3.3
TN120°	3.4
Q90°	4.1

Note: Includes Bracket

FOOTNOTES:

1- When ordering a multiple configuration (D180, etc.) order one fixture/bracket configuration per pole - i.e. order one XDLSB 3 LED SS CW UE BLK CH D180 PCI120 to receive two fixtures and one CH D180 bracket (see drawing on this page). See STEEL ROUND POLES and ALUMINUM ROUND POLES data sheets for pole ordering information.

2- See Lifestyle Bracket ordering chart for Mounting Style/Configurations availability.

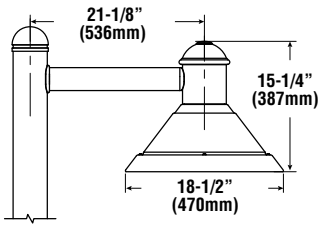
3- 3" reduced drilling pattern required.

4- For use with SA4 and SA5 mounting styles only.

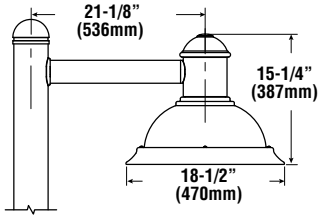
5- DIM and BLS cannot be ordered together.

6- Fusing must be located in the hand hole of pole.

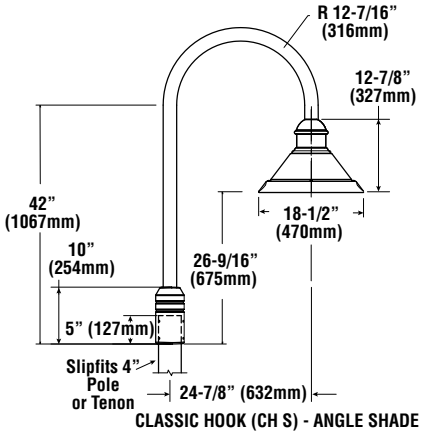
DIMENSIONS



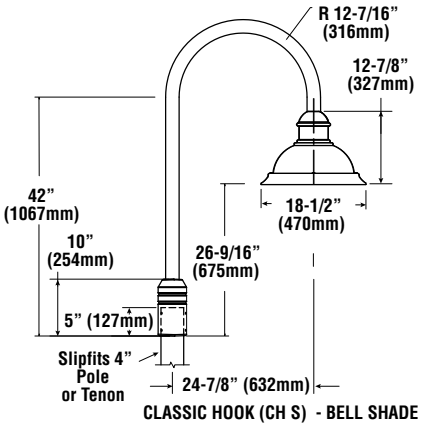
SIDE ARM (SA4 S) - ANGLE SHADE



SIDE ARM (SA4 S) - BELL SHADE

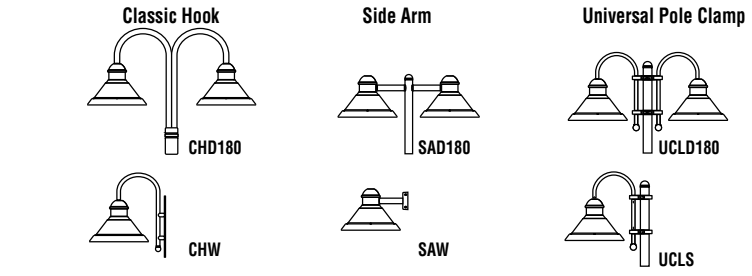


CLASSIC HOOK (CH S) - ANGLE SHADE



CLASSIC HOOK (CH S) - BELL SHADE

See Lifestyle Brackets and Mounts in outdoor section of latest Buyers Guide for details on other bracket sizes.



LED LIFESTYLE SMALL DECORATIVE AREA LIGHTS (XDLS)

BUG LISTING

XDLS - TYPE 3

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	9603	106.1	91	B2-U0-G2
SS	CW	7096	71.4	99	B1-U0-G1

XDLS - TYPE 5

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	8501	106	80	B3-U0-G1
	NW	7779	104	75	B3-U0-G1
SS	CW	6225	71	88	B3-U0-G1
	NW	5685	71	80	B2-U0-G1
	WW	5007	70	72	B2-U0-G1

XDLS - TYPE FT

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	8994	106	85	B1-U0-G2
	NW	7891	104	76	B1-U0-G2
SS	CW	6543	71	92	B1-U0-G2
	NW	5846	71	83	B1-U0-G2
	WW	5171	70	74	B1-U0-G1

* Color Temperature: WW-3000K, NW-4000K, CW-5000K

APPENDIX B Vehicle Accommodation Area (VAA) Calculations

VAA Calculations.

1) Required Landscaping Area of VAAs.

The following is an elementary formula for determining the number of shade trees required in and around parking lots in order to presumptively satisfy the landscaping requirements of this section.

Table B-1 VAA Landscaping Calculations

1. Including parking spaces, driveways, loading areas, parking isles, and other circulation areas and not including building area or any area which will remain completely undeveloped, calculate square footage of the VAA.	53,906 sq. ft.
2. Required landscaping percentage.	12%
3. For required landscaping area, multiply line 1 by line 2.	6,469 sq. ft.
4. Interior landscaping percentage.	50 %
5. For the required landscaping in the interior of the VAA, multiply line 3 and line 4.	3,234 sq. ft.
6. Existing landscaping area, if any, to be retained in and around the VAA.	N/A sq. ft.
7. Subtract line 3 from line 6. This is the landscape area required.	N/A sq. ft.

2) Impervious Surface Ratio (ISR).

The ISR is a measure of the amount of impervious surface relative to the total development area.

Table B-2 ISR Calculations

8. Total amount of impervious surface area on the lot including building area, parking spaces, driveways, loading areas, parking aisles, and other circulation areas and not including any area which will remain completely undeveloped.	73,194 sq. ft.
9. Total development impact area (do not include areas in wetlands or flood plains)	61,802 sq. ft.
10. For Impervious Surface Ratio (ISR), divide line1 by line 2:	0.84 %
11. Including parking spaces, driveways, loading areas, parking aisles, and other circulation areas and not including building area or any area which will remain completely undeveloped, calculate the square footage of the VAA.	53,906 sq. ft.

3) Impervious Surface Intensity (ISI).

The ISI categorizes intensity based upon the ISR.

Table B-3 ISI Categories

Impervious Surface Ratio (ISR)	*Impervious Surface Intensity (ISI)*
0.86 - 1.0%	High
0.70 - 0.85%	Moderately High
0.41 - 0.69%	Moderate
0.40% and below	Low

4) Required VAA Landscaping Calculations.

The following calculations determine required tree and shrub landscaping.

Table B-4 Required VAA Landscaping Calculations

12. Deciduous trees needed (use ISR from line 11 above to determine ISI ratio): For ***High ISR***, enter 0.0003: For ***Moderately High ISR***, enter 0.00025: For ***Moderate ISR***, enter 0.00020: For ***Low ISR***, enter 0.00016:	13 Trees	
13. Shrubs needed (use ISR from line 11 above to determine ISI ratio): For ***High ISR***, enter 0.0030: For ***Moderately High ISR***, enter 0.0020: For ***Moderate ISR***, enter 0.0010: For ***Low ISR***, enter 0.0003:	108 Shrubs	
14. Is the amount of parking more than what is prescribed in section 13	If YES go to line 15	If NO stop here.
15. For extra trees required, multiply line 12 by 0.05:	1 Trees	
16. For extra shrubs required, multiply line 13 by 0.05:	5 Shrubs	
17. Subtotal (deciduous trees) add line 12 & line 15:	14 Trees	
18. Subtotal (shrubs) add line 13 & line 16:	113 Shrubs	
Exceptions to Landscaping. Check all boxes which apply in lines 19-22.		
19. A minimum of 30% of the parking is provided in the side or rear of the building.	✓	
20. VAAs are distinctly divided into smaller units (each less than 25,000 ft.^{2}).	✓	
21. Storm water detention pond is incorporated with the landscaping elements.	N/A	
22. A minimum of 20% of the total VAAs are paved using paving grids.	N/A	
23. Total number of boxes checked in lines 19 through 22: 2		
24. Reduction multiplier: Multiply line 23 by 0.05 (5% reduction in required landscaping)	0.1 %	
Additional Exemptions. Check all boxes which apply in lines 25-27.		
25. Street trees planted at a rate of 1 per 30' of street.	N/A	
26. Evergreen shrubs screen VAAs from adjacent lots and street rights-of-way.	N/A	
27. Adequate provisions have been made for pedestrian and bike traffic by installing walkways, bikeways, bicycle parking, and other similar facilities within the VAAs.	N/A	
28. Total number of boxes checked in lines 25 – 27: 0		
29. Reduction in landscaping : Multiply line 28 by 0.1 (10% reduction in required landscaping)	0 %	

30. Total Exemptions – add line 24 & line 29:	0.1%
Reduction in Landscaping.	
31. For the reduction in the number of deciduous trees required, multiply line 17 and line 30:	1.4 Trees
32. For the reduction in the number of shrubs required, multiply line 18 and line 30:	11.3 Shrubs
TOTAL LANDSCAPING REQUIRED	
33. Deciduous Trees: Subtract line 31 from line 17:	13 Trees
34. Shrubs: Subtract line 32 from line 18:	102 Shrubs

When the determination of the number of trees and shrubs required by this table results in a total of a fractional tree or shrub, any fraction up to and including one-half should be rounded down; any fraction in excess of one-half shall be counted as one additional tree or shrub.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

September 3, 2019

Town of Beaufort
Attention: John Day
701 Front St.
Beaufort, NC 28516

Mr. Day,

This is to follow up on our conversation regarding the right of way along Cedar Street between Orange Street and Moore Street. We have received requests from the adjoining property owners to reduce our current right of way width from 100' to 60'. After reviewing this request, the Department is moving forward with disposing of the additional 20' of right of way on either side of the road in front of the Betty C. Apperson Property and Beaufort Partners LLC. With the construction of the new Gallant's Channel Bridge project, the US 70 designation was moved to the new roadway and Cedar Street is now designated as SR 1493. After looking at both the current and future use of the roadway in this area, we do not anticipate the need for the additional right of way beyond 60'. I have attached a map provided by the requesting parties designating the proposed disposal.

As with any right of way disposal, we must carry this request to our Right of Way Disposal Committee for review and concurrence. This should take place during the month of November.

If you need any additional information, please contact my office.

Sincerely

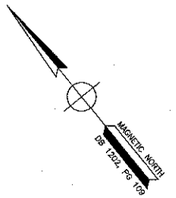
Preston Hunter, P.E.
Division Engineer

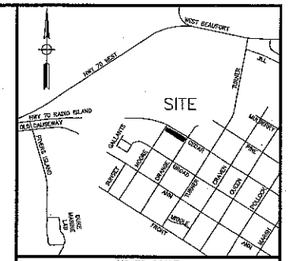
Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 2
2815 ROUSE ROAD EXTENSION
KINSTON, NC 28504

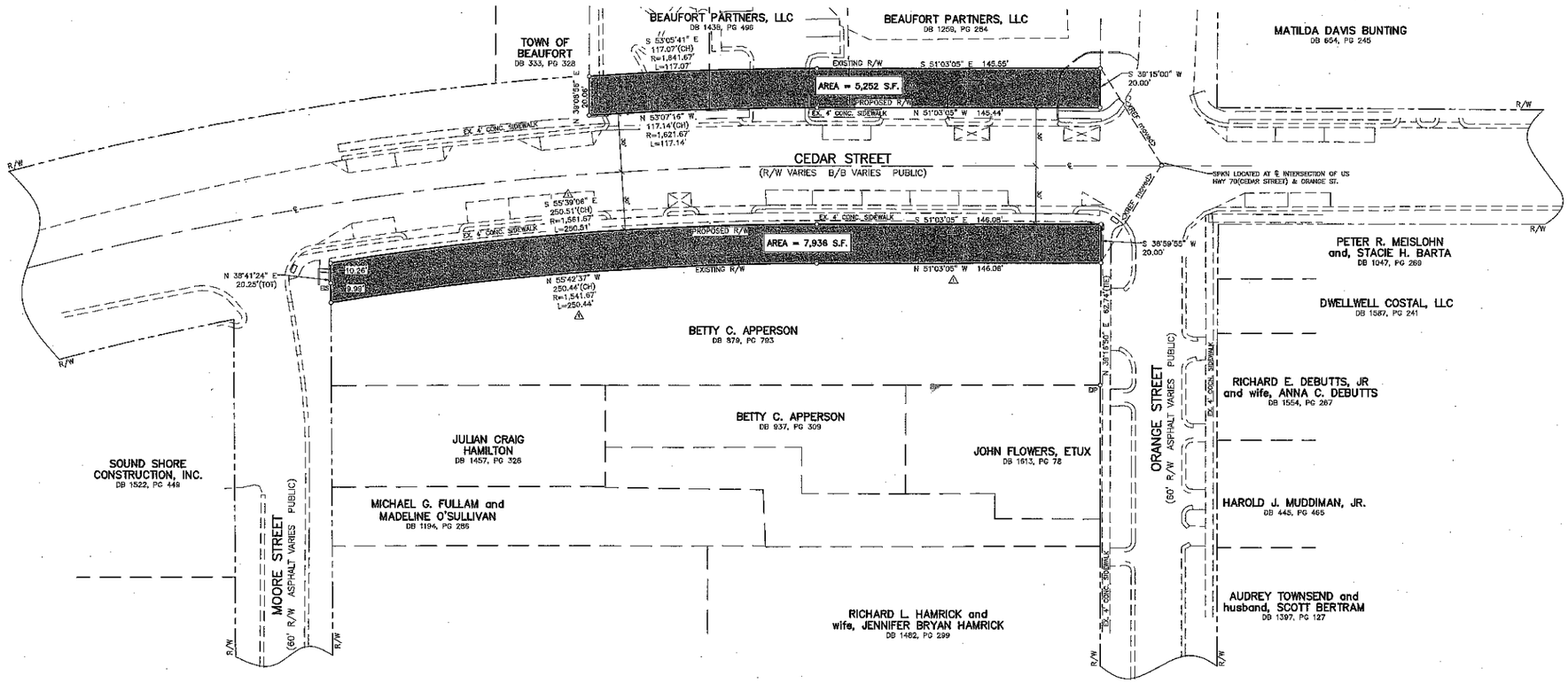
Telephone: (252)775-6100
Fax: (252) 830-3352
Customer Service: 1-877-368-4968

Website: w gov

Location:
2815 ROUSE ROAD EXTENSION
KINSTON, NC 28504







△ REVISED: 08-21-19 (NCDOT COMMENTS)(NRW)
REVISED EXISTING RIGHT-OF-WAY
SHOWED ADDITIONAL AREA TO BE CONVEYED

GRAPHIC SCALE: 1" = 30'

Call 811 Before You Dig
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Call 72 Hours Before You Dig!
1-800-632-4949

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2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

LEGEND

R/W = RIGHT-OF-WAY
MBL = MINIMUM BUILDING LINE
EIP = EXISTING IRON PIPE
EIS = EXISTING IRON STAKE
EPKN = EXISTING PARKER KALON NAIL
SPKN = SET PARKER KALON NAIL
SMN = SET MAG NAIL
℄ = CENTERLINE
TOT = TOTAL
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
EMN = EXISTING MAG NAIL
B/B = BACK OF CURB TO BACK OF CURB
NTS = NOT TO SCALE

GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE CARTERET COUNTY FIRM 3720730600J, DATED JULY 16, 2003. BFE = 6.0' (NAVD 88), 7.04 (NGVD 1929).
3. REFERENCE: DEED BOOK 879, PAGE 793 OF THE CARTERET COUNTY REGISTER OF DEEDS
4. ALL ELEVATIONS ARE RELATIVE TO NATIONAL GEODETIC VERTICAL DATUM. (NGVD 1929).

SHEET 1 OF 1
RIGHT-OF-WAY CONVEYANCE MAP
PIN #7306171159390000

CEDAR STREET RIGHT-OF-WAY

REFERENCE: DEED BOOK 879, PAGE 793, DEED BOOK 1438, PAGE 496 & DEED BOOK 1259, PAGE 284 OF THE CARTERET COUNTY REGISTER OF DEEDS

BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BEAUFORT PARTNERS, LLC	OWNER: BETTY C. APPERSON
ADDRESS: P.O. BOX 14165 NEW BERN, NC 28561	ADDRESS: P.O. BOX 625 LaGRANGE, NC 28551
PHONE: (252) 635-7476	PHONE: (252) 559-0592

CLOSURE CHECK BOUNDARY	
CHECKED: NRW	DATE: 08/05/19

Baldwin Design Consultants, PA
LICENSE C-3495
ENGINEERING - SURVEYING - PLANNING
1702-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1360

SURVEYED: MWB	APPROVED: MWB
DRAWN: NRW	DATE: 08/05/19
CHECKED: MWB	SCALE: 1" = 30'

Y:\DRAWINGS\07-159 Beaufort Yacht Club\HOTEL-2017\SHEETS\R-W CONVEYANCE MAP.dwg Fri, Aug 23, 2019-8:06am RWELLS

Baldwin Design Consultants, PA
ENGINEERING · SURVEYING · PLANNING

January 31, 2022

Mr. Kyle Garner, AICP
Planning & Inspections Director
Town of Beaufort
701 Front Street
Beaufort, NC 28516

VIA Email: k.garner@beaufortnc.org

REF: Extension of the Site Plan and associated Town approvals for Compass Suites Hotel

Dear Mr. Garner:

Pursuant to our telephone conversation this morning and in behalf of Beaufort Partners, LLC, we would like to request the permits for Compass Suites Hotel and all associated improvements be extended.

Thank you for your prompt expedition of this request. As always, feel free to contact me with any questions.

Sincerely,

Michael W. Baldwin, PLS
President

MWB/dp

cc: Beaufort Partners, LLC

1700-D EAST ARLINGTON BOULEVARD GREENVILLE. NORTH CAROLINA 27858
TEL 252.756 1390 FAX 252.321.1412 WWW.BALDWINDESIGNCONSULTANTS.COM

Town of Beaufort, NC

Board of Commissioners
Work Session
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Sewer Allocation Request
Proposed Compass Hotel

BRIEF SUMMARY:

Beaufort Partners, LLC is requesting 21,000 gallons per day (gpd) of sewer capacity be allocated to a proposed 105-room resort hotel. The hotel to be known as the Compass Hotel is to be located adjacent to northern side of Cedar Street at its intersection with Orange Street.

A Compass Hotel site plan was approved prior to the adoption of the sewer allocation policy. This approval in turn, meant that the needed sewer capacity was “automatically” allocated to the project. The plan approval has since expired. As such, the allocation has also expired. Adoption of Town’s allocation policy has made it necessary for this project to seek allocation of sewer capacity according to the policy. Accordingly, the request for reservation of sewer capacity is being made concurrent with the request for renewal of the site plan approval.

The allocation request will fall within the Priority Level 1 category if the site plan is approved given that the project is to be constructed within the Town’s corporate limits. The capacity being requested does however, exceed the 15,000 gpd maximum allowed per development phase by the Town’s policy for commercial projects. Accordingly, the Board of Commissioners may draw allocation from the discretionary category as there is no maximum associated with this category. Again, the needed amount had previously been allocated to the project; therefore, reallocating the needed capacity to the proposed project will maintain the status quo in terms of capacity allocated to all projects.

REQUESTED ACTION:

Consider approving the allocation of 21,000 gpd of sewer capacity from the Discretionary Category to Beaufort Partners, LLC for the Compass Hotel project.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Greg Meshaw, PE, Town Engineer

BUDGET AMENDMENT REQUIRED:

No

TOWN OF Beaufort
Public Services Department
701 Front Street, Beaufort, NC 2816
P.O. Box 390, Beaufort, NC 28516
Phone: 252-728-2141

WASTEWATER ALLOCATION REQUEST

The Town of Beaufort, in an effort to manage and maintain the sewer and water capacity for the Town, requires that this application be completed and submitted to the Town for consideration of a utility allocation. Review fee is due upon submittal of request.

Wastewater Allocation Request Review Fee: $50

SITE INFORMATION

Name of Project: Compass Hotel **Acreage of Property:** 2.800 ac

County Tag Number: N/A **NC PIN:** 7306171260070007306171260530007306171179150007306171144840007306171159820000

Address/Location: 115 Cedar Street, Beaufort, NC 28516

Zoning District: B-W, B-1, & R-8

Location Status: ■ Town Limits ☐ Existing Out-of-Town Service Area
☐ Out-of-Town Service Approval/Agreement

APPLICANT INFORMATION

Applicant: Beaufort Partners, LLC

Mailing Address: P.O. Box 14165, New Bern, NC 28561

Phone Number: 252-635-7476 **Fax:** N/A

Contact Person: Joseph E. Thomas, Manager

Email Address: joe@thomasdev.com

PROPERTY OWNER INFORMATION

Name: Beaufort Partners, LLC

Mailing Address: P.O. Box 14165, New Bern, NC 28561

Phone Number: 252-635-7476 **Fax:** N/A

Email Address: joe@thomasdev.com

FOR OFFICE USE ONLY

Date Received: _____ File Number/Name: _____

PROJECT INFORMATION

Use: ■ New ☐ Expanded ☐ Change **Use Type:** ☐ Residential ■ Commercial

Proposed Use(s): Compass Hotel **Existing Use(s):** Marina clubhouse

Developer Name: Beaufort Partners, LLC
Mailing Address: P. O. Box 14165, New Bern, NC 28561
Phone Number: 252-635-7476 **Fax Number:** N/A
Email Address: joe@thomasdev.com

ALLOCATION REQUEST (See instructions on page 3 regarding use of Professional Engineer)

The following supplemental information is required:

- **Complete development proposal for Priority Levels 1, 2 or 3 allocation request**
- **Preliminary plan or sketch plan for Priority Level 4 allocation request meeting requirements for site plans as established on the Town's Building Permit Application or as described for sketch plans by the Town's Subdivision Ordinance**
- **If a phasing schedule is proposed, include as an attachment**

Residential:

Gross Acreage: _____

Single Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units			
3 Bedroom Units			
>3 Bedroom Units			
Total		------	

Multi-Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units			
3 Bedroom Units			
>3 Bedroom Units			
Total		------	

Non-Residential: ***(Design Flow Guideline provided as Appendix A)****

**If design flow deviates from the flow rates presented in Appendix A, provide supporting documentation/justification as an attachment in the form of 12 months of water bills demonstrating gallons per day utilized.*

Gross Acreage: 2.800 ac

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Resort Hotel	Room	105	200	21,000
Total			------	21,000

TOTAL REQUESTED GALLONS PER DAY: 21,000

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town of Beaufort to approve the subject Wastewater Allocation. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Beaufort, North Carolina, and will not be returned.

Joseph E. Thomas, Manager — *Print Name*

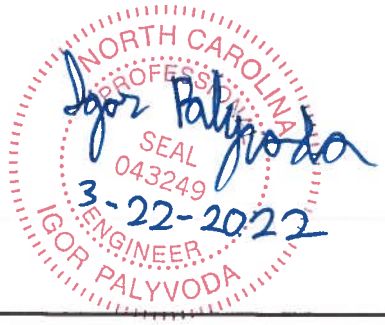
Joseph E. Thomas — *Signature of Applicant*

3-23-2022 — *Date*

ENGINEER'S CERTIFICATION

The allocation request data provided on page 2 of this form shall be provided by a Professional Engineer for all requests except single lot residential infill requests and commercial requests equal to or less than 360 gallons per day. The certification statement below shall be completed by the Professional Engineer providing the data.

I, Igor Palyvoda, PE hereby attest that the total requested allocation and the values used to derive the total are to the best of my knowledge, accurate and complete having been prepared in accordance with the instructions of this form while also adhering to applicable State laws, regulations, and rules, concerning the determination of design daily wastewater flows from facilities served by public wastewater collection and treatment systems.



Signed and Dated Professional Engineer Seal

Baldwin Design Consultants, PA — Firm Name

1700-D East Arlington Boulevard, Greenville, NC 27858 — Address

252-756-1390 — Telephone No.

ipalyvoda@baldwindesignconsultants.com — Email Address

TOWN OF BEAUFORT OFFICE USE ONLY:

Approved by: ☐ Town Engineer

☐ Board of Comissioners

Allocation approved: _____ gallons per day

Date of Approval: _____

Confirmation signature by:

_____

Town Manager

APPENDIX A: DESIGN FLOW RATES

The following table from the North Carolina Administrative Code 02T.0114 shall be used to determine the minimum allowable design daily flow of wastewater facilities. Alternatively, the Town in its sole and absolute discretion may calculate the customer's initial average daily wastewater flow based on data from the customer's operations (or from similarly situated customers) with a comparable sanitary sewer system, where such data are available and reasonably current.

Establishment Type	Daily Flow Rate
Barber and Beauty Shops	
Barber Shops	50 gal/chair
Beauty Shops	125 gal/booth or bowl
Businesses, Offices and Factories	
General business and office facilities	25 gal/employee/shift
Factories, excluding industrial waste	25 gal/employee/shift
Factories or businesses with showers or food preparation	35 gal/employee/shift
Warehouse	100 gal/loading bay
Warehouse – self storage (not including caretaker residence)	1 gal/unit
Churches	
Churches without kitchens, day care or camps	3 gal/seat
Churches with kitchen	5 gal/seat
Churches providing day care or camps	25 gal/person (child & employee)
Fire, Rescue and Emergency Response	
Fire or rescue stations without on-site staff	25 gal/person
Fire or rescue stations with on-site staff	50 gal/person/shift
Food and Drink Facilities	
Banquet, dining hall	30 gal/seat
Bars, cocktail lounges	20 gal/seat
Caterers	50 gal/100 sq. ft. floor space
Restaurant, full Service	40 gal/seat
Restaurant, single service articles	20 gal/seat
Restaurant, drive-in	50 gal/car space
Restaurant, carry out only	50 gal/100 sq. ft. floor space
Institutions, dining halls	5 gal/meal
Deli	40 gal/100 sq. ft. floor space
Bakery	10 gal/100 sq. ft. floor space
Meat department, butcher shop or fish market	75 gal/100 sq. ft. floor space
Specialty food stand or kiosk	50 gal/100 sq. ft. floor space
Hotels and Motels	
Hotels, motels and bed & breakfast facilities, without in-room cooking facilities	120 gal/room
Hotels and motels, with in-room cooking facilities	175 gal/room
Resort hotels	200 gal/room
Cottages, cabins	200 gal/unit
Self-service laundry facilities	500 gal/machine
Medical, Dental and Veterinary Facilities	
Medical or dental offices	250 gal/practitioner/shift
Veterinary offices (not including boarding)	250 gal/practitioner/shift
Veterinary hospitals, kennels, animal boarding facilities	20 gal/pen, cage, kennel or stall
Hospitals, medical	300 gal/bed
Hospitals, mental	150 gal/bed
Convalescent, nursing, rest homes without laundry facilities	60 gal/bed
Convalescent, nursing, rest homes with laundry facilities	120 gal/bed
Residential care facilities	60 gal/person
Parks, Recreation, Camp Grounds, R-V Parks and other Outdoor Activity Facilities	
Campgrounds with comfort station, without water or sewer hookups	75 gal/campsite

Establishment Type	Daily Flow Rate
Campgrounds with water and sewer hookups	100 gal/campsite
Campground dump station facility	50 gal/space
Construction, hunting or work camps with flush toilets	60 gal/person
Construction, hunting or work camps with chemical or portable toilets	40 gal/person
Parks with restroom facilities	250 gal/plumbing fixture
Summer camps without food preparation or laundry facilities	30 gal/person
Summer camps with food preparation and laundry facilities	60 gal/person
Swimming pools, bathhouses and spas	10 gal/person
Public access restrooms	325 gal/plumbing fixture
Schools, Pre-school and Day Care	
Day care and preschool facilities	25 gal/person (child & employee)
Schools with cafeteria, gym and showers	15 gal/student
Schools with cafeteria	12 gal/student
Schools without cafeteria, gym or showers	10 gal/student
Boarding schools	60 gal/person (student & employee)
Service Stations and Car Wash Facilities	
Service stations, gas stations	250 gal/plumbing fixture
Car wash facilities	1200 gal/bay
Sports Centers	
Bowling center	50 gal/lane
Fitness, exercise, karate or dance center	50 gal/100 sq. ft.
Tennis, racquet ball	50 gal/court
Gymnasium	50 gal/100 sq. ft.
Golf course with only minimal food service	250 gal/plumbing fixture
Country clubs	60 gal/member or patron
Mini golf, putt-putt	250 gal/plumbing fixture
Go-kart, motocross	250 gal/plumbing fixture
Batting cages, driving ranges	250 gal/plumbing fixture
Marinas without bathhouse	10 gal/slip
Marinas with bathhouse	30 gal/slip
Video game arcades, pool halls	250 gal/plumbing fixture
Stadiums, auditoriums, theaters, community centers	5 gal/seat
Stores, Shopping Centers, Malls and Flea Markets	
Auto, boat, recreational vehicle dealerships/showrooms with restrooms	125 gal/plumbing fixture
Convenience stores, with food preparation	60 gal/100 sq. ft.
Convenience stores, without food preparation	250 gal/plumbing fixture
Flea markets	30 gal/stall
Shopping centers and malls with food service	130 gal/1000 sq. ft.
Stores and shopping centers without food service	100 gal/1000 sq. ft.
Transportation Terminals	
Air, bus, train, ferry, port and dock	5 gal/passenger

Source: North Carolina Administrative Code 02T.0114, January 1, 2007

Per 15A NCAC 02t .0114 (b), in determining the volume of sewage from dwelling units, the flow rate shall be 120 gallons per day per bedroom. The minimum volume of sewage from each dwelling unit shall be 240 gallons per day and each additional bedroom above two bedrooms shall increase the volume by 120 gallons per day. Each bedroom or any other room or addition that can function as a bedroom shall be considered a bedroom for design purposes. When the occupancy of a dwelling unit exceeds two persons per bedroom, the volume of sewage shall be determined by the maximum occupancy at a rate of 60 gallons per person per day.

Town of Beaufort, NC
701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Comprehensive and CAMA Land Use Plan

BRIEF SUMMARY:

The Town of Beaufort's Comprehensive and Coastal Area Management Act (CAMA) Land Use Plan creates a policy framework to guide responsible growth and natural resource conservation over a 25-year planning horizon.

The Town began work on this plan in late 2020 and is presenting the draft prior to review and certification by the NC Division of Coastal Management.

Jay McLeod with Stewart Consulting will review the plan's process, highlight changes, and be prepared to discuss specific elements and policies within the plan.

The Planning Board was given a presentation at the April 18th regular meeting by staff and the consultant. After discussion and comments, the board unanimously voted to recommend approval of the Comprehensive and CAMA Land Use Plan with staff-recommended edits.

REQUESTED ACTIONS:

Set a Public Hearing for May 9th Regular Meeting and consideration adoption after Division of Coastal Management's review and certification

EXPECTED LENGTH OF PRESENTATION:

45 minutes

SUBMITTED BY:

Samantha Burdick

Town Planner

BUDGET AMENDMENT REQUIRED:

N/A

Staff Report

To: Board of Commissioners **Date:** 4/19/2022
From: Samantha Burdick, Planner **Meeting Date:** 4/25/2022

Summary of Request: Conduct a Public Hearing and provide a letter of support for the Comprehensive and CAMA Land Use Plan to the North Carolina Division of Coastal Management

Background

In late 2020, the Town of Beaufort began work on the update to its 2006 Comprehensive and Coastal Area Management Act (CAMA) Land Use Plan. This plan creates a policy framework to guide responsible growth and natural resource conservation over a 25-year planning horizon. It contains a shared community vision to guide the growth, development, and natural resource conservation for the Town of Beaufort and its planning jurisdiction.

This Comprehensive and CAMA Land Use Plan considers existing conditions and trends to envision the future community, a community vision created by the people of Beaufort. It contains goals that define this vision and implementation strategies to achieve these goals. It provides an analysis of the forces that have shaped the Town of Beaufort over time, as well as the current socioeconomic qualities of the Town. Finally, the plan provides implementation strategies to achieve the vital elements that make the Town of Beaufort a safe and welcoming place to live, work, and play.

Engaging the residents of Beaufort as well as key stakeholders was important for creating a plan that was reflective of the community. Public engagement included a series of focus group sessions, steering committee meetings, three public meetings, and three surveys. In addition to the steering committee reviewing and shaping all elements of the plan, the public also weighed in regularly.

Jay McLeod, with Stewart Consulting, will review the plan's process, highlight changes, and be prepared to discuss specific elements and policies within the plan.

Once the Planning Board and Board of Commissioners vote to recommend adoption of this plan, it will then be reviewed by NC Division of Coastal Management staff and certified by the Director.

The Comprehensive and CAMA Land Use Plan contains the following chapters:

1) Community Concerns and Aspirations
2) Socioeconomic Snapshot
3) Existing Plans
4) Environment, Natural, and Cultural Resources
5) Community Values, Vision, and Goals
6) Future Land Use Character Areas
    a. Future Land Use Map Page 171
7) CAMA Topics and Policies
8) Appendices:
    a. Population Projection Methods
    b. Affordable Housing Primer

c. Short-Term Rental Primer
d. Rachel Carson Reserve Resilience
e. CAMA Land Use Plan Matrix
f. Resilient Beaufort Strategy (Stewart update)

The Planning Board was given a presentation at the April 18th regular meeting by staff and the consultant. After discussion and comments, the board unanimously voted to recommend approval of the Comprehensive and CAMA Land Use Plan with the following staff-recommended edits:

Staff Edits to Comprehensive/CAMA Land Use Plan	
Table of Contents	Add Appendix D: Resilient Beaufort Strategy
Page 9	Update schedule
Page 16	Airport is also used for military training exercises; add stormwater retrofits to Cedar St. project, scheduled for 2022
Page 18	Add completed Topsail Park retrofit project and installation of permeable pavement on Orange St.; completed "Clean and CCTV" of the Town's stormwater system; pipe and basin replacement, as well as drainage improvements have been made to Orange St. and Howard Jr Lane
Page 29	Rachel Carson Reserve link is broken – add a reference to RCR appendix
Page 31	Last paragraph: "outcomes that are different"
Page 44	Fix footnote (1)
Page 63	Remove image
Page 64	Remove bullet before "the concept designs for Live Oak St"
page 72	"in 2021 through early 2022" -RCCP
Page 171	Change use of property on corner of Caraway Dr. and Hwy 101 to Employment Center
Pages 201-207	Change WC to WQ for water quality
Page 204	Move goal 2 title down to next page

Requested Action Schedule a Public Hearing.
Following the Public Hearing, provide a letter of support for the Comprehensive and CAMA Land Use Plan to the North Carolina Division of Coastal Management

Attachments: Attachment A – DRAFT Comprehensive and CAMA Land Use Plan

TOWN of BEAUFORT
NORTH CAROLINA

Comprehensive and CAMA Land Use Plan

Draft last modified:
February 23, 2022 1:56 PM

Adopted: <Date>

NC Coastal Resources Commission certified: <Date>

Acknowledgments

Steering Committee
» Guy Copes
» Johnna Davis
» Paula Gillikin
» Robert Harper
» Diane Meelheim
» Ralph Merrill
» Heather Poling
» Henry Everett

Planning Board
» Jeff Vreugdenhil
» Ryan Neve,Chair
» Becky Bowler
» Aaron Willis
» Diane Meelheim
» Ralph Merrill, Vice Chair

Town Staff
» John Day, Town Manager
» Allen Coleman, Town Clerk
» Kyle Garner, AICP, Director of Planning & Inspections
» Rachel Johnson, Public Information Officer
» Samantha Burdick, Town Planner
» Kate Allen, Former Town Planner

Mayor and Board of Commissioners
» Sharon Harker, Mayor
» Charles McDonald, Mayor ProTerm
» Ann Carter, Commissioner
» John Hagle, Commissioner
» Marianna Hollinshed, Commissioner
» Everette (Rett) Newton, Former Mayor

And much appreciation to all the residents, business and property owners, and visitors who participated and contributed their time and perspectives.

This plan facilitated and written by:

STEWART

Adopted: TBD, 2022

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Page still in development.

Reserved for CRC certification letter

Page still in development.

Reserved for CRC certification letter

About the Plan

This Coastal Area Management Act (CAMA)-Certified Comprehensive Land Use Plan, sometimes referred to as a comprehensive plan, incorporates land use and transportation plans previously adopted by the Town of Beaufort, while creating a policy framework to guide responsible growth and natural resource conservation over a 25-year planning horizon.

What's a Comprehensive Plan?

It is a document that contains a shared community vision to guide the growth, development, and natural resource conservation for the Town of Beaufort. It is a tool to be used by many people with an interest in the Beaufort community. First and foremost, it is for the citizens of Beaufort, the policy makers who represent them, and the Town's Staff who support them. It also for businesses and future citizens, and scholars or students who want to learn more about Beaufort.

This comprehensive plan considers existing conditions and trends to envision the future community, a community vision created by the people of Beaufort. It contains goals that define this vision and implementation strategies to achieve these goals. It provides an analysis of the forces that have shaped the Town of Beaufort over time, as well as the current socioeconomic qualities of the Town of Beaufort. Finally, the plan provides implementation strategies to achieve the vital elements that make the Town of Beaufort a safe and welcoming place to live, work, and play.

Who's Been Involved

» Focus Groups

- Economic Development/Business Community Focus Group
- Community Leaders and Developers Group
- Planning Board Focus Group
- Environmental and Resiliency Professional Focus Group

- Local citizens and local neighborhoods advocacy group

» Steering Committee - appointed members of the community who reviewed and guided all plan documents to enhance the plan with local perspective.

» Planning Board - reviewed the plan as part of the formal adoption process.

» Town Commissioners - reviewed the plan as a part of the formal adoption process.

» Town Staff - facilitated meetings and outreach, internal review and coordination, provided perspective and background information.

» Members of the public - participated in public meetings, plan review, surveys, and input through various methods.

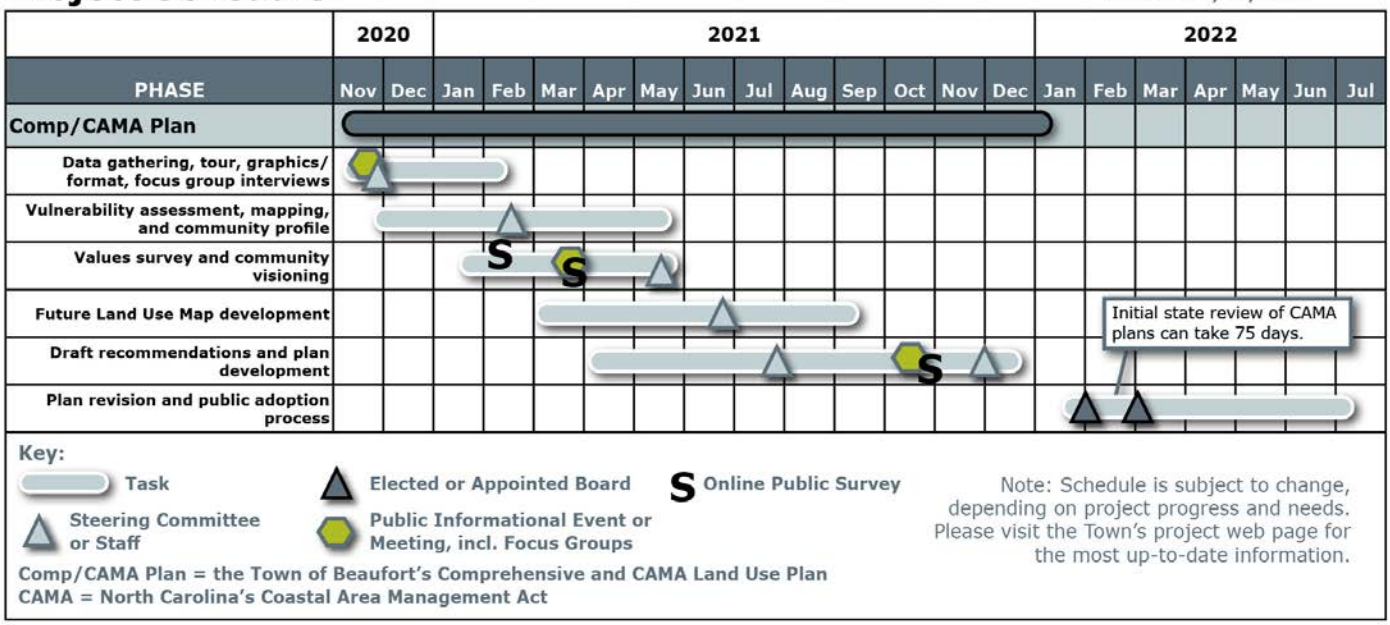
Schedule

The project kicked off in November of 2020 by collecting valuable data from town staff. Next, the Stewart team visited the Town for a community tour and focus group meetings. This led to obtaining valuable insight and local perspectives related to land use and development in the town. Following the community tour, a vulnerability assessment was performed to identify areas of environmental concern, existing land use, transportation, infrastructure, water quality, stormwater, and other environmental concerns. Throughout the process, the project team met with Town staff and the steering committee to help guide the plan and address required topics by the Coastal Area Management Act. A combination of public

"The people are the best part of Beaufort."
-Steering Committee member

Project Schedule

Version: 02/18/2022



meetings and surveys were conducted to gain community insight on future growth, development, preservation, and conservation concerns. Updating the Town's CAMA-Certified Comprehensive Land Use plan is a two-year process that includes one-year of public engagement and analysis, followed by state review of the draft plan, which can take up to 75 days.

Public Engagement

Public engagement included a series of focus group sessions, steering committee meetings, three public meetings, and three surveys.

In addition to the steering committee reviewing and shaping all elements of the plan, the public also weighed in regularly.

Public Meetings

- Public Meeting #1: December 9, 2020 - introduced the community to the plan development process and reviewed preliminary information that had been collected and analyzed.
- Public Meeting #2: March 23, 2021 - reviewed existing conditions and gathered community input on draft goals.
- Public Meeting #3: October 14, 2021 - introduced the community to the draft plan document and gathered input and answered questions about the document.

Surveys

- First Survey: February 10 - March 10, 2021 - gathered information on community values and vision.
- Second Survey: March 24 - April 13, 2021 - gathered community input on draft goals and objectives of the plan.
- Third Survey: October 14 - 29, 2021 - gathered community comments related to opinion of the draft plan and the included future land use map, revised goals, and expanded objectives and recommendations, prior to the plan going to elected and appointed board for review and approval.

Outreach During COVID-19

Although COVID-19 presented challenges to public engagement across the state, the Town, project team, and Beaufort community adapted and engaged the public in meaningful ways. Focus group meetings, steering committee meetings, and public meetings were held using Zoom and streamed over Town-utilized social media platforms. Surveys were accessible online (traditional computer and mobile) and printed hard copies were available to be taken in person. Zoom allowed for interactive breakout group sessions that facilitated small group discussion. These small group sessions ensured that all attending had the opportunity to be heard.

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Beaufort
Historic
Site

1

Community Concerns and Aspirations

Significant Existing & Emerging Conditions

The following description of existing and emerging conditions is not exhaustive but does capture the general state of land use and development concerns in the study area of the Town and set the stage for further discussion in the plan of relevant concerns. A discussion of Coastal Area Management Act (CAMA) related concerns is also included, and is based on the information gathered from the land use plan steering committee survey, general public input gathered early in the plan update process, and town staff and local area expert interviews.

Land Use

Context

Located on the Crystal Coast in North Carolina's Coastal Plain region, the Town of Beaufort is the seat of Carteret County. It sits on a small peninsula and is bordered on the east by the North River and the west by Newport River, with Taylor's Creek, the Rachel Carson Reserve, and the Beaufort Inlet to the south.

Existing Land Use

Residential properties comprise the majority of Beaufort's existing land use. Public and institutional lands, commercial land, and industrial land follow in relative abundance, respectively. Vacant land, agriculture, and conservation areas comprises 40% of the land within the Town's planning jurisdiction. (See the Existing Land Use map for additional detail.)

Gallants Channel Bridge

Future Land Use

The Town's 2006 Future Land Use Map classifies the corporate limits and the extraterritorial jurisdiction into the following categories:

- » Residential
  - • Low Density
  - • Medium Density
  - • High Density
- » Commercial
  - • General
  - • Downtown
- » Mixed Use
- » Public and Institutional
- » Industrial
- » Conservation and Open Space

The largest classification on the Future Land Use Map with 43% (3.19 square miles) of the total planning jurisdiction is Low Density Residential. Medium Density Residential constitutes about 10% or (0.8 square miles) of the total planning jurisdiction. There is minimal land classified as High Density Residential, but these areas are primarily located along U.S. Highway 70 North.

15.8% of the total planning area is classified for future Mixed Use, which provides a mix of medium- and high-density residential uses and commercial and institutional uses. There are several sites adjacent to Town Creek, the former Beaufort Elementary School site, properties near Cedar Street and Carteret Avenue, the Atlantic Veneer Corporation site, and the Beaufort Fisheries Industries site.

Public and Institutional uses include the Michael J. Smith Field Airport, public facilities, and schools. Approximately 12% (0.9 square miles) of the total planning jurisdiction is classified as Public and Institutional.

The Industrial future land use classification accommodates some existing and future industrial and manufacturing establishments as well as heavy commercial uses. About 2.6% (0.21 square miles) of the planning jurisdiction is identified for future industrial use.

Most of Beaufort's conservation and open space area lies in the Rachel Carson Reserve. In 2019, the North Carolina General Assembly passed SL 2019-95, annexing unincorporated portions of Rachel Carson Reserve into the Town of Beaufort. This added conservation and open space to the Town; however, further growth in this category is not anticipated.

The future land use component of this Land Use Plan update will build on the data from the previous plan.

Conservation

While owned by the State of North Carolina, the Rachel Carson Reserve, across from Taylor's Creek, is a renowned landmark and remarkable asset for the Town of Beaufort. The islands of the Reserve (Carrot Island, Town Marsh, Bird Shoal, and Horse Island) shield Beaufort from the waters of the Atlantic Ocean. In addition to the Reserve, Fort Macon State Park and Shackleford Banks are located just outside of the Town's jurisdiction but are regionally significant environmental resources.

Rachel Carson Reserve

Development Trends

Residential Growth and Needs

The approval of large subdivisions has been shaping and reshaping the landscape outside of historic downtown for sometime. Among the most recent developments, Beau Coast and Beaufort East Village will add 785 dwelling units to the Town.

Current and anticipated increases in Beaufort's permanent and seasonal populations (see population projections in Chapter 2) will create a demand for new residential development and create demand for related goods and service providers. The 2006 Beaufort CAMA Land Use Plan projected that there was sufficient land to meet these needs through 2025, but available land is in high-demand. With a finite supply of property, the Town stands to face increasingly difficult land use decisions.

Uptown and Midtown

While Beaufort is best known for its shoreline, waterfront, and historic downtown, the Town's planning jurisdiction extends far beyond these districts. In fact, the Town expects that most of its anticipated growth will be north of Cedar Street, Lennoxville Road, and NC 101, approaching the limits of its extraterritorial jurisdiction (ETJ). Uptown and Midtown received less attention in years past; however, recognition of the importance of these areas moving forward is growing. Development patterns have

been inconsistent in these parts of the Town, but recent efforts to focus on these neighborhoods have been well-received. There are current plans to revitalize the commercial areas and beautify the streetscapes, as recorded in the Small Area Plan and Entry Master Plan (see plan assessments in **Chapter 1: Existing Plans**). These efforts will be critical steps towards unifying the Town, reinforcing the authenticity of the community, and creating a sense of place upon entry.

Transportation

Airport

The Michael J. Smith Field Airport has good access to the state highway system and is separated from the central business district by Highway 70. The airport serves planes and jets coming to and from the Crystal Coast. It also offers educational and recreational opportunities for visitors and residents of the surrounding areas. Previous planning efforts have explored the potential of expanding the runways, which would require a realignment of Highway U.S. 101 and have impacts on surrounding properties.

Roadways

The main entrance to Beaufort is on U.S. 70. In May 2016, the U.S. 70 corridor was designated to become I-42 to connect I-40 and the greater Raleigh/Durham/Triangle area with Morehead City and the port. From start to finish, the project will span nearly a decade.

At present, it takes approximately three hours for travelers from the Research Triangle region to reach the Crystal Coast. The new I-42 will reduce that time by about one hour, improving freight movements and reducing evacuation times during storm events. Experts anticipate significant economic development to occur along the corridor and neighbors in Morehead City and Atlantic Beach are already beginning to plan for the increased demand.

In 2019, the North Carolina Department of Transportation (NCDOT) completed a $66.4 million project to replace the existing bridge on U.S. 70 over Gallants Channel with a 65-foot fixed-span bridge. The project also included widening U.S. 70 into four lanes with a median and a bridge on Turner Street. This project improved traffic flows on the highway, resulted in reduced traffic on Cedar Street and Live Oak Street (both formerly U.S. 70), and has provided an opportunity for the Town to utilize the old bridge site as a future park space. Cedar Street is also scheduled for a public realm improvement in the form of an enhanced streetscape design with landscaping, pedestrian facilities, and on-street parking upgrades accompanying a road repaving.

Highway 70 bridge over Gallant's Channel

Active Transportation and Recreation

Active transportation includes modes where the person is actively propelling themselves (i.e. - walking or bicycling versus riding in a car). The Town's commitment to improving active transportation (also referred to as multimodal transportation but active refers specifically to human-powered travel) options led to the adoption of the 2018 Beaufort Walk + Bike Plan. Since then, progress has been steady. Implementation of the plan's recommendations has included pedestrian amenities at Turner Street, a crossing at Tiller School, and sidewalk installation along Live Oak Street and Carteret Avenue.

ADA Improvements

The Town of Beaufort began an ADA Transition Plan in 2020 to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA). The Plan identified barriers to accessibility and strategies for remediation in town-owned infrastructure and services. The Town recently installed a wheelchair ramp at Town Hall. Several other curb ramps throughout town were brought into compliance with ongoing street resurfacing projects.

Signage and Wayfinding

Signage and wayfinding play a critical role in the Town of Beaufort, especially for visitors. In August 2012, the Town of Beaufort adopted the Beaufort Entry Master Plan to evaluate opportunities to improve these elements of the Town. To create a signage plan, the Plan identified the best routes to high-traffic destinations.

Cart Culture

Beaufort residents have a unique affinity for golf carts. They typically equip the vehicles for street use. When active transportation is less feasible or desirable, the golf carts provide both an enjoyable pastime and mobility for many in the Town.

Infrastructure

Water

The Town of Beaufort has four wellheads and water treatment plants, one located on Hedrick Street and one located on Glenda Drive. There are over 3,200 service connections throughout the distribution system.

Sewer Service

Beaufort's sewer system has approximately 25 miles of gravity lines, 28 miles of force mains, 21 pump stations, and 3,300 sewer service connections. The wastewater treatment plant discharges the treated water into the eastern portion of Taylor Creek.

Town Wastewater Treatment Plant

Water Quality

Watershed Restoration Plan

In 2016 the Town established a Stormwater Advisory Committee. This committee was facilitated by the N.C. Coastal Reserve to identify flood-risk areas, advise a water quality collaborative research project led by UNC Institute of Marine Science, and develop a Watershed Restoration Plan. The North Carolina Division of Marine Fisheries identified impairments in local shellfishing and swimming waters resulting from stormwater pollution in Beaufort. In response, the Town's advisory committee collaborated with the Eastern Carolina Council and the North Carolina Coastal Federation to produce the 2017 Watershed Restoration Plan for Town Creek, Taylor Creek, and the Davis Bay watersheds. This plan seeks to reduce the volume of stormwater reaching these watersheds and emphasizes pairing capital improvement projects with stormwater reduction measures. The Town has implemented several successful stormwater reduction projects including the Tiller School rain gardens, the Lennoxville Boat Ramp rain gardens, and the Beaufort Fire Department permeable pavement.

Stormwater Management

Beaufort's 2017 Plan set a goal to reduce stormwater runoff by 0.088 gallons per square foot. Targeted methods include stormwater retrofitting and community outreach initiatives. Efforts span across public and private lands to create a multi-faceted, joint push to improve stormwater pollution and reduce volume. In 2019, the Town completed a Utility Line, Storm Water, and Street Improvements Capital Investment Plan (CIP).

Other Environmental Concerns

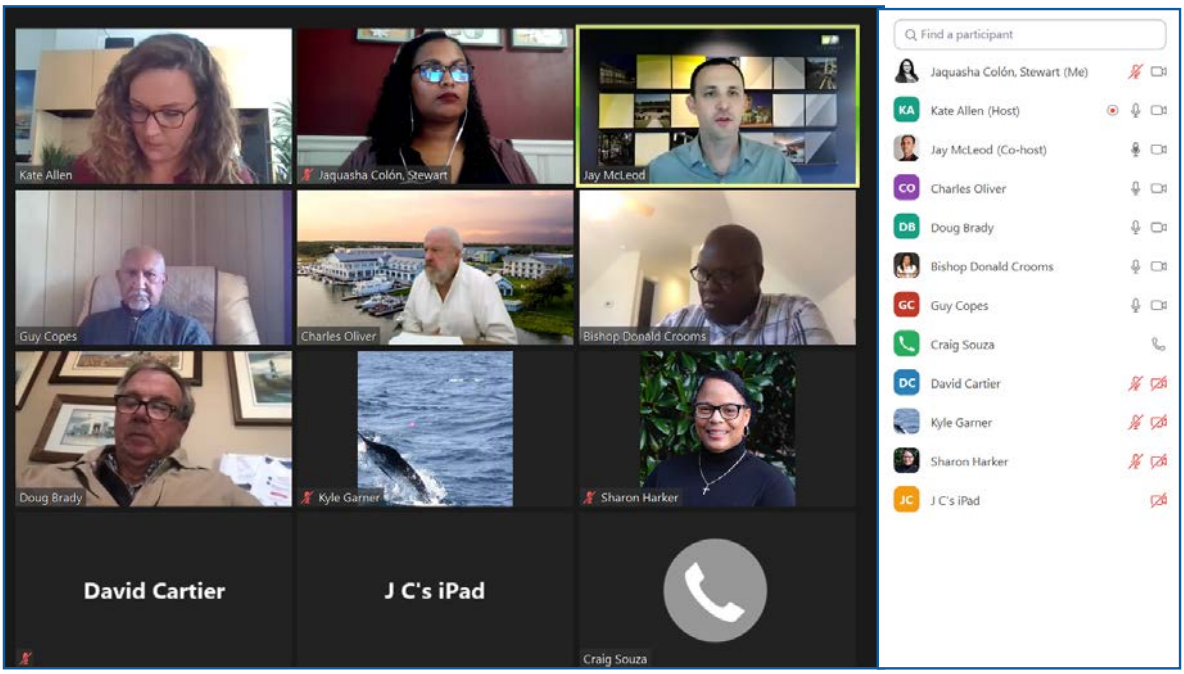
Sea Level Rise and Flooding

With sea level rise expected to be approximately 40% higher than the global average, the Town of Beaufort faces significant risks in the near future. By 2060, sea level rise is projected to increase by between 1.0 and 3.9 feet. Water levels at or above 1.8 feet create minor flooding conditions in the Town. Without strategic intervention, sea level rise could cause moderate and major flooding, threatening the economy, property, and the population.

Focus Group Interviews Summary

On December 8th, 2020, the project team and town staff led four virtual focus group discussions. Each meeting brought together participants representing varying interests in and around Beaufort to discuss the town's challenges, accomplishments, opportunities, and its future. This was held early in the planning process to provide the project team with much needed local context and history. The four meetings were organized by the town staff under these topic areas: economic development and business community, developers and community leaders, planning board, and coastal resiliency and environmental professionals. Each group was asked about Beaufort's opportunities, assets, challenges, and concerns and given the time to discuss their opinions, both professional and personal. The discussions were free-flowing and resulted in a few themes that were repeated in each meeting.

A fifth focus group meeting was held on April 1st, 2021, after the second public meeting wherein the draft goals for the project were presented to and discussed with the public. This fifth focus group consisted of residents eager to see the Town engage with the community to develop this much needed update to the Comprehensive Plan. Input from all five of these meetings was consolidated into this summary.



Focus Group Interviews were conducted on Zoom

Groups and Organizations Represented

- » Residents
- » Religious Leaders
- » Business Owners
- » Developers
- » Community Leaders
- » Beaufort Business Association
- » Carteret County Chamber of Commerce
- » Beaufort Planning Board
- » Beaufort Parks and Recreation Advisory Board
- » Carteret County Economic Development
- » Carteret County Community College
- » Crystal Coast Tourism Development Authority
- » NCDEQ Division of Coastal Management
- » NCDPS Office of Recovery and Resiliency
- » UNC-Chapel Hill Institute for Marine Sciences
- » NCDEQ - Rachel Carson Reserve
- » Duke University Marine Lab

Key Themes Repeated Across All Five Focus Groups

- » Preserving and protecting Beaufort's Charm and Character
- » Protecting the Crystal Coast
- » Maintaining a Mixed Income Community

Focus Group Interviews included a short presentation for participants

Summary of Input:

Opportunities / Assets:

» Celebrating small town / coastal charm
» Preserving historic downtown and built environment
» Growing demand for residential development
» Strengthening safe neighborhoods
» Thriving small businesses
» Protecting the crystal coast ecology

Challenges:

» Preserving the character of Beaufort
» Protecting the coast and environmental water quality
» Increasing infrastructure demands due to growth
» Availability of affordable long-term rentals
» Lack of regulations on short-term rentals

Other Areas of Concern:

» Rising sea level and flooding
» Gentrification of established minority neighborhoods
» Lack of public amenities and facilities for families
» Fostering the community feeling between new arrivals and residents
» Accessibility for all
» Diversifying and increasing employment opportunities (industrial and commercial growth)
» Housing affordability

Barbour's Marine Supply Storefront

Detailed Summary of Focus Group Interviews

Small Town Charm

It is undeniable to stakeholders and visitors alike: The Town of Beaufort is a charming coastal town. From the seasonal programing, local restaurants and bars, several docks, distinctive historic district, safe neighborhoods, and the sort of Southern hospitality only found in the Carolinas – Beaufort's reputation as a jewel of the Crystal Coast is well-deserved. Long-time and newer residents both agree that this distinctive character needs to be maintained in perpetuity. Residential development has seen a boom in recent years with vacationers and retirees both flocking to find their piece of the Town, and with that change comes the concern that the small-town feeling will start to feel crowded, or perhaps worse, inauthentic, and suburbanized. Among residents, both life-long and transplants, there is some concern that Beaufort's growth will center on its tourism industry – leading it to develop in a fashion similar to larger, more commercialized, coastal, vacation destinations.

Typical housing seen in Beaufort

Refocus on Midtown and Uptown

While Beaufort is often recognized by Front Street and the historic downtown, that area alone makes up a very small portion of the whole community. North of Cedar Street, Lennoxville Road, and the Live Oak Street and Highway 101 intersection, and all the way to far edges of the ETJ is where the majority the land and year-round residents of Beaufort reside. Much of the planning, regulatory, and development focus on Beaufort has been centered around the southernmost portion of the town. Downtown and along the Front Street waterfront is where the most desirable land and development pressure has been. There is a long-growing need to place some focus on Uptown Beaufort, which has seen spotty commercial development in the recent decades.

Aging Population

Beaufort, like many of North Carolina's scenic coastal communities, has been drawing retirees in as new residents while seeing a decline in young adults and families with children. Stakeholders in the focus groups who grew up in town before leaving to follow careers elsewhere have come back after decades away and spoke of others who have done the same. With this pattern continuing today, Beaufort has seen the median age of rise as the older adult and empty-nester population climbs.

Active and Accessible Mobility

Recently, the Town completed a bicycle & pedestrian plan which made new recommendations for improved walkability and bicycle connectivity. The Town has been moving steadily in implementing pedestrian improvements that were recommended, such as pedestrian amenities planned at Turner Street, a crossing at Tiller School, and sidewalks along Live Oak Street and Carteret Avenue. That said, some residents also rely on golf carts as their preferred method of transportation across town in a similar manner to a mobility scooter user. Meeting mobility needs for these users should be balanced with pedestrian, bicycle, and roadway improvements. There is also recognition of the need for increasing the prevalence of ADA accessible pedestrian facilities based on concerns raised during the initial public engagement efforts.

Housing Affordability

New residential opportunities have not been in short supply for the Town of Beaufort. The Beau Coast and Beaufort East Village alone will add nearly 800 homes to the Town when fully built out, and additional infill development is also occurring throughout town on a lot-by-lot basis. Much of the new housing starts in the mid to low $300,000 range. Due to the nature of Beaufort's environment and location (at the tip of peninsula with sensitive wetlands bordering either side), as well as the southernmost and central portions being largely developed already, there is not much buildable land available at a low cost with utilities (especially sewer service) located nearby.

Ready-to-develop land is in short-supply and expensive near downtown and corridors. Land further away from the Town's core would be costly to connect to infrastructure and conforming with the distinct small-town charm may limit options that could improve density, leaving developers with limited flexibility or incentive to make housing more affordable for lower income levels to rent or own.

Preserving and Attracting Diversity

Beaufort has historically been more racially diverse than it is presently, particularly within the Mulberry Street neighborhood. Currently, the demographics show the Town's population is about 21% minority but has been trending down as rental availability and housing affordability have become increasingly harder to find for households with low-to-moderate incomes. Additionally, increases to taxes and a higher cost of living are making it harder for households with lower incomes to stay in town and for property owners with long-term rentals to maintain historic rates. With primarily single-family houses in resort style neighborhoods on the market and rental properties shifting

Picnic tables on Front Street during the winter months

Private marina on Town Creek.

Public kayak access point and storage.

Town docks.

to popular short-term models, current and prospective minority, young family, and low-to-moderate income residents are being pushed out of Beaufort proper to the County jurisdiction, Morehead City, or out of this region altogether.

Short-Term Rentals and the Community Atmosphere

As an attractive vacation destination, Beaufort has seen an increase in short-term rental offerings on popular listing platforms (e.g., AirBnB and VRBO). Within Town limits are ten hotels and inns in operation, and during peak tourism season and surrounding popular events, any short vacancies are limited. Homeowners who may not reside in town full-time or were able to acquire multiple properties have been able to profit on this market demand. However, no regulation currently exists for short-term rental properties, and locals who reside in the historic district find the increased presence of boisterous vacationers an unwelcome addition to their neighborhood. Large parties and rowdy groups do not contend well with the quaint charm and community feel locals have come to expect, and residents are waiting for a solution to balance their year-round needs with the economic benefits of the tourism industry.

Tourism Industry and Off Season

Late Spring through to early Fall makes up Beaufort's tourist season, with May to July seeing the Town at its busiest. While the population within the town limits and ETJ hovers just below 6,000 residents, the population peaks to 13,400 with the influx of vacationers. Here to enjoy the rich history, visit the Reserve, recreate along the coast, and soak in the

small-town charm, the tourist population drives much of the local economy. When the Cedar Street bridge was closed and replaced by the US 70 Bypass, there was a deep concern that tourism would decrease, and local businesses would see a distinct decline in revenue due to traffic from Morehead City being diverted away from Town. However, that has not been the case. Now with future Interstate 42 connection, a new hotel, and the influx of residents, summer tourism is expected to continue to build.

One change stakeholders are hoping for is growth in tourism in the fall and winter months. As it stands, the decrease of revenue is drastic once the vacationers leave. Businesses that see most of their profit from tourists are unable to maintain summer staff or hours. This extends to tours, hotels, restaurants, and shops along Front Street. There is a significant interest in the business and tourism community to capture more off-season tourism. If the Town is able to grow off-season interest, more revenue and year-round jobs can come into the community while using existing infrastructure to maximize the returns on local tourism-based investments. Many of the stakeholders agreed that maintaining a steady flow of year-round tourism would better support the service and retail industry in the town.

Jobs and Business Development

By far the retail and service industry in Beaufort takes up the biggest portion of the local workforce, however, a thriving local economy needs diversity of job opportunities. Large industry employers are typically outside of Beaufort limits, but they have tended to edge closer to town in order to tie into existing

The built environment must accommodate the natural environment

Coastal wetlands are fundamental to the community

Beaufort is a water-focused community

sewer utilities. Attracting and retaining industries has been a concern, as well as attracting the right kind of residential support businesses that make a place attractive to live.

Access to Public Trust Waters

Despite the spectacular waterfront views available in many places, direct, physical access to the water in Beaufort can be difficult to find for the general public. Private residences, rental properties, and specific neighborhoods hold most of the docks and boat launches. The Town has made improvements to several access points, but they are limited in geography and facilities. Celebrating and protecting spaces where everyone has open access to Beaufort's greatest natural asset could both increase public support and participation in environmental protections and improve access for all residents and visitors. Recent years have seen an increase of motor boat traffic in the waterways. The extra noise, pollution, and traffic can be disruptive, and even dangerous, for marine life and kayakers alike.

Fishing access

Environmental Protections

The Town was planned around the inlet and access to the ocean remains ones of the top selling points. As such, there is a vested interest by all parties to protect, preserve, if possible, restore the natural environment where loss and degradation has occurred. Past planning and industry decisions, such as widening the port, have created lasting effects that will increase impacts felt in Beaufort from

Kayak stand near the marina

sea-level rise and global climate change. Multiple agency efforts need to be coordinated to balance improvements needed to mitigate direct environmental impacts with defenses against climate change impacts, specifically increasing storm severity and sea-level rise. Decreasing run-off, reshoring against erosion, reestablishing native vegetation, and improving the stormwater collection and transport system are all key concerns that need to occur at the watershed level. Development and construction practices also need to be re-examined to ensure that site level impacts can be reduced to support Town and regional interests, such as preventing the clear cutting of established maritime forests and improving the water quality in the estuaries. In addition, the impact of a sewer system nearing capacity could exacerbate ecological degradation. Protecting Beaufort's local ecology must be a priority to consider with every planning and policy decision.

Utility Infrastructure

Beaufort is one of the few communities in Carteret County that has sewer infrastructure. However, the Wastewater Treatment Plant is over 10 years old and nearing the point at which facilities planning must occur to accommodate additional future growth. Like most wastewater treatment plants, it is expensive to operate and maintain. As such, there are high rates for users. The Town has extended wastewater treatment service to a limited number of customers outside of the corporate town limits. These users pay double what users within Beaufort's town limits pay. Sewer service connection in Beaufort is a significant factor in the cost and feasibility of development and it continues to be a priority of the Town to maintain a high value and high functioning system.

The Town's road infrastructure is also in need of improvements. While more sidewalk and cycling investments have

The Town is actively engaged in infrastructure upgrades and maintenance.

been made recently, the overall quality of the pavement in Town is in need of maintenance and repair, during which utility and mobility upgrades can also be made, which would be more cost-effective than having to come back later with further road construction.

Remote Workforce

The 2020 pandemic year brought a new opportunity for office workers that has never been seen at this scale previously: remote work capability. Stay-at-Home orders mandated by the State of North Carolina have led to employees working remotely all over the state, calling to question how far we can live from our workplace. As companies go forward, remote working flexibility is expected to be far more commonplace – opening towns previously viewed as a far-off retirement dream as a potential place to live in the present. In scenic towns across the country, newly designated remote employees are buying homes and moving to "Zoom towns," which have been experiencing significant increases in home sales since October 2020. (Zoom is a type of remote-work, virtual conferencing software.) Anecdotally, this is also happening in Beaufort, although the long-lasting impacts of remote-workforce relocations have yet to be fully understood or predicted.

Attracting Mixed Income Residents

Even though visitors may think of Beaufort as a quaint, historic small town that is ideal for retirees, there are still families and workers who live in or near the Town. Unfortunately, due to a scenario where many local jobs are seasonal, housing is largely unaffordable, rentals are short-term or unavailable, recreational opportunities for kids are in short supply, and there are more career and job opportunities elsewhere. The Town has struggled to attract and retain lower to middle income residents like young adults and families. Census data indicates that the number of jobs in Beaufort and workers who live outside of town have increased since 2000, while the number of residents who work in Town has had a slight dip. This could indicate that the people working in Beaufort cannot afford to live here, however, further analysis is needed. Providing more public amenities for families and children can also attract small and growing households back to this area as permanent residents.

Resiliency Planning with the Reserve

The Rachel Carson Reserve is a major tourist attraction and a part of the North Carolina National Estuarine Research Reserve system. The grouping of small islands, marshes, and wetlands are not only valuable habitat for native species but also function as barrier islands that protect Beaufort's waterfront. The Reserve is currently in a resiliency planning process, and the Town has the opportunity to partner with this effort. Through this collaboration, and similar ones like the Resilient Coastal Communities Program, joint projects that support both the Town and the Reserve can be identified.

A brief on the concurrent and separate Rachel Carson Reserve Habitat Resilience Planning Effort

The Rachel Carson Reserve functions as a nature preserve, outdoor laboratory and classroom, and protective storm barrier for the Town of Beaufort. As environmental and human conditions change, it is important to understand where, why, and how habitats of the Reserve have been or may be affected. These answers will help guide future actions that will support local environmental and social resilience.

Assessing Vulnerability

An understanding of the Reserve's habitats and their vulnerability to coastal flooding and severe weather is an important first step in planning for future impacts.

Marsh Vulnerability on a Site and Regional Scale

The Climate Change Vulnerability Assessment Tool for Coastal Habitats revealed that marsh at the Rachel Carson Reserve shares a "high or very high" vulnerability with other Reserve site marshes in NC (except for the Reserve site at Currituck Banks which is only "moderately vulnerable"). The tool also revealed that the main part of the Reserve site (Town Marsh, Carrot Island) is less vulnerable than Middle Marsh, which is separated from the rest of the site by the North River Channel.

Analyzing Habitat & Shoreline Change

Understanding how habitats have changed and why is key to understanding how they will respond to future conditions such as sea level rise. At the Rachel Carson Reserve, dredging projects and inlet width strongly influence habitat change.

Planning for the Future

In 2020, the Division of Coastal Management received funds from the National Fish and Wildlife Foundation to support a community resilience program and to develop a habitat resilience plan for the Rachel Carson Reserve.

Development of the habitat resilience plan is based on a knowledge base of vulnerability assessments, various analyses, published studies, and consultation with a team of experts, including staff from the Town of Beaufort. The plan will include strategies that help support the resilience of habitats at the Reserve, including habitats that are important to protecting the Town's waterfront.

Additional Resources:

Additional educational materials on the topic can be found on the Rachel Carson Resilience Hub at: http://www.tinyurl.com/rachelcarsonresilience

A Balance of Priorities

Throughout the initial information gathering activities (which included public engagement, focus group interviews, and steering committee discussions), it became apparent that there are a number of competing priorities at play in the Town. Like in many communities across the state that are adapting to growth, adapting to change while preserving the community character is a challenge. The initial public engagement that was part of this plan has resulted in a greater understanding of the competing priorities and viewpoints with which the community is currently grappling.

Community Values

Community priorities included **preservation of small-town character**, which can be achieved through density or design controls on the built environment. The Town has carefully regulated architectural controls in the historic district, and also has restrictions on building height for the entire jurisdiction.

Many survey and public meeting participants expressed concern for the **affordability of housing** and that long-time residents are feeling squeezed out or are unable to own-and-live in the town. It would appear that despite new housing being constructed, demand still outpaces supply. In addition, the appeal of cultural and environmental tourism has increased the **demand for vacation rental housing**. This has been exacerbated by the nationwide explosion of short-term rental housing (AirBnB, VRBO, HomeAway, etc.). Demand for these different rental types puts a strain on existing housing, further inflating prices.

An Affordable Housing Primer is available in the appendix of this document, but some key terms are defined as follows:

"Affordable housing" is housing that costs no more than 30% of a household's income, including utilities (*HUD).*

- Affordable housing can be income-restricted, meaning it is specifically developed as affordable housing and is only available to households that meet specific income limits.
- Affordable housing can also be market-rate, meaning it is affordable based on market price and is not restricted based on household income. These housing units are susceptible to market fluctuations and may increase in price, rendering them unaffordable.

"**Workforce housing**" is housing affordable to households earning between 60% and 120% of the Area

Mean Income. Workforce housing is generally thought to be for middle-income workers which includes professions such as police officers and teachers.

Resiliency and Environmental Protection

There is also a growing concern about the environment, specifically the loss of wetlands, maritime forests, and mature tree canopy. Maintenance of environmental water quality is very important, especially since the waterfront and saltwater play a major role in everyday life and the community's identity. These areas also provide ecosystem services, such as stormwater interception and storage. Stormwater and flooding apprehensions were also frequently mentioned, and have a significant impact on water quality as well.

Erosion and higher seas are increasing the conversion of shoreline from natural to modified (sea walls, bulkheads, rock vetments, etc.). This reduction in habitat is a cost paid by all residents who enjoy the coastal habitat and benefit from high environmental water quality.

At the time of writing, the Town was also undergoing a planning effort to increase resiliency to coastal and climate hazards. This will help position the Town to respond to shocks and stressors with less disruption of services and operations.

Government Intervention and Retreat

There is very little discussion on the risk private landowners should absorb when discussing coastal development. Some towns choose to purchase these vulnerable properties, ensuring a private landowners' investment is safeguarded by the local government. However, not all private real estate investments are guaranteed a high return. This dilemma is further exacerbated when viewing the issue through the lens: is it the responsibility of the local government to guarantee a return on investment in high-risk locations?

Maintenance of existing public infrastructure in high risk areas puts a financial burden on the overall community, while primarily benefiting the landowners. If the government were to retract services from these areas rather than purchasing them, it then may be viewed as a taking. If a town were to abandon high-risk, high-maintenance sewer lines in an area that experienced frequent coastal flooding and erosion, would those properties still be habitable or valuable if the private property owners were forced to assume those costs and infrastructure? Another option would be for the local government to charge additional user fees to maintain high-risk, high-maintenance assets. Each of these concerns are interrelated and there are tradeoffs with pursuing any course of action. The following table (next page) attempts to **quantify this interrelatedness** and describe the impacts that certain actions might have on other aspects of the community that are valued or seen as needing improvement.

Although this list is not all-inclusive, hopefully it provides a broader understanding of the **tradeoffs that will be required** in order to achieve outcomes that different from the current course or the status quo.

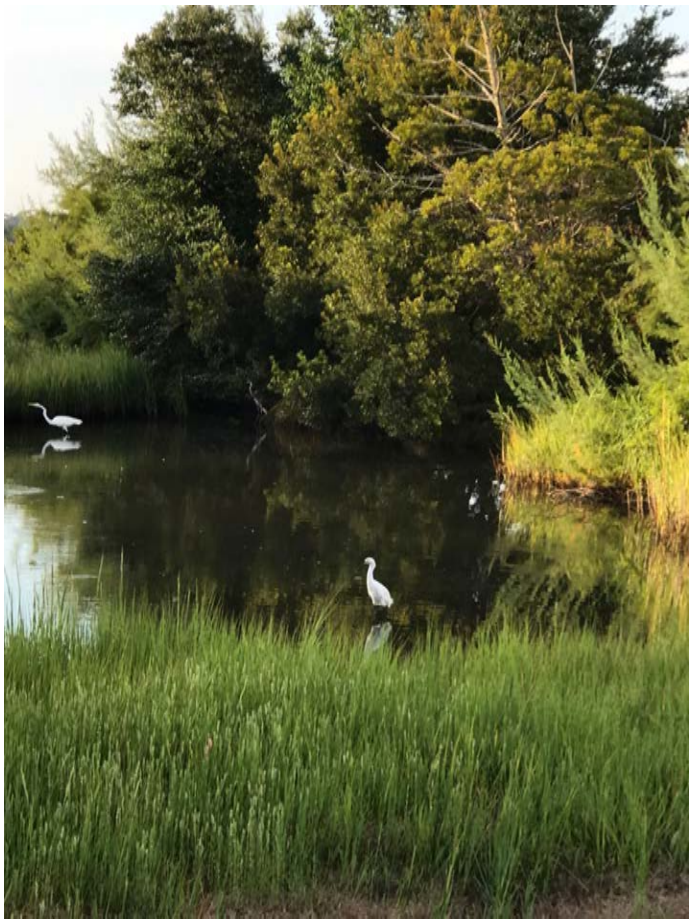
Conceptual Exploration of Competing Priorities and Potential Impacts of Trade-offs

Potential Action	Pros	Cons	Relationship to Affordable Housing	Relationship to Tourism Economy	Notes
Disallowing very tall structures	Maintains community character.	Prevents higher density lodging like apartments, hotels, and condos.	Reduced opportunity to develop more densely. It is unlikely this would lead to more affordable or attainable housing, but it would provide additional housing supply.	Fewer hotel rooms or rental units for tourists.	Structure height has an impact on community appearance and character.
Increased tree canopy preservation standards	Maintains environmental assets.	Potential to increase land costs for developers.	When development density is artificially kept lower (through any method) it drives up the cost of land and the cost of home construction.	Character and charm are essential to the Town's appeal. It's possible that there would be a very slight increase in tourism related to scenic beauty of neighborhoods.	Preserving tree canopy does help intercept rainfall, helps recharge ground stormwater storage capacity, lowers ambient heat, and help intercept hurricane winds.
Restrictions on short term rentals of single family housing	Maintains small-town charm and community character.	Reduces the opportunity for a unique style of tourism and/or a second income stream for local vacation home owners.	When residential housing becomes a commercial investment commodity, homes become owned and operated by investors, which decreases local supply of housing for residents.	Reducing short term and vacation rental housing supply will mean fewer tourists staying in town; tourism from in-town hotels or visitors from other towns will likely not be affected.	Some residents have adapted by renting out one or more bedrooms in their own homes to help defray the cost of living, which allows these residents to continue to be a part of the community. With the high demand for housing in Beaufort, it is uncertain if restricting short term rentals would have any impact at all on local affordability, and might just result in the short term rentals being converted to second homes.

Conceptual Exploration of Competing Priorities and Potential Impacts of Trade-offs (Continued)					
Potential Action	**Pros**	**Cons**	**Relationship to Affordable Housing**	**Relationship to Tourism Economy**	**Notes**
Restricting the conversion of property to residential uses, and protecting employment uses (commercial, industrial, etc.)	Provides an opportunity for diversifying the employment base, potentially away from such a heavy reliance on tourism.	Potentially restricts private property owners from obtaining the highest yield on their real estate; Reduces the supply of housing.	Any restriction in the supply of land available for housing has some impact on affordable housing although given the demand for coastal housing, it is unlikely that such property would result in additional "affordable" housing.	It is possible that a reduction in land available for housing (especially if some of that housing would be short term rentals or vacation rentals) would have a negative impact on the growth of the tourism economy.	While it is conceivable that this could potentially help diversify the economy, there is no guarantee that increasing the supply of commercial or industrial land will result in successful nonresidential uses if demand does not exist.
Allowing more multifamily housing types in existing neighborhoods	Adds to existing housing stock, usually via higher density.	Potential to change neighborhood character.	Additional housing supply may have some positive effect on lowering home prices of existing, affordable stock, but is less effective an adopting an official affordable housing program.	Might provide additional affordable housing for tourism related employees, but that same housing might also be consumed by second home or vacation rental market.	Multifamily housing can be introduced and regulated in a manner so that it is designed to fit within the context with existing neighborhoods.

Key CAMA-related Issues

The Coastal Area Management Act (CAMA) is particularly concerned with five land use topics. Additional description of issues related to those topic areas is provided below. For the full description of these topic areas and their CAMA-related objectives, please see the full description from state statutes (15A NCAC 07B. 0702).



Coastal wetlands (Photo: Andrea Correll)

Public Access

In Beaufort, the public has access to public trust waters in several different capacities (visual access, fishing access, physical access, and equipment access like boat launches). As in most coastal towns, there are limited opportunities for residents and visitors that are not coastal property owners to access public trust waters. Most direct, physical access to the coast and water, through docks, shoreline access, and private boat launches, are exclusive to private residences, rental properties, and select neighborhoods, although several light and heavy craft public access points do exist. For those unfamiliar with the Town, public access points can be difficult to locate. In addition, development, tourism, and population growth have all increased the need for more public access points. While these issues present challenges, the community recognizes the value of public trust water access, and many support increased options.

Grazing horse at the Rachel Carson Reserve

Possibly the best example of a public private partnership in providing public access to public waters is the town docks where a combination of physical, vessel, and visual access is shared with adjacent commercial uses where the water view can be enjoyed while dining, walking, or shopping. The boardwalk and docks are a signature Beaufort experience.

Land Use Compatibility

Limitations

The Town's location between three watersheds; Town Creek, Taylor Creek, and Davis Bay; has limited the development potential of the area geographically. Legacy development within wetlands and regulatory (i.e. - 100-year, or 1% annual chance) floodplains has resulted in legacy land use conflicts. Development has also increased impervious surface area, with associated negative impacts from stormwater runoff and flooding. Incompatible coastal development has resulted in the loss of natural buffer areas, exacerbating flooding and runoff issues. This is a common issue among historic working waterfront communities that were developed prior to the enactment of coastal environmental protection legislation. Often properties that were developed near the water have also experienced erosion and subsequently hardened their shorelines to protect built infrastructure. This has resulted in incremental loss of natural (unmodified) shoreline and marsh habitat over the years.

Flood Risk

As of November 2020, Beaufort had 2,425 developed parcels and 767 undeveloped parcels of land. Of the developed parcels, 48.8% (1,183 parcels) were developed prior to February 14, 1975, when Carteret County adopted its initial Flood Insurance Rate Map (FIRM) (Pamlico Sound Regional Hazard Mitigation Plan, 2020). Because they were developed prior to these minimum standards, these older parcels may carry a higher level of risk during natural hazards and are potentially more susceptible to inundation than areas developed subsequently. There have, however, been subsequent FIRM updates over the years as flood zones have changed. This inborn flood hazard is typical of towns that developed prior to widespread flood prevention regulations.

Existing Land Uses

See analysis in Chapter 5.

Infrastructure Carrying Capacity

Water Treatment Plants

Beaufort's two water treatment plants have adequate capacity for existing demand (1.872 MGD permitted capacity each, max use 0.91 MGD in 2020, per local water supply plan); however, there are some challenges. Some equipment is nearing or exceeding its expected service life and there are space limitations at the Hedrick Street location. The Town's wells are functioning at adequate levels for current demand, but two of them are approaching their expected service lives. For more information, see the NC DEQ Local Water Supply Plan (https://www.ncwater.org/WUDC/). (See page 37 for projected needs.)

Wastewater Treatment Plant

The permitted capacity of the wastewater

treatment plant is 1.5000 million gallons per day (MGD). Per a December 2020 staff report, the wastewater treatment plant has a current average daily flow of 0.7868 MGD. The obligated flow for future developments 0.2759 MGD. When accounting for both current and future utilization, there is approximately 29% unallocated capacity remaining. (See page 37 for projected needs.)

Natural Hazard Areas

Rachel Carson Reserve

The islands of the Rachel Carson Reserve shield Beaufort from the waters of the Atlantic Ocean. The pristine estuarine waters formed between mouths of the Newport and North Rivers, across from Taylors Creek, also harbor aquatic flora and fauna in an array of coastal habitats including tidal flats, salt marshes, ocean beach, soft bottom, shell bottom, dredge spoil areas, sand dunes, shrub thicket, submerged aquatic vegetation, and maritime forests.

Inundation overwash during storms, exacerbated by rising sea level, has become a more recently significant issue at the Reserve. In recent years, major storm events have caused water to breach the dunes, redepositing silt and sediment. This has resulted in the gradual shift of the islands towards the mainland.

Water Quality

The three main watersheds in Beaufort; Davis Bay, Taylor Creek, and Town Creek; drain into Newport River and North River which contain High Quality Waters (HQW). Stormwater runoff is a major concern in Beaufort. It is the primary source of the pollutants and bacteria threatening the water quality of the delicate environment.

Davis Bay (Turner Creek and Gibbs Creek)

Davis Bay encompasses Turner Creek and Gibbs Creek. It is designated primarily as a Class SA waters, supporting direct contact recreation and commercial shellfishing. This is the last remaining shellfish harvesting area in the Town. Over the past two decades, significant logging activity has occurred in the greater watershed, changing the landscape and the runoff patterns.

Taylor Creek

Taylor Creek watershed is predominantly classified as Class SC waters. This classification recommends limited activities involving skin contact with the water, but does not restrict some other activities such as fishing and boating. Shellfishing is prohibited along the length of the entire main channel. The waterfront has a number of residences with bulkheads, hardening the shoreline and contributing to a loss of natural vegetative coverage. Taylor Creek is a major local waterway and is frequently crossed to access the Rachel Carson Reserve or other regionally-significant destinations, such as the Shackleford Banks.

Town Creek

Town Creek runs along Beaufort's western border. It is classified as Class SC waters. Prior to the 1970s, excess amounts of poorly treated sewage were discharged into the water. Despite a reduction in discharge, over the past several years, increased stormwater runoff has diminished water quality and

Watershed Boundaries

Projected Utility Needs

	2020	2025	2030	2035	2038	2040	2045	2050
Peak Population Estimate	10,200	11,025	11,980	12,941	12,215	13,983	14,347	14,697
Projected Water Needs (MGD)*	0.5304	0.5733	0.6229	0.6729	0.6352	0.7271	0.7460	0.7643
Water Capacity (MGD)	1.8445	1.8445	1.8445	1.8445	1.8445	1.8445	1.8445	1.8445
Projected Wastewater Needs (MGD)⁺	0.6120	0.6615	0.7188	0.7764	0.7329	0.8390	0.8608	0.8818
Wastewater Capacity (MGD)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5

** = Based on 52/gallons/person/day per ratios used in Local Water Supply Plan 2020*
⁺ = Based on estimated maximum of 60 gallons/person/day per 15A NCAC 02T .0114

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TOWN OF BEAUFORT

2

Socioeconomic Snapshot

This section examines Beaufort's existing conditions through analysis of population, demographics, and housing. The study area encompasses all the land within the ETJ and municipal boundaries. However, some statistics are given only for the area within the municipal limits, based on data availability.

Population Trends

The population of Beaufort fluctuates depending on the time of year, especially during the peak summer vacation months. The U.S. Census counts are performed decennially and estimated on years in between. Beaufort is also experiencing an influx of new residents and visitors. Several recent developments are also bringing significant residential housing construction.

Population Estimates and Projections

Beaufort's population has historically grown at a very low rate. The population grew by just 13% from 2000 to 2019, which is conservative compared to North Carolina's 30% growth over the same period. However, data shows that Beaufort will continue to grow its permanent and seasonal populations over the next 30 years (see page 35).

Historic Population Count

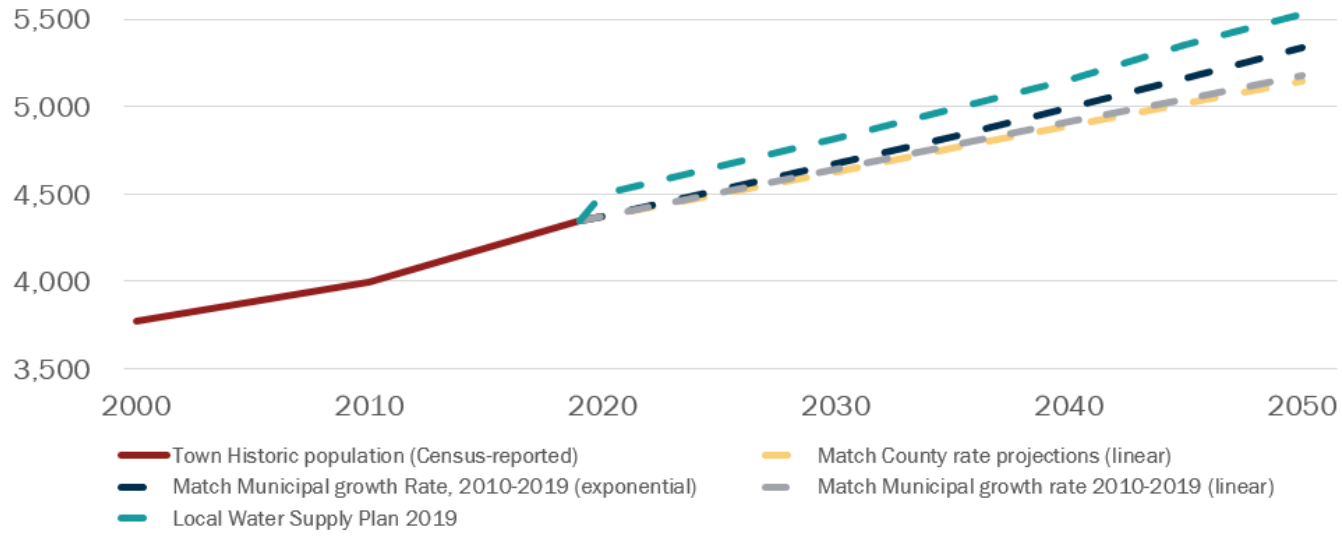
	2000	2010	2019
Municipal Pop.	3771[5]	3997[5]	4343[1]
ETJ Pop.	1490	1350	1496
Total Study Area Pop.	5261[6]	5347[6]	5839[6]

Permanent Population Projections

The permanent population for 2019 is estimated at 4,343 within the municipal limits and 5,839 including those within the extraterritorial jurisdiction. The annual growth rate for permanent residents was 0.9% from 2010 to 2020 within the municipal limits, which shows that while the permanent population is growing, it is not growing very quickly.

Permanent population projections were developed using average growth rate of the following:

Permanent Population Projections



	2019	2020	2025	2030	2035	2040	2045	2050
Match County Rate Projections, Linear[3]	4343	4,369	4,499	4,629	4,759	5,019	5,149	5,279
Match Municipal Growth Rate 2010-2019 (exponential)[2]		4,371	4,519	4,671	4,829	4,992	5,160	5,334
Match Municipal Growth Rate, 2010-2019 (linear)[2]		4,370	4,505	4,640	4,775	4,910	5,045	5,175
Local Water Supply Plan 2019[4]		4500	4658	4815	4984	5152	5352	5526

- The projected County growth rate (per NC Office of State Budget and Management (OSBM))
- The municipal growth rate from 2010-2019, compounded annually
- The municipal linear growth rate from 2010-2019

Projections from the NC DEQ state water supply projections were included as a barometer for calculated projections. As evidenced by the chart, the population projections were in line with the State's water supply projections.

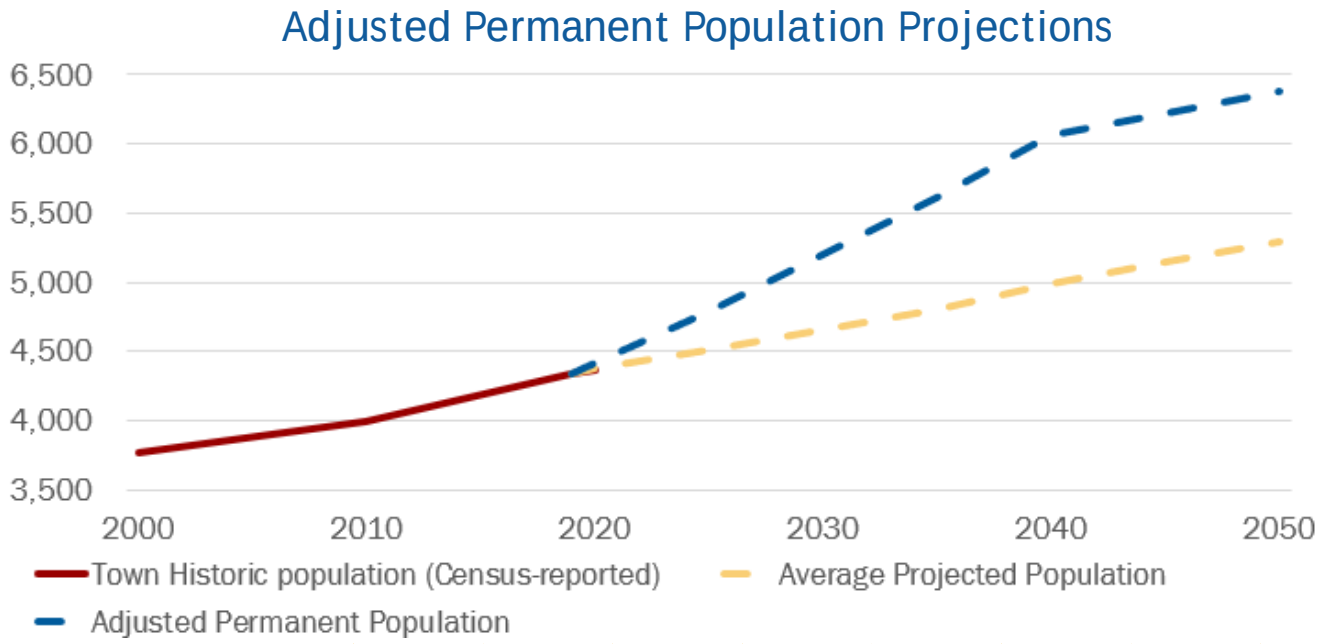
The Impact of New Development

Simply extrapolating population growth based on historical growth and government projections does not tell the whole story for Beaufort's population. The town has permitted two very large residential developments that together will bring almost 800 homes to town, which is roughly equal to the number of homes than were built in Beaufort between 2000 and 2019.

To account for the impact of these developments, first an average of the projected permanent populations was made. This average was added to a population estimate in the new developments based on known quantities:

- About 40 new homes per year (based on 2018-2020 average)[2]
- 1.8 person average household size[1]

Since prior to these developments, the Town had closer to 12 additional dwelling units constructed per year, it seemed necessary to add this additional population to better project the anticipated (adjusted) average permanent projected population.



	2019	2020	2025	2030	2035	2040	2045	2050
Average Projected Permanent Population	4343	4,371	4,513	4,657	4,804	4,986	5,144	5,296
Adjusted Projected Permanent Population		4415	4,783	5,197	5,614	6,066	6,224	6,376

As with any population projection exercise, some assumptions must be made. However, other trends are more difficult to accommodate and/or trends are not decisively indicative in any particular direction. Such subjects include recent trends related to the COVID-19 pandemic, shifts in vacation housing ownership proportion, and speculative future growth based on completion of the Interstate 42 project.

Seasonal Population Projections

The peak seasonal population was created by estimating and projecting forward the amount of visitors to short-term rentals and seasonally occupied units, guests of year-round residents, and other lodging, to give an estimate for how many visitors Beaufort accommodates during the busiest time of the year, July. This was added to the adjusted permanent population to estimate the total number of people in Beaufort during peak tourist season in 2020, which is estimated at about 14,600. This does not include day trippers.

To project the seasonal population, the ratio of current visitor population to permanent population was calculated and applied to the adjusted permanent population projections. This assumes a constant ratio of tourists to full-time residents.

The chart below shows several lines demonstrating different Peak Seasonal Populations. A low and a high seasonal population estimate were calculated. These were then averaged and compared against the water supply report projections. The average estimate is slightly higher than the 2019 Water Supply Plan estimates.

For more information, including the methodology for estimation and projection, refer to the appendix.

Understanding Population Projections

Permanent Population

Persons who usually reside in the planning area, year-round.

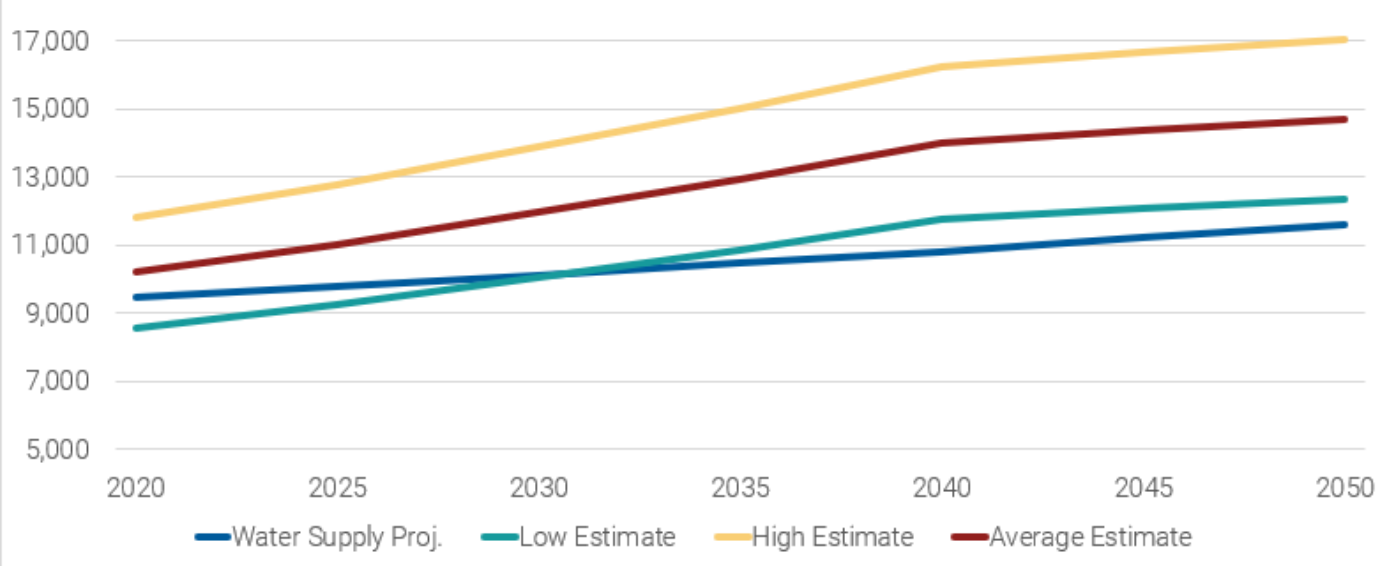
Peak Visitor Population

Persons who are temporary residents in the planning area, such as tourists and vacationers, but who normally reside in another location; does not include day-trippers.

Peak Seasonal Population

Permanent plus visitor population. This is an approximation of the planning area's population on a "typical" peak day during the high season. Does not include day trippers.

Total Peak Seasonal Population Projections



	2020	2025	2030	2035	2040	2045	2050
Water Supply Estimate[4]	9,450	9,781	10,111	10,465	10,819	11,199	11,579
Low Estimate	8,570	9,263	10,065	10,873	11,748	12,054	12,348
High Estimate	11,830	12,787	13,894	15,009	16,217	16,640	17,046
Average Estimate	10,200	11,025	11,980	12,941	13,983	14,347	14,697

Data Sources:

1. American Community Survey 5-year estimates (2019)
2. Town of Beaufort
3. NC State Demographer
4. Local Water Supply Plan 2019, NC DEQ DWR
5. Decennial Census (2000, 2010)
6. ESRI via ArcGIS Online

Demographics

Age and Ethnicity Makeup

The largest individual age cohort in Beaufort is people aged 55-64. The median age for the study area is 50.3, which is up from the median age of 46.9 in 2010. This is older than the median age for North Carolina, 39.1, but in line with Carteret County's median age, 50.0.[1] Similarly, the share of residents aged 65 and older has increased from 19.8%[7] to 25% as of 2019.

In the study area, 18% of the residents self-identify as a racial or ethnic minority, which is the same as in the previous CAMA plan. The largest minority group represented is Black or African-American.1 This is a decrease in minority population from the 2006 CAMA plan, which stated that 21% of the population identified as non-white.

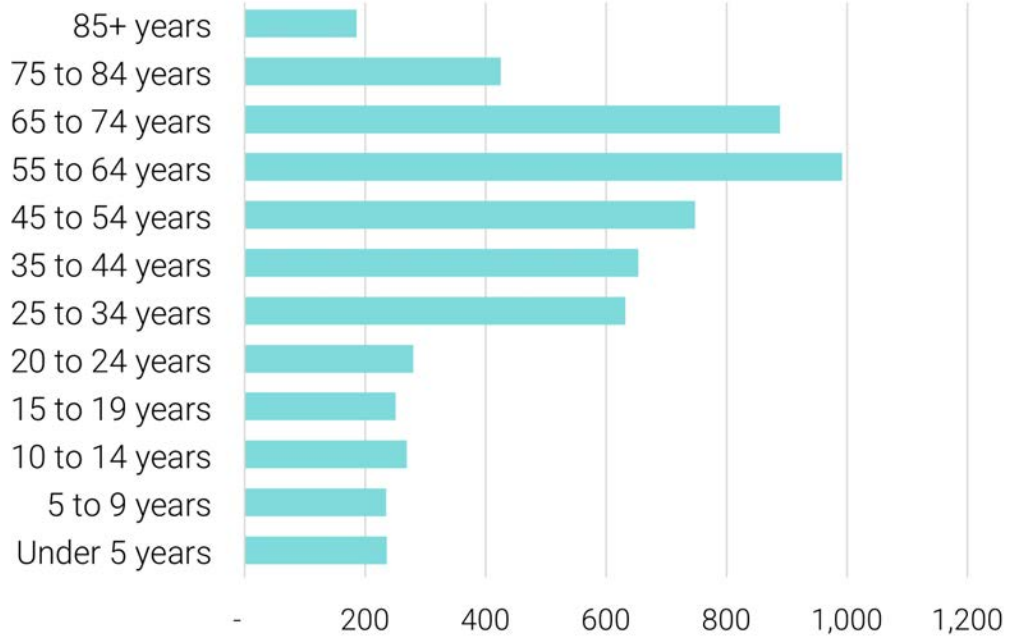
Commuting

Commuting in Beaufort is primarily via car, truck, or van, which accounts for 83% commuting residents. 4% of the population walks to work, and 5% take either a bicycle, taxi, motorcycle, or other form of transportation. The remaining 8% of the working population works from home and does not commute. For those who do commute, the mean travel time to work is 17.8 minutes.[6] There are 336 people who both live and work in the study area.

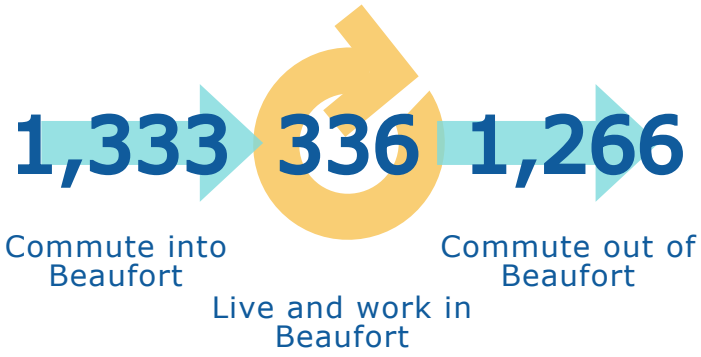
Economy

As of 2018, the Beaufort economy is mainly driven by hospitality-related services (arts, entertainment, recreation, accommodation and food services) (26.33%) and education and health services (18.32%). The hospitality sector grew 44% from its share of the workforce in 2010, indicating that more of Beaufort's economy is becoming tourism-focused.[6]

Age Cohorts[1]



The share of residents aged 65 and older has increased from **19.8%**[7] to **25%**[1] since the last CAMA plan



Housing

Residential units in Beaufort are predominantly detached single family homes. As of 2020, there are 3,831 total housing units of all types in the study area, with 2,672 of those located within municipal boundaries. Of those within the corporate limits 2137, or 74%, of those are primary residences, while the remaining 26% are secondary residences.

Employment by Industry (Residents of Beaufort)[6]	2010	2018
Retail Trade	11.12%	9.41%
Arts, entertainment and recreation, and accommodation and food services	16.85%	26.33%
Educational services, and health care and social assistance	11.12%	18.32%
Finance and insurance, and real estate and rental and leasing	4.41%	5.41%
Public administration	11.01%	8.21%
Construction	9.36%	7.91%
Professional, scientific, and management, and administrative and waste management services	9.69%	7.71%
Information	1.54%	0.4%
Manufacturing	12.22%	7.21%
Wholesale Trade	1.1%	0.6%
Other services, except public administration	7.82%	3.7%
Agriculture, forestry, fishing and hunting, and mining	3.74%	4.8%

Housing Units	2000[5]	2010[1]	2019[1]
Municipal Limits	1,946	2,364	2,672
ETJ	897	1,052	1,159
Total Municipal + ETJ	2,843	3,416	3,831

Defining Primary and Secondary Residences

How do we know who lives in Beaufort full-time? Using the US Census data definitions of occupied and vacant housing units, we can determine how many homes are primary residences and extrapolate secondary residences.

Occupied Housing Units are defined as those that are the "usual place of residence" for persons or a family.

Vacant Housing Units are defined as units where no one is living, or units owned by people whose "usual place of residence" is elsewhere. In popular tourist locations, "vacant" units are generally second homes or vacation rentals.

Income & Affordability

Beaufort's median household income (HHI) is significantly below those of North Carolina and Carteret County. The median income across all households of all types in Beaufort for 2019 is $40,926, which is up from the median HHI income of $37,075 in 2010[5] (*2010 median HHI has been adusted for inflation*).

The median HHI for family households in Beaufort is $54,757[1]. The North Carolina Justice Center states that $49,500 is the "livable income" for a family of four in Carteret County. According to the latest data, 19% of the municipal population lives below the poverty level.[1]

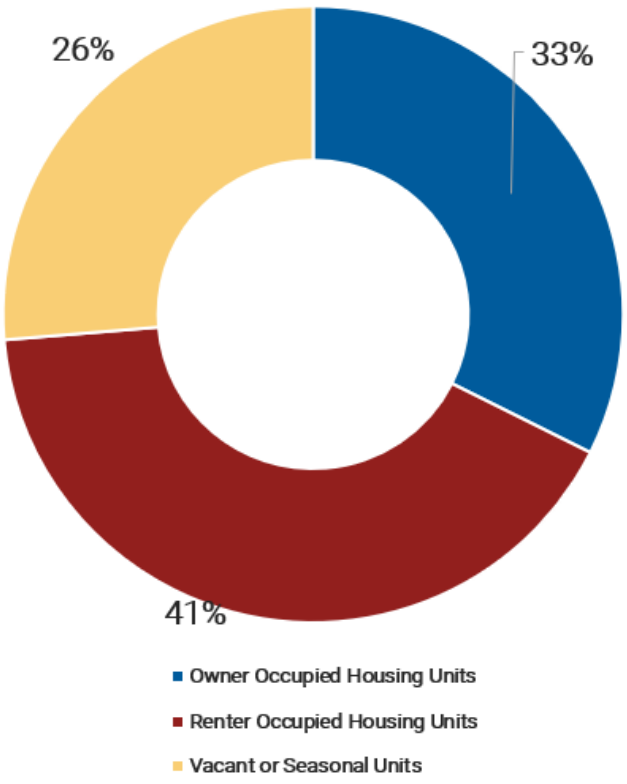
2018 Median Home Value[1]

$226,647 within Municipal Limits

$241,061 within Study Area

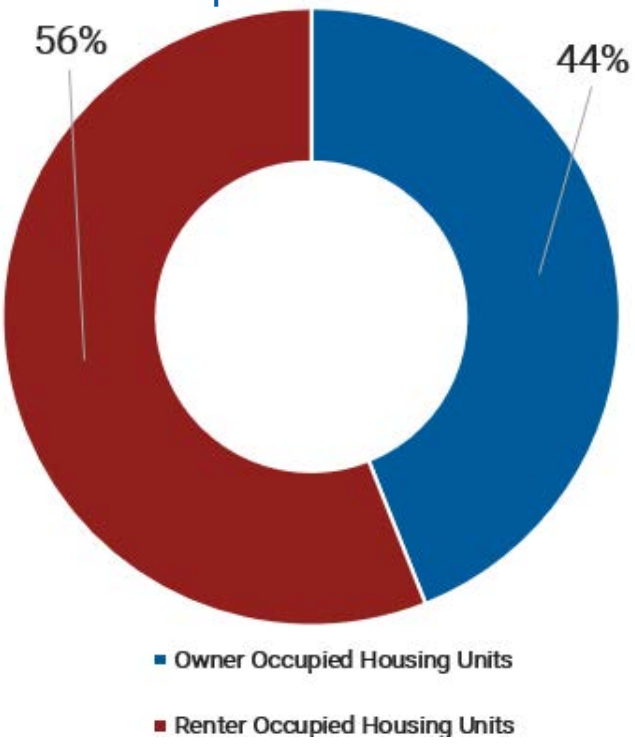
$180,600 North Carolina

Seasonal vs Primary Units[1]



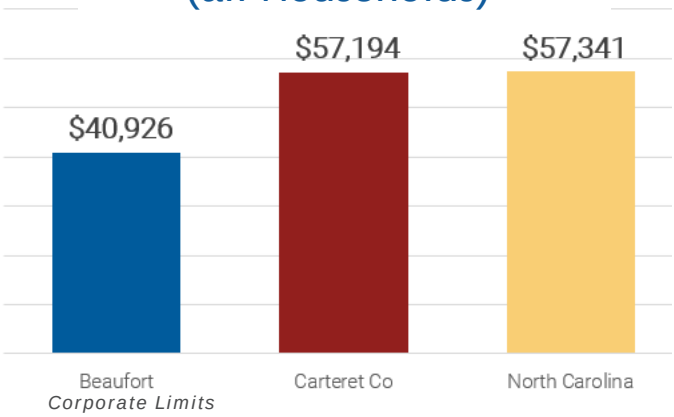
Data is for corporate limits only.

Permanent Occupied Housing Tenure, Corporate Limits[1]



Data is for corporate limits only.

Median Household Income (all Households)[1]



Beaufort has a lower median household income and higher median home value than the state average. High home values and relatively low household income indicate a degree of unaffordability in the town.

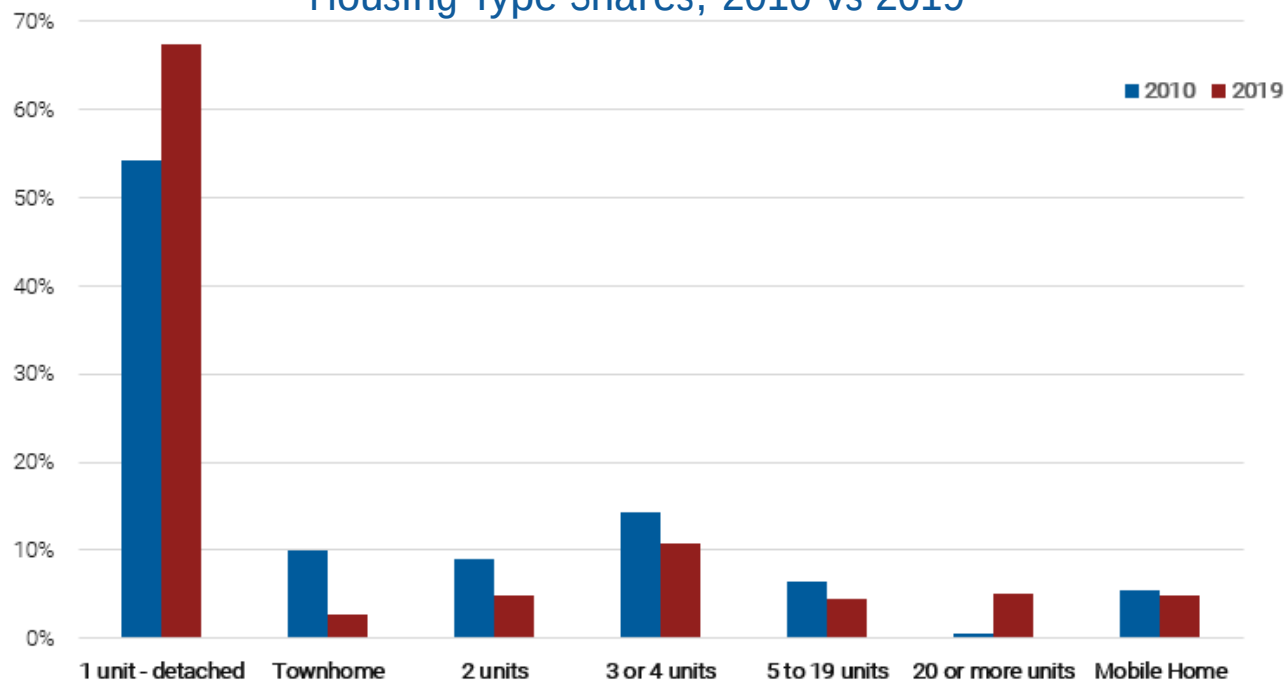
Data shows that the portion of Beaufort housing units used as seasonal homes or rentals is increasing. The table shows

Vacant homes in relation to total housing stock

The number of homes being used as vacation homes has **more than doubled** since 2010, with vacation homes representing 10% more of the overall housing supply. This means fewer homes are available for permanent residents, which can have an impact on affordability.

	2010[1]	2019[1]
Vacant	19%	27%
Vacant - for seasonal or occasional use	7%	17%

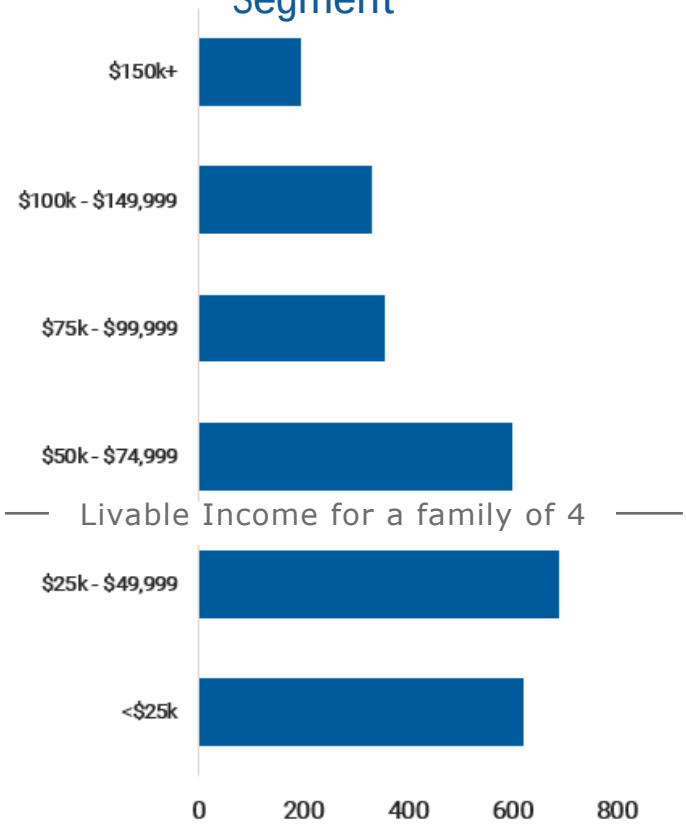
Housing Type Shares, 2010 vs 2019[1]



There has been a reduction in the share of multifamily units in Beaufort, indicating that new development is mostly single-family

Data is for corporate limits only.

Households by Income Segment[1]



Data for municipal boundaries. "Livable Income" as defined by North Carolina Justice Center.

the percentage of housing stock that is vacant, and the specific percentage of housing stock that is for recreational use. As more housing is used as secondary homes, it restricts the housing stock available for permanent residents, which can also exacerbate affordability issues.

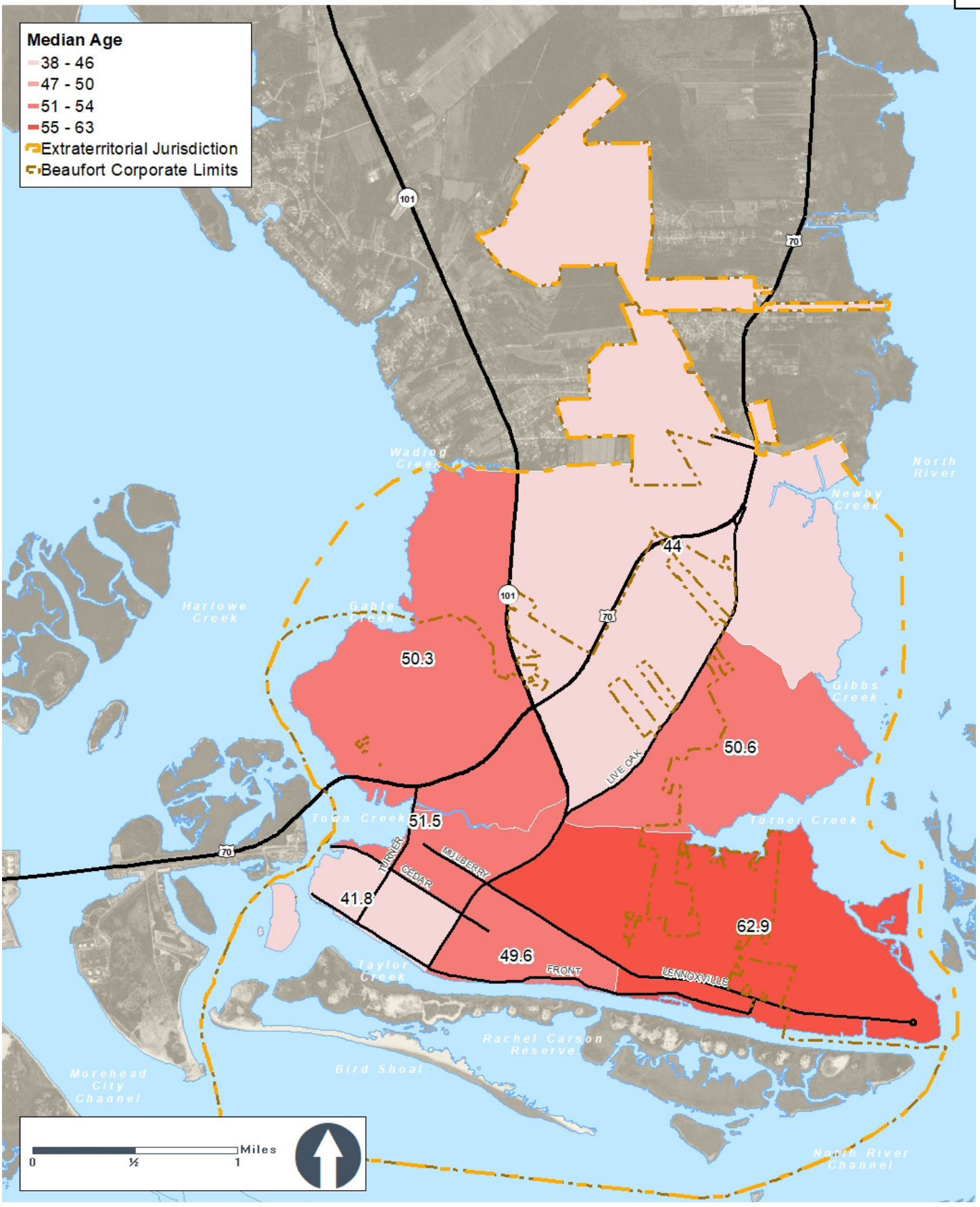
Socioeconomic Mapping

The geospatial distribution of demographic and socioeconomic data in Beaufort can provide valuable insight into historical context and current existing conditions. These maps show data collected from the 2019 American Community Survey 5-year estimates, mapped by Census Bock Groups or Tracts.

Sources:

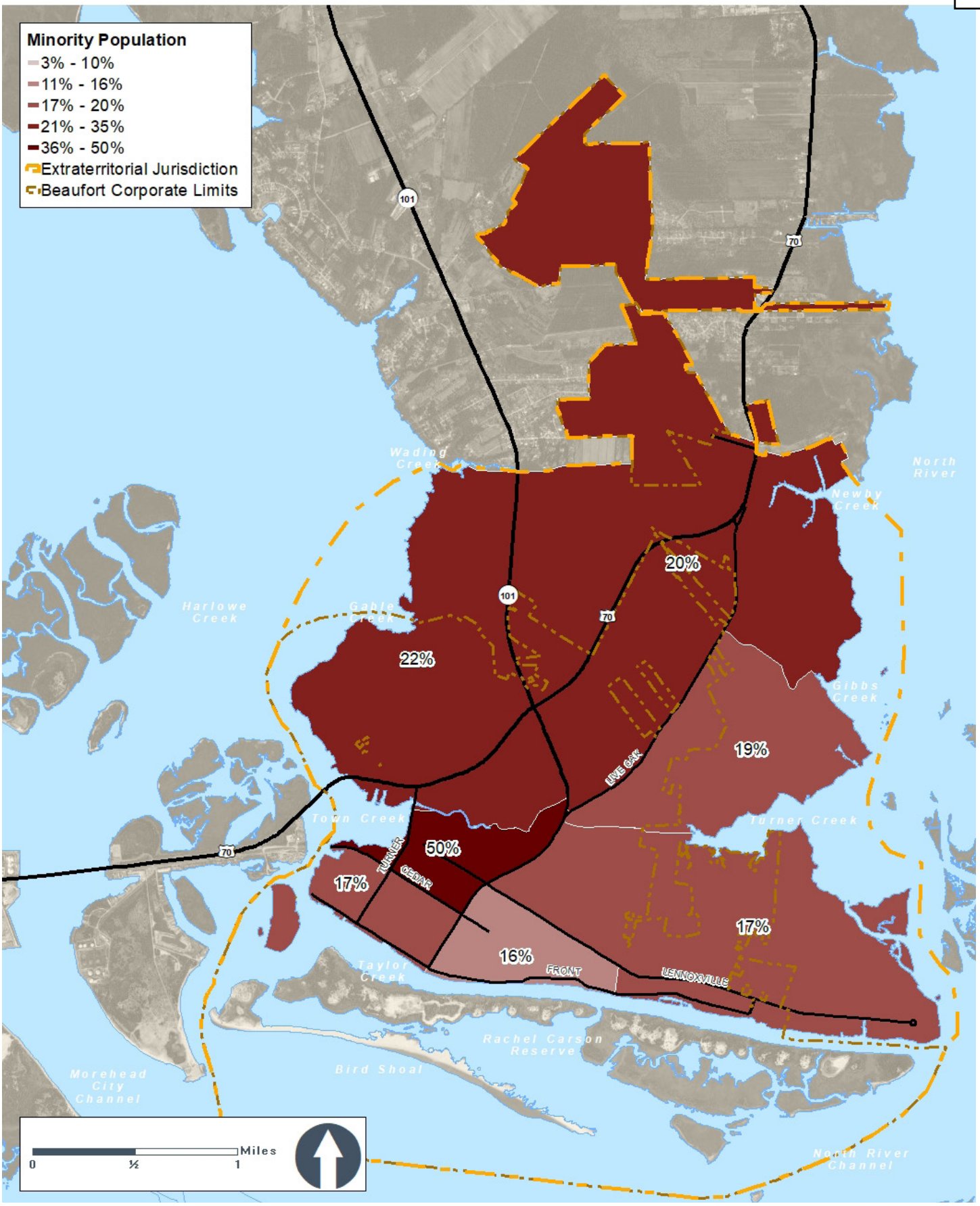
1. American Community Survey 5-year estimates (2019)
2. Town of Beaufort
3. NC State Demographer
4. Local Water Supply Plan 2019, NC DEQ DWR
5. Decennial Census (2000, 2010)
6. US Census OnTheMap
7. 2006 Beaufort CAMA Plan

Median Age



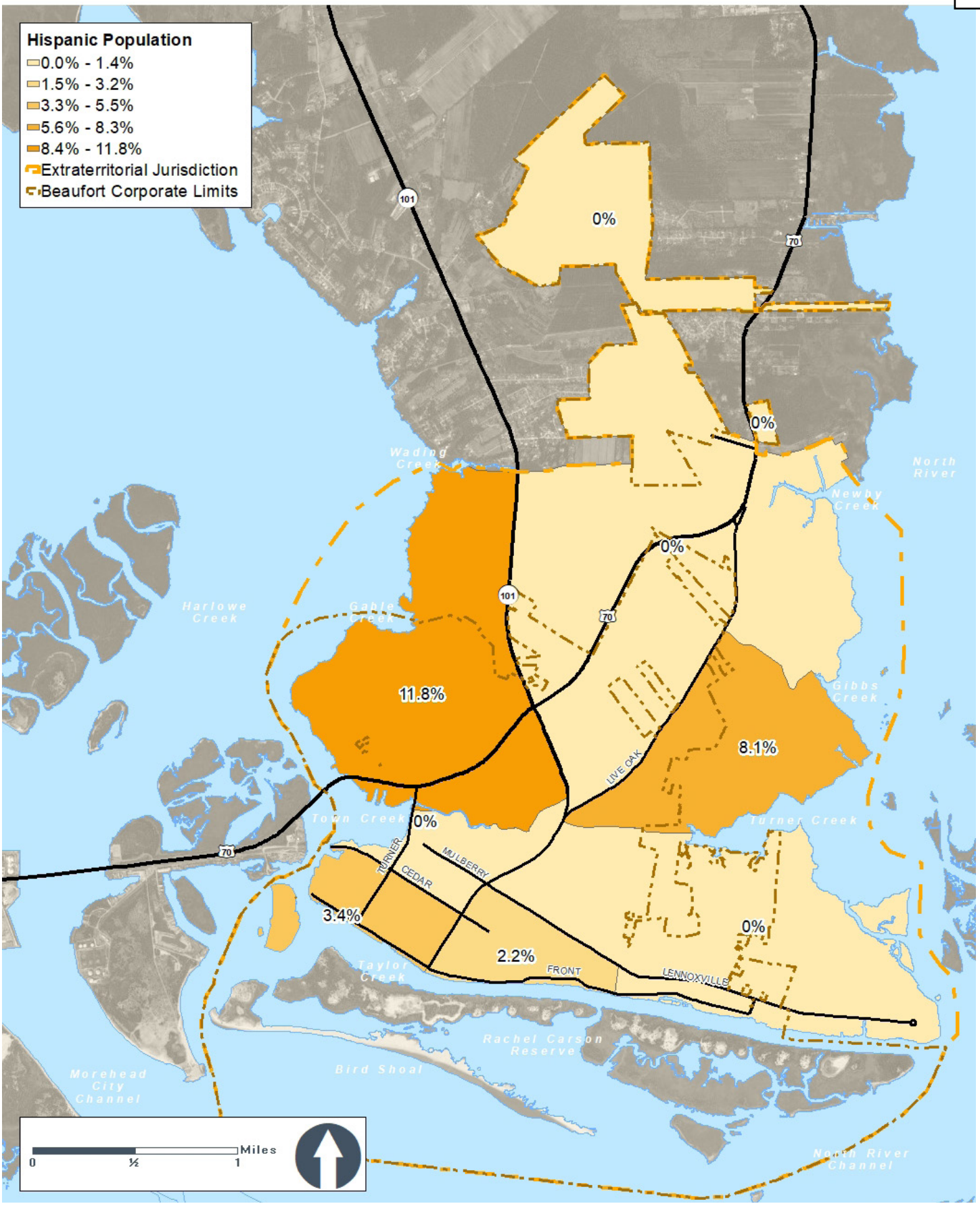
The median age for the study area is 50.3, with the block groups around Downtown and in the northern sections having slightly lower median ages. As mentioned earlier, the median age and share of residents over 65 years has increased since the previous CAMA Plan.

Minority Population



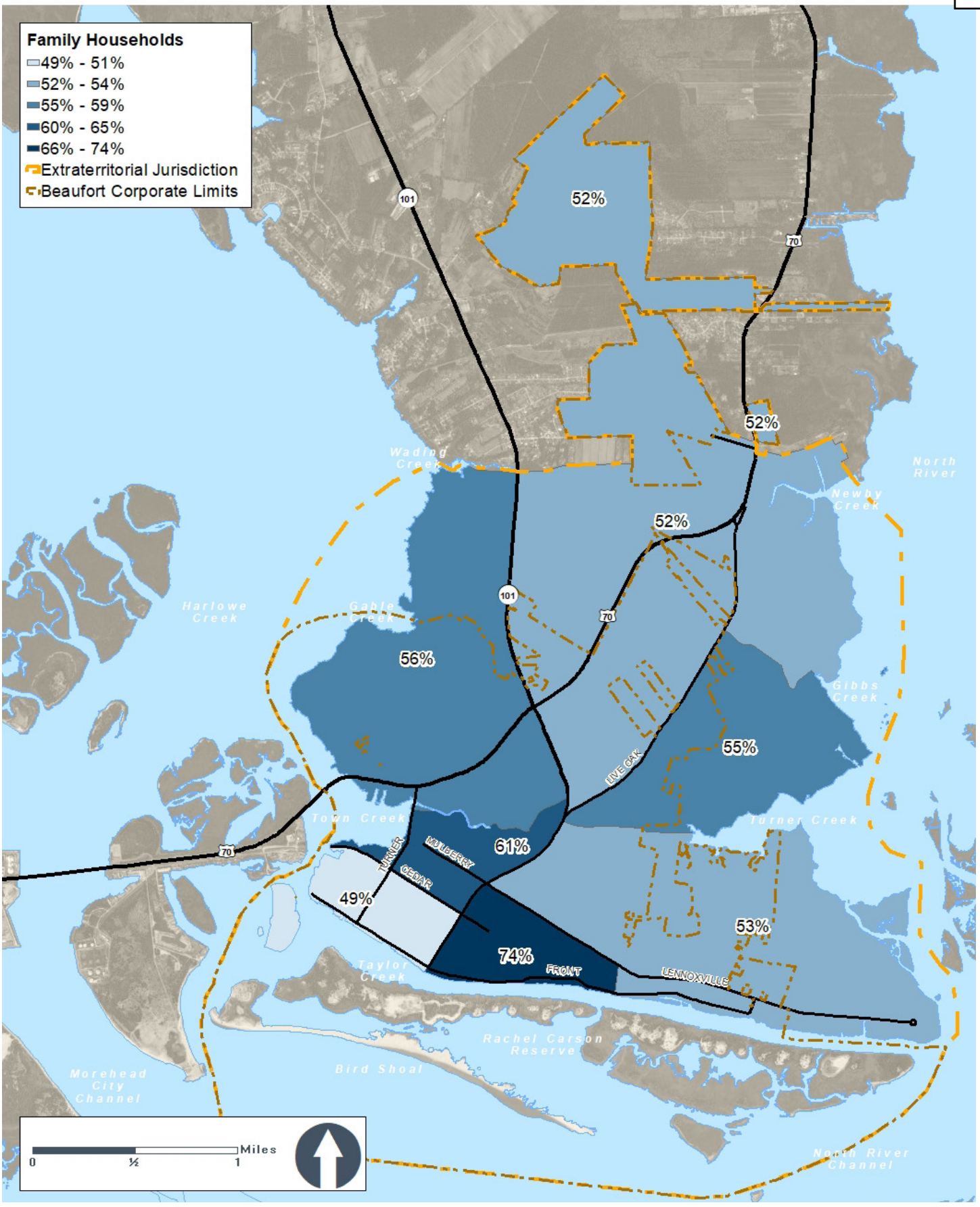
Beaufort's minority population, which represents 21% of residents within corporate limits, has its highest concentration in the Mulberry Street area.

Hispanic Population



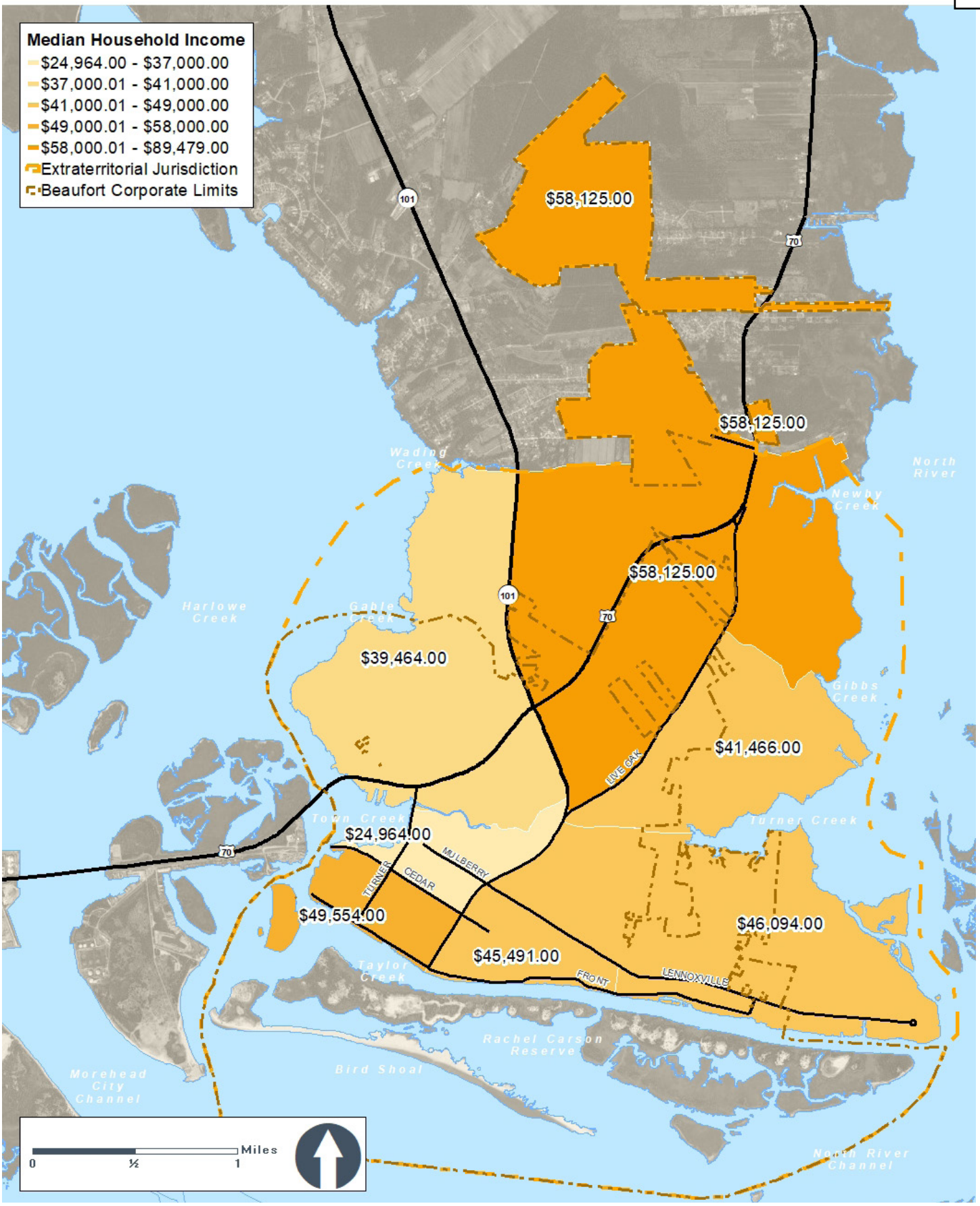
Beaufort's Hispanic population, is distributed varyingly throughout the study area.

Family Households



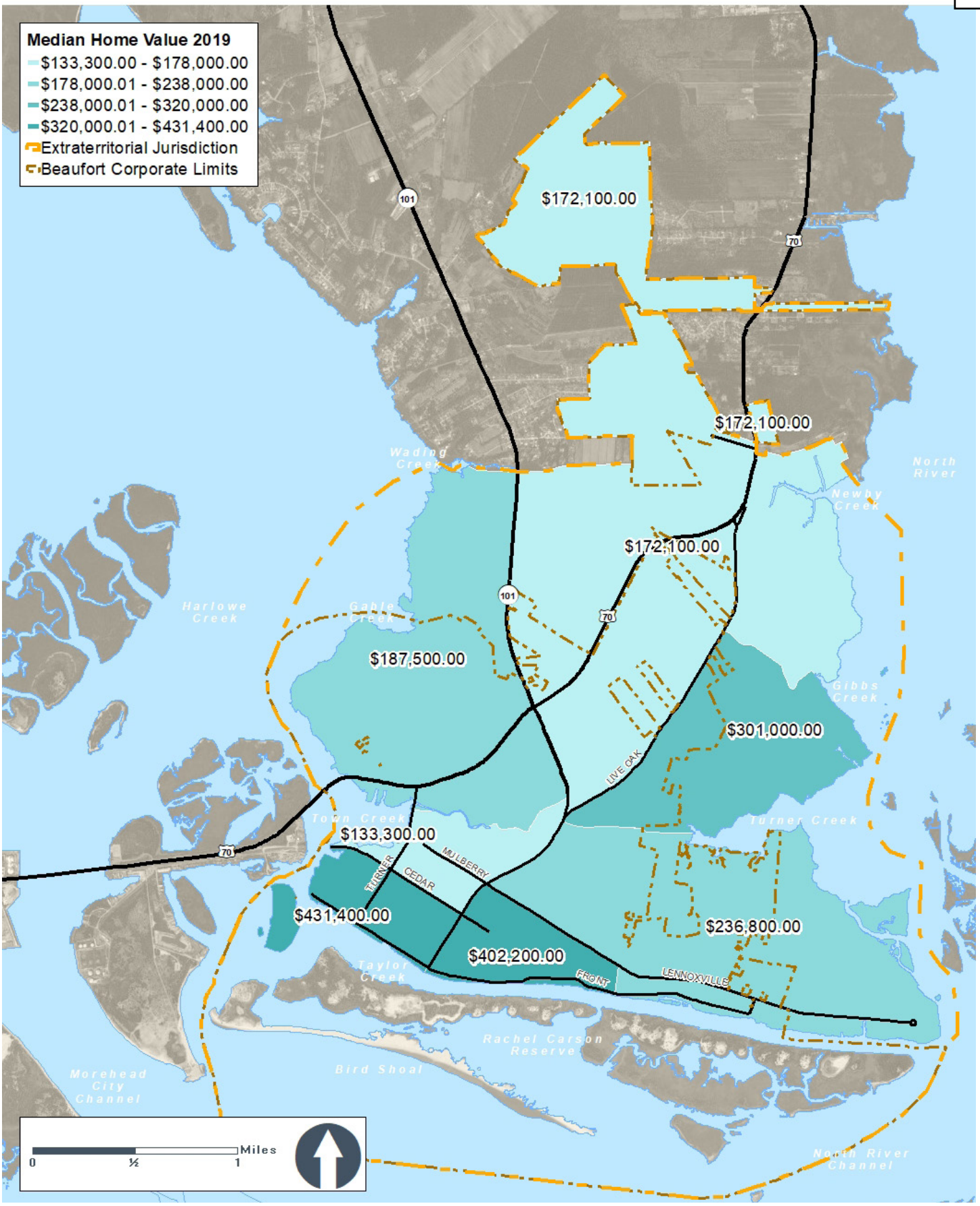
Family households, or those with two or more people related by marriage or blood, are dispersed throughout the study area, but are least common around Downtown.

Median Household Income



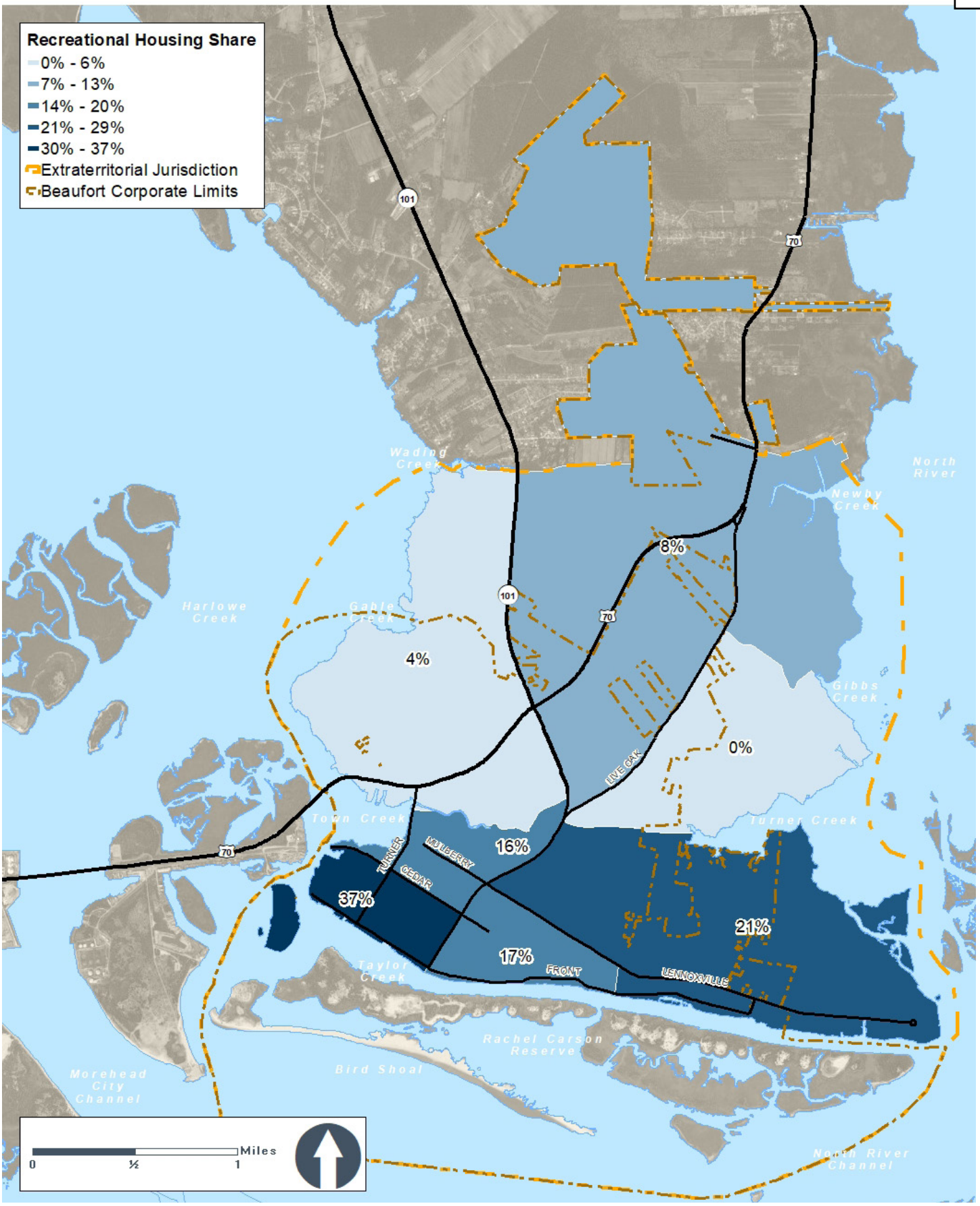
The median household income for Beaufort is about $40,000 per year. Most census block groups have medians that are higher than that, except for the area around Mulberry Street and its neighboring block group to the North.

Median Home Value



Home values are highest in Downtown and other areas close to Taylor Creek. Overall, median home values varies widely by Census Bock Group in Beaufort.

Recreational Housing Share



Recreational housing (housing used for vacationing or not as primary residence) is most common in Downtown and other areas that are accessible to Taylor Creek and Downtown

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PARKING

3

Existing Plans

Existing Plan Assessments

No planning effort can be conducted in a vacuum. Great accomplishments are made by standing on the foundations of previous efforts. The following plans are integral to the Town and were considered during this plan development process.

Town of Beaufort Core (CAMA) Land Use Plan, 2006

Adopted in 2006, this plan served as both an avenue of compliance with CAMA regulations and a comprehensive plan. The document identified goals and objectives to guide land development in a coastal context. Since then, the Town has undertaken different initiatives to reach those goals. Some efforts are still underway. Beaufort's efforts are listed by categories of implementation actions in the following table. The table also tracks the fiscal year (FY) in which the Town engaged in activity.

TOWN OF BEAUFORT
NORTH CAROLINA

CORE LAND USE PLAN

Adopted by the Beaufort Town Board: December 11, 2006

Certified by the Coastal Resources Commission:

5.4.1. Public Water Access Implementation Actions	
FY 05	Beaufort will undertake improvements to water accesses and recreational facilities. • Gordon Street water access, which includes additional storage for kayaks and canoes, as well as improvements to the public dock • Grayden Paul Water Access – has a new dock as well as a new floating dock for transient boaters • The Boardwalk has had renovations made in the replacement of new decking. • Plans underway for future Cedar Street Park, which will include a public water access component • Topsail Park – has had its floating gangway cleaned and repaired and is in the process of the addition of new landscaping in the near future • Harborside Park – Is a partnership project between the NC Maritime Museum and the Town to provide additional water access by way of an overlook on Front Street adjacent to the Watercraft Center. It is anticipated that this project will begin and end in 2017.
Ongoing	Review, through the subdivision plat and site plan review and approval process, proposed waterfront land development projects to ensure consistency with the Town's public access goals and policies. • The Planning and Inspections Department reviews all development permits to include building permits to ensure that they meet compliance with the Towns public water access goals and policies on a daily, weekly basis.
5.4.2. Land Use Compatibility Implementation Actions	
FY 05	Zoning ordinance amendments regarding residential boat docks and piers and commercial marinas. • In 2013, the Land Development Ordinance was adopted, which made commercial marinas a Special Use and required additional information and impact criteria from an applicant in order to be approved. Residential boat docks also have very strict criteria in the R-8 and other residential districts and are limited in the number permitted.
FY 06	Comprehensive Zoning Ordinance update • In 2013, the Town adopted a new Land Development Ordinance to replace the last Zoning Ordinance from 1998.

FY 07	Review, and revise as determined appropriate, the County land use and development regulations to include development principles and techniques that promote land use compatibility as open space subdivision design, clustering, innovative stormwater management design, etc. • The Town participated in the development of the Pamlico Sound Regional Hazard Mitigation Plan which addresses most of these items and meets in a Planners forum regularly to discuss CRS and FEMA related issues and strategies for mitigation.
Ongoing	Review the zoning ordinance, subdivision regulations, and other Town land use and development regulations to ensure that residential densities and building intensities are consistent with the Town's land suitability goals and policies. Prepare revisions and updates as determined appropriate. Coordinate the review with the Carteret County Health Department. • Even though the Land Development Ordinance was adopted in 2013, amendments have already been made to keep up with changes in the State Statues as well as other revisions needed for clarification or stricter standards.
5.4.3. Infrastructure Carrying Capacity Implementation Actions	
FY 06	Completion of a comprehensive water system improvements plan. • The Public Utilities Department hired Rivers & Associates Engineers to develop this Plan in 2009, with revisions in 2010 and 2011.
FY 06	Annexation boundary agreement with Town of Morehead City • Attempted in 2009/2010
FY 09	Completion of sewer system improvements • The wastewater treatment system was completed in 2009-2010 and is fully operational. • In 2020, the Town submitted an application to the USDA for funding to address water and sewer infrastructure needs.
FY 10	Completion of water system improvements • In 2011, several new water wells were completed, which should provide enough water for the next 15 years. The Town is currently looking into a new treatment facility.
Ongoing	Utilize the Land Use Plan, zoning ordinance, subdivision ordinance, and utilities extension policies to guide public infrastructure and services to areas where growth and development are desired. • This is an ongoing process through the Capital Improvements Plan as well as large development proposals
5.4.4. Natural Hazard Areas Implementation Actions	
Ongoing	The Town will review its zoning ordinance, subdivision ordinance, and flood damage prevention ordinance to determine if more specific locational and density regulations regarding development or redevelopment activities within identified flood hazard areas and storm surge areas are warranted. Issues to be addressed include restrictions on land uses that utilize or store hazardous materials on-site, establishment of riparian buffers, increasing the minimum freeboard height above base flood elevation, etc. • The Town updated the Flood Damage Prevention Ordinance in 2015, which included the addition of a one-foot freeboard requirement
Ongoing	The Town will avoid zoning areas susceptible to storm surge for high density residential or intensive nonresidential use. • The Town discourages development in areas of potential storm surge through its zoning regulations
Ongoing	Based upon the availability of federal and state grant funds, land acquisition programs will be utilized in the most hazardous areas to minimize future damage and loss of life • N/A

Ongoing	If any portion of the Town's public infrastructure is significantly damaged by a major storm, consideration will be given to the feasibility of relocating or modifying the affected facilities to prevent the reoccurrence of storm damage • The majority of the Town's critical facilities are located in non-special flood hazard areas. In the future, consideration will be given to other infrastructure/facilities to limit damage due to storm surge
Ongoing	Coordinate the review and approval of development plans for major subdivisions, multifamily developments, and large public and institutional uses located within identified natural hazard areas with the County Emergency Management Agency. Continue the active enforcement of the State Building Code provisions regarding wind- resistance requirements and participation in the National Flood Insurance Program. • The Town is an active participant in the National Flood Insurance Program and Community Rating System • The Town follows and enforces the State Building Code; in 2019, the Town received a Building Codes Effectiveness Grading Schedule score of 3/3 for residential and commercial building codes respectively
5.4.5. Water Quality Implementation Actions	
FY 06	The Town will investigate the feasibility of developing and implementing a stormwater management plan. • The Town hired the Wooten Company to develop a stormwater plan for the Town. In 2009, the Town received Phase I of the plan and used it to guide repair and mitigation of stormwater utilities • The Town enacted a stormwater committee comprised of residents of the community and professionals to provide improvement recommendations to the Town • The Town finalized a Stormwater Capital Improvements Plan in 2019 which includes an implementation schedule and rough cost estimates associated therein
FY 06	The Town will prepare and implement a wellhead protection program. • The Town has a wellhead protection program The Town adopted a stormwater ordinance in 2008 • The Town created the RS-5 zoning district in 2010, which restricts impervious surface coverage to a maximum of 50%
FY 07	The Town will review its zoning ordinance and subdivision regulations to determine if revisions are needed to include additional measures, such as riparian buffers and impervious surface limitations, to control stormwater discharges. A stormwater management ordinance will be developed. • The Town continues to work on infrastructure improvements which are identified in the Capital Improvements Plan
FY 08	Beaufort will make significant advances in the rehabilitation of its sewer infrastructure to reduce infiltration, thus preventing overflows and reducing the amount of discharge released into Taylor's Creek. • The Town continues to require adequate stormwater drainage systems for new developments • The Town regularly works with state agencies to ensure compliance with state requirements • The Town has two full-time engineers on staff who are responsible for the review of proposed development stormwater systems

Ongoing	The Town will continue to require, through its subdivision regulations and technical specifications manual, adequate stormwater drainage systems for new developments. The Town will continue to promote the use of best management practices to minimize the degradation of water quality resulting from stormwater runoff. The Town will continue to coordinate the approval of land development projects with the applicable State agencies. • The Town continues to require adequate stormwater drainage systems for new developments • The Town regularly works with state agencies to ensure compliance with state requirements • The Town has two full-time engineers on staff who are responsible for the review of proposed development stormwater systems
5.4.6. Areas of Environmental Concern Implementation Actions	
FY 06	The Town will review its zoning ordinance to determine if revisions are needed to include additional protective measures for AECs • The Town continues to review its ordinance to ensure that environmentally sensitive areas are protected through good land use planning and development practices • The Town, in partnership with the Eastern Carolina Council of Governments and NC Coastal Federation, created a Watershed Restoration Plan in 2017
5.4.7. Areas of Local Concern Implementation Actions	
FY 05	The Town will employ a Town Planner to coordinate land development and growth management plans and to oversee the administration of land use regulations. • A full-time planner position was created in 2008 • A second planner position was created in 2016
FY 08	The Town will prepare a comprehensive community services/facilities plan. This plan will identify major municipal services and facilities needs and deficiencies, prioritize those needs, and prepare cost estimates and a budgeting plan for the recommended improvements. • The Town developed a Capital Improvements Plan in 2011 which is discussed and updated annually

<Plan assessments continue on next page>

Small Area Plan & Bicycle and Pedestrian Plan, 2018

Downtown Beaufort, particularly along the waterfront, is heavily trafficked by pedestrians and bicyclists. The rest of Beaufort, however, is not as bicycle and pedestrian friendly. Sidewalks are limited, streets are narrow, and crosswalks are not prevalent. All of this combined results in potentially hazardous conditions for alternative modes of transportation.

The Town realized that completion of the Gallant's Channel Bridge project and new US-70 bypass would significantly impact the traffic patterns in and around Beaufort. Given the magnitude and timeline associated with the project, the Town identified an opportunity to reexamine the future of Beaufort. This paired with a desire to create a more multi-modal friendly community began the Town's Small Area Plan and Comprehensive Bicycle and Pedestrian Plan initiative.

Initially, the scope of the Small Area Plan was comparable to a corridor study, focusing on the two main entry corridors for the Town. Over time, however, it developed into a more comprehensive plan. The Small Area Plan focuses on a study area of approximately one square mile, most heavily impacted by the pending traffic changes. The study includes design elements, land use recommendations and much more.

The Comprehensive Bicycle and Pedestrian Plan identifies areas for improvement for walkers and cyclists, ultimately promoting safety and connectivity throughout town. Contrary to the Small Area Plan, the Bicycle and Pedestrian plan study area encompassed the entire corporate limits.

The Town determined it would be more practical to utilize the same firm to develop the plans. As such, the Town retained Stantec, a consulting firm comprised of urban designers, planners, engineers, landscape architects and much more for the plan development. The finished documents include recommended projects, implementation schedules, funding sources, and anticipated costs associated therein.

Small Area Plan, 2018

This project encompassed a comprehensive multimodal Complete Streets strategy (accommodating vehicles, pedestrians, cyclists, and transit users), a preliminary Market Analysis, two Catalyst Site Investigations, detailed concept street designs, and a phased improvement program.

The Small Area Plan promotes smart growth through a mix of land uses, compact building design, sense of place, and preservation of natural beauty and critical environmental areas.

The Key Goals identified in the plan:

1. **Corridor Transformation** – Cedar Street and Live Oak Street should become vibrant multi-modal corridors with an emphasis on pedestrian safety
2. **Navigate the Changes** – With significant changes to the entrances and exits into the Town, it is vital that local wayfinding signage help navigate the new patterns.
3. **Protect Neighborhood Streets** – The overall shift in the traffic pattern because of the new US-70

Proposed Streetscape Improvements (Source: Small Area Plan, Stantec)

bypass must not negatively impact neighborhood streets.

4. **Strive for Diversity & Authenticity** – Authentic neighborhood fabric should be preserved and built upon if possible; the range of housing choices must be expanded to allow people of all incomes and ages to live together as one community
5. **Maintain the "Beaufortness"** – Beaufort has a unique history and nature that should be incorporated into all physical improvements

The study area for the Beaufort SAP serves many functions to many travelers. Whether by foot, bike, car or truck, this study area transitions through a diverse built environment. The core study area bounded by Ann Street, Moore Street, Live Oak Street, and Mulberry Street is represented by a mix of predominantly single family with pockets of commercial (primarily along Cedar and Live Oak) and institutional uses.

The Plan includes concept designs for Cedar Street and Live Oak Street, along with intersection improvements throughout the study area.

The concept designs for Cedar Street include the following recommendations:

» Replace and maintain damaged curb & gutter and drainage inlets where appropriate
» Add bulb-outs and plantable median islands at several locations along this segment of the corridor to improve aesthetics and slow down vehicles (traffic calming)
» Add canopy street trees, ADA compliant ramps, and on-street parking
» The concept designs for Live Oak Street include the following recommendations:
» Replace and maintain damaged curb & gutter and drainage inlets where appropriate
» Add canopy street trees and ADA compliant ramps

Bicycle & Pedestrian Plan, 2018

Guiding Principles

1. Pedestrian and Bicyclist Considerations Come First
2. Stormwater and Maintenance are Important Here
3. Safety is a Priority for Everyone
4. Quality Design is as Important as Quantity
5. Connectivity Supports a Lot of Other Objectives

Projects recommended in this plan include sidewalk facilities, crossing improvements, signage and pavement marking needs and bicycle facilities. Attention to traffic volumes, safety concerns, connectivity, community needs and overall improvement needs were considered when making recommendations for the Town. Typical facility recommendations include 6' sidewalks, 12' travel lanes, high-visibility crossings near schools and high pedestrian activity areas, pedestrian signals, sharrow markings, bike boulevards and bicycle lanes. In general, the projects have common design features.

The plan includes a detailed investigation into five (5) areas in Beaufort that were

identified as having a high presence of pedestrians, cyclists and need to calm traffic. Photographic renderings were completed of each area to depict potential enhancement solutions identified in the Plan. Recommendations including sidewalks, crossings, signals, and small width medians were recommended in many of the areas to increase pedestrian safety as well as dedicated cycling lanes for safe bike travels.

» **Lennoxville Road:** Lennoxville Road is currently a popular corridor for cycling. It provides a connection from the east side of Town to the popular water front area. A twelve-foot multi-use trail is proposed along Lennoxville Road from Carteret Avenue to Front Street.

» **Queen Street & Ann Street:** Queen St is a one-way collector street traveling from Front St to Mulberry St. Land use is primarily residential with on street parking and sidewalk for most of the corridor. Data shows a report of a bicycle accident at this location. Citizens also reported this intersection as a difficult area to cross. The proposed recommendations for this area include increasing the curb radii and adding extra pavement to prevent on street parking in and near the crosswalk and intersection.

» **Carraway Drive & NC-101:** This intersection serves as the gateway entrance to the Beaufort Elementary

Priority Scores for proposed improvements (Source: Bicycle & Pedestrian Plan, Stantec)

School where significant foot traffic as well as vehicular traffic occurs on a daily basis when school is in session. Compounding this issue is a large residential development planned for the area surrounded by Professional Park Drive. It is expected that this development will use Carraway Drive to access NC 101. With this in mind, it is recommended that this intersection be improved to include a new signal, high visibility crosswalks with a pedestrian refuge (NC 101), and pedestrian countdowns. Sidewalks are proposed on the southside approach of NC 101 as well as a new 10' meandering multi-use path along Carraway Drive to the existing sidewalks at the school entrance. Utility impact could pose development constraints and increase the final cost of the project.

» **Cedar Street:** The Cedar Street corridor (Live Oak St to Moore St) will likely be the most-impacted place in Beaufort from the opening of the new high-rise bridge over Gallants Channel and bypass of US 70. Formerly crowded with traffic moving through at high speeds, the road has served as a barrier to pedestrian travel and access to the waterfront areas. With re-envisioned intersections and the conversion of five lanes to three with on-street parking to support business redevelopment, a new perception of Cedar Street, one more in line with the quieter streets to the north and south, is coming.

» **Live Oak Street:** New housing developments on the north end of town bring more opportunities with them and their residents, but connecting them together is Live Oak Street. Long a car-centric connection between two very different feeling places, the roadway cross section proposed for the future will take advantage of reduced through traffic and help promote quality redevelopment, carefully transitioning a "stroad" (the worst parts of a street and a road) into a true multimodal corridor that announces the importance of place, regardless of the direction of travel.

In addition to specific project and facility recommendations, the Plan also encourages the creation and adoption of a Complete Streets Policy and encourages the development of bicycle/pedestrian programs. The Plan also identifies numerous potential bike/ped projects intersection improvement projects with priority rankings and project scores.

The following are examples of completed projects identified in the plan that have since been implemented or are currently underway:

» Randolph Johnson pedestrian park access; raised crosswalk on Carteret Avenue

» Tiller School Pedestrian Crossing

» Town wide sidewalks (as funding is available)

» Pedestrian crossing at Live Oak Street and Campen Road (NCDOT committed project; TIP ID W-5802A)

Statewide Transportation Improvement Program 2020-2029

The North Carolina Department of Transportation Statewide Transportation Improvement Program (STIP) identifies

transportation projects that will receive funding between 2020 and 2029. Projects are selected and prioritized through the Strategic Prioritization Office of Transportation (SPOT) process. Federal law requires the STIP to be updated at least every four years. NCDOT, however, updates it every 2 years.

The following projects were programmed in the STIP 2020-2029:

- U-6058 – One Lane Roundabout at the intersection of Live Oak Street/ NC-101
- R-5945* – Live Oak Street Access Management from NC-101 to Olga Road
- R-5946 – Upgrade Intersection at Live Oak Street/ Lennoxville Road/ Mulberry Street
- R-5962* – Roundabout at the intersection of Cedar Street and Live Oak Street

The asterisk (*) denotes project programmed in developmental program portion of the STIP and subject to reprioritization in the 2023-2032 STIP.

Beaufort Entry Master Plan (2012)

Beaufort wanted to be prepared for the future changes that the new alignment of US Highway 70 would bring. This Entry Master Plan was developed to guide the creation of the new gateways and corridors that Highway 70 will create. The purpose of the Beaufort Entry Master Plan is to provide recommendations for the following components throughout town:

- Beautification
- Gateways
- Wayfinding projects

This plan is credited with the aesthetic design of the new Turner Street Bridge which was constructed as a part of the Gallants Channel Bridge and new US-70 project. The following are examples of projects identified in the plan that have since been implemented or are currently underway:

- Turner Street Bridge – the original

Concept Plan (Source: Beaufort Entry Master Plan)

proposed NCDOT bridge design was modified to better reflect the character and history of Beaufort

» Future roundabout at Live Oak Street and NC-101

Carteret County Comprehensive Transportation Plan (2014)

In February of 2010, the Transportation Planning Branch of the North Carolina Department of Transportation (NCDOT) and Carteret County initiated a study to cooperatively develop the Carteret County Comprehensive Transportation Plan (CTP), which includes the following municipalities: Atlantic Beach, Beaufort, Bogue, Cape Carteret, Cedar Point, Emerald Isle, Indian Beach, Morehead City, Newport, Pine Knoll Shores, and Peletier.

This is a long-range multi-modal transportation plan that covers transportation needs through the year 2040. Modes of transportation evaluated as part of this plan include: highway, public transportation and rail, bicycle, and pedestrian. The county CTP Encourages the use of alternative forms of transportation and emphasizes building a more sustainable community centered around alternative modes of transportation. The plan further recommends increasing connectivity between neighborhoods, streets, and transit systems and highlights the need to improve safety for pedestrians, cyclists, and motorists. Arguably the project most impactful to Beaufort included in the CTP are the Gallants Channel Bridge and US-70 bypass which have since been completed.

The following are examples of completed projects identified in the plan that have since been implemented:

» Turner Street Bridge

» Gallants Channel Bridge

» New US-70 Bypass

In addition to the projects listed above, the Town has two additional committed projects through the NC Department of Transportation identified in the 2020-2029 Statewide Transportation Improvement Program (STIP):

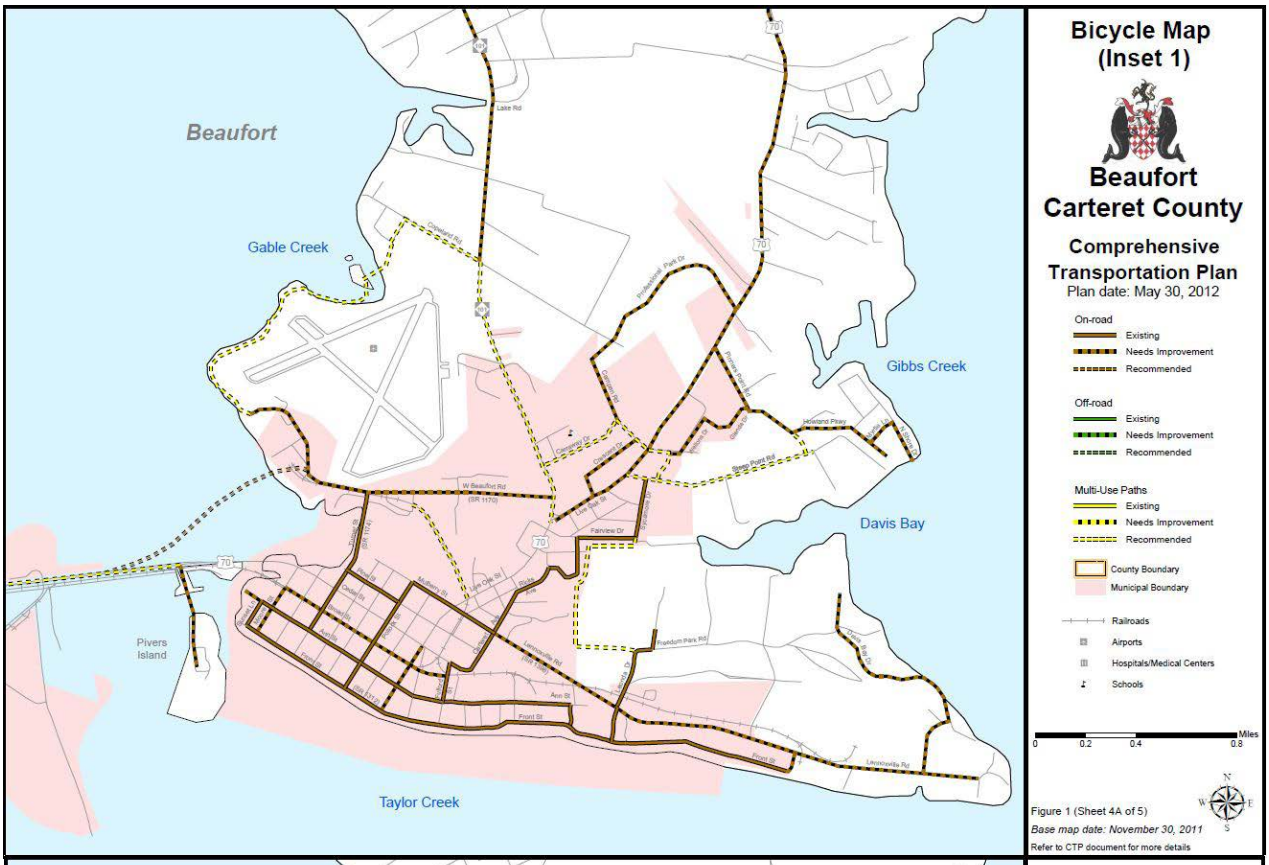
» Live Oak Street & Lennoxville Road – Upgrade intersection (TIP ID R-5946)

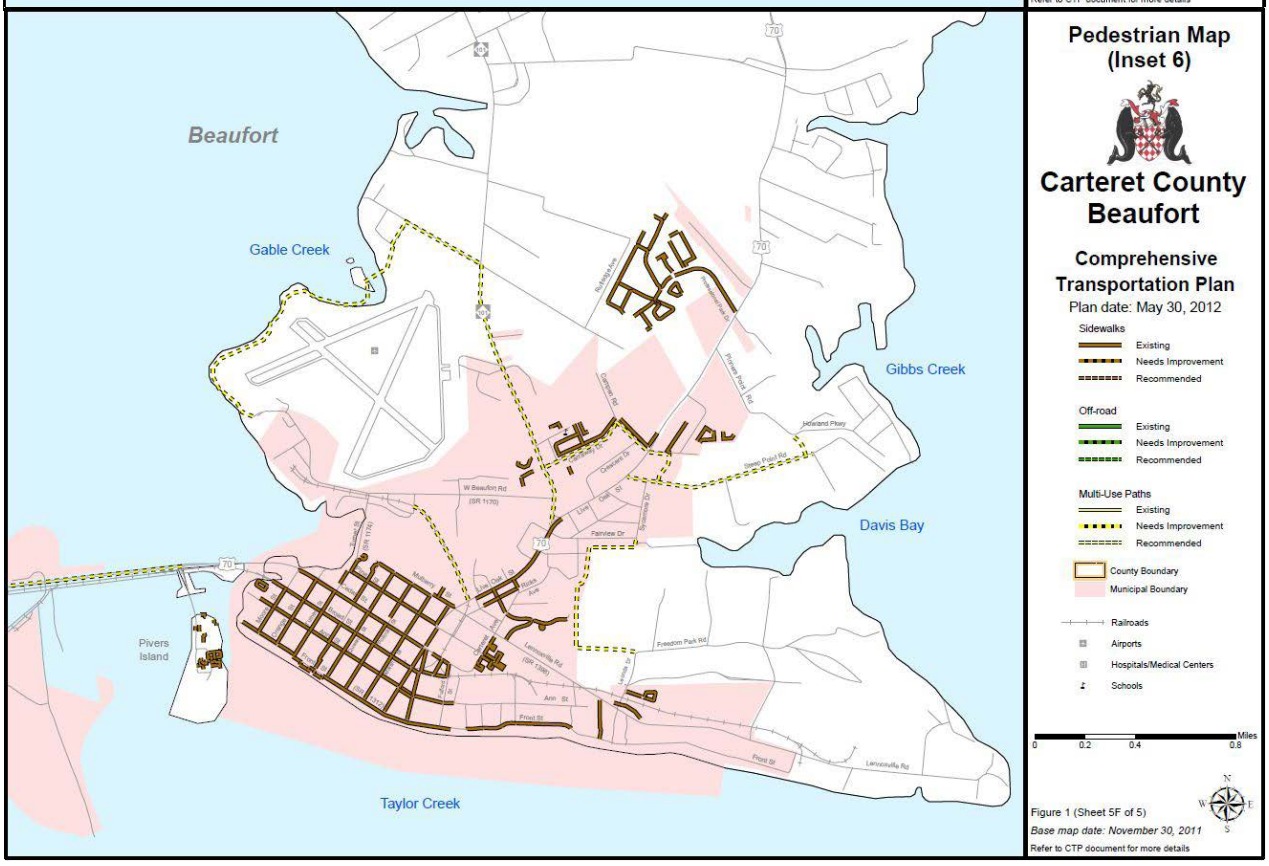
» Live Oak Street & NC-101 – Install one-lane roundabout (TIP ID U-6058)

Pamlico Sound Regional Hazard Mitigation Plan (2020)

The Pamlico Sound Regional Hazard Mitigation Plan establishes the vision and guiding principles for reducing natural hazard risk and proposes specific mitigation actions to eliminate or reduce identified vulnerabilities. A hazard

Plan cover





Transportation maps (Source: Carteret County Comprehensive Transportation Plan)

mitigation plan ensures that all possible activities are reviewed and implemented so that the problem is addressed by the most appropriate and efficient solutions. It can also coordinate activities with each other and with other goals and activities, preventing conflicts and reducing the costs of implementing each individual activity. This plan provides a framework for all interested parties to work together toward mitigation.

This plan was developed in a joint and cooperative manner by members of a Hazard Mitigation Planning Committee (HMPC) which included representatives of County, Town, and Town departments, federal and state agencies, citizens, and other stakeholders. This plan ensures all jurisdictions in the Pamlico Sound Region remain eligible for federal disaster assistance.

The Plan includes 24 "action items" for the Town to implement, continue, or improve upon. The following focus areas define the various aspects of mitigation and provide guidance toward the development of a truly comprehensive solution to mitigation planning.

- **Prevention Mechanisms** include regulatory methods such as planning and zoning, building regulations, open space planning, land development regulations, and stormwater management.
- **Natural Resource Protection** can soften hazard impacts through mechanisms such as erosion and sediment control or wetlands protection.
- **Emergency Services** measures include warning, response capabilities, Town critical infrastructures protection, and health and safety maintenance.
- **Structural Mitigation** controls natural hazards through projects such as reservoirs, levees, diversions, channel modifications and storm sewers.
- **Public Education** includes providing hazard maps and information, outreach programs, real estate disclosure, technical assistance and education.
- Craven County will take the lead in undertaking all strategies outlined within this plan relation to the region overall, with support and assistance from Beaufort, Carteret, Hyde, and Pamlico counties, as well as participating jurisdictions.

The Town conducts annual reviews of the action items and implementation status. Since the 2006 Core Land Use Plan adoption, the Town has improved its Community Rating System (CRS) rating to a Class 7, which provides a discount in flood insurance premiums to residents. The Town continues to explore grant opportunities to improve resiliency following disasters. Of note, one of the mitigation action items identified in the Plan includes integration of new greenway and public park improvements into comprehensive planning and capital improvements to include coordination with the CAMA Land Use Plan. At the time of writing the Town was also engaged in a coastal hazards resiliency planning effort through the state, called the Resiliency Coastal Communities Program.

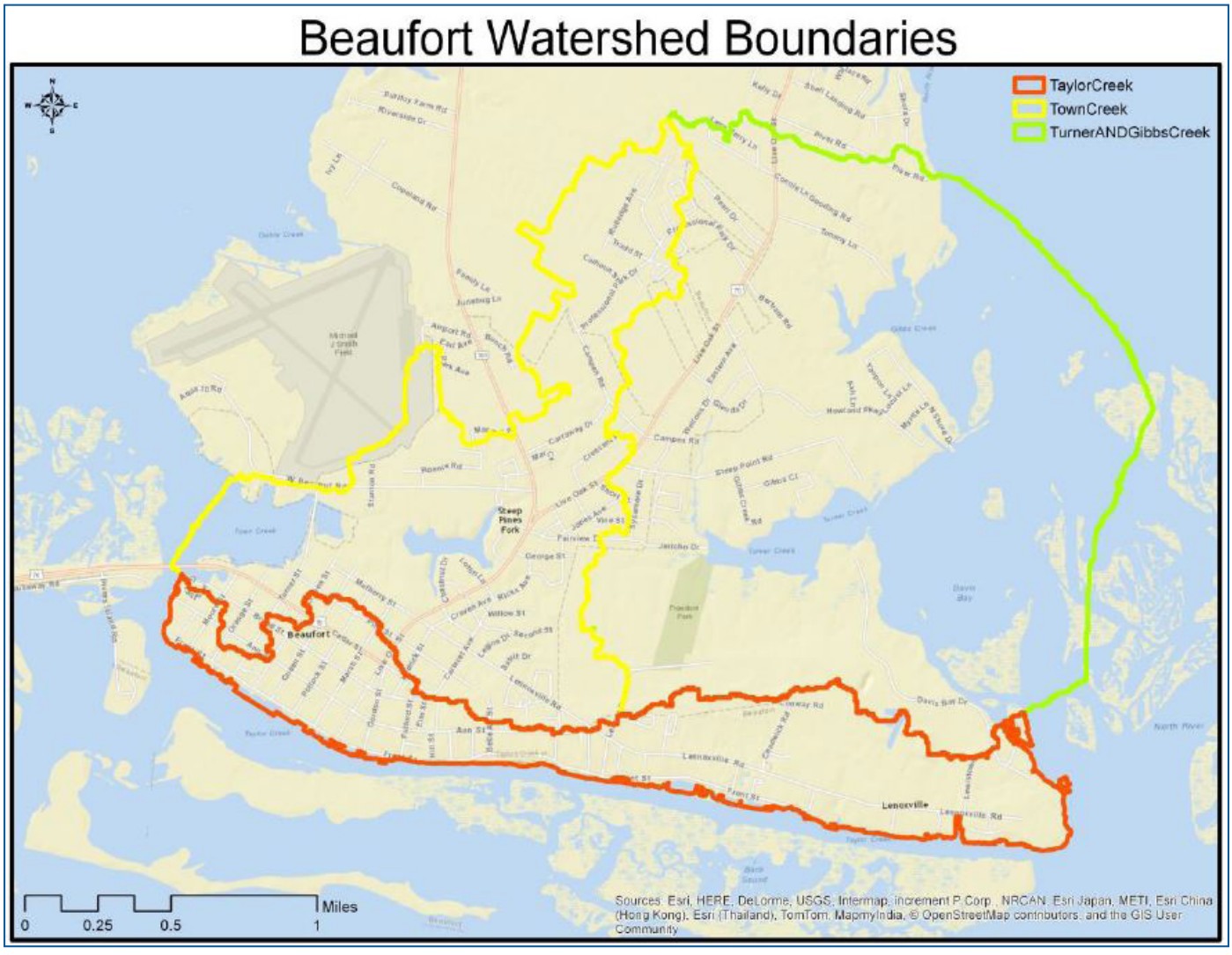
Watersheds Restoration Plan (2017)

This plan provides "an overview of the past and present conditions of the Beaufort Watersheds and proposes

methods and strategies intended to reduce the volume of stormwater runoff to improve water quality in the watersheds." Community outreach, implementation schedules, and monitoring are key components of this plan to help improve water quality and manage stormwater flooding. The Beaufort Watershed Restoration Plan includes strategies to restore hydrology and reduce polluted runoff. These include cost effective retrofits that direct stormwater to infiltrate into the ground or collect it for later use. The goal of the plan is to: "Turn back the clock" on water pollution, reduce instances of flooding, align future capital improvements with stormwater retrofits, increase community awareness, and position the town for future funding opportunities.

The following are examples of completed projects identified in the plan that have since been implemented or are currently underway:

- Lennoxville Road boat ramp improvements; reduced overall impervious surface coverage
- Stormwater BMPs to be included in Cedar Street improvements project



Locally important watersheds

Town of Beaufort ADA Transition Plan (anticipated 2022)

In accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, the Town of Beaufort is completing an ADA Transition Plan. Although currently still in development at the time of writing of this section, this plan will examine barriers to accessibility and strategies to address a variety of issues that impact the accessibility of Town services, facilities, sidewalks and streets in the public right-of-way. When the plan is complete, it will include a table of barriers, methods, cost estimates, funding sources, and recommended schedules for implementation.

Other Planning Efforts:

NC DEQ Water Supply Planning

The State Department of Environmental Quality (NC DEQ) Division of Water Resources releases yearly Local Water Supply Plans (LWSP) for municipalities in the state. An LWSP is an assessment of a water system's current and future water needs and its ability to meet those needs. These plans contain usage data for the previous year and future population projections so that local water system operators can predict their future needs.

Collaborative Resilience Planning and Engineering to Strengthen Ecosystems at the Rachel Carson Reserve, currently in-process

A team, including but not limited to the Town of Beaufort, Carteret County Shoreline Protection Office, U.S. Army Corps of Engineers, multiple universities, and private and non-governmental groups, and the Rachel Carson Reserve, have partnered to investigate recent environmental changes at the Reserve and to anticipate and plan for potential climate adaptation and resilience measures to protect the Reserve and surrounding areas.

Resilient Coastal Communities Program

In 2021, Beaufort participated in the State's Resilient Coastal Communities Program. During this planning effort, the Town set resilience goals, identified and assessed community asset and infrastructure exposure to coastal hazards, and prioritized projects to enhance community resilience to coastal hazards. At the time of writing, this plan has not yet been finalized or adopted by the Town.

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Environment, Natural, and Cultural Resources

Outside of the cultural and social amenities, the experience of residents and visitors of Beaufort is inextricably linked to the area's natural systems. Ecotourism is a major economic driver. This Comprehensive Plan, functioning also as a CAMA Land Use Plan, must establish a rational and coordinated local management program for maintenance and enhancement of coastal resources. Identification and recognition of Areas of Environmental Concern (AECs) and other environmental assets is critical to the plan.

Areas of Environmental Concern

Areas of Environmental Concern (AECs) are areas of natural importance designated by the NC Coastal Resources Commission (CRC). The State Guidelines for Areas of Environmental Concern (15A NCAC 7H) require that local land use plans give special attention to the protection of appropriate AECs because of their environmental, social, economic, and aesthetic value.

There are four categories of AECs that have been established by the CRC:

Estuarine and Ocean System

This system is the broad network of brackish sounds, marshes, and surrounding shores. CAMA permits are required for development in the four subcomponents of this system, which include:

» ***Estuarine Waters.*** These areas are the dominant component of the entire estuarine and ocean system and provide important habitat for a diverse range of shellfish, birds, and other marine wildlife. Conservation of estuarine waters is usually the highest priority use for these areas. Development activities which are water dependent and require water access and cannot function elsewhere (e.g. simple access structures, structures to prevent erosion, boat docks, marinas, wharves and mooring pilings) may be allowed within this AEC.

» ***Coastal Wetlands.*** Coastal wetlands provide vital ecosystem services to the Town. Wetlands serve as nursery areas for commercially and recreationally important fish species, sequester carbon from the atmosphere, stabilize shorelines, and provide storm and flood protection benefits. These areas are considered to be unsuitable for all development activities and other land uses that alter their natural functions. They are defined as any salt marsh or other marsh subject to regular or occasional flooding by tides (including wind tides) and contains one or more of the following plant species: Cord Grass, Black Needlerush, Glasswort, Salt Grass, Sea Lavender, Bulrush, Saw Grass, Cat-tail, Salt Meadow Grass, or Salt Reed Grass.

» ***Public Trust Areas.*** Public trust areas include coastal waters and submerged tidal lands below the mean high water line (MHWL). The water and submerged tidal lands are held in trust for the public to use through such activities as fishing, swimming, and boating. The state's policy is to ensure that the public is able to maintain access to these waters. Structures and activities in public trust areas must not be detrimental to the public trust rights and the biological and physical functions of the estuary or ocean. Projects which would directly or indirectly block or impair existing navigation channels, increase shoreline erosion, deposit spoils below normal high water, cause adverse water circulation patterns, violate water quality standards, or cause degradation of shellfish waters are considered incompatible with the management policies of public trust areas.

» ***Estuarine and Public Trust (i.e. - Coastal) Shorelines.*** The estuarine shoreline is the non-ocean shoreline, extending from the normal high water level or normal water level along the estuarine waters, estuaries, sounds, bays, fresh and brackish waters and public areas (15NCAC 7H.0209). Coastal Shorelines include all lands within 75 feet of the normal high water level of estuarine waters. This definition also includes lands within 30 feet of the normal high water level of public trust waters located inland

of the dividing line between coastal fishing waters and inland fishing waters. Generally, development in this area must not cause significant damage to any estuarine resources, must not interfere with public access to navigable waters or public resources, have limited hard (impervious) surfaces, preserve natural barriers to erosion, and must take steps to prevent pollution of the estuary by sedimentation and runoff.

Ocean Hazard Areas

Oceanfront beaches and dunes protect buildings and the environment behind them by absorbing the force of wind and waves. The Town of Beaufort is located on a peninsula between North and Newport River. Barrier islands are dynamic environments subject to shoreline changes and flooding which may be exacerbated by storms. The Ocean Hazard Areas include the following:

- ***Ocean Erodible AEC.*** This covers North Carolina's beaches and any other oceanfront lands that are subject to long-term erosion and significant shoreline changes. Due to Beaufort's unique location behind the barrier islands, there is no Ocean Erodible AEC within their jurisdiction, although in some respects the Rachel Carson Reserve does have some of these characteristics.
- ***Inlet Hazard AEC.*** This covers the lands next to ocean inlets, which are often highly unstable and subject to high rates of erosion of accretion. This Beaufort Inlet AEC is just outside of Beaufort's jurisdiction, off the southern shores of the Rachel Carson Reserve.
- ***Unvegetated Beach AEC.*** These beach areas have no stable natural vegetation and generally stretches from the the ocean to the first line of stable natural vegetation in the dune. Rachel Carson Reserve has habitat with some of these characteristics.

Public Water Supplies

Protection of fresh water supply sources is vital to human health. Protection of public water supply areas prevents damage to fresh water supplies which are vulnerable to pollution, sea-level rise, and salt water intrusion. The Town of Beaufort receives all of its drinking water from groundwater that comes from the Castle Hayne - Aquia aquifer and there are four dedicated wells for the Town of Beaufort system.

Natural and Cultural Resources

These are specific sites designated to receive protection because they contain environmental or cultural resources that are important to the entire state. The NC Coastal Resources Commission (CRC) formally designates these resources through a nomination process.

- **Coastal Areas that Sustain Remnant Species:** Coastal areas that sustain remnant species are those that support native plants or animals determined to be rare or endangered (synonymous with threatened and endangered), within the coastal area. Such places

provide habitats necessary for the survival of existing populations or communities of rare or endangered species within the coastal area. The continued survival of certain habitats that support native plants and animals in the coastal area is vital for the preservation of our natural heritage and for the protection of natural diversity which is related to biological diversity. These habitats and species provide valuable, educational, and scientific resources that cannot be duplicated. (15A NCAC 07H.0506)

» **Coastal Complex Natural Areas:** Coastal complex natural areas are defined as lands that support native plant and animal communities by providing habitat areas of notable scientific, educational, or aesthetic value. They may be surrounded by landscape that has been modified but does not drastically alter conditions within the natural area. Such areas may have been altered by human activity and/or subject to limited future modifications, e.g. the placement of dredge spoil, if the CRC determines that the modifications benefit the plant or animal habitat or enhance the biological, scientific or educational values which will be protected by designation as an AEC. Coastal complex natural areas function as key biological components of natural systems, as important scientific and educational sites, or as valuable scenic, or cultural resources. Often these areas provide habitat suitable for threatened or endangered species or support plant and animal communities representative of pre-settlement conditions. (15A NCAC 07H.0506)

» **Unique Coastal Geologic Formations:** Unique coastal geologic formations that are rare or otherwise significant components of coastal systems, or that are especially notable examples of geologic formations or processes in the coastal area. Unique coastal geologic areas are important educational, scientific, or scenic resources that would be jeopardized by uncontrolled or incompatible development. (15A NCAC 07H.0507)

» **Significant Coastal Archaeological Resources:** Significant coastal archaeological resources are defined as areas that contain archaeological remains (objects, features, and/or sites) that have more local significance to history or prehistory. Significant coastal archaeological resources are important educational, scientific, or aesthetic resources. Such resources would be jeopardized by uncontrolled or incompatible development. (15A NCAC 07H.0509)

» **Significant Coastal Historic Architectural Resources:** Significant coastal historic architectural resources are defined as districts, structures, buildings, sites, or objects that have more than local significance to history or architecture. Significant coastal historic architectural resources are important educational, scientific, associative, or aesthetic resources. Such resources would be jeopardized by uncontrolled or incompatible development.

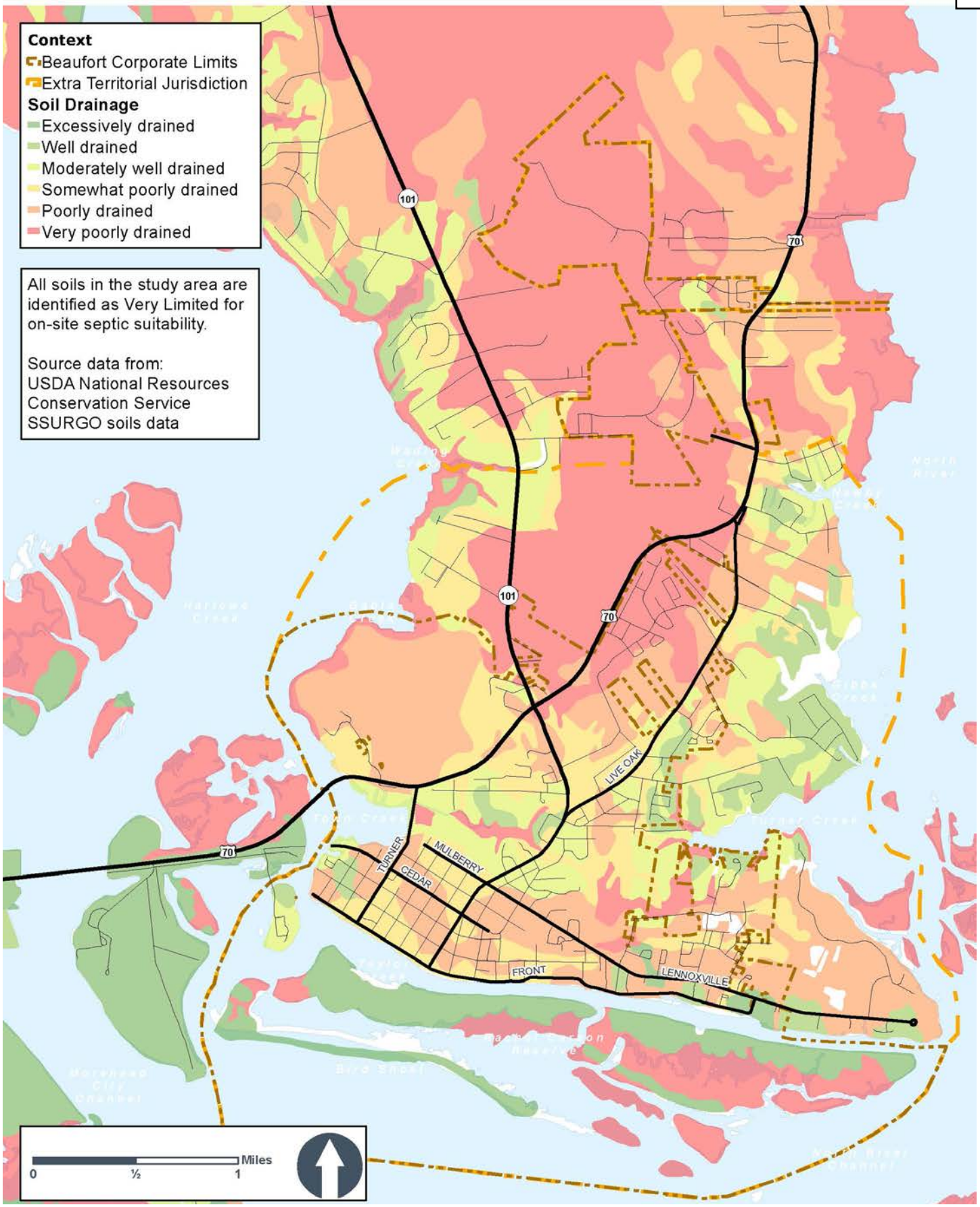
Environmentally Fragile Areas

Map of environmentally sensitive and natural resource areas.

Erosion, Soils, and Septic Suitability

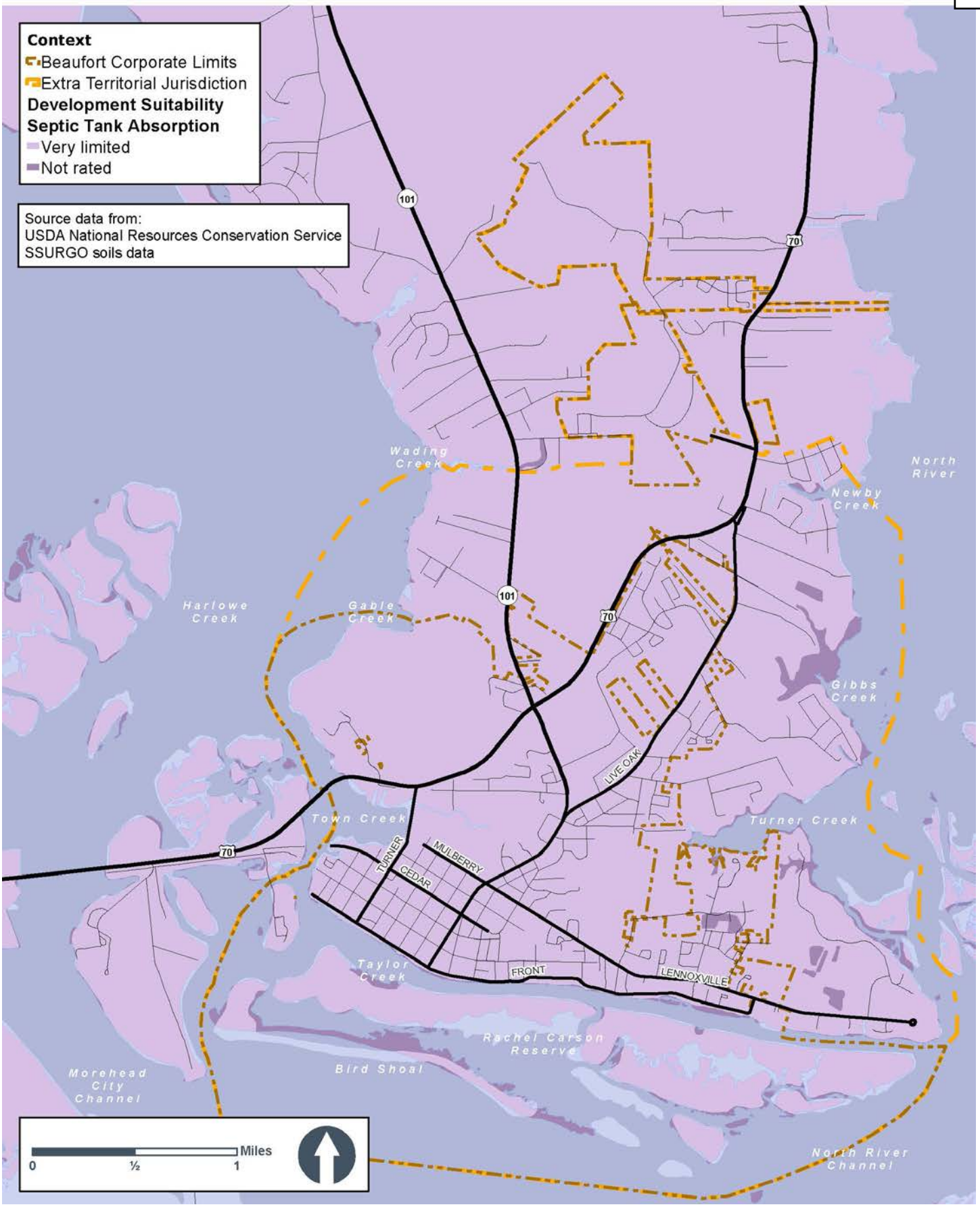
The primary soil types in Beaufort are hydric soils. These soils contain an abundance of moisture and generally lack oxygen. They are generally categorized as soils that are very poorly to poorly drained by the USDA National Resources Conservation Service (NRCS). Soils such as Carteret sand, Tomotley fine sandy loam and Leon-Urban sand are the predominant soils in Beaufort. These soils present limitations for development and septic suitability. The NRCS designates these soils as "very limited" for septic system suitability. These limitations can be overcome with special engineering considerations, but are often expensive, may have limited or poor performance and generally require a lot of maintenance. While engineering can often solve problems presented by soil conditions, there are sites that are not suited for development and these soil conditions should be taken into consideration when planning for land use.

Over 90% of the soils in Beaufort have severe limitations for septic tank absorption due to wetness, low strength, and restricted permeability. Septic systems are not permitted in the corporate limits of Beaufort; however, they are allowed in the ETJ following a site-specific analysis required by Carteret County Environmental Health Services. The low absorptive capacity of the soils also indicates a higher runoff potential as well.



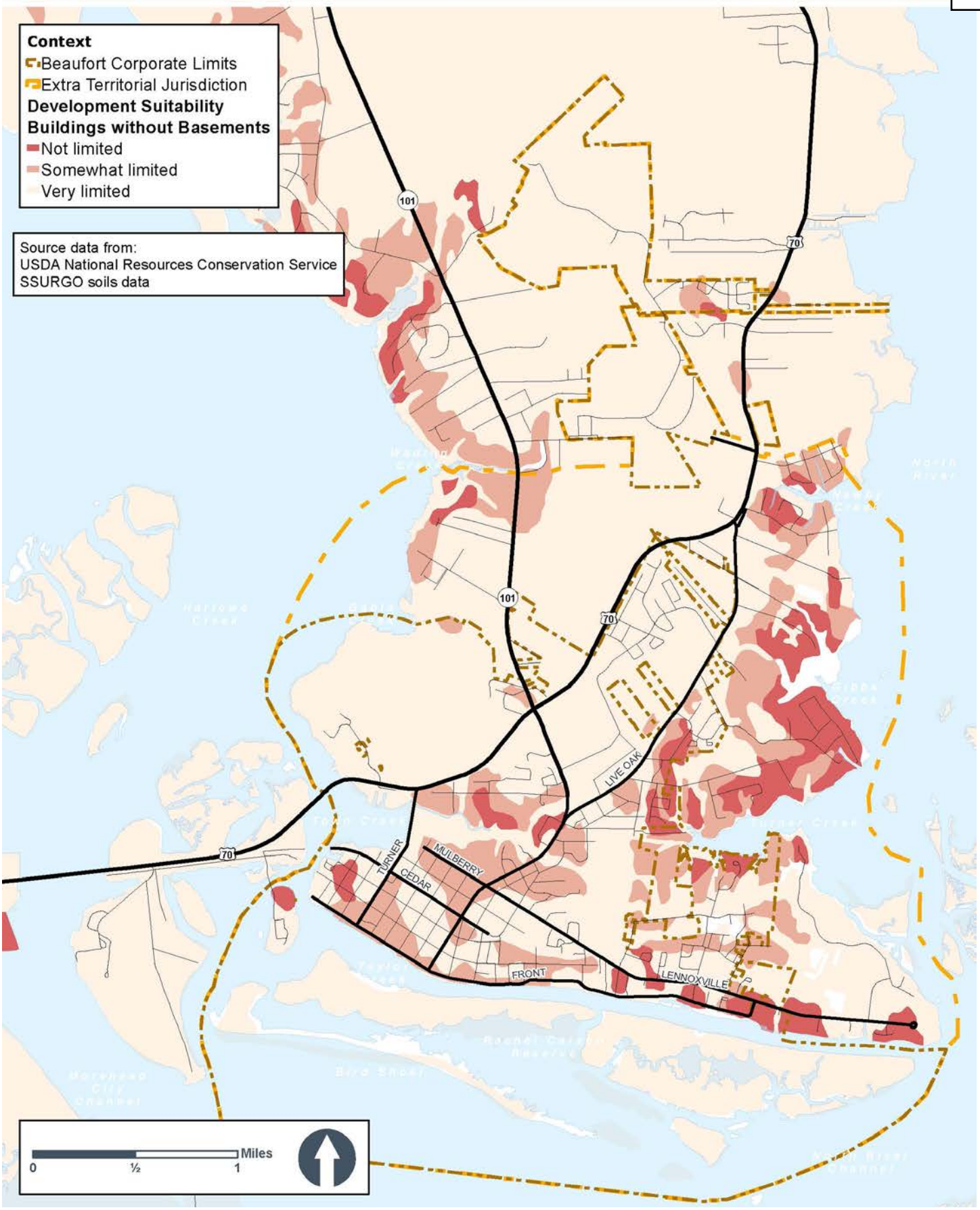
Soils are typical of a coastal region.

Soil Suitability for Septic Absorption



Soils are generally not suitable for on-site septic infiltration. Poor absorbtive capacity of the soils generally means relatively high runoff potential as well.

Soil Suitability for Development



Many of the soils in the study area are not deemed suitable for development with basements.

Water Quality

Water Quality Classifications

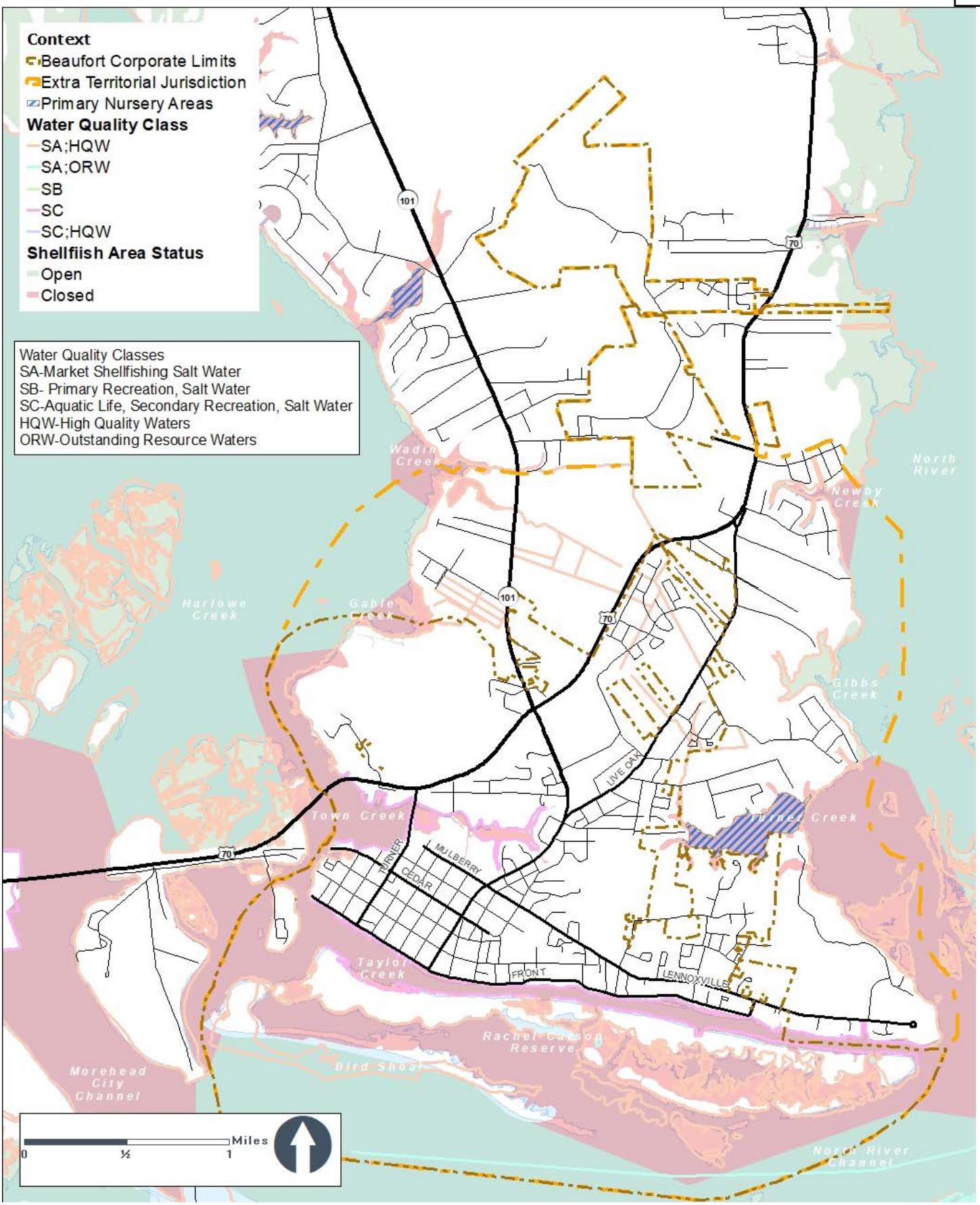
Surface waters in North Carolina are assigned a primary water classification by the North Carolina Division of Water Quality under the authority of the Environmental Management Commission. These classifications and their associated rules are designed to protect water quality, fish and wildlife and are required by the Federal Water Pollution Control Act (Clean Water Act). All surface waters in North Carolina area assigned a primary classification and some include a supplemental classification added by the NC Division of Water Resources (DWR). All waters must at least meet the standards for Class C, meaning the waters are suitable for aquatic life and secondary recreation. SA waters are saltwater bodies that are suitable for shellfish harvesting and primary recreation. SC water bodies are suitable for aquatic life and secondary recreation. Water bodies surrounding Beaufort are classified as "SA" or "high quality" waters suitable for shellfish and primary nursery areas harvesting and primary recreational activities as well as, "SC" or "outstanding resource" waters for fish habitat and have federal or state significance. There is currently a watershed restoration plan to reduce stormwater runoff and improve water quality in Beaufort Watersheds, including Town Creek watershed, Taylor Creek watershed, and Davis Bay watershed.

The NC Division of Water Quality prepared the third edition of the White Oak River Basinwide Water Quality Plan in 2007. The first and second edition to the plan were prepared in 1997 and 2001.

Since the 2001 revision of the White Oak River Basinwide Water Quality Plan the use support methods have changed significantly. In the previous plan, surface waters were rated fully supporting (FS), partially supporting (PS), not supporting (NS) and not rated (NR). The 2002 Integrated Water Quality Monitoring and Assessment Report Guidance issued by the Environmental Protection Agency (EPA) requests that states no longer subdivide the Impaired category. In agreement with this guidance, North Carolina no longer subdivides the Impaired category and rates waters as Supporting (S), Impaired (I), Not Rated (NR), or No Data (ND). These ratings refer to whether the classified uses of the water are being met.

Beaufort Water Tower

Water Quality, Primary Nursery and Shellfish Harvesting Areas



Beaufort has high quality salt water resources that benefit from regular "flushing" out from the tides through the inlet.

Summary of Use Support Ratings by Category in Subbasin 03-05-03						
Use Support Rating	**Aquatic Life**		**Recreation**		**Shellfish Harvesting**	
	Freshwater	Saltwater	Freshwater	Saltwater	Freshwater	Saltwater
Monitored Waters						
Supporting	0	5,847.9 ac	11.2 mi	17,764.7 ac	0	19,357.1 ac
Impaired*	0	140.2 ac (2%)	0	8 ac (.04%)	0	5.2 mi (100%)
Not Rated	15,1 mi	0	0	140.2 ac	0	
Total	**15.1 mi**	**5,988.1 ac**	**11.2 mi**	**17,912.9 ac**	**0**	**5.2 mi**
Unmonitored Waters						
Not Rated	0	166.3 ac	0	0.8 mi	0	0
No Data	54.1	5.2 mi	58 mi	5.2 mi	0	0
Total	**54.1 mi**	**5.2 mi**	**58 mi**	**5.2 mi**	**0**	**0**
Totals						
All Waters*	**69.2 mi**	**5.2 mi**	**69 mi**	**5.2 mi**	**0 5.2 mi**	

Subbasin 03-05-03 is located in the center of Carteret County, extending from the Croatan National Forest to Beaufort and Beaufort Inlet. Subbasin 03-05-04 lies to east and north of the Town of Beaufort in Carteret County. Major water bodies in this subbasin include the North River, Jarrett Bay and Nelson Bay, plus the landward halves of Back Sound and Core Sound. Most of this subbasin is estuarine with freshwater drainage from adjacent land including Open Grounds Farm.

North Carolina coastal waters are known for their plentiful shellfish. Shellfish include clams, oysters, and mussels. All shellfish growing areas are surveyed every three years by the NC Marine Fisheries to assess the bacteriological quality of the water and to determine the hydrographic and meteorological factors that could affect the water quality. This information is then used to classify each shellfish growing area as either approved, conditionally approved, restricted, or prohibited. Approved areas are consistently open to shellfishing, while prohibited areas are permanently closed.

According to NC Marine Fisheries, all tributaries, Taylor Creek, Davis Bay, and the waters surrounding the Rachel Carson Reserve are permanently closed for shellfishing. The waters in the Newport River, North River, and Back Sound are conditionally approved and/or open for shellfishing. Conditionally approved areas are generally open but can be closed after a significant rainfall event. On the map these shellfishing areas are labeled as open and closed with the open areas

Summary of Use Support Ratings by Category in Subbasin 03-05-04						
Use Support Rating	**Aquatic Life**		**Recreation**		**Shellfish Harvesting**	
	Freshwater	Saltwater	Freshwater	Saltwater	Freshwater	Saltwater
Monitored Waters						
Supporting	0	2,991.7 ac	0	11,316.7 ac	0	26,053.9 ac
Impaired*	0	6,251.3 ac (68%)	0	0	0	13,374 ac (33.9%)
Total	**0**	**9243 ac**	**0**	**11,316.7 ac**	**0**	**39,427.9 ac**
Unmonitored Waters						
Not Rated	0	234.5 ac	0	0	0	0
No Data	0	30,271.8 ac	0	28,432.6 ac	0	0
Totals						
All Waters*	**0**	**2.9 mi 39,749.3 ac**	**0**	**2.9 mi 39,749.3 ac**	**0**	**39,427.9 ac**

*The noted percent Impaired is the percent of monitored miles/acres only. Source: NC Division of Water Quality

including the conditionally approved areas.

The biggest threat to the water quality along the Newport River is associated stormwater runoff for this rapidly developing area *(DEH, Shellfish Sanitation and Recreational Water Quality Section, May 2005)*. The most significant threat to the water quality in Taylor Creek Area is nonpoint pollution associated with stormwater and runoff. The area adjacent to the Beaufort Docks is heavily crowded with boats. The large number of private sailboats and live-aboards in the creek increase the potential for fecal coliform contamination from illegal marine head pumping *(DEH, Shellfish Sanitation and Recreational Water Quality Section, October 2002)*. According to the Sanitary Survey of North River Area, there are some improvements in water quality in portions of this growing area *(DEH, Shellfish Sanitation & Recreational Water Quality Section, November 2005)*. Several areas within North River have been reclassified from conditionally approved closed to conditionally approved open as a result from this survey.

Primary Nursery Areas, Shellfishing Areas, and Associated Waters

Primary nursery areas, as defined by the Marine Fisheries Commission, are those areas in the estuarine system where initial post-larval development takes place. The purpose of primary nursery areas is to protect the habitat of these areas, especially the bottom structure (sea grasses, oyster rocks, sand and

mud) and adjacent wetlands. These areas are typically located in the uppermost sections of a system where populations are uniformly very early juveniles. The North Carolina Division of Marine Fisheries is responsible for preserving, protecting and developing these areas for important finfish and shellfish. Turner Creek is the only primary nursery area within the Beaufort's planning jurisdiction.

Nursery areas are necessary for the early growth and development of important marine or estuarine fish or crustacean species. These areas need to be maintained, as much as possible, in their natural state, with as little interference from man as much as possible. The North Carolina Marine Fisheries Commission's rules prohibit the use of gears (trawls, dredges, long haul seines) that can severely impact the habitat regardless of who uses the gear. Shoreline development is also limited by North Carolina Coastal Resources Commission.

Shellfishing areas are open or closed areas where shellfishing is allowed or prohibited. Shellfish includes clams, oysters, and mussels. Shellfish are filter feeders, and pump water through their gills almost constantly. This pumping action is how shellfish area are able to gather food particles, but this action also allows them to take up any bacteria, viruses, or pollutants that may be present in the water. If shellfish with high concentrations of bacteria or viruses are consumed raw or undercooked, they could cause severe illness to the consumer.

The North Carolina Department of Marine Fisheries assesses the bacteriological factors that affect water quality and then classify shellfish growing areas as either approved, conditionally approved, restricted, or prohibited. Approved areas are consistently open to shellfishing, while prohibited areas such as Taylor Creek, Davis Bay, and the waters surrounding the Rachel Carson Reserve are permanently closed. Conditionally approved waters such as the waters in the Newport River, North River, and the Back Sound are generally open but may be closed when the area has significant rainfall. The area will remain closed until water samplings indicate the water quality has returned to acceptable levels.

Stormwater runoff is the biggest threat to water quality and has the potential to carry bacteria from adjacent land into surface waters, which may increase the amount of bacteria consumed by shellfish. Living shorelines and beneficial wetlands help to mitigate the effects from stormwater runoff by filtering pollutants before they enter the adjacent waters.

Beaufort Docks Marina

Flooding and Other Natural Hazards

Beaufort lies in the physiographic province known as the Coastal Plain in North Carolina. The Town has several tidal rivers that drain from it. The Newport River on the west opens into the Beaufort inlet, just south of the Rachel Carson Reserve. The east side of Town is the North River. Elevations in Beaufort range from 4 to 33 feet above sea level.

Floodplains and Flood Zones

The 100-year floodplain is land subject to a one percent or greater chance of flooding in any given year. Whereas, the 500-year floodplain is land subject to a one in five hundred (0.2%) chance of flooding in any given year. In Beaufort, the parcels that are adjacent to North River, Turner Creek, Taylor Creek, Town Creek, and Newport River are the areas within the 100-year floodplain. The parcels within the 500-year floodplain lie adjacent to the 100-year floodplain and run slightly north of Live Oak St., along NC Highway 101 and where Live Oak St. and Highway 70 meet.

The Federal Insurance and Mitigation Administration defines repetitive loss property as "any insured structure with at least two flood insurance losses, each of at least $1,000, in any rolling 10-year period". During this 10-year period, Beaufort had 1 repetitive loss property with 12 reported losses at an amount of $252,477.35.

Currently, more than 30% of the Town's structures, not including the airport, are within the horizontal boundaries of the 100-year floodplain, also known as the Federal Emergency Management Agency Special Flood Hazard Area (FEMA SFHA).

Local Stormwater Flooding Concerns

At the second public meeting, attendees were asked about where they have knowledge of flooding or stormwater back up concerns. These areas were noted in breakout group sessions on slides. Flooding concerns primarily were noted in areas in proximity to Town Creek and Taylor Creek, especially in low-lying areas.

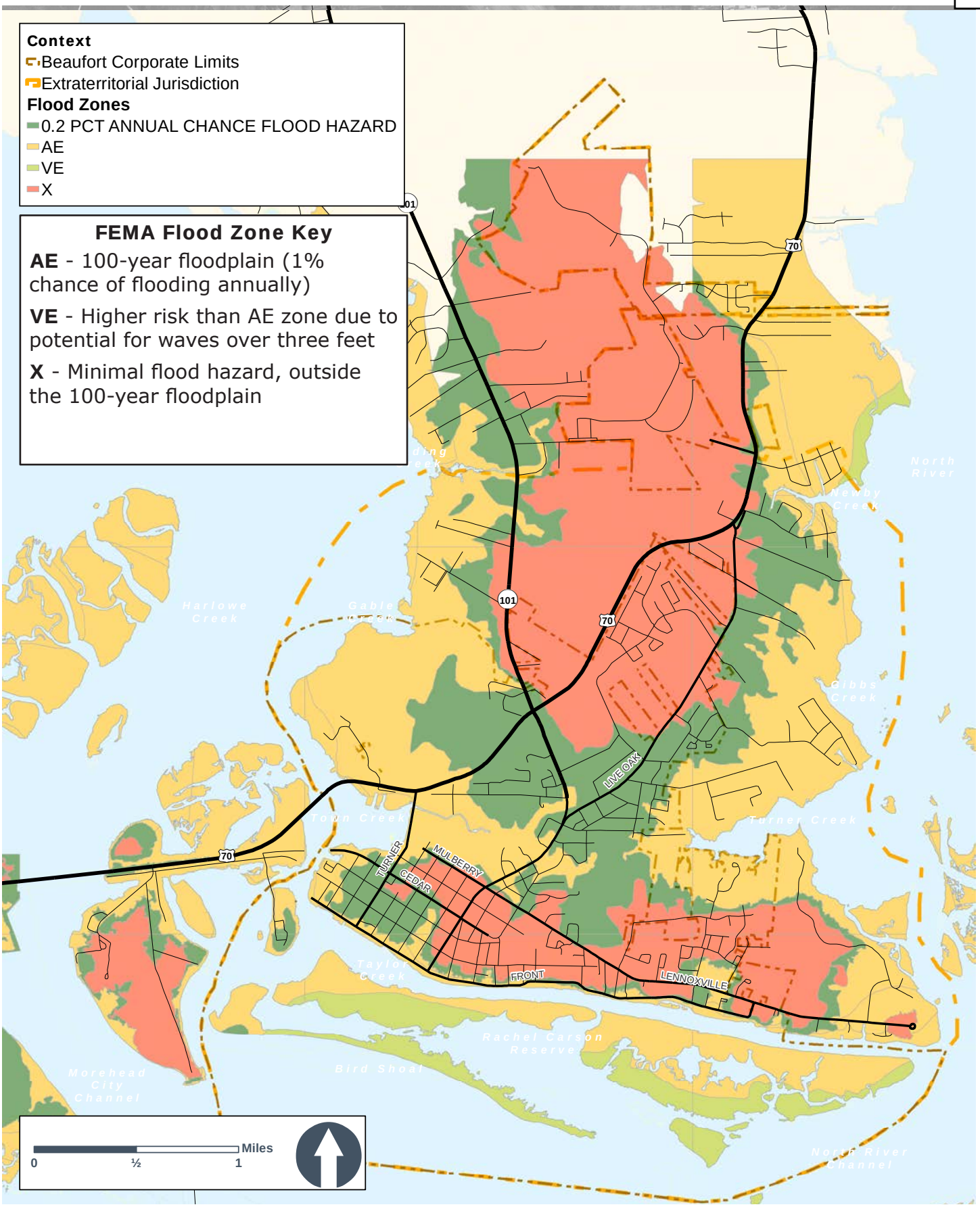
Home Flooding Statistics

- 30% of flood claims are in low or moderate risk flood areas
- There is a 26% chance that a non-elevated home in the floodplain will be damaged during a 30 year mortgage period.

Source: FEMA

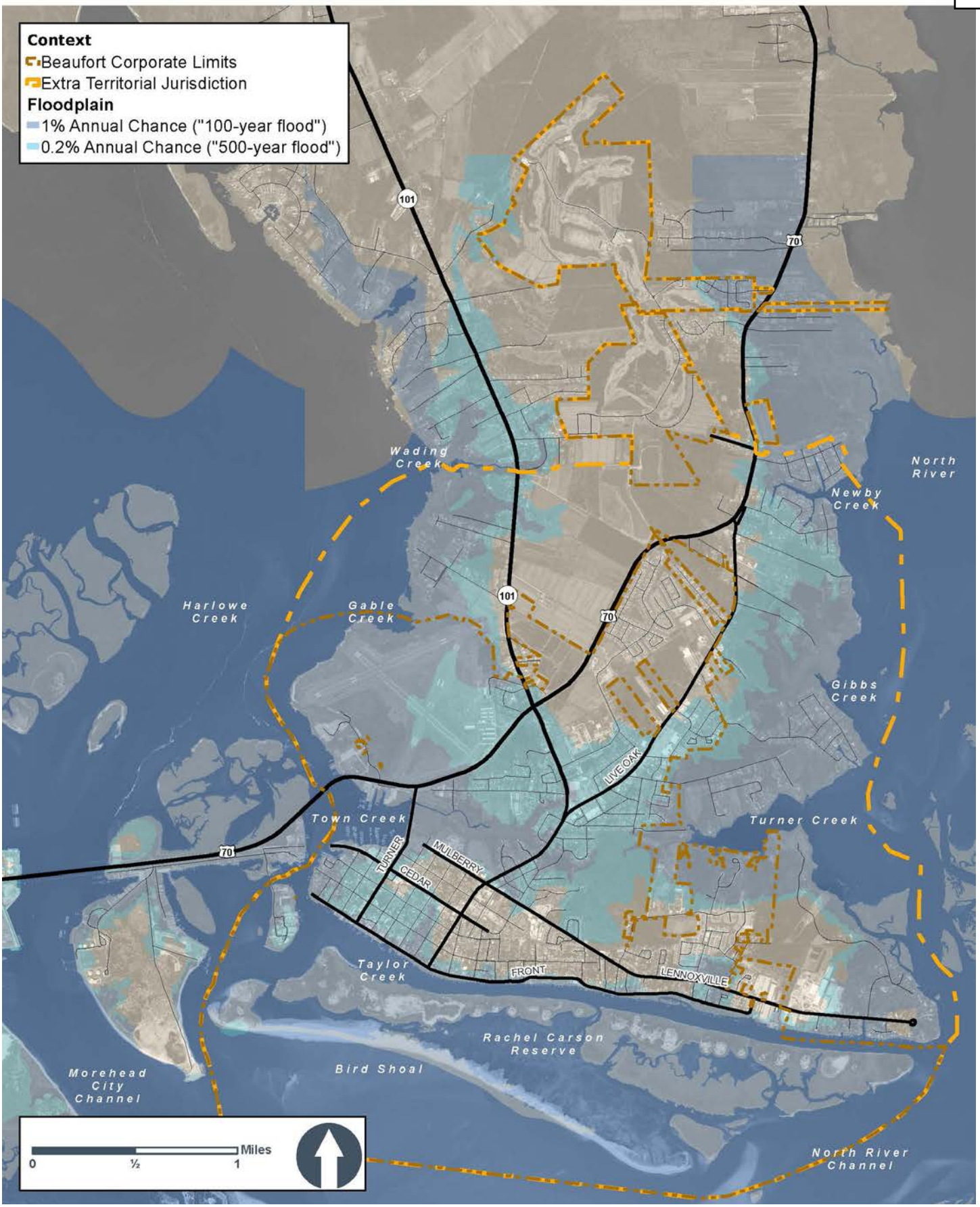
Stormwater drainage area

Flood Zones



The Town's flood zone maps are currently in the process of being updated by FEMA.

Floodplains



Vast areas of the town and study area are in either the 1% or 0.2% annual flood chance floodplains.

Community flood record from Ocracoke. Source: Village Craftsman of Ocracoke Island, NC.

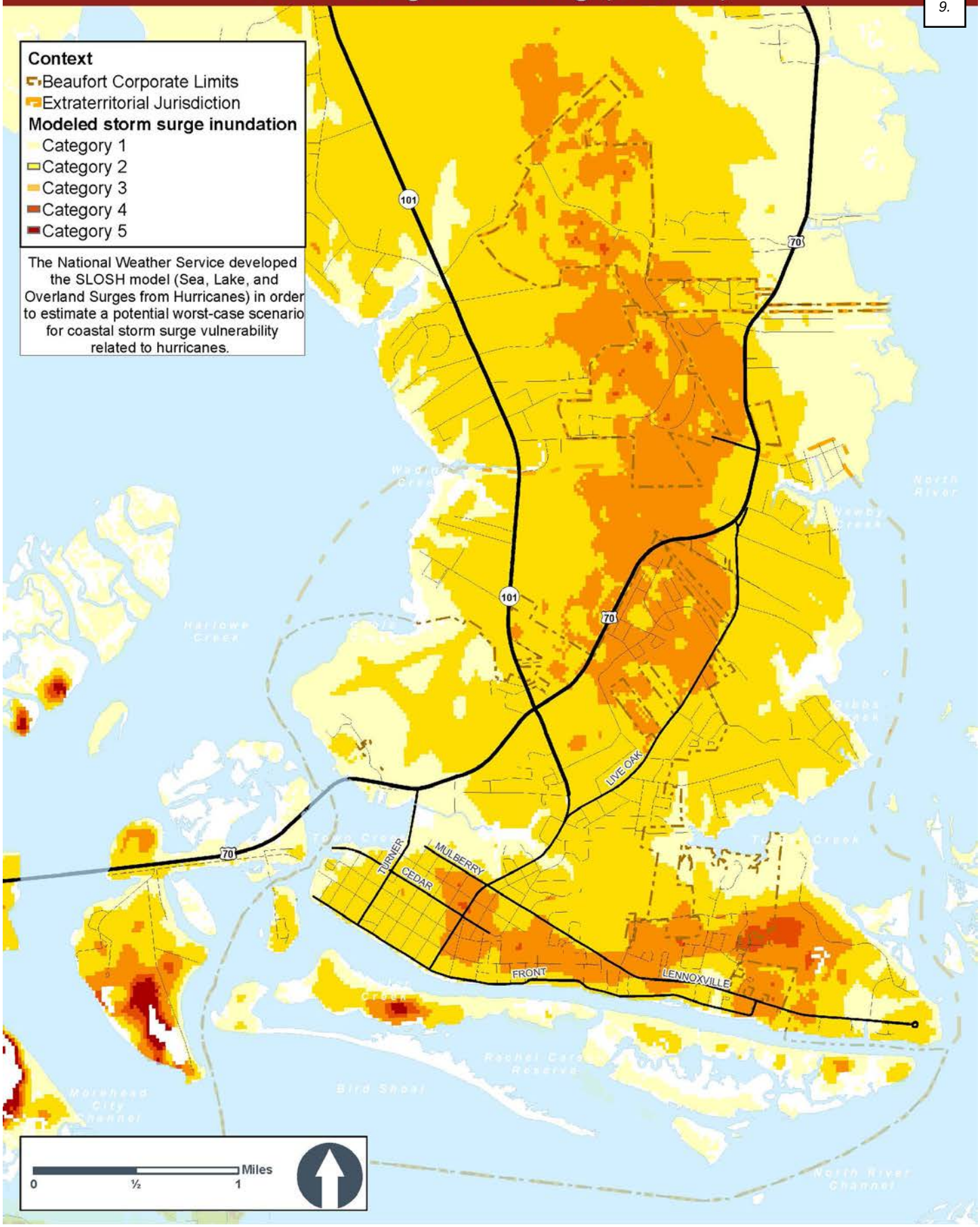
Hazards, Storm Surge, and Flooding

The Town of Beaufort is susceptible to flooding from wind-driven storm surge associated with hurricanes, tropical storms, and nor'easters. Areas likely to be inundated by storm surge have been modeled by the National Weather Service SLOSH (Sea, Lake, and Overland Surges from hurricanes) model, in order to estimate a potential worst-case scenario for coastal storm surge vulnerability related to hurricanes. These areas have been mapped to show the extent of hurricane induced flooding. A significant majority of the town is vulnerable to inundation during a Category 2 hurricane and nearly the entire town might experience flooding during a Category 3 hurricane. Under the worst-case scenario, a direct hit by a Category 5 hurricane, the entire Beaufort planning jurisdiction is subject to flooding from storm surge. Fortunately, these types of storms are rare because they are destructive to the extent that economies of impacted places take decades to recover, if they ever do.

Probability of occurrence of various storm events over spans of time					
	1 year	**10 years**	**30 years**	**50 years**	**100 years**
1-in-10 year storm (10% annual chance)	10%	65.1%	95.8%	99.5%	99.9%
1-in-100 year storm (1% annual chance)	1.0%	9.6%	26.0%	39.5%	63.4%
1-in-500 year storm (0.2% annual chance)	0.2%	2.0%	5.8%	9.5%	18.1%
1-in-1,000 year storm (0.1% annual chance)	0.1%	1.0%	3.0%	4.9%	9.5%
Significance			Length of a typical mortgage	Within the lifespan of most structures	Within the lifespan of many sturdy structures

Note that the percentages above show the probability of the occurrence of *at least one* of the specified storms of a particular intensity. More than one storm of a given intensity during a certain time period are certainly possible.

Storm Surge Modeling (SLOSH)



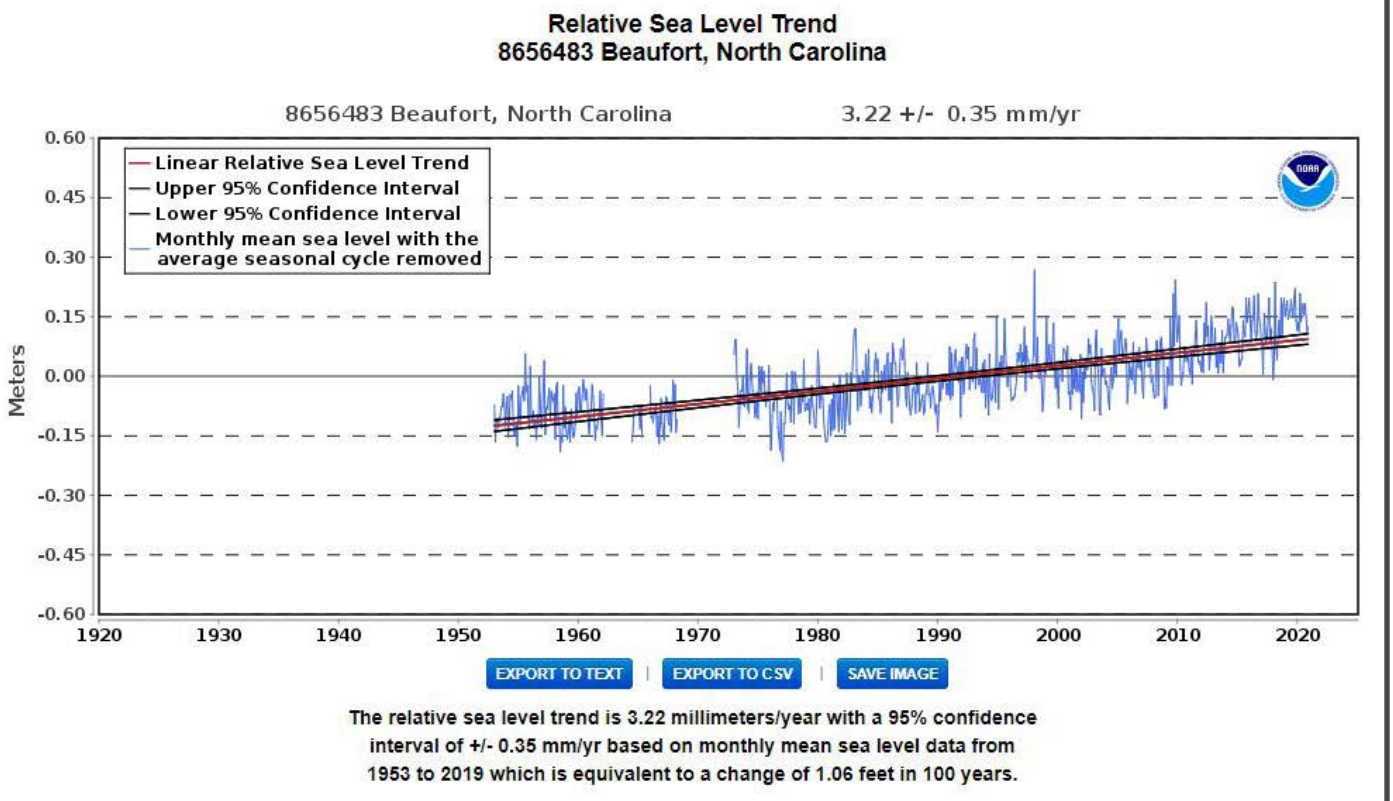
Not surprisingly in a low-lying coastal area, Beaufort is highly vulnerable to storm surge flooding during mid- to high-intensity hurricanes.

Storm Event Intensity and Probability of Occurrence

People frequently talk about storm events as 1-in-100 year storms or 1-in-500 year storms. These concepts are useful for designers and regulators to ensure a community can endure different intensity storm events with less disruption to normal life. However, in these discussions, it is also important to discuss the probability that these events might occur over the lifespan of the structure or facility in question.

As illustrated in the table below, the probability of occurrence of a 1-in-100 year storm in any given year is not particularly alarming; only 1-in-a-hundred chance, or a 1% chance over a one-year period. However, over the lifespan of a typical, 30-year home mortgage, the aggregate chance that a 1-in-100 year storm might occur is actually 26%. For the length of time that many of the historic homes have existed in Beaufort, the probability that they have lived through higher intensity storms is fairly certain. And in fact, storm records show that these events have occurred and are becoming increasingly common.

Current scientific data informs us that the coast will begin to see higher intensity storms on a more regular basis due to a number of factors related to climate change. In particular, as the atmosphere warms, it is more able to hold moisture, with a roughly 7% increase in moisture



The plot shows the monthly mean sea level with regular seasonal fluctuations controlled for. The long term trend is shown, including its 95% confidence interval. The calculated trends are in mm/yr and in ft/century.

Source: NOAA

holding ability for every 1 degree Celsius increase. This will mean that future storms will be more intense with more precipitation. As discussed further in this document, the impact of future storms will also be exacerbated by other factors related to climate change, such as rising seas, coastal erosion, and more frequent hurricanes. This will especially be more apparent in coastal towns affected by high tides or king tides, which will impede the routing of stormwater to creeks and waterways.

A warmer ocean surface also has the potential to foster stronger storms. The storms of the future will be stronger than those of the present. Stronger winds from these storms may lead to greater debris cleanup and tree maintenance needs.

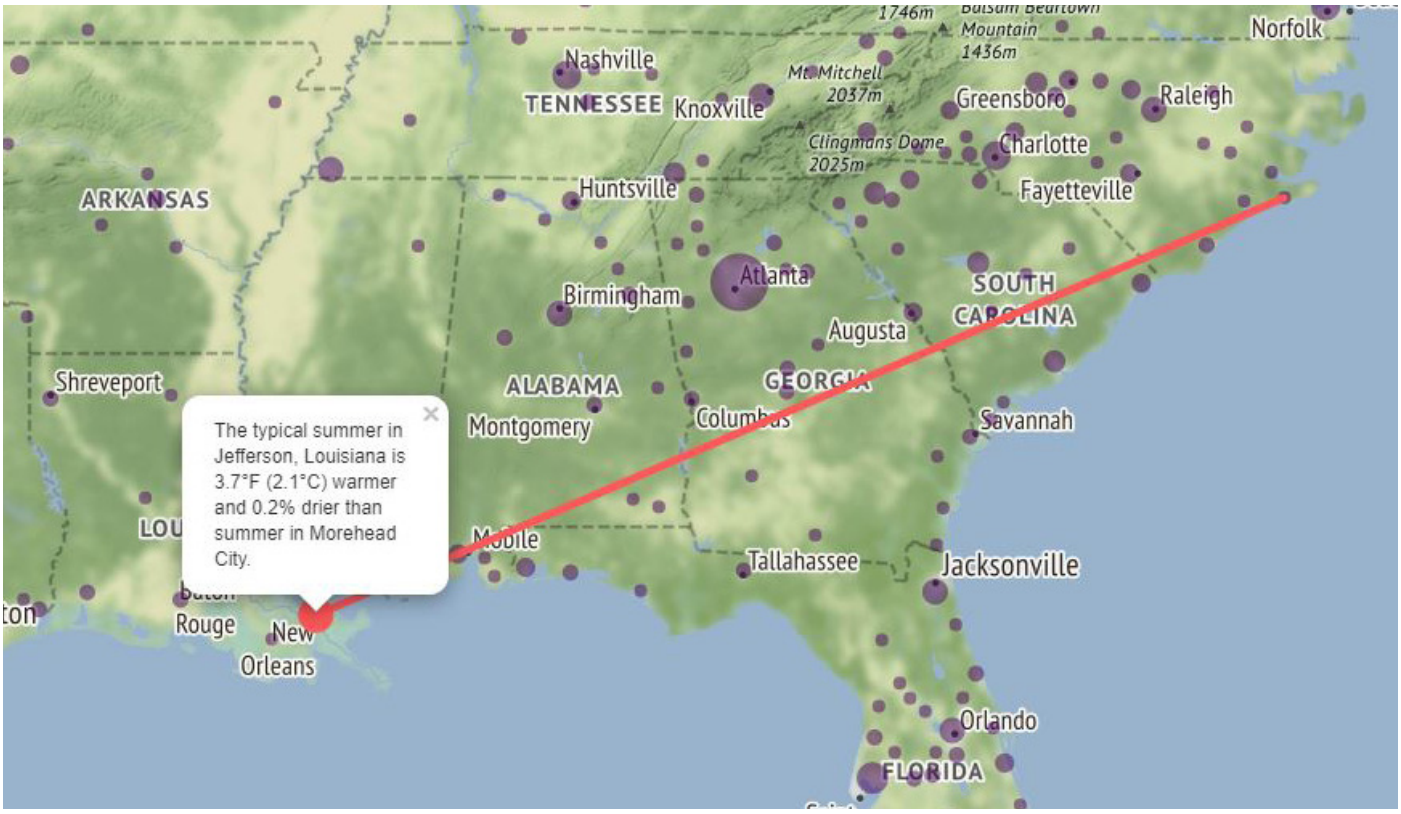
As a generality, the federal government has determined that properties within the 1% annual flood chance floodplain should purchase flood insurance. This is the bare minimum requirement that the federal government has established to help mitigate flood damages across the nation. This does not prevent communities from doing more to protect their citizens, structures, and operations from disruption due to flooding. It is up to each community to determine their own tolerance for disruption from flooding and storms and do what is in the best interest of their residents and businesses.

Vulnerability and a Changing Climate

For the measurable past, more than six decades, relative sea level has been rising in the Beaufort area, as recorded at the NOAA tide gauge. Recent evidence also suggests that global greenhouse gas emissions are not being effectively curtailed, which indicates that seas will continue to rise and likely at an increasing rate.

(Source: Intergovernmental Panel on Climate Change. 2018. Special Report, and sealevelrise.

Major takeaways from the 2020 NC Climate Science Report:		
Very likely that temperatures will continue to increase.		
Likely that precipitation will be heavier.		
Very likely that extreme precipitation events will increase in both frequency and intensity.		
Very likely that there will be an increase in heavy precipitation accompanying hurricanes.		
Likely an increase in severe thunderstorm events.		
Virtually certain that coastal storm surge flooding events will increase.		
Likely that droughts will be more intense.		
Note: When used in this report, these terms have the following meaning.	**Term**	**Probability of occurrence**
	Virtually certain	99%-100%
	Very likely	90%-100%
	Likely	66-100%



A recent study that included neighboring Morehead City implies that Beaufort's annual average climate in the year 2100 will generally be hotter and slightly drier.
Source: Fitzpatrick, Matthew, and Dunn, Robert. "Contemporary climatic analogs for 540 North American urban areas in the late 221st century". Nature Communications, February 2019.

org/states/northcarolina).

Rising seas and consequently higher water tables will also impede the ability of septic systems to function, and for stormwater systems to functions with backflow. Saltwater intrusion can also contaminate public drinking water wells. Underground salt water intrusion or overwash from storm-driven waves into areas where infrastructure exists (pipes, wires, foundations, parking areas, etc.) has the potential to reduce the operational lifespan of those facilities and lead to increased maintenance costs. Concrete, in particular, is vulnerable to salt water corrosion, and infiltration of salt water also can create problems balancing the chemical levels necessary for

NOAA tide gauge data

The rate of sea level rise is increasing.

Average annual sea level rise:

2.61 mm/yr years 1953-2010

3.29 mm/yr years 1953-2020

That's over

$8^1/_2$ inches

in the past 68 years.

These rates of sea level rise are the lowest baseline for the future. They do not account for additional, future, climate change induced rise.

Source: NOAA tide gauge #8656483

wastewater treatment.

Flood zones will continue to move upland as seas rise. This may lead to a future condition where many structures are not adequately protected from flooding or do not meet best practices for building code standards.

Although rain events are predicted to be stronger, the weather will also likely be more erratic and irregular, such that drought intensity will also increase. Overall, the climate is expected to be hotter, and possibly also slightly drier, in the year 2100. Severe heat days are predicted to be more common in the future. This will present hazards to people partaking in outdoor activities,

About SLR in Beaufort, NC

Sea level rise in Beaufort, NC is projected to be around 36% greater than the global average.

The ***intermediate*** scenario predicts an increase of 2.0 feet of SLR by 2060 and the ***high*** scenario predicts 3.9 feet by 2060.

Based on the **low** scenario, the *least* amount of SLR projected in 2060 is 1.0 feet.

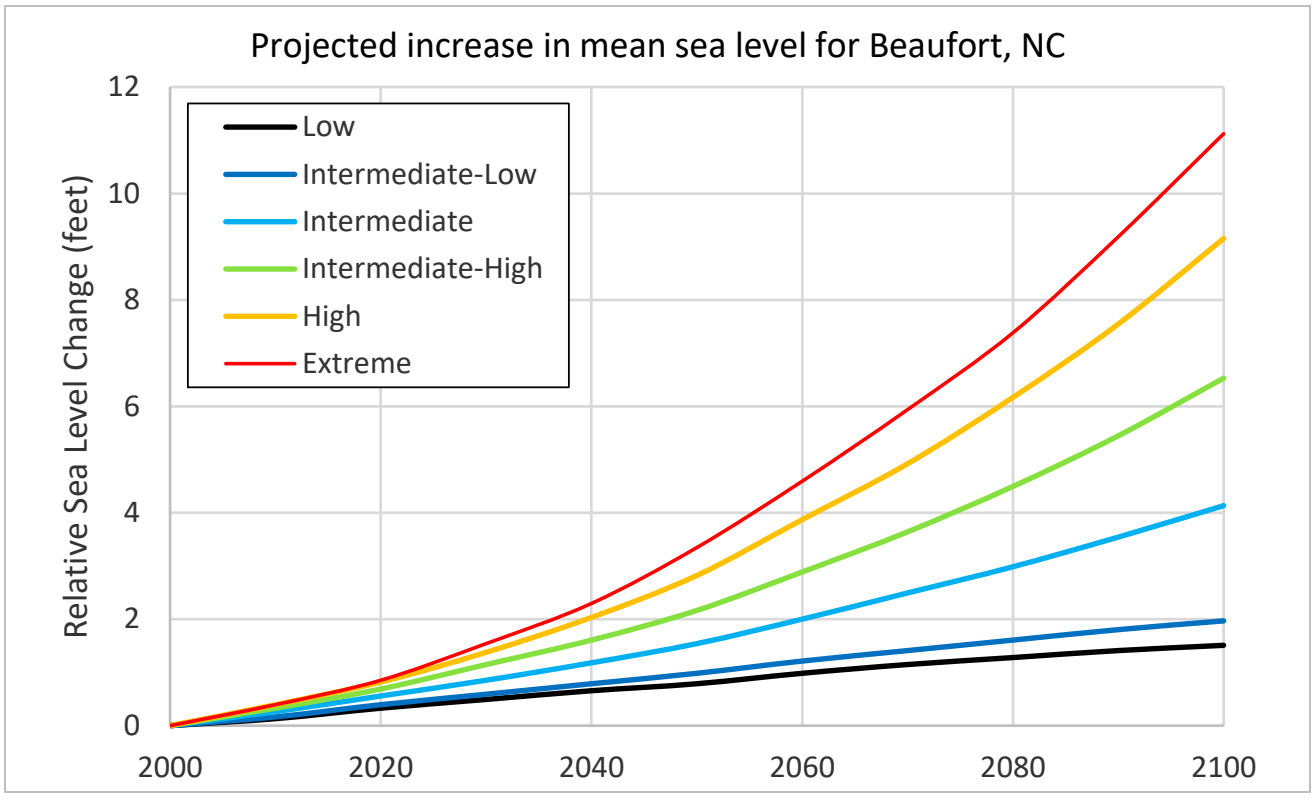


Figure 1: Graph shows relative sea level change scenarios for Beaufort, NC associated with the six different global sea level rise scenarios. The low and extreme scenarios represent the minimum and maximum of plausible future sea level rise. Data source: NOAA Technical Report NOS CO-OPS 083; Site: 2295.

both for work or recreation.

Sea Level Rise Projections

Seas are rising globally and the low-lying areas of North Carolina's coast are particularly vulnerable. Understanding and preparing for these threats using the best available data and projections can help the community prepare for, accommodate, and mitigate the negative

The following notable areas are likely to be inundated either permanently or regularly as seas continue to rise (based on Intermediate scenario)**:**

At **2 feet** of sea level rise:

- » Fields at the airport will be inundated
- » Properties on the southern side of Turner and Town Creeks
- » Front Street at its western terminus and at Gerard Street
- » The coastal wetlands east of US 70 from Olga Road to the North River Bridge

At **3 feet** of sea level rise:

- » Continued inundation of areas listed above, and
- » Significant portions of the Rachel Carson Reserve
- » The neighborhood surrounding the intersection of Lennoxville Road and Lewiston Road
- » Properties on the north side of Turner and Town Creeks
- » Front Street from Orange Street to Seaview Street
- » Points and drainages into Gibbs Creek
- » Farm fields west of US 70 from Neptune Lane northward, likely including the highway as well

At **4 feet** of sea level rise:

- » Continued inundation of areas listed above, and
- » Areas north and east of the Town's wastewater treatment plant as well as the northern portion of Freedom Park
- » Areas along Town Creek, east of Live Oak Street
- » The western end of West Beaufort Road and the areas around the intersection of US 70 and Turner Street, including the County boat ramp
- » The Olga Road neighborhood and properties on Newby Creek
- » The southern ends of many streets in the historic district where they are close to Front Street
- » The neighborhood west of Sunset Lane
- » The western end of Pine Street, including portions of Turner Street
- » Coastal neighborhoods to the north of the airport
- » Significant parts of Piver's Island

(Source: NOAA Sea Level Rise Viewer (https://coast.noaa.gov/digitalcoast/tools/slr))

impacts of sea level rise.

Unless mitigating actions are taken, The National Oceanic and Atmospheric Administration (NOAA) projects that sea level rise will cause chronic inundation of some properties, with major impacts possibly occurring as early as 2060 and certainly by the year 2100. Beaufort is home to more than 150 structures that have seen up to a 300-year lifespan. Many of the contemporary structures being constructed and renovated today have expected lifespans of 50 years and beyond. Major municipal investments - public water wells, wastewater treatment plants, the courthouse, bridges, etc. - should be expected to last in excess of 50 years as well. Thus, even though 2060 and 2100 are beyond the horizon of this plan, these discussions are still relevant to long-range decision-making, especially in a community that has existed for nearly 400 years and hopes to prosper for many more.

NOAA's 2017 report "Global and Regional Sea Level Rise Scenarios for the United States" was used to understand potential future sea level rise scenarios for Beaufort. This report projects sea level rise relative to the baseline year of 2000. Baseline tide gauge data (the Low scenario) indicates approximately another 2 feet of rise above current (2020 sea level) by 2060 and a total of at least 6 feet more by 2100. This scenario does not account for global warming and climate change inputs, but only reflects past tide gauge trends.

Without mitigation, low lying areas in and around the Town will become inundated or subject to regular flooding, especially in the downtown waterfront commercial district.

When considering planning, investment, and land use, it is important to consider many factors: how critical the asset is, how vulnerable it is, how quickly it can be repaired or recovered, how many people will be affected by disruptions in service from the asset, etc. More critical assets should consider more extreme sea level rise scenarios when planning so that they are resilient to a broader range of future climate conditions. However, these projections only show sea level rise. Flood risk from storms, high and king high tides, and storm surge will also be exacerbated by rising seas.

Coastal Flooding

NOAA has also created projections for how much flooding communities can expect in the future, based on the different sea level rise scenarios. Even putting aside major storms and hurricanes, areas that have flooded in the recent past can expect to see the frequency of flooding increase dramatically. Even in the mildest version of the future (the Low scenario), annual high tide flooding will increase more than 10-fold by 2050 and around 100-fold by 2100. Other scenarios paint a more dire picture.

It is not yet known how much flooding private property owners will tolerate before abandoning their properties. Some studies have used a threshold of 26 days per year *("Underwater", Union of Concerned Scientists, https://www.ucsusa.org/underwater)*. That kind of retreat assumes those property owners are financially capable of abandoning their property. The full, future impact of increased flood frequency on public infrastructure and services provision is not yet known, but it will most certainly increase service disruptions and maintenance of affected infrastructure.

The New Normal

Coastal flooding will become more frequent and occur in more places as sea levels rise.

Minor flooding is a potential public threat and inconvenience. This graph depicts frequencies of *minor* flooding caused by high tides under different sea level change scenarios at the NOAA Beaufort, NC tide gauge. This is a good representation of potential future flooding in the area. Minor flooding begins when water level is at or above 1.8 feet.

Probabilities of *moderate* and *major* flooding, which disrupt commerce, damage private and commercial property, and threaten public safety, are also increasing with sea level rise, putting more communities and assets at risk.

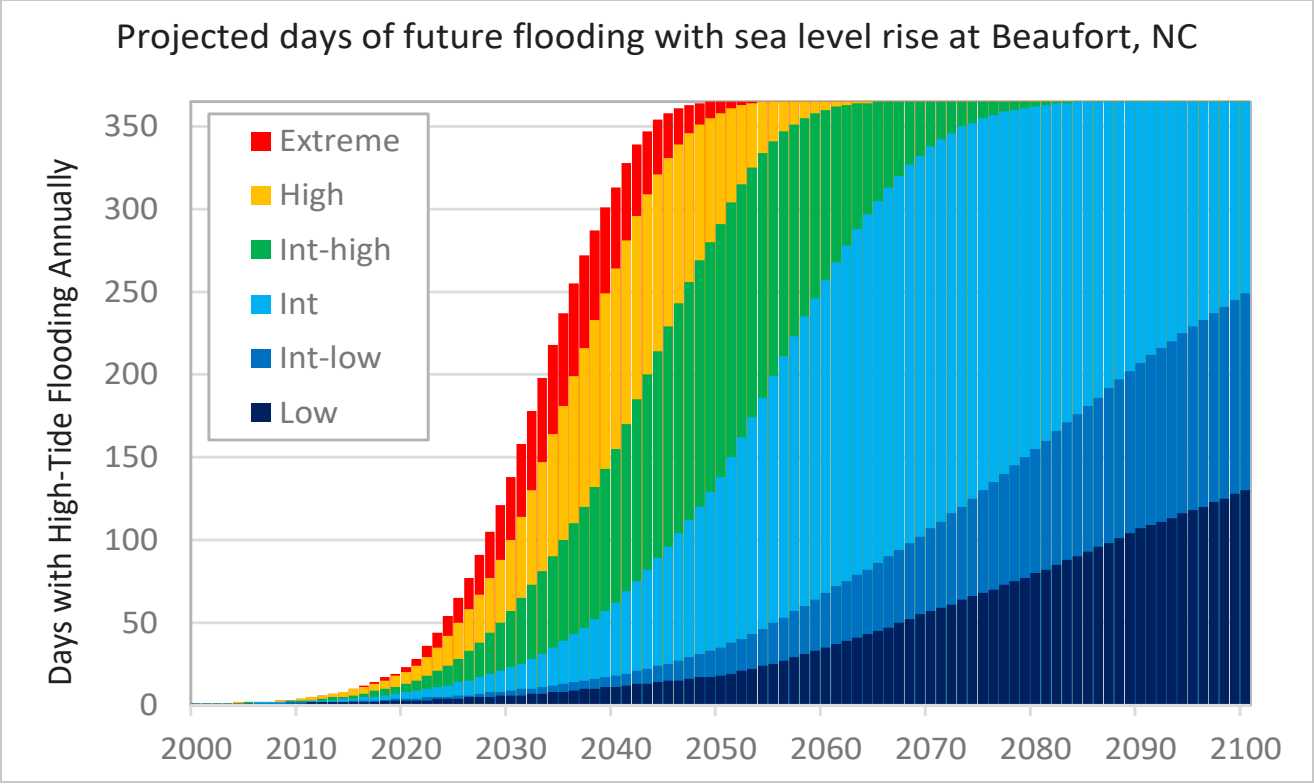
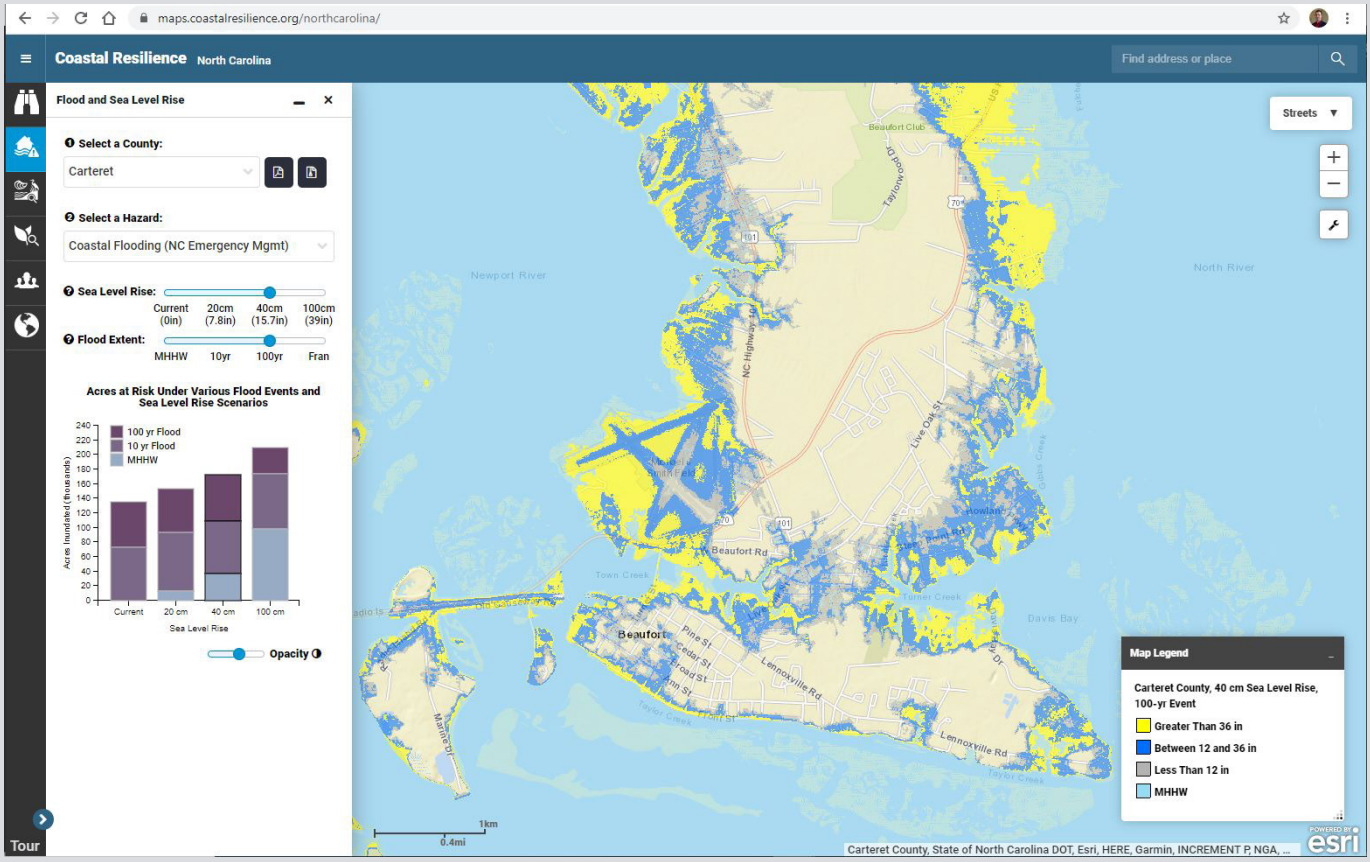


Figure 2: Graph displays the projected future days of minor flooding based on derived levels at Beaufort, NC under different sea-level rise scenarios. Data source: NOAA Technical Report NOS CO-OPS 086.

Additional Resources on Sea Level Rise

NOAA SLR Viewer – https://coast.noaa.gov/slr/
Climate Resilience Toolkit -> Coasts -> SLR -> https://toolkit.climate.gov/topics/coastal/sea-level-rise
Climate.gov -> SLR - https://www.climate.gov/news-features/understanding-climate/climate-change-global-sea-level
USACE SLR Calculator – http://www.corpsclimate.us/ccaceslcurves.cfm
CO-OPS Inundation Dashboard – http://www.tidesandcurrents.noaa.gov/inundationdb/



Recent modeling work has attempted to understand what future floodplains might look like under different sea level rise scenarios. This particular study used publicly available data from FEMA, but the findings are not regulatory and do not affect insurance rates or flood damage regulations. In the screenshot above, areas shown in grey, dark blue, or yellow estimate the possible extent of the future 1% annual chance floodplain after 16" (~40cm) of sea level rise. The areas shown in light blue estimate the future sea level and shoreline.

Source: The Nature Conservancy, Coastal Resilience Mapping Tool, 2016, https://maps.coastalresilience.org/northcarolina/ and North Carolina Sea Level Rise Impact Study, NC Dept. of Public Safety, https://media.coastalresilience.org/NC/North%20Carolina%20Sea%20Level%20Rise%20Impact%20Study_FinalReport_20140627.pdf

Community Facilities

Water Supply & Wastewater Systems

Wastewater Treatment

The sewer infrastructure and wastewater is treated by the Town's Wastewater Treatment Plant. The sewer collection system is comprised of approximately 25 miles of gravity lines, 28 miles of force mains, 21 pump stations, and approximately 3,330 sewer service connections. The Wastewater Treatment Plant is a permitted 1.5 million gallons per day facility that treats the collected sewage of the town and discharges the treated effluent into the eastern end of Taylor's Creek, in accordance with state and federal regulations.

As seas rise, steps will need to be taken to ensure the proper function of septic systems on low-lying properties. Elevation modeling can help identify potential problem areas. Wastewater that is not fully treated can pollute local waters, which may lead to health and environmental impacts and/or property value declines. There are no documented chronic overflows, bypasses, or other problems, or areas experiencing chronic wastewater treatment malfunctions.

Public Water Supply, Wellhead Protection Areas, and Drinking Water

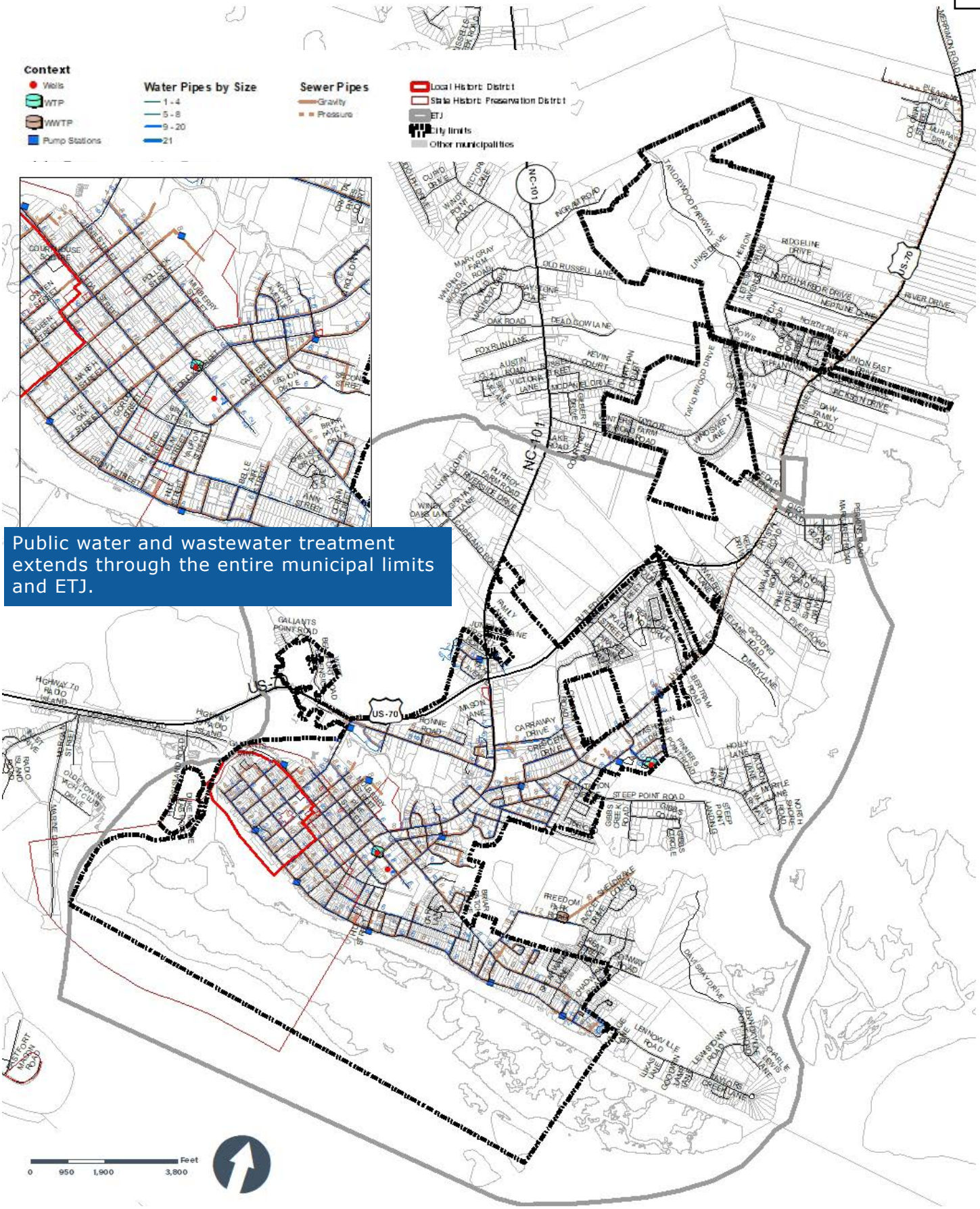
There are no public water supply watersheds in Beaufort's planning jurisdiction. The water source for the town of Beaufort comes from four deep wells that draw water from the Castle Hayne - Aquia aquifer that range in ages from 6 to 42 years old. Two wells are used by Pine Street Water Facility and two wells used by the Glenda Drive Water Facility *(Water Asset Management Plan Project, Rivers & Associations, Inc)*. Two wells are at or nearing expected service life and will likely need additional maintenance or replacement in the near future. The Water Division for the Town of Beaufort Public Services Department is responsible for the treatment and distribution of potable water for all its utility customers; it operates two water treatment plants and has a designed permitted flow rate of 1.2 million gallons per day.

Stormwater Systems

The existing stormwater drainage facilities within the Town include a system of piping, catch basins, drainage ditches, and swales. Stormwater runoff is carried to the Newport River and North River delta estuaries, which are part of the White Oak River Basin. Runoff, especially in the very developed areas that feed Town and Taylor Creeks, can sometimes lead to water quality issues. The Town has been working to incrementally improve water quality through stormwater projects.

Electrical System

There are no electric generating plants located in Beaufort's jurisdiction. The Town's electricity is provided by a Duke electrical substation at Hendrick Street and another is planned for construction on Highway 101 soon.



Public infrastructure locations.

Environmentally Fragile Areas

Wetlands

While '404' of the Federal Clean Water Act regulates all types of wetlands, including coastal wetlands, North Carolina Coastal Area Management Act provides additional protection to coastal wetlands. Coastal wetlands are located adjacent to salt water and brackish water bodies. They are characterized by marsh grasses and rarely contain trees. Coastal wetlands are defined as any salt marsh or other marsh subject to regular or occasional flooding by tides, including wind tides, that reach the marshland areas through natural or artificial watercourses, provided this does not include hurricane or tropical storm tides. Coastal wetlands may include the presence of one or more of the following marsh plant species:

- Cord Grass (Spartina alterniflora)
- Black Needlerush (Juncus roemerianus)
- Glasswort (Salicornia spp.)
- Salt Grass (Distichlis spicata)
- Sea Lavender (Limonium spp.)
- Bulrush (Scirpus spp.)
- Saw Grass (Cladium jamaicense)
- Cat-tail (Typha spp.)
- Salt Meadow Grass (Spartina patens) or
- Salt Reed Grass (Spartina cynosuroides)

Since Beaufort is located on a peninsula, coastal wetlands encompass the Town's boundaries. The shorelines along Taylor Creek, North River, and Newport River and their estuarine waters and salt marshes comprise the majority of the Areas of Environmental Concern (AECs) in Beaufort's jurisdiction. Uses that are not water dependent shall not be permitted in coastal wetlands, such as restaurants, apartments, hotels, motels, and parking lots. Uses that are water dependent include: utility crossings, fishing piers, docks, wildlife habitat management activities, and agricultural uses.

Non-coastal wetlands include all wetlands that are not classified as coastal wetlands. Non-coastal wetlands are not covered by CAMA regulations unless designated by the Coastal Resource Commission as a natural resource AEC. However, these wetlands are protected by the federal Clean Water Act. The US Army Corps of Engineers is responsible for regulating these 404' wetlands. An Army Corp of Engineers permit may be required prior to disturbing wetlands.

Like coastal wetlands, the precise location of non-coastal wetlands can only be determined through field investigation and analysis. However, the US Fish and Wildlife Service, through its National Wetlands Inventory, has identified the general location of wetlands. The National Wetlands Inventory Map can be found at the US Fish and Wildlife Service website. Non-coastal wetlands are primarily located in the northern portion within Beaufort's corporate limits with their majority lying beyond its corporate limits.

Wetlands are responsible for sheltering one-third of the country's threatened and endangered species, according to the Environmental Protection Agency. Without wetlands, a huge number of waterfowl and shellfish would not exist. These wetlands act as a sponge, soaking

Wetlands

The area has many wetlands, both inland and coastal.

up the water that comes in with the tides and periodically flooding rivers. They also serve as a pollution filter and are beneficial for clean and plentiful drinking water.

The Division of Coastal Management developed a Wetlands Conservation Plan for the North Carolina coastal area which includes a wetlands inventory and a functional assessment (NC-CREWS) that examines the ecological significance of the wetlands. Additionally, the Division of Water Resources (DWR) established Wetland Water Quality Standards that provide some protection of wetlands. Coastal wetlands and non-coastal wetlands are identified on the map to identify their locations for planning purposes as well as a tool for wetland management, protection, and development decisions. The Division of Coastal Management has identified Beaufort as a potential wetlands restoration and enhancement site.

Estuarine Shoreline and Public Trust Areas

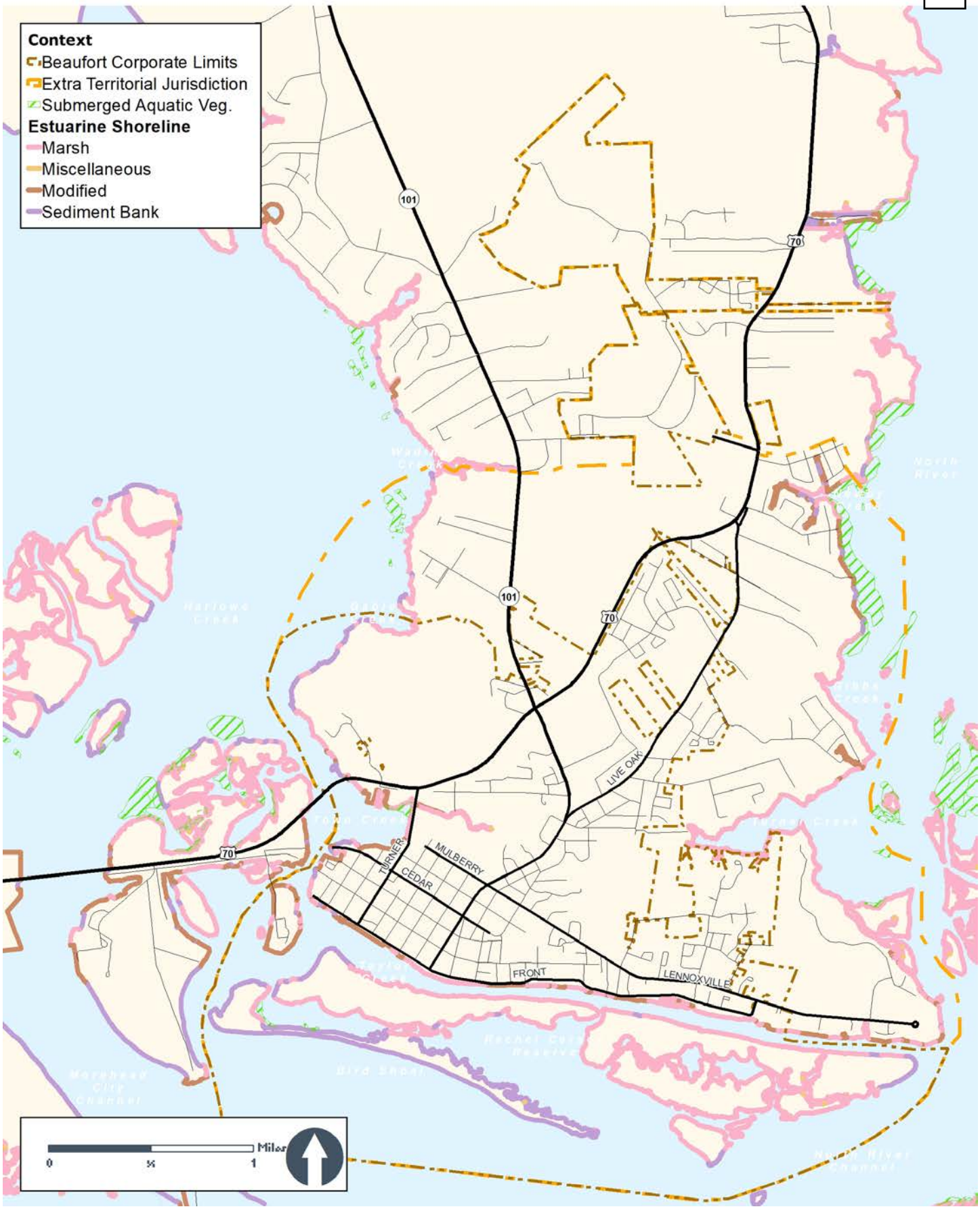
Estuarine shorelines include all lands within 75 feet of the normal high water level of estuarine waters. This includes all lands within 30 feet of the normal high water level of public trust waters located inland of the dividing line between coastal fishing waters and inland fishing waters. Public trust areas are the coastal waters and submerged lands that every North Carolinian has the right to use for activities such as boating, swimming, or fishing. Public trust shorelines are non-ocean shorelines immediately contiguous to public trust areas and extending from the normal high-water level or normal water level along the estuarine waters, estuaries, sounds, bays, fresh and brackish waters and public areas up to 30 feet inland *(15A NCAC 07H 0209)*. The estuarine and public trust shorelines for Beaufort include: Newport River, North River, and Taylor Creek, and associated water bodies.

Areas of Environmental Concern literally encompass the entire Town. The shorelines of Newport River, North River, and Taylor Creek and their estuarine waters and salt marshes make up the majority of the AECs in Beaufort. The estuarine shoreline considered to be an AEC in the Beaufort area includes all shorelands within 75 feet landward of the mean high-water level, or normal water level of the estuarine waters. All of these areas are subject to stricter regulations controlling development to limit damage to estuarine resources.

Shoreline Modification

The most recent full dataset available, although dated, indicates that the Town of Beaufort has seen an increase in modified shorelines of a little over 5% in just two years. As sea levels continue to rise, additional shorelines will likely be converted in an attempt to prevent localized erosion and prevent loss of structures. Converting natural habitat to modified shoreline lowers quality habitat. Hardened shorelines decrease fishery habitats and biodiversity, structures like bulkheads prevent natural marsh migration and may create seaward erosion *(NOAA)*. Shoreline calculations from two years are shown in the table below.

Estuarine Shoreline and Submerged Aquatic Vegetation



Shoreline around the Town is more modified in more urban areas.

Modified Estuarine Shoreline		
2010	2012	% increase in modified shoreline
27,655 linear feet	29,213 linear feet	**+5.6%**

Within the Town, there are three broad classifications of Estuarine Shoreline along the estuarine shorelines of Taylor Creek, North River, and Newport River including:

- Marsh
- Modified (usually bulkheads or seawalls)
- Sediment Bank (sediment deposited by floodwaters)

Priority Habitat and Species of Concern

-contributed by Kacy Cook, Land Conservation Biologist, NC Wildlife Resources Commission.

NOTE: For a full description of these habitats please refer to the current edition of the NC Natural Heritage Program in the Classification of the Natural Communities of North Carolina. Habitats found only on the Rachel Carson Reserve are not included.

Maritime forest

The natural dynamic state of this habitat has been all but eradicated across its historic, exclusively coastal range. As such even fragments are important to a variety of declining coastal wildlife species and should be conserved. All forests immediately adjacent to sounds and the coast are essential to the survival of migrant birds as stop-over areas during migration. The NC Wildlife Action Plan describes the habitat as follows. "Canopies are dominated by live oak, sand laurel oak, and loblolly pine. Understories are typified by shrubby woody growth, vines are important and common and the herb layer is sparse (Schafale and Weakley 1990). Sites that have been recently logged often are dominated by loblolly pine, and storm disturbance produces canopy gaps. These communities apparently burned historically at irregular intervals and understories have become denser, although natural fire was probably less frequent than in mainland forests (Schafale and Weakley 1990)." Maritime forest types differ in their degree of canopy height, open grassy area, soil hydrology (wetland and upland types), and salt tolerance. They occur naturally occur on the landward side of dunes or estuary marshes, the second plant community in succession, between the dune system or marsh and pine and wetland forests. This habitat includes all types of maritime forests as described by the NC Natural Heritage Program in the Classification of the Natural

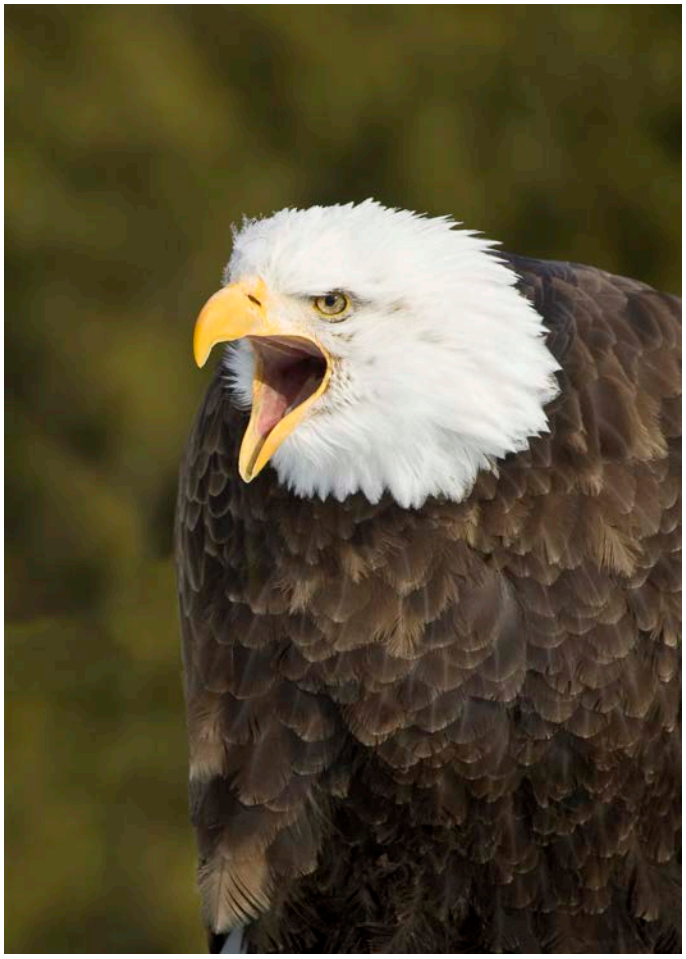
Marsh boardwalk in a maritime forest. Source: C. Damgen.

Environmentally Fragile Areas

The Reserve and other coastal habitats demonstrate high environmental value.

Communities of North Carolina. Canopies of maritime forests can be dominated by live oak, sand laurel oak, loblolly pine, beech, American holly or hickory. The understory is often dominated by dense shrubs and vines. Any forests or shrublands along the coast or islands meeting this description will be considered maritime forest. Painted buntings are currently documented in Beaufort and in NC are found almost exclusively in and near maritime shrub and forest habitats. They do not occur usually more than five miles from the coast in NC for this reason and their population abundance has declined by over 75 percent in the last fifty years due to habitat loss. These birds rely on these habitats and the plant species found in them to find sufficient food. They can use other nearby natural areas and even backyards that have native maritime shrub / forest plant species, however this leads to traveling much farther to find sufficient resources, which subjects them to more threats.

Painted bunting. Source: NPS.



Bald eagle. Source: NCWRC.

Conservation measures

Identify any areas of this habitat during the rezoning and development application process. At least offer an incentive, such as a density bonus, for developers to conserve these habitats, even fragments. It is optimal to avoid all impacts to this habitat. If development impacts will occur, the NCWRC recommends setting aside at least five acres as natural open space to conserve some habitat for painted buntings and other priority species. Any opportunities to acquire for conservation and / or encourage restoration of this habitat are highly recommended. To offer food sources and nesting areas for painted buntings,

throughout Beaufort encourage planting of dense maritime shrub and tree species including live oak and wax myrtle as well as plantings of native coastal grasses and sedges. Discourage outdoor and feral cats as these are a significant source of wildlife mortality.

Estuarine Communities

Beaufort lies along the shores of the Albemarle-Pamlico Estuary and is in the White Oak River Basin. The estuarine habitats in and around Beaufort include salt marsh, brackish marsh, salt flat, sand flat, mud flats, algal mats, salt scrub, estuarine island communities, submerged aquatic vegetation and the sound. Estuarine communities provide important habitat for high priority wildlife Species of Greatest Conservation Need during some stage of their life cycle such as the following that are currently found in and around Beaufort: salt marsh sparrow, piping plover, Wilson's plover, American oystercatcher, black skimmer, gull-billed tern, bald eagle, sea turtles, and diamond-backed terrapins. Areas of marsh that remain above the highest tide water level are essential for nesting diamondback terrapins and rail (bird) species so that their eggs are not drowned. Estuarine islands can be either natural or created by dredged material. These sites are particularly important for nesting terns, skimmers, pelicans, wading birds, and American oystercatchers. Dredged material islands are not only usually devoid of mammalian predators, but usually have the added advantage of being high enough in elevation that ground nesting birds do not lose their nests during high tides.

The NC Wildlife Action Plan (2015) describes these priority habitats as follows. "Marsh habitats usually develop on the mainland side of the barrier islands after sand is deposited during storm events. They also develop on the mainland side of the sounds and in the lower reaches of our rivers as sea level rise, salt intrusion, or storms kill

Black skimmer.
Source: Andrea Westmoreland.

American Oystercatcher.
Source: NCWRC.

forested or shrub-scrub habitats. Salt marsh communities are often strongly dominated by saltmarsh cordgrass, while brackish marsh is dominated by black needlerush (Schafale and Weakley 1990). Vegetation may include salt meadow cordgrass, glasswort, saw grass, marsh elder, and wax myrtle, as determined by the salinity level of the water. Sand flats and mud flats are often created and maintained near inlets as flood tide or ebb tide deltas. These are very dynamic systems and can appear and disappear with each storm event, although most persist for 10-20 years at a time barring major dredging activities. Salt flats and algal mats are either found as shoals within the sounds or on very low stretches of the barrier beaches. These sites are particularly important for foraging shorebirds. Salt marsh and brackish marsh habitats are important habitat year round for a variety of rails, bitterns, wading birds and marsh sparrows, several of which are species of conservation concern according to Partners in Flight (Hunter et al. 2000, Pashley et al. 2000, Rich et al. 2004 and Johns 2004)."

Submerged aquatic vegetation is the main food source for the West Indian Manatee found in the water around Beaufort. It also houses and offers critical forage for sea turtles, coastal birds, and of course all life in the sound, especially for bay scallops, shrimp, hard clams, blue crabs, sea trout, gag grouper, and flounder.

Black necked stilt. Source: NCWRC.

Conservation measures

These habitats have been impacted so much to date and are highly threatened by sea level rise that it is recommended to avoid all impacts such as unnatural sedimentation, hardened structures, and docks, and to allow migration of the dynamic habitats further inland or northward. Allowing estuarine community migration will vastly increase protection of property from sea level rise and storms. Without these habitats to act as barriers to wave action, property will be lost. It is essential for the survival of coastal wildlife to reduce disturbance from people, require dogs to be on leash, and provide detailed signage. Protection of water quality is also essential and can be accomplished by retrofitting and using Low Impact Development techniques to treat stormwater, and reducing use of outboard motors, especially in shallow areas. Outboard motors are a primary source of mortality for manatees and Submerged Aquatic Vegetation.

References:

- Möller, I., Kudella, M., Rupprecht, F., Spencer, T., Paul, M., van, W. B. K., Wolters, G., et al. (2014). Wave attenuation over coastal salt marshes under storm surge conditions. Nature Geoscience, 7 727-731. https://doi.org/10.1038/ngeo2251
- North Carolina Natural Heritage Program (Schafale, M.). 2012. Guide to the Classification of the Natural Communities of North Carolina (4th Approximation). https://www.ncnhp.org/publications/natural-heritage-program-publications
- North Carolina Wildlife Resources Commission. 2015. North Carolina Wildlife Action Plan. Raleigh, NC.
- Schafale MP, Weakley AS. 1990. Classification of the natural communities of North Carolina, third approximation. Raleigh (NC): NC Department of Environment and Natural Resources, Natural Heritage Program. http://portal.ncdenr.org/c/document_library/get_file?uuid=e4d28c3d-6f-4b83-8b8b-8c0c1afdea8d&groupId=61587.

Please Note: These comments are intended to assist developers and decision makers to proactively minimize adverse impacts to wildlife resources. Although following these measures may help development projects meet requirements of applicable environmental permits, these comments are not regulatory in nature, and do not represent all measures needed to meet requirements of environmental permits, where required for development. These comments may also not address all concerns of the NCWRC regarding this plan.

Parks and Open Space

Public Water Access and Overlook Locations

Currently there are six public water access sites located within Beaufort's jurisdiction. These include:

- Topsail Marine Park at S. Orange Street
- Curtis Perry Park at the eastern end of Front Street (overlook and water access)
- Derwoods Landing at W. Broad Street
- Fisherman's Park at S. Gordon Street
- Grayden Paul Park at the intersection of Pollock Street with Front Street just east of the downtown area
- West Beaufort at W. Beaufort Rd.

Parks

The Town of Beaufort operates nine park facilities used for recreational and tourism purposes. These include Curtis Perry Park, Fisherman's Park, Grayden Paul Park, John Newton Park, Lynn Eury Park, Randolph Johnson Memorial Park, and Topsail Marine Park. The Town also operates basketball and tennis courts at the intersections of Cedar, Carteret, and Hedrick Streets.

Additional recreational facility improvements are planned for Cedar Street Park, a passive park at the site of former Gallant's Channel drawbridge landing area begun in early 2022 once the property is secured from NCDOT. The Cedar Street Park is funded through a capital project fund established by a $2-million grant from a private foundation. Town Staff will apply for additional grants to supplement existing funding for construction of additional park elements for Cedar Street Park *(Town of Beaufort)*.

Greenways and Trails

The East Coast Greenway is a walking and biking route that stretches 3,000 miles from Maine to Florida. It runs along NC 101, 3rd Street, Carteret Avenue, Cedar Street, Fulford Street, Front Street, Turner Street, and exits Beaufort on Arendell Street.

The Town has pursued the implementation of its Bicycle and Pedestrian Plan (2018) by dedicating two cents of the property tax levy toward road resurfacing, and committing additional property tax revenues to service the debt on $6 million in loans for street improvements. In 2020, a 15-year loan was procured to fund $3.8 million in street and pedestrian improvements, contracts were awarded, and work began. This includes resurfacing of 3.2 centerline miles in length and 3.4 miles of new sidewalk construction.

One of the Town's waterfront parks.

Rachel Carson Reserve

The Rachel Carson Estuarine Research Reserve is part of the North Carolina National Estuarine Reserve system, which is a collection of coastal regions that have been preserved and protected to safeguard the wide variety of wildlife that these regions support. It is the most significant natural heritage area within Beaufort. The Rachel Carson Reserve includes a collection of islands, salt marshes, and surrounding water, and encompasses a total area of 2,315 acres. The complex of islands includes Carrot Island, Town Marsh, Middle Marsh, Bird Shoal, and Horse Island, and the entire site was completely acquired by the North Carolina National Estuarine Research Reserve system in 1989.

The reserve is situated close to Downtown Beaufort directly across Taylor's Creek, and is in between the mouths of the Newport and North Rivers, with the Back Sound serving as its southern watery border. As a result of this geography, the estuaries and islands that comprise the reserve are heavily affected by river, tide, and inlet dynamics, with some areas becoming water-logged and soggy with every incoming or outgoing tide.

The result of this unique system of water flowing to and surrounding the Rachel Carson Reserve is a mix of fresh and salt waters that in turn allows a wide variety of marine life to thrive. Juvenile fish and invertebrates can be found in the marshes and just offshore, while the local mammals can include everything from gray foxes and otters to the famed wild horses.

An array of habitats can be found within the reserve as well, which includes

Wild horses of Rachel Carson Reserve

tidal flats, salt marshes, ocean beach, sand dunes, shrub thickets, submerged aquatic vegetation, and maritime forest. As a result, countless birds, mammals, reptiles, and fish species carve out a home on the desolate islands and can be admired by virtually any visitor who can make the trek to the isolated series of islands *(Town of Beaufort)*.

Shackleford Banks

Shackleford Banks is located outside of Beaufort's jurisdiction but serves as a barrier island which helps protect the coastal community from extreme weather. The Shackleford Banks is an 8-mile long barrier island system located south of Beaufort and Harkers Island, having lost length with the widening of Beaufort Inlet. The Banks are part of three components of the fifty-six mile long Cape Lookout National Seashore.

The island is undeveloped and serves as a popular tourist attraction. A number of ferry services depart form Downtown Beaufort to Shackleford Banks.

Barrier islands like this are beneficial because they absorb wave energy before hitting the mainland. This generally means smaller storm surge and less flooding. Barrier islands are disappearing at an alarming rate, these barrier islands not only provide beneficial habitat for the ecosystem but help protect the mainland. They serve as ecosystems for fish, plants, animals, help improve water quality, and improve local economies, all while protecting communities *(NC DEQ & NOAA)*.

Rachel Carson Reserve

Historic, Cultural, & Scenic Areas

North Carolina's third oldest town, Beaufort is rich in maritime culture and history. Originally a fishing village and port of safety dating from the late 1600's, Beaufort is encompassed by Bahamian and West Indian style homes and public buildings *(Beaufort Historical Association)*.

Archaeological Resources

Significant coastal archaeological resources include, site number 31CR314 the underwater archaeological site of *Queen Anne's Revenge*, former slave ship *La Concorde* captured by Blackbeard and abandoned at sea in 1718 and rediscovered almost 300 years later by Intersal in 1996 by magnetometer surveys and diver assessments. Artifacts from the ship are at the North Carolina Maritime Museum located in downtown Beaufort. The Rachel Carson Reserve is listed with the boundary of the National Register of Historic Places due to its aesthetic character and potential for archaeological resources.

Historic District and Individual National Register Listings

The Beaufort Historic District consists of 18th and 19th century architectural styles, including Greek Revival, Gothic Revival, and Queen Anne influenced buildings. There are roughly 16 contributing buildings in the Beaufort Historic District that are listed on the National Register of Historic Places. In addition to the Beaufort Historic District, the following structures are listed on the National Register of Historic Places. Some noteworthy structures are:

- Carteret County Home, NC 101
- Duncan House, 105 Front St
- Gibbs House, 903 Front Street
- Jacob Henry House, 229 Front Street
- Old Burying Ground, Ann Street

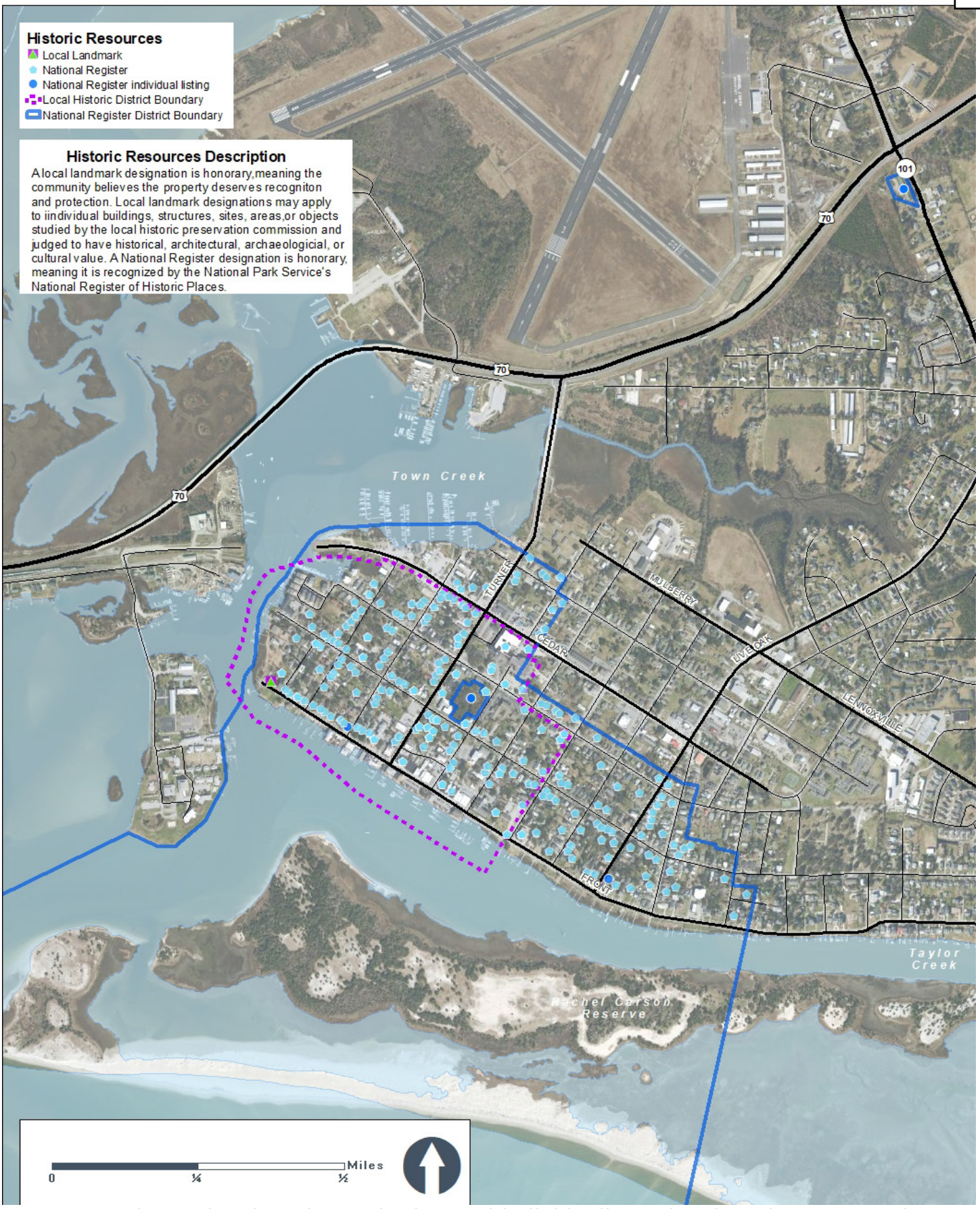
The Duncan House is individually listed on the National Register and has statewide significance.

Within the National Register District boundaries is the Local Historic District which is under the purview and protection of the Beaufort Historic Preservation Commission. The Beaufort Historic Preservation Commission is composed of seven Beaufort residents and has adopted standards to promote, enhance, and preserve the historic and architectural character of the local historic district. These boundaries can be viewed on the historic resources map.

(Sources: Report from John P. Wood, SHPO, Beaufort Historical Association, United States Department of the Interior National Park Service, National Register of Historic Places-Nomination Form for Beaufort Historic District, North Carolina Department of Cultural Resources, and NC Underwater Archaeology Branch).

Historic Site marker

Historic Resources and Historic District Boundaries



The National Register District and individually National Register properties are outlined in blue on the map.

Transportation Systems

The Town of Beaufort maintains about 20 miles of streets within its corporate limits. Major thoroughfares and other streets outside of the town limits are maintained by the North Carolina Department of Transportation (NCDOT). The state is also responsible for maintaining all bridges in the area. Existing and proposed streets are delineated on the Future Roads and Improvements map.

Proposed Major Highway Improvements

Transportation improvement projects, as determined by NCDOT, are cataloged in the *2020-2029 State Transportation Improvement Program.* This ten year state and federal mandated plan identifies the construction funding for and scheduling of transportation projects throughout the state.

Proposed projects included in the *2020-2029 State Transportation Improvement Program* that are not in progress yet include:

- R-5962 Rural Project, roundabout Construction on US 70 (Live Oak Street), with a projected cost of $5.3 million dollars.
- R-5946 Rural Project, upgrade the intersection on Lennoxville Road, .5 mile length at a projected cost of $7.8 million dollars.
- U-6058 Urban Project, construction of one lane roundabout on NC 101 at a projected cost of $4.1 million dollars.
- R-5945 NC 101 to State Route 1429 (Olga Road), 2.1 miles in length of access management, at a projected cost of $56 million dollars.
- R-4746, 8.9 miles in length of roadway upgrades on State Route 1429 (Olga Road) to State Route 1350 (Whitehurst Road) at a projected cost of $19.4 million dollars.
- W-5802A, State Route 1493 (Live Oak Street) at Campen Road, revise traffic signal, install pedestrian crossing with signal heads, and sidewalk upgrades at a projected cost of $995,000.
- AV-5746, a full parallel taxiway at Michael J. Smith Field at a projected cost of $2.6 million dollars.

Major Streets with Capacity Deficiencies

The *Carteret County Comprehensive Transportation Plan* identified NC 101, US 70, Cedar Street, and Live Oak Street as having capacity deficiencies in 2014. The following streets have projected 2040 traffic volumes that will be near or exceed practical capacities:

- NC 101
- US 70
- Cedar Street
- Live Oak Street

Traffic Volumes

The heaviest traffic volumes are on the Us 70, Hwy 101, and Live Oak Street. These range from 10,000 - 15,500 average trips per day in 2020.

Future Roads and Improvements

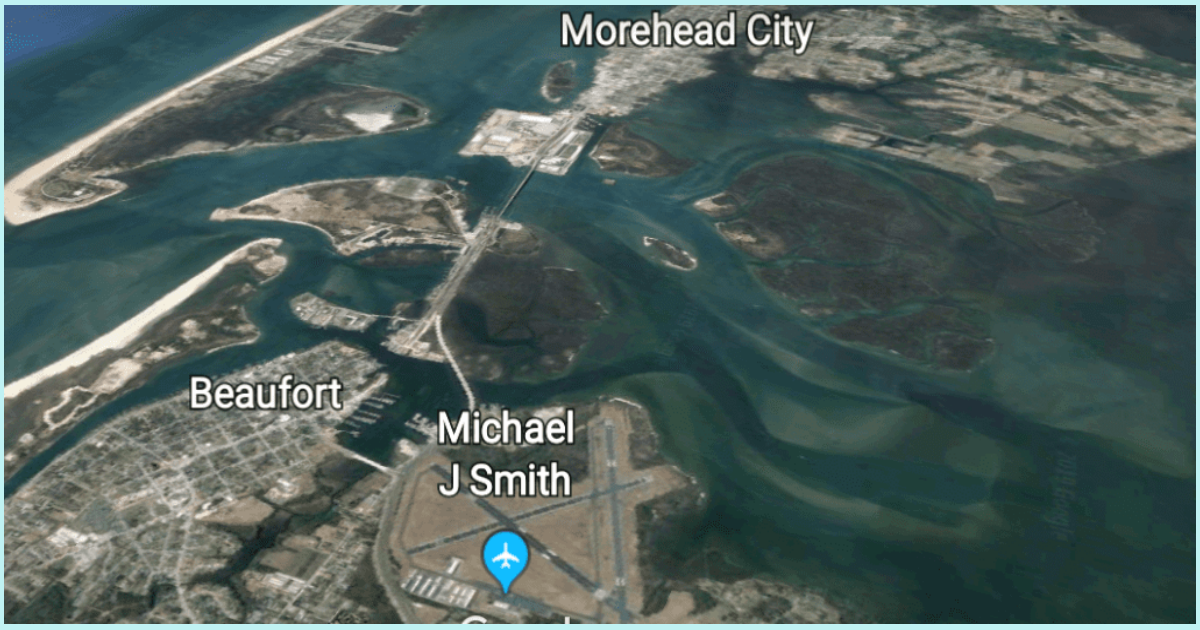
The recent improvements to US 70, including the new bridge, will be followed with intersection improvements along Live Oak Street (Old Hwy 70).

Air Transportation

Commercial air service to Beaufort is available through Coastal Carolina Regional in New Bern. The Michael J. Smith Field owned and operated by Carteret County-Beaufort Airport Authority in Beaufort offers hangar rentals and ground leases for privately constructed hangars. Taxiway 8-26 is currently under construction.

Discussions in the past have explored the potential for extending the runway to accommodate larger aircraft. Currently that project is not funded in the state's Transportation Improvement Plan. If the runway is extended it will likely also involve a realignment of Hwy 101. If these events occur, it may be necessary to revisit the future land use plan for the area.

Entrance to the airport.



Airport location.

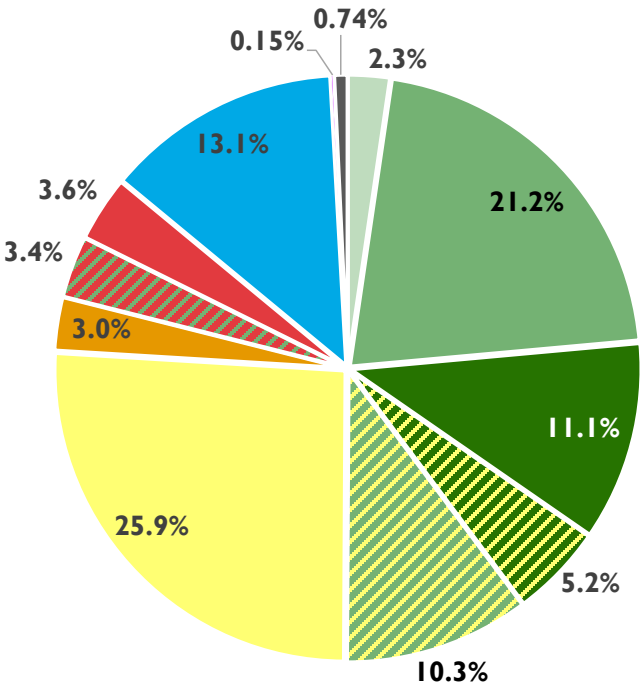
Existing Land Use & Development

Existing Land Use Designations

The Existing Land Use Map assigns a color designation to each property within Beaufort's ETJ. These designations were assigned based on a staff survey of existing land use descriptions, use codes, planned developments, and existing structures, which was then cross checked by the Town staff. These designations are described here.

Agricultural

Agricultural lands include properties that are currently in use for crop or timber farming. This is one of the smaller portions of the land use for the Town of Beaufort at over **2%** of the area.



Vacant

Vacant include properties that previously had a structure that has since been demolished, are cleared fields, or are predominately forested land that is neither government owned nor described has marshland. This makes up the largest land area of Beaufort at **36%** of the total acreage within the ETJ.

Parks, Open Space, and Conservation

This includes described cemeteries, marshlands, islands in and surrounding the Reserve, local parks and recreational sites open to the public, and government owned parcels with conservation descriptions. This is about **17%** of the total acreage.

Golf Course

This designation consists of the golf course within Beaufort's ETJ limits. This was separated out from open space and conservation lands due to the association with detached residential development. The golf course takes up a little over **5%** of the Town area.

- Agricultural
- Vacant
- Parks, Open Space, and Conservation
- Golf Course
- Pending Residential
- Detached Residential
- Attached Residential
- Probable Development
- Commercial, Office, Service, Mixed Use
- Institutional, Government
- Industrial
- Utilities

Pending Residential

These currently vacant or already subdivided parcels are future occupied residential areas. Designated future expansion areas of existing neighborhoods and subsequent phases of new communities are included in this designation. Pending residential areas make up about **10%** of the Town's existing land use.

Detached Residential

Detached residential includes all residential parcels wherein homes are detached, freestanding structures. This includes mobile homes, manufactured housing, and traditionally constructed single-family homes with no shared walls. Townhomes with no shared walls are included in this category. This makes no distinction between renter or owner-occupied homes.

This category also includes the neighborhood specific open and park spaces that would typically not be available for public use. This is the second most prevalent land use with **25%** of Beaufort's land area being used for detached residential housing.

Attached Residential

Attached residential is defined here as all structures designed for living occupancy that house two or more units that are separated one or more shared walls. This includes multifamily structures and parcels with use descriptions such as apartment buildings, townhomes with shared walls, condominiums, duplex, triplex, and quadplex structures. This makes no distinction between renter or owner-occupied homes.

This category also includes the neighborhood specific open and park spaces that would typically not be available for public use. This occupies **3%** of the ETJ acreage.

Probable Development

This designation represents properties that are currently in flux. These are parcels that have a high likelihood of redeveloping or developing from vacant into non-residential uses or mixed uses. This could be new commercial and/or employment centers or businesses. This represents about **3.4%** of the Town area.

Commercial, Office, Service, Mixed Use

Commercial land use designation was applied to any property where commerce such as service, retail, sales, or office work is the primary use. This includes hotels, stores, medical offices, marinas, boat slips, and small office buildings. This is less than **4%** of the total acreage.

Institutional, Government

Institutional and Government land uses were defined to include government offices, churches and other places of worship, public or private schools, civic institutions, and public facilities. This also includes the local airport, local research facilities, town owned parks, and town owned utility access sites.

Government owned property that is not used for residential housing, agriculture, or conservation of natural environment was not included within this designation. Around **13%** of the total acreage falls under this category.

Industrial

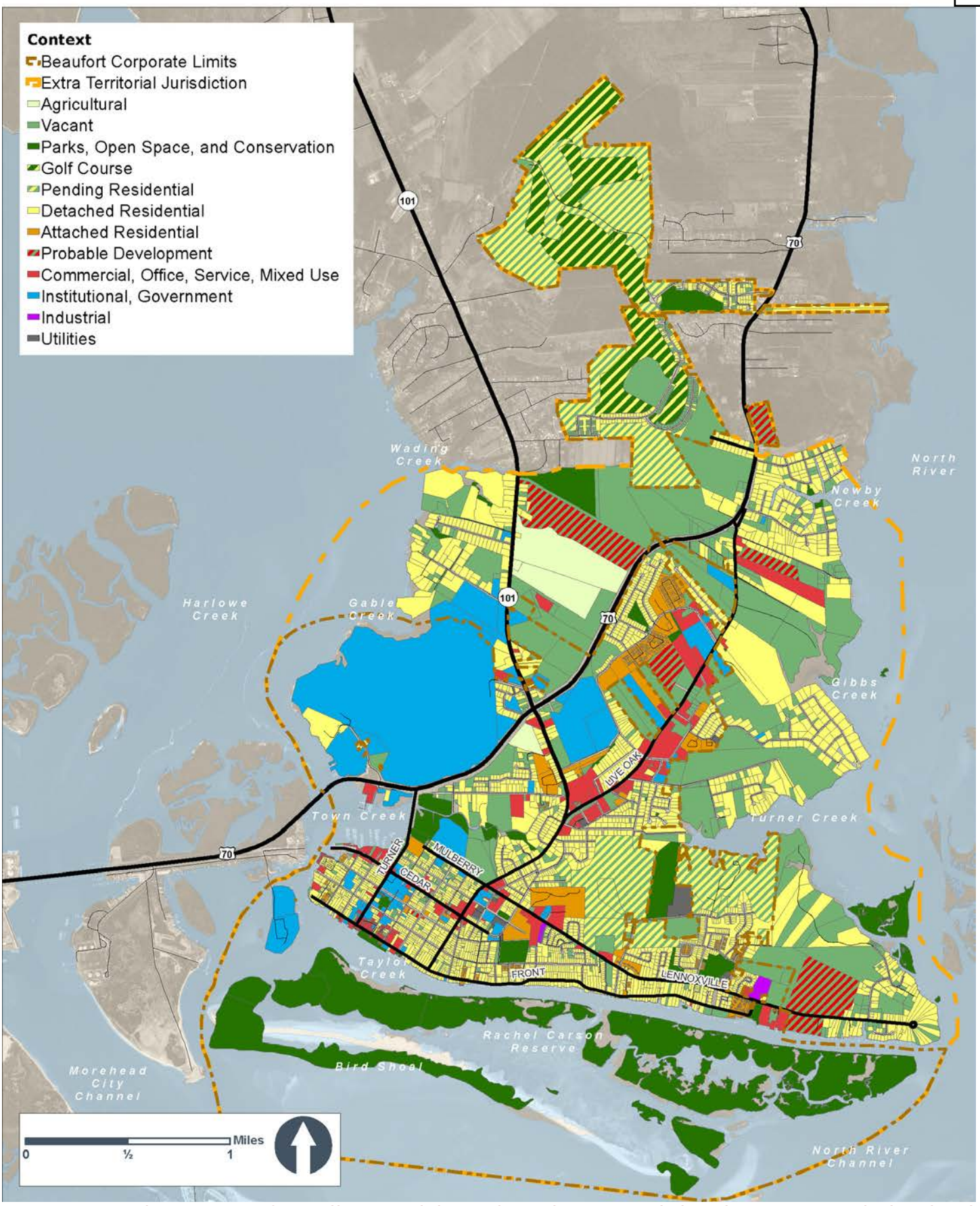
Industrial designation includes all properties where industrial manufacturing or processing occurs. This does not include the former Atlantic Veneer property.

Utilities

This designation applies to the major utility sites that serve the Town of Beaufort. This includes the Wastewater Treatment plant, properties owned by utility companies, properties with significant utility structures like substations and water towers. This makes up less than *one percent* of the total acreage.

Land Use by Percent of Total Acreage	Acres	%
Agricultural	103.52	2.32%
Vacant	946.62	21.2%
Parks, Open Space, and Conservation	493.65	11.1%
Golf Course	230.26	5.2%
Pending Residential	458.50	10.3%
Detached Residential	1,153.66	25.9%
Attached Residential	132.03	3.0%
Probable Development	152.70	3.4%
Commercial, Office, Service, Mixed Use	162.31	3.6%
Institutional, Government	584.66	13.1%
Industrial	6.71	0.2%
Utilities	32.88	0.7%
Total	**4,457.50**	**100%**

Existing Land Use Map



Due to the nature of pending, anticipated, and approved developments, existing land use in the Town is in a state of flux.

5

Community Values, Vision, and Goals

Community Vision

Based on what the project team heard during public engagement, the Beaufort community has many values. Beaufort residents value the Town's character while focusing on improvement of existing infrastructure, preservation of the natural and built environment, managing growth, and housing affordability. Beaufort residents also feel that economic growth, more recreational opportunities, equity and inclusion, tourism, public health, and controlling short term rentals are important.

The eight goals in the following pages exemplify the values and standards the community would like to prioritize during the duration of this plan.

Community Goals

Purpose:

The Beaufort CAMA Land Use Plan is a comprehensive planning document that establishes a high-level vision, goals and objectives for the community. It serves as a long-range policy tool to guide Town decisions regarding environmental concerns, housing, land use, recreation, town services, transportation, and economic development.

The adoption of this plan will fulfill the requirement of the Coastal Area Management Act and implement the new requirements of North Carolina General Statue 160D-501, which requires any North Carolina community to have an adopted "comprehensive plan" in order to apply zoning regulations.

The plan is based on community feedback and captures a vision of the Town created by its residents, boards and staff. When Town staff and appointed or elected boards are making development and budget decisions, they will analyze how those decisions will or will not support the vision, goals and policies in this plan.

Over time, this planning document is meant to be implemented incrementally through actions of the Town, its partners, members of non-profit organizations and private businesses/landowners. The plan is also meant to be regularly analyzed to account for new development, future conditions, as well as changes in conditions or market trends.

How to Use This Section:

This section is organized by goals which were formed through the community engagement process of this plan and reflect the desired community outcomes. These goals reflect desired outcomes as a result of implementing this plan. Within each goal, objectives, policies, and actions are enumerated that will guide the Town toward achieving the goals for the lifespan of this plan.

This section can be read as follows:

1 Goal – a desired outcome to be achieved over the lifespan of this plan.

1.1 Objective – More specific than goals, these are measurable outcomes of different elements that contribute toward a goal.

1.1.1 Policy – A principle or guideline that will be used for making a variety of local decisions designed to accomplish the goals and objectives. These policies guide the Board of Commissioners, Planning Board, and town staff.

1.1.1.1 Action – Specific actions and activities to implement and advance the plan's policies.

Regarding the Coastal Area Management Act

The Coastal Resources Commission (CRC) outlines five Land Use Plan Management Topics that must be addressed in a Coastal Area Management Act (CAMA) land use plan. They include: Public Access, Land Use Compatibility, Infrastructure Carrying Capacity, Natural Hazard Areas, and Water Quality.

A CAMA-compliant comprehensive land use plan must address these management topics to ensure that plans support the goals of the CRC. Each required management topic includes a Management Goal and a Planning Objective, which are specified in the North Carolina State Statutes governing land use planning in coastal communities, followed by recommendations for future action. Some recommendations may align with more than one management topic.

A CAMA land use plan also affords the opportunity for a community to address areas or issues of local concern, which may be asset-based, programmatic, regulatory, geographic, or otherwise. These issues were identified during the plan development process and are included herein. The issues do not necessarily align with the exact CAMA management topic structure, but are still locally important. These recommendations are not required to have associated timelines for completion or implementation, although in some cases timelines may be provided. Not all of the recommendations contain specific action items, but that should not be perceived as any less a call to action. In addition, not all of the recommendations outlined herein are immediately ripe for implementation, and (as with the Future Land Use Map) local discretion and Town leadership will determine priorities and timelines. Policies that are not able to be implemented in the short-term will guide future development decisions, so that future development will bring the reality of the Town closer to its vision.

GOALS

The eight goals of the plan area shown below and detailed with each of their own objectives, policies, and actions throughout the rest of Chapter 5.

Goal 1: Environmental Protection

Goal 2: Resiliency

Goal 3: Housing

Goal 4: Infrastructure

Goal 5: Economic Development

Goal 6: Transportation

Goal 7: Town Character

Goal 8: Diversity and Inclusion

GOAL 1: Environmental Protection

Protect, preserve, and restore our shorelines, sensitive habitats, and waterways.

Introduction

Beaufort's past, present, and future have all benefited from the area's rich natural resources. As the Town continues to grow, pollution, tourism, and recreation threaten the waterways, forests, and wetlands. Of these, the Rachel Carson Reserve is of great importance. The Town should work with Reserve stewards to continue to protect this pristine land. The public should be educated on how their individual actions affect the natural environment, and how they can protect it by making smart decisions around recreation and plastic use. Recommendations also endorse partnerships, because just as the residents of Beaufort are not the only beneficiaries of its resources, they are not the only stewards either, and partnerships can help multiply conservation efforts.

Objective 1.1: Protect and improve water quality in the creeks, wetlands, and waterways in and around Beaufort.

Success in this objective can be measured by a reduction in the shellfish closure areas and number of swimming advisories issued for the waterways.

Policy 1.1.1: Reduce and address non-point source pollution.

Action 1.1.1.1: Explore and utilize Low Impact Development (LID) strategies and on-site storage for stormwater management. For high intensity areas, like downtown, a regional stormwater approach should be considered.

Action 1.1.1.2: Implement Watershed Restoration Plan actions. (https://www.beaufortnc.org/publicworks/page/beaufort-watershed-restoration-plan)

Action 1.1.1.3: Work with local researchers to continually monitor water quality in creeks and North River.

Action 1.1.1.4: Outreach initiative focused on minimized use and release of residential pollutants such as fertilizers, pesticides, herbicides, soaps, paints, oils, etc.

Action 1.1.1.5: Encourage reduction of impervious surface cover and increased use of permeable surfaces in new development and reconstruction

Marsh boardwalk in a maritime forest. Source: C. Damgen.

Low-Impact Development and Green Infrastructure

Low-impact development and green infrastructure are environmentally-sensitive approachs to managing development stormwater runoff, and shoreline stabilization. Examples include: rain gardens, stormwater bioretention cells, living shorelines, green roofs, rain barrels, stormwater planters, permeable pavement, disconnected impervious surfaces, stormwater bumpouts, and grassed swales.

or redevelopment.

Action 1.1.1.6: Enhance standards for implementation of Low Impact Development, green infrastructure, and water quality measures in sites. Tie requirements to impervious surface percentages in sites, in which larger percentages of impervious surface must provide increased amounts of stormwater management and green infrastructure.

Action 1.1.1.7: Retrofit streets and other publicly-owned areas with new or improved stormwater control measures, in particular those that improve water quality.

Action 1.1.1.8: Consider expanding impervious surface restrictions and regulation to all zoning districts.

Policy 1.1.2: Protect and improve the health of vulnerable natural environments such as maritime forests and coastal marshes.

Action 1.1.2.1: Actively document marsh and maritime forest areas and loss. Identify restorable areas of each type.

Action 1.1.2.2: Identify areas for wetland/habitat restoration, partnering with local agencies, like NC Coastal Federation.

Action 1.1.2.3: Identify areas of terrestrial habitat that are irreplaceable or otherwise significant and to preserve those areas, possibly through partnerships with other agencies.

Action 1.1.2.4: Give enhanced priority to mature forests, and particularly maritime forests, in subdivision and site plan review when meeting preserved open space area requirements.

Action 1.1.2.5: Consider ordinance updates to prioritize protection of existing stands of mature maritime forest as land is developed.

Horses at Rachel Carson Reserve

Pine Knoll Shores: Tree Preservation and Protection

The Town of Pine Knoll Shores has a tree preservation ordinance that prohibits subdivision of land that has been timbered or clear-cut for 3 years. There are also standards requiring landscape plans and tree plantings that help maintain a lush urban tree canopy. This includes standards for preservation of heritage or specimen trees.

Action 1.1.2.6: Clearly identify areas where shoreline armoring will and will not be permitted, and where structures will have to relocate as shorelines erode. See Obj. 2.4 for for details.

Action 1.1.2.7: Encourage landowners to utilize living shorelines where appropriate.

Action 1.1.2.8: Enhance development standards to reduce environmental impacts (e.g., tree preservation ordinance).

Objective 1.2: Preserve, maintain, and enhance Rachel Carson Reserve (RCR).

Policy 1.2.1: Partner with NC DEQ and/or the RCR Local Advisory Committee to continue efforts to protect and enhance the Reserve, especially its habitat quality and storm mitigation features.

Action 1.2.1.1: Town administrative and/or planning staff should maintain an active presence on the RCR Local Advisory Committee.

Action 1.2.1.2: Participate in habitat resilience planning and restoration implementation and enhancement projects.

Policy 1.2.2: Educate the public about the ecological and storm protection benefits of the Reserve.

Policy 1.2.3: Continue to work with the RCR on addressing abandoned and derelict vessels to protect sensitive habitats.

- These vessels often damage large areas of shoreline when they are removed without using best management practices. This is most notable along areas of Taylor's Creek.

Objective 1.3: Minimize the impacts of tourism and active recreation on the natural environment.

- These natural environment include protected lands as well as undeveloped coastline, marshes, wooded areas, waterways and more.

Tourism Impacts

Tourism is a large part of Beaufort's economy; it generates a large amount of wealth and provides growth in the job sector through heritage tourism, ecotourism, and more. Along with the positive impacts, there are also negative impacts to take into consideration.

Tourism also can lead to environmental damage, including soil erosion, increased pollution, natural habitat loss, and negative impacts on protected species.

The promotion of ecotourism and heritage tourism draws in tourists that respect protected lands while providing additional funding to the area.

Policy 1.3.1: Mitigate the negative impacts of water and recreation access points in sensitive environmental areas.

Action 1.3.1.1: Educate tourists on their impacts by partnering with

realtor's and technical agencies to provide training (e.g., Coastal Training Program).

Policy 1.3.2: Partner with local watersports businesses to direct recreation away from sensitive environments.

Action 1.3.2.1: Provide educational materials for businesses on areas for recreation away from sensitive environmental areas.

Policy 1.3.3: Investigate the carrying capacity of local natural resources with regard to ecotourism and visitation.

Objective 1.4: Track shoreline and habitat change to minimize loss and inform potential habitat protection or restoration interventions.

Policy 1.4.1: Create an educational program to inform the public about the public rights to the estuarine habitat and public benefits (property values (even in-land), fisheries value, quality-of-life, etc.) and take a firm stance on not perpetuating further shoreline habitat degradation.

Action 1.4.1.1: Partner with local agencies, such as the Rachel Carson Reserve, to increase the effectiveness of these efforts.

- Based on those findings, evaluate policy options to address shoreline and habitat degradation.

Policy 1.4.2: Map shoreline habitat using best available science and designate where certain types of erosion control measures are likely to optimize protective benefits.

Action 1.4.2.1: Clearly designate where the least impactful intervention is needed and/or allowable including:

- First option: Natural shorelines only (natural processes: erosion control prohibited, managed retreat of structures)
- Second option: Living shorelines (moderately impactful: marsh building, off-shore oyster beds, plantings, etc.), and
- Last option: Hardened shorelines (most impactful and habitat destructive: Bulkheads, seawalls, rip rap, hardened shorelines, sills, etc.) should be utilized in only the most urban settings.

Action 1.4.2.2: Identify shoreline areas that are not of high or irreplaceable community value and communicate to those property owners that starting 10 years from adoption of this plan, repair or replacement of erosion control structures that are not living shorelines will be discouraged in favor of replacement with living shorelines.

- This will help begin restoring shoreline habitat that has been damaged by man-made erosion control structures (such as seawalls or bulkheads) and allow natural habitat to re-establish itself and enhance quality of life. It will likely also mean that some structures will need to be relocated to avoid coastal erosion.

Policy 1.4.3: Hardened shorelines should be utilized in only the most urban and/or high energy settings.

Action 1.4.3.1: Develop an Estuarine Shoreline Management Plan identifying areas most appropriate for hardened shorelines.

Action 1.4.3.2: Update relevant ordinances to include standards on shoreline stabilization.

North Carolina Coastal Federation Coastal Cleanups

The NC Coastal Federation seeks to involve the community in collecting marine debris to protect local wildlife and salt marshes. These cleanups are made possible through the help of local volunteers who want to protect the local wildlife, salt marshes, marine life, and waterways.

North Carolina Coastal Federation Coastal Cleanups
Source: NC Coastal Federation

Charleston Area Plastic Ban

Coastal communities around Charleston, South Carolina have adopted their own ordinances to address the presence of plastics on their beaches. Communities have prohibited the presence of single-use plastics at their beaches, while other have banned them completely from distribution. Beaufort can phase its restrictions, starting with plastic bags and expanding as the population adapts to restrictions.

Objective 1.5: Manage litter and water-related debris.

Policy 1.5.1: Enforce anti-littering ordinances and promote education on the impacts of trash on the natural environment.

Action 1.5.1.1: Increase signage in and around outdoor recreation areas that describe the problems caused by litter.

Action 1.5.1.2: Encourage voluntary certification program for businesses to generate less waste (e.g., NC Green Travel, Ocean Friendly Establishments).

Action 1.5.1.3: Provide waste reduction toolkits for businesses and households.

Action 1.5.1.4: Prohibit the sale of single use plastics in the Town.

- This would specifically include single use drink containers, straws, plastic utensils, and grocery bags.
- Food containers in grocery stores would be exempted.

Action 1.5.1.5: Recruit volunteer groups to install and manage bins for recycling.

Action 1.5.1.6: Equip water fountains with water bottle refill stations which can encourage adoption of reusable water bottles.

Did you know?

Nearly **164,000** pounds of debris, primarily associated with storm-damaged shoreline infrastructure, was removed from the Rachel Carson Reserve and along Taylor's Creek in 2020-21.

Source: Paula Gilikin, project manager for USDA-NRCS grant to remove storm debris from Brunswick north through Carteret Counties

Policy 1.5.2: Implement recommendations and steps from the North Carolina Marine Debris Action Plan.

Action 1.5.2.1: Launch a stewardship and signage program to engage neighborhoods, property owners, businesses, visitors, and institutions around debris prevention and cleanup.

Policy 1.5.3: Coordinate enhanced standards with neighboring municipalities and the County to further reduce potential litter and debris.

Policy 1.5.4: Continue to work on addressing and removing abandoned and derelict vessels in a timely fashion.

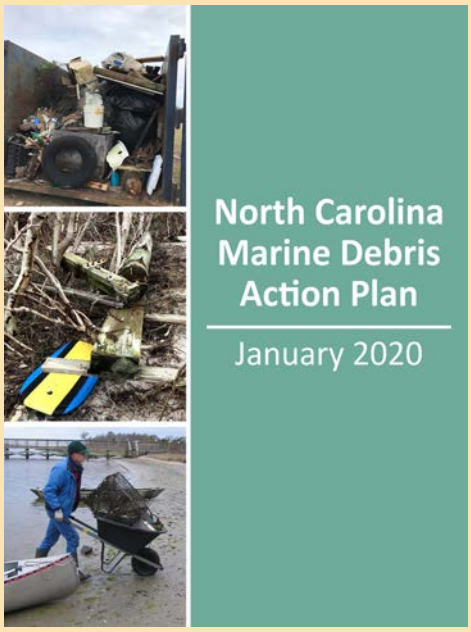
Policy 1.5.5: Conduct town-sponsored cleanup events, possibly in partnership with other agencies, such as the RCR, NC Coastal Federation, and/or dedicate maintenance staff to maritime cleanup.

Policy 1.5.6: Implement enhanced construction standards for docks and sea walls so that they have less chance of becoming marine debris after major storms.

Policy 1.5.7: Coordinate enhanced standards with neighboring municipalities and the County to further reduce potential debris.

Objective 1.6: Explore the potential to conserve working lands (agriculture, silviculture, ranch lands, etc.) through partnership with other agencies, such as land trusts or land conservancies, especially lands north of town on the North River and west of US 70.

- These conservation areas might also be opportunities for additional outdoor recreation spaces or water access and could help with storm buffering and mitigation of climate change impacts.



North Carolina Marine Debris Action Plan

The North Carolina Marine Debris Action Plan was completed in 2020 and the Town of Beaufort participated in the planning process. The full list of action items can be found in Appendix D of the Action Plan.

GOAL 2: Resiliency

Increase resiliency to natural hazards and climate change impacts for natural and built areas.

Introduction

In addition to protecting the natural environment, Beaufort must be proactive to protect its assets and people from the increasingly intense impacts of climate change. FEMA's National Risk Index puts Beaufort at a "Relatively Moderate" to "Relatively High" risk for coastal flooding. Storms are intensifying, bringing heavier winds, rain, and surges. Sunny day flooding from wind-driven and King Tide events are becoming more frequent. Sea level rise and erosion also pose increasing threats. Employing ideas in the Future Land Use Map and character areas is a good start, but resilience will also be built by the many smaller decisions made during individual capital and real estate development projects. Employing incremental strategies as construction happens, and directing that construction away from the most vulnerable areas, is a good foundation for building resiliency. Resiliency policies are also embedded throughout other areas of these recommendations, including in Goals 4 and 8.

Obj. 2.1: Reduce vulnerability by utilizing guidance from the Future Land Use Map (FLUM) to focus growth and public infrastructure investments away from flood-prone areas toward higher ground (see Non-Intensification Zone).

Policy 2.1.1: Keep zoning densities lower in vulnerable areas, using the Non-Intensification Zone, floodplains, and best available sea level rise projections as guidance.

Policy 2.1.2: Direct vulnerable land uses, including hospitals, age-restricted housing, group homes, and schools away from vulnerable areas and/or provide support to ensure they can sustain and recover more quickly from storms.

Defining Coastal Resilience

Coastal resilience in a community means that all members and systems within it can better withstand major events and long-term stressors in a way that helps meet larger community goals. Hazards include coastal and climate hazards such as, hurricanes, sea level rise, storm surge, tidal "sunny day" flooding, and erosion.

Policy 2.1.3: Relocate or place sensitive community infrastructure (critical public services and facilities, etc.) outside of vulnerable areas.

Policy 2.1.4: The Town's Board of Commissioners should consider downzoning undeveloped, unvested properties in the Non-Intensification Zone in order to communicate that these areas are not intended to accommodate high intensity development.

Obj. 2.2: Adapt to rising seas.

Policy 2.2.1: Manage retreat and contraction of public infrastructure and services away from high vulnerability areas.

Policy 2.2.2: Use current, best available sea level rise projections and environmental vulnerability knowledge when making public infrastructure investment decisions.

Policy 2.2.3: Direct public and private investment and capital improvement projects away from vulnerable areas and ensure any public investment in these areas is capable of surviving anticipated future conditions.

Policy 2.2.4: Mitigate tidal and storm surge flooding through structural improvements that prepare infrastructure for long-term resistance to environmental threats.

Action 2.2.4.1: Identify and map priority areas, such as at key locations along Front Street or Town Creek.

IIBHS Fortified Home Criteria

The Insurance Institute for Business & Home Safety created an above-code voluntary program called FORTIFIED Home, which contractors can be certified in. This program is designed to help individuals build, re-roof, or retrofit homes to protect against severe weather, and offers a commercial property program as well. The FORTIFIED roof requirements include specific material and installation methods for stronger edges, sealed roof decks, better attachment, and impact-resistant shingles in hail-prone areas. Homeowners receive discounts based on the level of IIBHS methods that are implemented.

Florida Building Code

The State of Florida has the highest chance of hurricane landfall and is often on the receiving end of around 40% of all US hurricanes in a typical year. Communities in Florida have a vested interest in ensuring construction standards are adapted to modern hurricanes, particularly with the frequency and intensity of storms increasing due to climate change.

As such, the Florida Building Code has been regularly updated every three years since 2001, with the 7th edition being released in 2020. It is widely recognized as having some of the most stringent standards in storm resilient building construction (for both new builds and retrofits) in the country, while still based on the International Building Code (IBC) that is used in the US. Many states reference FBC standards or developed their own requirements using the FBC as a framework.

The Town of Beaufort could utilize this resource when making updates to local construction standards.

Action 2.2.4.2: Identify vulnerable roads, water, sewer, and stormwater pipes, electric facilities, and other public infrastructure and elevate/armor against rising seas.

Obj. 2.3: Protect against future storm damage.

Policy 2.3.1: Increase storm-safe construction standards, utilizing the most up-to-date code language by industry leaders, such as the Florida Building Code or the IBHS FORTIFIED Home criteria.

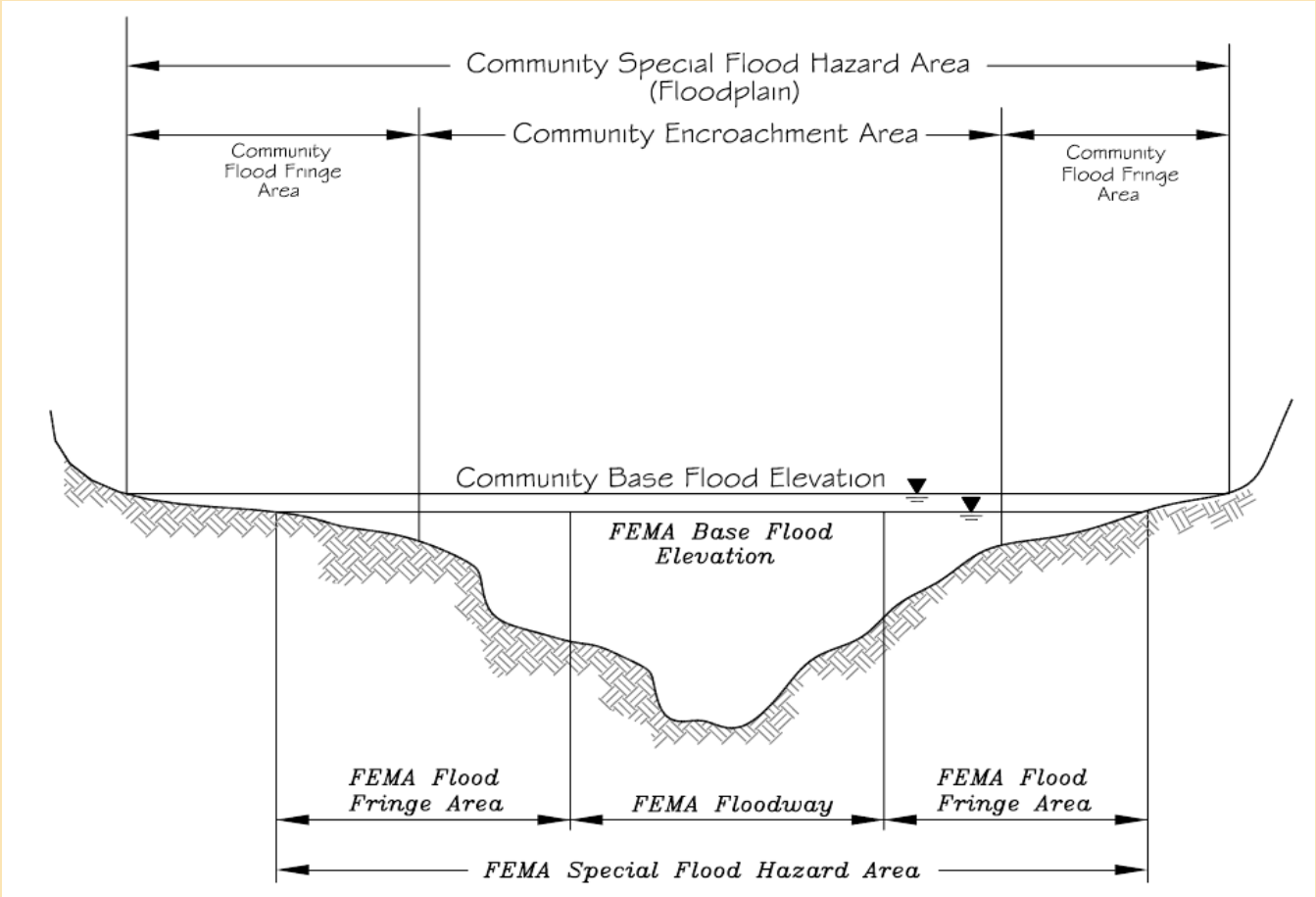
Action 2.3.1.1: Launch a town-led retrofitting campaign that encourages residents to brace their homes against storms.

Additional Elevation Requirements

Elevating beyond National Flood Insurance Program (NFIP) standards is an increasingly common regulation to prevent damage from high flood waters. According to FEMA, over 20% of flood claims are outside of flood zones. An additional elevation requirement beyond the Base Flood Elevation (the minimum finished floor elevation of a structure) accounts for unpredictable flood conditions and help protect structures. The State of North Carolina recommends a 2-foot freeboard requirement, while Beaufort currently requires 1 foot. Other coastal Carolina communities are currently debating higher freeboard standards. These additional requirements also result in lower flood insurance rates for the communities that adopt them, through FEMA's Community Rating System, of which the Town is an active participant. In addition, the National Park Service released guidelines on flood adaptation for rehabilitating historic properties in Spring 2021 that could serve as a guide in the historic districts.

Charlotte's Community Floodplain

Charlotte goes beyond FEMA SFHA floodplain requirements. They require new construction or any substantial improvements to place the lowest floor level at one or two feet above the 1% annual chance flood level (i.e. 1 to 2 foot freeboard required). It bases regulation on future land use conditions, which are divided into different areas bases on water's ability to soak into the ground.



Action 2.3.1.2: Explore funding opportunities to increase residential fortification and elevation of structures.

Action 2.3.1.3: Increase the flood-proofing and freeboard requirement in 100- and 500-year floodplain (aka 1% annual chance and 0.2% annual chance, respectively).

- Extend structure elevation requirements outside of the special flood hazard area (aka 1% annual flood chance area).
- Residential structures, 1- and 2-family structures:
  - One option would be to require single family and duplex structures within the 1% and 0.2% annual chance floodplains to be elevated at least 4 feet above the elevation of the 100-year floodplain.
  - Properties elsewhere in the town could also be required to be elevated to this level or at least 1 foot above adjacent grade at the time of construction or reconstruction.
- Nonresidential and multi-family structures
  - Nonresidential structures would be required to either elevate or floodproof the ground floor. New structures should be graded at least 1 foot above adjacent grade.
  - Existing nonresidential structures within the 0.2% annual chance floodplain should be required to floodproof their ground floors within 10 years of adoption of the comprehensive plan.
- Extend these types of enhanced building standards to docks and marine infrastructure, which are often damaged in storms and can end up littering the coastline. This will also help protect the RCR from marine debris.

Living shoreline in North Carolina
Source: NOAA

Policy 2.3.2: Establish a localized program to rapidly clean up debris from destroyed structures that are in highly vulnerable areas.

- 85% of debris generated by recent storms was found to be associated with shoreline infrastructure according to a study conducted by NCCF.

Obj. 2.4: Adapt to shoreline erosion.

Policy 2.4.1: Increase armoring of vulnerable, immovable areas that have high or irreplaceable community value (i.e. – key roads or evacuation routes, historic downtown).

Policy 2.4.2: Establish a prohibition on hardening shorelines in all locations other than immovable areas that have high or irreplaceable community

value. This may involve relocating or removing public infrastructure from these locations.

Policy 2.4.3: Refine standards for when shoreline armoring or coastal erosion control structures should be removed, restricted, or allowed to rebuild.

Policy 2.4.4: Develop and adopt a shoreline management plan.

Policy 2.4.5: Optimize the potential efficacy of natural shoreline stabilization methods through using the best available science such as the Living Shorelines Application and partnerships with local scientists and coastal protection organizations.

Obj. 2.5: Expand emergency preparedness efforts.

Policy 2.5.1: Develop an annual education and outreach program for residents and property owners that includes sea level rise, storms, shoreline erosion, evacuation procedures, and preparedness materials.

Obj. 2.6: Coordinate fast, equitable disaster recovery.

Policy 2.6.1: Examine and update policy standards surrounding resiliency.

Policy 2.6.2: Examine infrastructure and services redundancy measures and incorporate new technologies as necessary.

Policy 2.6.3: Incorporate methods of targeting vulnerable communities into Town emergency preparedness efforts.

Natural shorelines converted to rock vetments to combat erosion.

Implementing Policy 2.4.2

Example code language might look something like this:

- Shoreline-adjacent structures (homes, businesses, utilities, etc.) that are damaged beyond 50% of structure value should be required to remove any shoreline armoring and allowed to rebuild the primary structure in a way that is more sustainable and resilient to coastal storms, rising seas, and erosion.
- At the time a shoreline-adjacent structure is damaged beyond 50% of its value, the Town should decide if public facilities (utility taps, streets, etc.) will be deconstructed and removed as well.

After the Buyout

As Beaufort plans in the time of climate change, the Town will likely consider buyouts as a tool. Buyouts of vulnerable properties in flood-prone areas, primarily through state and local government-run programs, are an increasingly utilized method of land use planning for vulnerable properties. Buyouts happen either after a property has been significantly damaged in an event or preemptively as part of strategic resilience planning. Funding sources are varied, but the question of what to do with the properties after the completed buyout is universal. Often, a stipulation of the buyout is that the property will remain open space in perpetuity, but that does not mean the property cannot be used.

Several questions must be answered in order to have successful property acquisitions, including future use and maintenance. Zoning restrictions on buyout properties can help clarify their status to the community. Once purchased, cities must at the very minimum maintain the properties, which means incurring those costs. Some towns have implemented creative strategies to address both issues. Some places partner with land conservancies or management trusts to maintain the properties, or have even made agreements with local citizens who mow in exchange for a reasonable use of the property. Others have started community gardens on the land. Or these properties may simply be left alone as natural habitats, though neighbors are not always pleased about this option. Whatever option is chosen, it is important to have a plan for these properties, be strategic about which ones are bought, and to use buying out property as part of a larger resilience strategy.

Source: Mach et al. Science Advances, October 2019. Rosenstiel School of Marine and Atmospheric Science, www.rsmas.miami.edu

Case Study: Bulkheads May Not Be As Cheap or Effective As Nature-Based Coastal Protections

Despite homeowners' perception that bulkheads (i.e. seawalls) are the most durable and effective method of preventing coastal erosion, research shows them to be costly financially and environmentally, and they do not perform like living shorelines do. Compared to residents with revetments and natural shorelines, property owners with bulkheads reported double the price to repair hurricane damage to their property and four times the cost for annual shoreline maintenance. Ninety-three percent of evident post-hurricane shoreline damage was attributable to bulkheads or bulkhead hybrids and a higher proportion of surveyed homeowners with bulkheads reported having property damage from hurricanes. Regardless, shoreline hardening increased by 3.5% from 2011 to 2016 along 39 km (over 24 miles) of the Outer Banks. These results suggest that despite continued use bulkheads are not meeting waterfront property-owner expectations and that nature-based coastal protection schemes may be able to more effectively align with homeowner needs.

Source: Carter S. Smith[a], Rachel K. Gittman[b], Isabelle P. Neylan[a], Steven B. Scyphers[b], Joseph P. Morton[c], F. Joel Fodrie[a], Jonathan H. Grabowski[b], Charles H. Peterson[a]. "Hurricane damage along natural and hardened estuarine shorelines: Using homeowner experiences to promote nature-based coastal protection". Marine Policy 81, (2017), 350-358. https://doi.org/10.1016/j.marpol.2017.04.013

[a] Institute of Marine Sciences, University of North Carolina at Chapel Hill, Morehead City, NC 28557, United States

[b] Marine Science Center, Northeastern University, Nahant, MA 01908, United States

[c] Duke Marine Laboratory, Duke University, Beaufort, NC 28516, United States

Bulkhead. Photo: N.C. Division of Coastal Management

	Benefits	Costs
Bulkheads	Quicker permitting process Better in higher wave energy locations Smaller footprint	Negative impacts to natural habitats, food webs Increased erosion of shoreline at the base and ends of the structure Expensive to maintain
Marsh Sills	Surface water storage, habitat protection, preservation of natural ecosystems Perform better in storm events Better in lower wave energy locations	Larger footprint Less public education about benefits

Living Shorelines Versus Hardened Shorelines

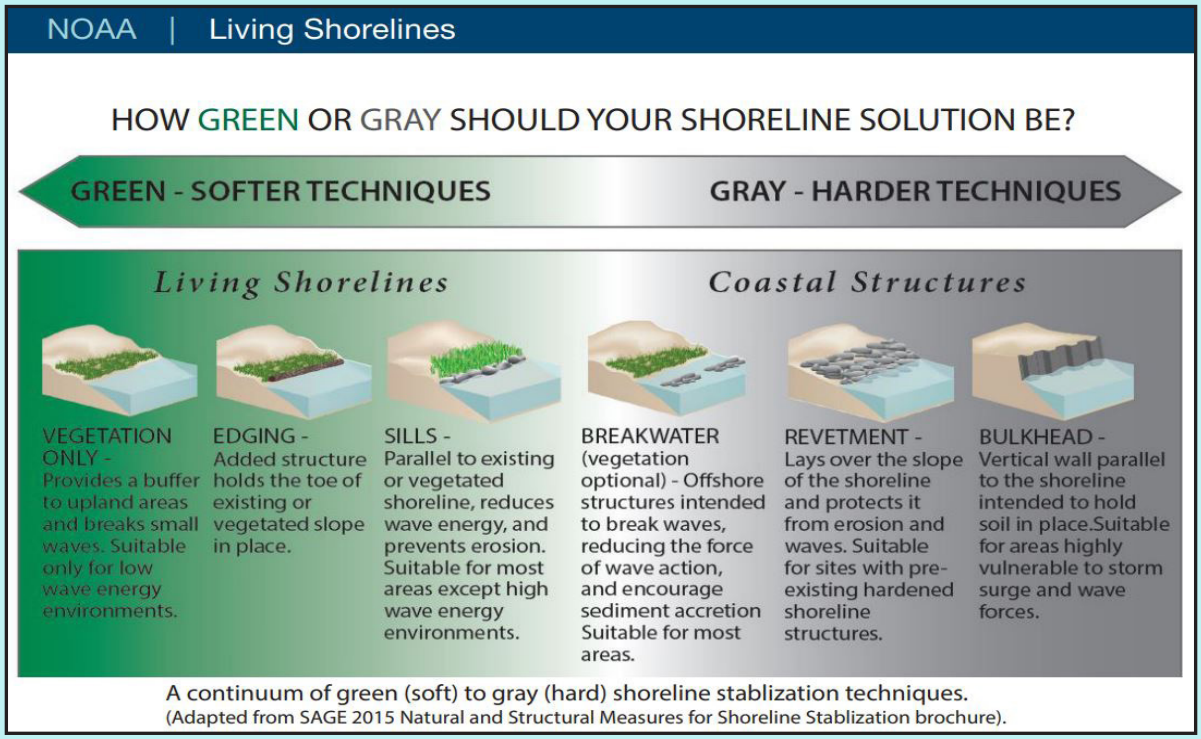
As the pressure rises to make shorelines resilient, the debate of living shorelines versus more typical methods such as bulkheads arises. As discussed elsewhere, Beaufort's natural shorelines are increasingly becoming hardened through the use of bulkheads or similar structures. Meanwhile, marsh sill and similar living shorelines are a less common but more beneficial shoreline stabilization techniques, as they are more cost-effective, provide habitats, and have been shown to outperform bulkheads during storm events. Hardened shorelines protect less efficiently, at the cost of habitat loss and potential to increase erosion on neighboring properties.

Bulkheads work by halting shoreline erosion at a fixed point through a vertical wall-like structure.

Vegetated structures or living shorelines such as marsh sills mimic natural shorelines. They help disperse wave energy and collect sediment and water to prevent erosion, all while creating a habitat that has many of the functions as a natural shoreline.

Unfortunately, current regulations and permitting processes do not encourage living shorelines, and in some ways favor hardened structures. For example, permitting processes for bulkheads are as quick as one to two days, and can often be done on-site. Fortunately, North Carolina recently adopted a streamlined permitting process for living shorelines that makes permitting them as quick as it is for bulkheads. This is an important step in encouraging the use of living shorelines rather than bulkheads.

This graphic shows the spectrum of stabilization options. Projects on the left side of this continuum represent more "natural", "green", and "living" shoreline stabilization techniques, and projects on the right represent "gray" and "harder" shoreline stabilization techniques. Often the least intrusive intervention is most desirable. Note that these interventions are only necessary when there is a need to protect against natural shoreline movements threatened by development that encroaches on the water.



A continuum of green (soft) to gray (hard) shoreline stablization techniques.
(Adapted from SAGE 2015 Natural and Structural Measures for Shoreline Stablization brochure).

GOAL 3: Housing

Encourage a diverse and affordable housing stock that serves the needs of residents.

Introduction

Community engagement, coupled with demographic and housing data, indicated that home prices in Beaufort are rising at a rate that threatens its existing residents. While the Town does not have direct control over home prices, as they are a product of the market, the Town can adopt practices and land use policies that affect home prices by introducing more housing stock, increasing housing diversity, and being proactive as short-term vacation rentals become more popular. Recommendations also take aim at neighborhood character, which is addressed in further detail in Goal 7.

Objective 3.1: Encourage efforts to make housing more diverse and affordable.

Policy 3.1.1: Create a Town Affordable Housing assessment and/or plan.

Policy 3.1.2: Increase options for workforce housing.

Action 3.1.2.1: Allow a diversity of home types such as Accessory Dwelling Units (ADUs), small-scale townhomes (up to 4 dwellings in a structure), and house-scaled multi-family units (up to four dwellings in a structure) as context sensitive development or redevelopment.

Action 3.1.2.2: Encourage or require multiple housing types within a single development.

Action 3.1.2.3: Adopt standards for small-scale, context appropriate, vertical mixed use (aka "live/work") in appropriate locations. Cedar Street is a good example of the type of neighborhood diversity that is desired.

Multifamily housing, such as this project in a historic neighborhood in Raleigh, can easily blend in with single-family neighborhoods, adding valuable density without altering character.

Short Term Rental (STR) Regulation

Public feedback indicated a desire to maintain the character of Beaufort, both in terms of its built environment and its community. The transition of homes to dedicated STRs is in conflict with both this desire and the desire for lower housing costs.

Despite limits on municipalities' regulatory power set by the State of North Carolina, there are still several regulation options for STRs that local governments can consider. These options differ in implementation effort, cost to municipalities, and likely effectiveness. Options are described below. They have been organized into tiers, with Tier 1 being the easiest to implement, though likely less effective, to Tier 3 being the most involved to implement, but offering the most control. A full explanation of STR regulation is located in the Appendix.

Tier 1

- Creating a city-maintained STR registry that landlords opt in to.
- Tracking nuisance complaints and referencing them with known STRs.
- Providing better education and resources for landlords and STR tenants.

Tier 2

- Using a third-party service to track STRs and nuisance complaints.

Tier 3

- Using zoning ordinances to regulate STRs. This can include:
  - Defining STRs as a distinct use.
  - Implementing rental minimum lengths of stay.
  - Restricting zoning districts in which STRs can locate as a permitted use.
- Can also be used to dictate requirements related to parking, buffers, fire code, and density.

Policy 3.1.3: Consider a local public/ private partnership to build and operate affordable housing.

Policy 3.1.4: Explore potential regional partnerships for creating affordable housing.

Objective 3.2: Regulate short term rentals so that housing is preserved for local occupation. (See callout box)

Policy 3.2.1: In single family neighborhoods not near tourist attractions:

- Define short-term rentals in the Town's development ordinances as whole-home rentals for less than a one month period.
- Restrict short term rentals in R-20 and possibly R-8 districts.
- Allow short term rental of up to two bedrooms where the operator resides on-site (i.e. – similar to bed-n-breakfast).

Objective 3.3: Respect existing neighborhood fabric and encourage infill that fits its context.

It is possible to encourage context sensitive yet more dense infill housing and development/ redevelopment of substandard, undeveloped, or underutilized sites.

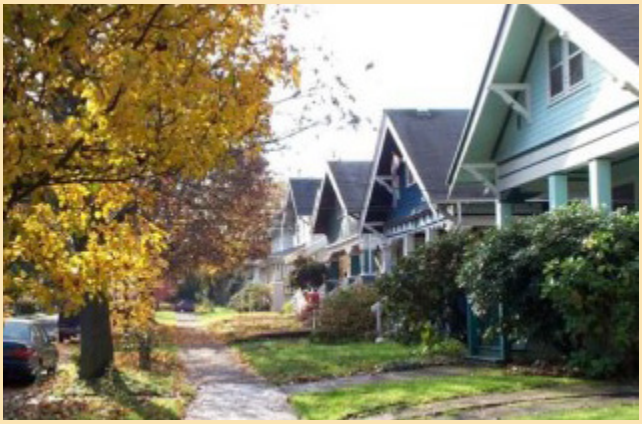
Policy 3.3.1: Consider specific by-right policies to allow for higher density infill in existing neighborhoods, while respecting the existing context, such as building setbacks, driveway widths, and building height.

Action 3.3.1.1: Identify barriers to infill development within town development codes and ordinances, and make updates.

Preserving Neighborhood Character through Design

The State of North Carolina limits how municipalities can regulate residential architecture. Elements such as style, material, and windows cannot be dictated by local law. However, the larger elements that define neighborhood character, such as setback and building height, can be regulated for residential units. The image below shows a street where the front of the houses are all the same distance from the street, meaning the setback is consistent. Having consistent setbacks is a primary means of guiding neighborhood character, both for new developments and when constructing infill in older existing neighborhoods.

Historic overlays (see Preservation Options box in Goal 7) are exempt from these



regulations, which is an option the historic neighborhoods can explore if they choose.

Objective 3.4: Increase walkability in neighborhoods.

Policy 3.4.1: Adjust subdivision and/or zoning district standards to reflect the block lengths consistent with the future land use character areas. Block lengths 750 feet or shorter are preferred.

Policy 3.4.2: Set standards for requiring greenway connections in new development (see recommendations in Goal 7).

Affordable Housing Case Study: Dare County

Municipalities' best weapon for keeping home prices down is adopting land use and zoning codes that encourage housing stock and infill. To actually build homes for families with lower incomes requires significant capital and is most easily done with a partnership. Currently, Dare County is planning to work with partners to build affordable housing on County-owned sites, thanks for efforts from UNC Chapel Hill's Development Finance Initiative, which helped the County find partners. Any such efforts around Beaufort would likely require similar partnerships and process.

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GOAL 4: Infrastructure & Public Utilities

Ensure infrastructure and public facilities keep up with increasing demand and changing environmental conditions.

Introduction

Public services and infrastructure such as stormwater management, water treatment, streets, and parks are town services residents use most, serving the most everyday needs and which are barely noticeable when things are working correctly. As Beaufort's population grows, the demand for these public services will also grow. Additionally, the capacity of the infrastructure will also be consumed, thereby necessitating upgrades to keep pace with demand. Lastly, climate change will particularly impact and put stress on the stormwater management system. Fortunately, Beaufort has recently conducted water, wastewater, and stormwater assessments to help address these issues and this goal.

Obj. 4.1: Foster a safe, connected street network where roads are in good condition and accommodate typical users.

Policy 4.1.1: Introduce traffic calming measures downtown.

Policy 4.1.2: Maintain an updated street condition survey to prioritize street maintenance and resurfacing.

Policy 4.1.3: Improve sidewalks connectivity, accessibility, and condition.

- See GOAL 5 for more recommendations on this topic.

Policy 4.1.4: Continue coordination with NCDOT on priority street improvement projects and funding.

Obj. 4.2: Increase stormwater management and resiliency methods.

Policy 4.2.1: Continue to implement recommendations from the 2019 Stormwater CIP.

Policy 4.2.2: Assess stormwater facilities' resiliency to coastal and climate hazards and identify needed upgrades.

Action 4.2.2.1: Identify and codify priority for low-lying areas such as Front Street.

Action 4.2.2.2: Implement Watershed Restoration Plan.

Policy 4.2.3: Continue to manage and expand existing stormwater infrastructure, including the potential for regional stormwater management for built-out, troubled or vulnerable areas.

Policy 4.2.4: Evaluate and update impervious surface standards.

Policy 4.2.5: Encourage and utilize Low Impact Development strategies for stormwater management, if feasible.

Facilities and Components and Associated Climate Change Projections

In addition to the regular lifecycle of town infrastructure, climate change will also impact the lifespan of certain capital improvements. The table below provides examples of how to select climate change projections for specific facilities and components, to aid with long-term replacement planning.

Source: Climate Resiliency Design Guidelines - Version 3.0, NYC Mayor's Office of Recovery and Resiliency, 2019.

Timeframe	Examples of building, infrastructure, landscape, and components grouped by typical useful life	
Present to 2039	*Temporary or rapidly replaced components and finishings*	• Interim and deployable flood protection measures • Asphalt pavements, pavers, and other ROW finishings • Green infrastructure • Street furniture • Temporary building structures • Storage facilities • Developing technology components (eg. telecommunications equipment, batteries, fuel cells, etc.)
2040 to 2069	*Facility improvements, and components on a regular replacements cycle*	• Electrical, HVAC, and mechanical components • Most buildings retrofits (substantial improvements) • Concrete paving • Infrastructural mechanical components (eg. compressors, lifts, pumps) • Outdoor recreational facilities • At-site energy equipment (e.g. fuel tanks, conduit, emergency generators) • Stormwater detention systems
2070 to 2099	*Long-lived buildings and infrastructure*	• Most buildings • Piers, wharfs, and bulkheads • Plazas • Retaining walls • Culverts • On-site energy generation plants
2100 and Beyond	*Assets that cannot be relocated*	• Major infrastructure (e.g. tunnels, bridges, wastewater treatment plants) • Monumental buildings • Road reconstruction • Below grade sewer infrastructure (e.g. sewers, catch basins, outfalls)

Obj. 4.3: Continue to support the Public Utilities and Engineering Departments in providing adequate drinking water and sewer treatment capacity to support appropriate levels of growth.

Policy 4.3.1: Upgrade facilities according to leadership direction and established departmental policies and standards.

Policy 4.3.2: Plan to increase capacity as needed to accommodate desired levels of growth. Conduct a preliminary GIS-based analysis to estimate the amount of water and sewer capacity that could be added to the utility system based on existing zoning and utilization of land. Thereafter, update this assessment to reflect new rezoning and development requests and approvals while also using it when deciding on land use change and development requests.

Policy 4.3.3: When upgrading facilities, relocate, elevate, or armor against projected future hazardous conditions or storm events.

Policy 4.3.4: Continue to monitor sewer system inflow and infiltration and mitigate and/or plan accordingly.

Obj. 4.4: Evaluate parks and recreation needs and facilities and establish a level-of-service standards for parks.

Policy 4.4.1: Identify priority acquisition and/or facilities development based on current and future needs and pursue those projects.

Obj. 4.5: Continue to provide adequate, responsive public emergency services, including police, fire, and EMS for land and sea activities.

Obj. 4.6: Re-envision parking areas (especially large surface lots) so that they reduce stormwater runoff and pollution and instead function to retain and filter stormwater.

- This may also involve re-evaluation of public and private parking standards and resources. Consider how much area of town (especially downtown and commercial areas) should be devoted to parking areas and the implications for community and environment.

Randolph Johnson Memorial Park is rocking!

- Adopt stricter impervious surface standards.
- Encourage use of pervious pavement in parking lots.

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GOAL 5: Economic Development

Embrace and leverage our unique economic assets and opportunities.

Introduction

Beaufort's history and historic downtown are huge economic assets to the Town and should continue to be supported. However, a diverse economy will better help the Town in the long run. While the policies below support local businesses in the downtown area, they also address other elements of Beaufort's economy. Stakeholder and community feedback expressed the desire for more jobs outside the tourism sector, that pay living wages and are not susceptible to interruptions such as a down tourism season. By addressing the airport and workforce development, this plan recognizes that there is more to Beaufort's long-term economy than just Front Street.

Obj. 5.1: Identify and promote Beaufort's historical, cultural, and artistic assets to develop a sustainable economy that supports a high quality of life for year-round residents.

Policy 5.1.1: Partner with Carteret County and the Chamber of Commerce to conduct a formal economic evaluation of assets, opportunities, obstacles, and competitive positioning, with particular focus on ecotourism, arts and crafts (especially environmentally-inspired and sustainably-sourced arts), maritime industry, remote work, airport, port-related, etc.

Obj. 5.2: Continue to support existing small businesses and encourage new local businesses.

Policy 5.2.1: Promote events that help to increase commerce for local businesses.

Policy 5.2.2: Research and update ordinances that might inhibit local business growth or expansion.

The arts community is an economic contributor. Photo: Beaufort Hotel

Obj. 5.3: Explore economic development opportunities that create non-tourism jobs.

Policy 5.3.1: Target businesses that employ workers year-round at living wages.

Obj. 5.4: Continue to support the Michael J. Smith Airfield as an asset to Beaufort's economy.

Obj. 5.5: Support workforce training programs and/or encourage education through incentive policies.

Policy 5.5.1: Coordinate with similar local and regional initiatives to expand program visibility and participation.

Obj. 5.6: Explore opportunities for increasing high-speed internet and broadband service. This will likely involve a regional planning effort in coordination with neighboring jurisdictions.

Obj. 5.7: Preserve spaces for commercial, retail, service, and nonresidential businesses while also being responsive to the strong demand for conversion of these properties to residential use.

Case Study

Beaufort is not alone among coastal towns experiencing significant residential development pressure that has transformed some commercial properties to residential uses. From a current resident's perspective, this can create negative outcomes. The Town of Manteo has countered this, in part, through use of a zoning district that requires commercial/nonresidential space on the ground floor, but allows residential above. Although sometimes unpopular among residentially-specialized developers who would rather not incorporate commercial components, this can be a strategy to maintain commercial space while also creating residential supply.

Local businesses on Front Street exemplify the type of economic development the community indicated they would like to see.

GOAL 6: Transportation

Support a multi-modal transportation system that is convenient, safe, and accessible, especially for non-automobile (walking, biking, etc.) transportation.

Introduction

Beaufort benefits from a walkable downtown, but getting to downtown, and between neighborhoods and other commercial areas, can be a challenge for cyclists and pedestrians. Traffic speeds, frequent driveways along roads, and a general lack of facilities for these users inhibits the non-motorized travel of even those who are most willing to do so. As improvements are made, facilities should be planned to be safe and accessible to every user by meeting ADA standards. Boat travel is also factored into these policies, and should be made accessible as well.

Obj. 6.1: Increase multi-modal connections between destinations and neighborhoods.

Policy 6.1.1: Create new connections and opportunities for future connections.

Action 6.1.1.1: Create and improve connections to parking facilities, hotels, commercial areas, employment centers, parks, the waterfront, and water transport destinations.

Action 6.1.1.2: Connect Town greenways to nearby networks and implement state greenway network recommendations.

Action 6.1.1.3: Ensure safe pedestrian facilities along all of Front Street.

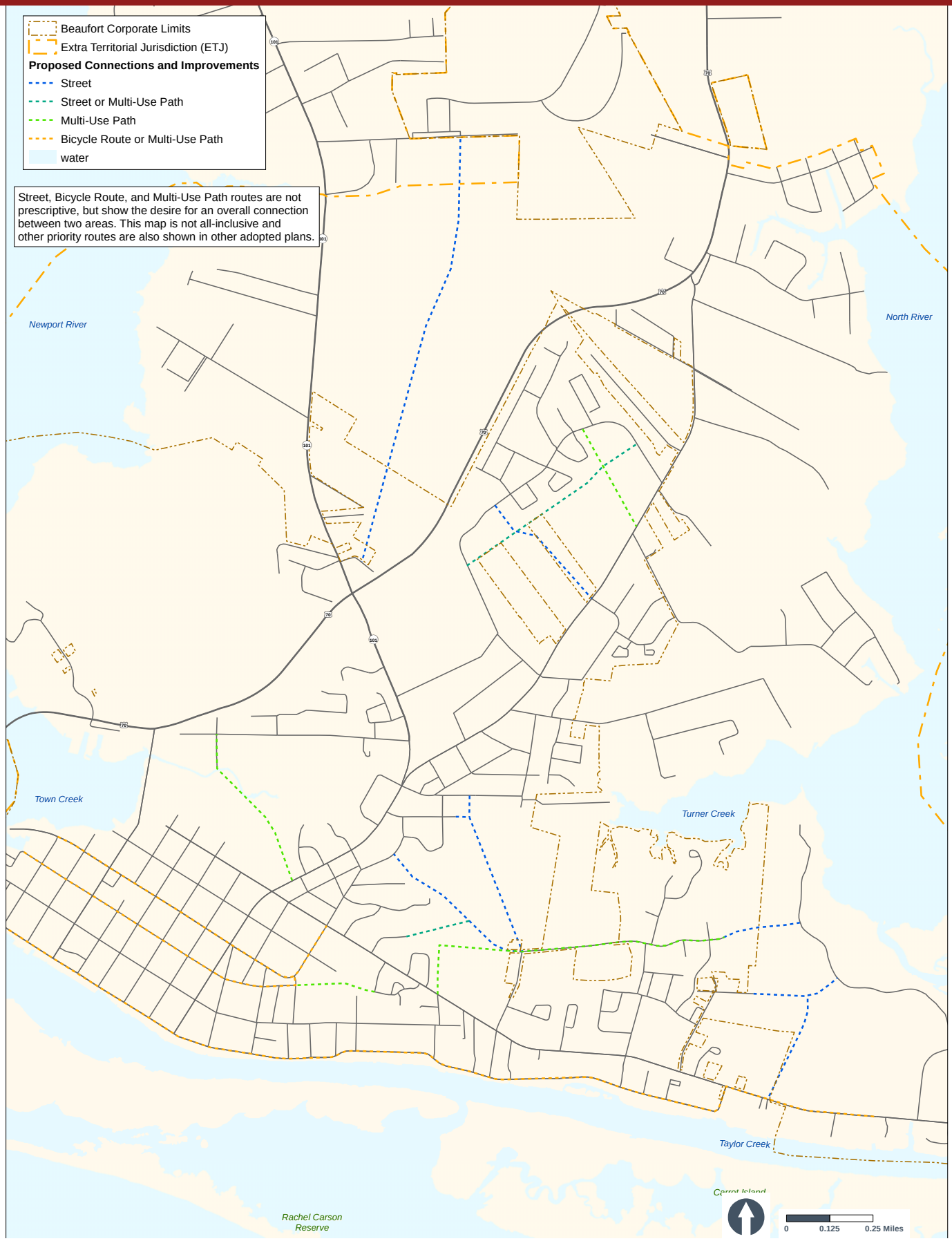
Obj. 6.2: Enhance cycle and pedestrian facilities to meet current design standards.

Policy 6.2.1: Implement Bike/ Pedestrian Plan improvements where possible.

Policy 6.2.2: Install pedestrian crosswalks and signals at major intersections.

Enhanced Crosswalk

Proposed Connections



Future transportation connections will be necessary.

Obj. 6.3: Increase safe cycling facilities and designate primary routes throughout Town.

Policy 6.3.1: Follow latest NCDOT standards in bike facility design (WalkBikeNC Plan, see Design Toolbox).

Policy 6.3.2: Focus on facilities that improve safety and comfort for users of all ages and abilities.

Obj. 6.4: Utilize Universal Design principles to expand accessibility.

Policy 6.4.1: Upgrade existing sidewalks, crosswalks, town parking lots, and town indoor facilities to meet ADA standards.

Policy 6.4.2: Require new facilities to meet or exceed ADA standards and apply Universal Design when able.

Policy 6.4.3: Use the ADA transition plan as guidance.

Obj. 6.5: Implement active parking management solutions downtown.

Policy 6.5.1: Optimally utilize existing parking by encouraging satellite or shared parking.

Policy 6.5.2: Encourage parking turnover using techniques such as time limits for spots in desirable areas.

Obj. 6.6: Improve and maintain maritime facilities, safety, and

Universal Design

Defined originally as "the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design." Universal Design, when applied to the built realm, describes a place without ramps, outdoor lifts, or costly additions and alterations. Universal Design should be a forethought in master planning and site design, and when done well, no accessible route is needed.

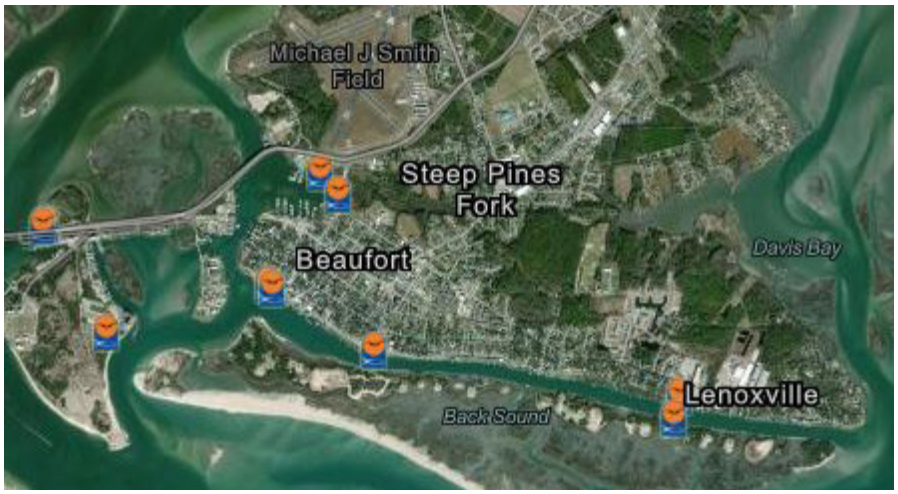
This rendering from the 2018 Cedar Street Small Area Plan shows the potential of existing streets to accommodate automobiles, cyclists, and pedestrians.

services as a means of transportation.

Policy 6.6.1: Complete the Harbor Management Plan and upgrade Town-owned docks and infrastructure as needed.

Policy 6.6.2: Connect multi-modal transportation network to marinas and ferry dock.

Action 6.6.2.1: Work with local ferry services to plan for increasing use.



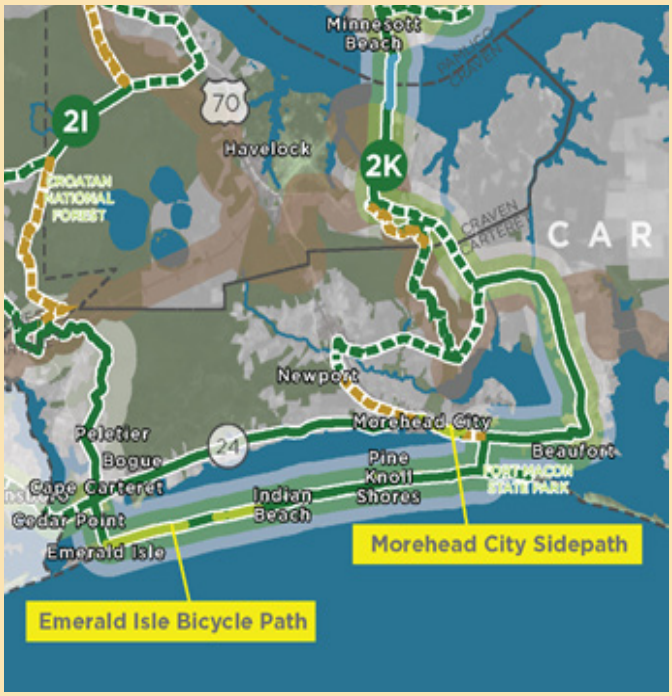
Current public, CAMA waterfront access points.

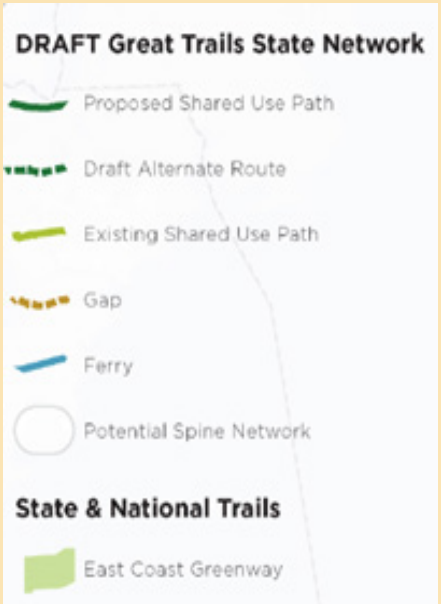
Policy 6.6.3: Increase launch locations for non-motorized vessels.

Policy 6.6.4: Expand convenient kayak storage areas.

Tying into the State Trails Network

The NCDOT is currently in the process of creating a state trails plan to connect all 100 counties and major destinations with a separated cycling- and hiking-dedicated trail facility. At the time of writing, the plan has not yet been adopted, but a draft of the network is shown below. Being a part of this state recreational network has the potential to enhance the quality of life and recreational tourism opportunities for residents and visitors.





GOAL 7: Town Character

Protect our unique character by enhancing and maintaining our natural resources, recreational opportunities, historic downtown, and cultural resources.

Introduction

Beaufort realizes that its unique character is a fundamental part of its DNA, and contributes to its dynamic community feel for year-round residents as well as being a draw for tourists. The Town's character is an intangible entity, but residents know that the existing neighborhoods, architectural character, downtown, and access to natural resources are important building blocks of this character. By studying, defining, and pledging to maintain aspects of the existing character, Beaufort will protect its character into the future.

Obj. 7.1: Preserve the character of Beaufort's built environment.

Policy 7.1.1: Update town ordinances to include design standards that help ensure new development fits its context.

Policy 7.1.2: Identify and inventory character-defining building stock in existing character areas such as the Live Oak Street and Cedar Street corridors.

Action 7.1.2.1: Create a list of contributing building features that the town can incorporate into ordinances.

- Examples include setbacks, parking location, materials, transparency, roofline, and massing standards from building design inventory.
- Incorporate guidance from the Future Land Use Character Areas.

Action 7.1.2.2: Support policies that allow the Cedar Street area to evolve into an arts district.

Obj. 7.2: Continue to support downtown as a cultural, economic, and community asset.

Policy 7.2.1: Continue to offer public events and activities downtown and expand offerings to make events more inclusive and accessible.

Policy 7.2.2: Enhance connections between natural and recreational assets and downtown Beaufort for non-motorized users.

Action 7.2.2.1: Identify areas where cycle and pedestrian access between these points is lacking or unsafe and implement upgrades.

Policy 7.2.3: Expand public art opportunities downtown.

Obj. 7.3: Preserve Historic Beaufort.

Policy 7.3.1: Continue local-level protections of historic assets and districts.

Action 7.3.1.1: Consider national register and/or local historic preservation boundaries expansions to increase community character.

Action 7.3.1.2: Address historic properties in resiliency planning. Historic properties are among the community assets that should specifically be considered and integrated into resiliency planning.

Action 7.3.1.3: Educate the public about how to access public funding sources to upgrade eligible (usually nonresidential) historic properties.

Action 7.3.1.4: Consider the benefits from additional preservation planning expertise. This could be through hiring a dedicated preservation planner, or perhaps through partnering with other organizations (regional planning organizations, tourism bureau, private consulting firms, etc.) to leverage the expertise of a preservation planner as needed.

North Carolina State Historic Preservation Office

Grants are available to Certified Local Governments through the North Carolina State Historic Preservation Office.

Historic signage

Obj. 7.4: Protect existing neighborhoods and Beaufort's small-town charm.

Policy 7.4.1: Implement recommendations from the 2018 Small Area Plan.

Policy 7.4.2: Within the national register boundary, update land development and subdivision ordinances to require archaeological and historic surveys prior to approval of work.

Policy 7.4.3: Protect the Town's residential character through the regulation of Short-Term Rentals.

If the Town pursues the more stringent policy options defined in Goal 3 - Housing, regulations of short-term rentals can:

Action 7.4.3.1: Codify standards that address parking, noise, trash, etc.

Action 7.4.3.2: Require that STRs meet their parking requirements with off-street spaces.

Policy 7.4.4: Evaluate existing zoning of undeveloped properties and ensure that it matches with available sewer and public services capacity and the community tolerance for growth.

Obj. 7.5: Increase parks and recreation access to increase the level of service for all residents.

Policy 7.5.1: Identify areas under-served by parks (more than 1/2 miles from a park) and incorporate solutions into future park planning.

Policy 7.5.2: During subdivision and land development review, explore opportunities to co-locate conservation areas and recreation areas.

Policy 7.5.3: Balance active and passive recreation opportunities, including areas for pet recreation (dog parks).

Policy 6.6.5: Continue implementation of the Bicycle/Pedestrian Plan, including the creation of multi-use paths (aka greenways) around town (see Proposed Connections on page 155).

Policy 7.5.4: Establish a goal to incrementally increase the percentage of existing and new residential structures within ½-mile of a greenway/bicycle route or park or trail access point.

Action 7.5.4.1: Identify current percentage of existing homes within ½ mile of access points.

Action 7.5.4.2: Determine where potential connections are most needed and where they can be created.

Policy 7.5.5: Maintain and expand recreational facilities and programming.

Action 7.5.5.1: Consider creating a dedicated parks position at the Town.

Action 7.5.5.2: Expand programming for senior and the under-18 demographic.

Obj. 7.6: Increase public water and natural resources access while balancing the need for preservation.

Policy 7.6.1: Update the Town Waterfront Access Plan to improve, identify, and pursue existing and additional public access points and amenities.

Policy 7.6.2: Secure street terminations with signage, maintenance, parking areas, simple amenities (ex - benches), and clear demarcation of boundaries. Where possible, reclaim street ends that have been encroached upon.

Policy 7.6.3: Pursue extension of existing dead-end streets to provide additional access points and create interconnection opportunities.

Obj. 7.7: Minimize light pollution.

Policy 7.7.1: Update Town lighting ordinances to include International Dark Sky standards for all lighting.

Policy 7.7.2: Update residential lighting standards to limit light level at property lines in all residential districts and to encourage the use of motion-activated lighting, where appropriate.

The town should strive to increase and maintain public water access points

Obj. 7.8: Continue to beautify Beaufort.

Policy 7.8.1: Implement recommendations from the Beaufort Entry Master Plan

Action 7.8.1.1: Incorporate necessary work identified in the Beaufort Entry Master Plan into the Town's CIP.

Importance of Historic Preservation

An important part of what gives a town or city character and a sense of community is its history. One way to acknowledge this history is by preserving historic buildings and structures that tell the story of how a city has progressed and grown overtime. These structures create a sense of place and connection to the past.

There are economic advantages to preserving old buildings; new businesses such as bookstores, ethnic restaurants, antique stores, neighborhood pubs, food halls, and small start-ups thrive in old buildings. Often buildings built prior to World War II are made of higher quality materials, replacing these structures with similar rare hardwoods is impractical and unaffordable. These buildings were built to last 100+ years where newer construction buildings typically last 30-40 years. When historic districts are stabilized property values increase. Old buildings also attract people and encourage heritage tourism, as can be seen in Historic Beaufort. The following preservation options would help Beaufort reach its goals.

Preservation Options

Neighborhood Conservation Overlay District - A local ordinance intended to preserve appearance by regulating lot size, building setbacks, height, and frontage.

Local Historic Preservation District - A local ordinance that more strictly regulates local historic character. This option requires oversight from town staff and/or a local historic commission. This protection is currently employed in Beaufort.

Shop-Front Overlay District - An overlay district intended to create an active commercial street.

Pedestrian Scale Overlay District - Establishes standards in a commercial or mixed-use district that support pedestrian scaled activity.

GOAL 8: Diversity & Inclusion

Celebrate, recognize, and amplify the voices of our diverse community.

Introduction

Beaufort will continue to expand its efforts to be racially, socially, and economically diverse. It recognizes the need for community participation from every group, and that natural disasters have a disproportionate impact on vulnerable communities. The Town will involve all community members in public engagement processes, and ensure that resources are distributed equitably.

Obj. 8.1: Increase public participation from minority groups.

Policy 8.1.1: Set targets for representation on citizen boards and volunteering where minority representation is at least consistent with the Town's demographics.

Action 8.1.1.1: Track demographic information on participants involved in town public engagement events. Aim to have participation that matches town's demographics.

Action 8.1.1.2: Incorporate new public engagement strategies such as community group outreach, neighborhood meetings or pop-ups, and translation services to increase participation among minority groups.

Obj. 8.2: Incorporate equitable hiring practices for Town staff positions.

Obj. 8.3: Address flooding and slow storm recovery in vulnerable communities.

Policy 8.3.1: Consider a Community Recovery and Development Plan that includes specific recommendations for vulnerable communities. See the Community Recovery Management Toolkit provided by FEMA for more information and case studies.

Policy 8.3.2: Implement a program that provides recovery resources to low-income residents.

Action 8.3.2.1: Partner with the North Carolina Housing Coalition to address localized affordable housing issues.

Policy 8.3.3: Prioritize stormwater infrastructure improvements where it will directly impact vulnerable communities. Some types of infrastructure investments can be

According to the 2020 U.S. Census, approximately

20%

of Beaufort's population is non-white, hispanic, or minority.

more cost-effective and contextually appropriate than others, like expansion of natural areas or permeable green infrastructure.

Obj. 8.4: Celebrate local and regional Black and minority history and historical contributions to Beaufort and the region.

Policy 8.4.1: Provide educational signage at historical sites that illustrates the historical contributions, struggles, and victories of Black and minority residents.

Policy 8.4.2: Encourage National Register nominations to tell the story of underrepresented communities.

Obj. 8.5: Support community organizations that represent economically, socially, and racially diverse groups.

Policy 8.5.1: Create and maintain an updated list of community organizations that represent these groups and include them on sunshine list email communications.

Action 8.5.1.1: Identify and address barriers that prevent these groups from receiving Town communications.

Action 8.5.1.2: Prioritize outreach to these groups during public engagement processes.

Policy 8.5.2: Provide Town support for these groups when they host public events.

Obj. 8.6: Equitably distribute town funds, projects, and investments.

Policy 8.6.1: Track public investments to ensure they are equitably distributed in the community.

Policy 8.6.2: Establish an equitability standard for projects using town funding.

Case Study: City of Creedmoor

The City of Creedmoor established the Creedmoor Diversity, Equity, and Inclusion Commission to advance the principals of diversity, inclusion, and equity within the municipal and extraterritorial jurisdiction of Creedmoor. The responsibility of the commission is to make recommendations to the City Manager and the Creedmoor Board of Commissioners on how the City of Creedmoor can better inclusively serve its citizens. Initial commission actions have involved the development of policies to be used in hiring decisions in an attempt to encourage the employment of qualified *people regardless of race.*

Mission Statement:

To create an environment where all people can find representation and solidarity in community policies, programs, and initiatives. We envision a community where diversity, equity and inclusion are:

- Recognized as shared values and incorporated into event programming, resource allocation, and the development of all policies and practices.
- Tools for recruitment, retention, and support for diversity in all city endeavors.
- Pillars for collaboration with community leadership to address local interests and needs.

Beaufort's African American History

Beaufort, North Carolina is rich in African American history, but little research has been completed on the subject. In the 18th century, the Town's black population consisted entirely of slaves; they may have played a large role in the development of the Town. However, there is no written history and as a result most likely they will remain anonymous.

After the 19th century, five out of 122 free blacks had become property owners. Occupations for free blacks ranged from house-carpenter, shoemaker, fisherman, farmer, and musician. After the siege of Fort Macon, Beaufort had become a safe haven for freedmen or refuge slaves; a refugee camp was established at the north side of town. The area north of Cedar Street was developed as a camp or "tent city, earning that area the nickname of "Union Town".

Union Town was bounded by Broad Street and Cedar Street on the south, Turner at the west, Town Creek or Mulberry Street at the north, and Live Oak Street at the east. The neighborhood consisted of homes, churches, stores, fraternal lodges, and their own schools.

The late 19th century brought job opportunities for blacks in the mullet fishery and later in the menhaden factories. This enabled the black population to rebuild and improve their Reconstruction-era neighborhood. Economic opportunities continued to grow throughout the 20th century.

The late 20th century brought more change to Beaufort's African American community; Abe Thurman was appointed Town Commissioner in 1992 and Charles MacDonald as Chief of Police.

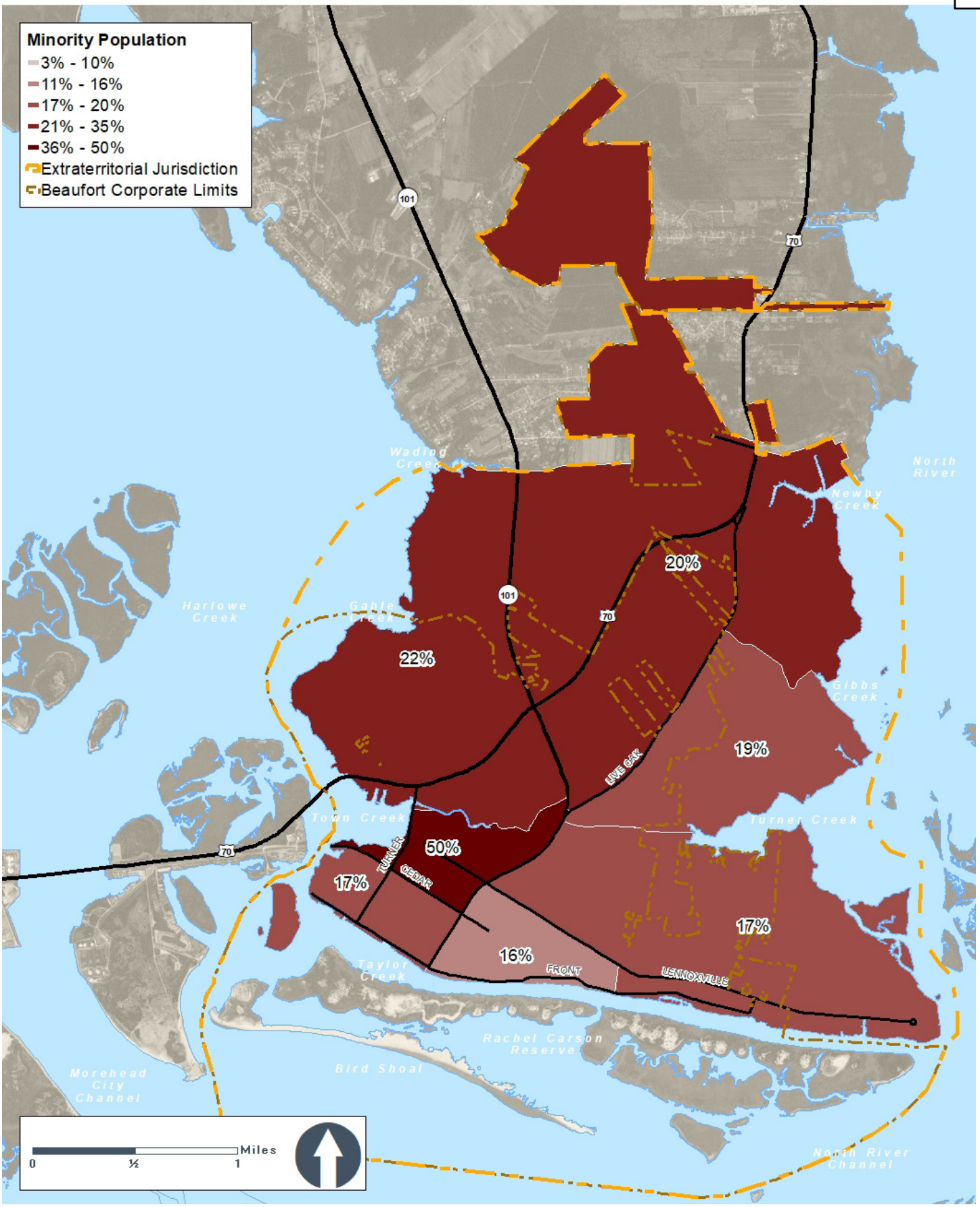
Today the African American population makes up 21% of the population in Beaufort, with majority of the African Americans living in the area north of Cedar Street. This community has been surveyed and may meet the criteria for being listed on the National Register of Historic Places.

Source: Beaufort NC's African-American History website by Peter B. Sandbeck and Mary Warshaw

Black fishermen 1907
Source: Beaufort's NC African-American History website

Abe Thurman, Beaufort's First Black Commissioner.
Source: R.A. Fountain

Minority Population



Minority population is not evenly distributed, as shown in this 2010 U.S. Census dataset.

FREE DAILY
BOAT PARKING
WELCOME!
• For non-motorized vessels only
• Please keep vessels within roped area
• 24-hour time limit
• All dinghies, please use designated dinghy dock
• All other motorized vessels, please use Beaufort Town Docks
Vessels remaining longer than 24-hours will be removed.
To retrieve, call Town Hall 252 728 2141 M-F, 8 am - 5 pm.
BEAUFORT
NORTH CAROLINA
SLAND EXPRESS FERRY SERVICE

6

Future Land Use and Character Areas

The Future Land Use Map (FLUM) and character areas represent the community's vision for the future and are one of the factors that guide decision makers and town staff in future rezoning, land use, or permit issuance decisions. A FLUM is also valuable for communicating public investment priorities (including possible future extensions of public facilities and services) and the community's vision to private sector investors. The FLUM is descriptive and not prescriptive. It identifies the predominant land use types and character intended for different parts of the study area, but as conditions evolve, other recommendations may be more relevant.

The FLUM will help guide the transition from present day to the desired future state. It is not advisable to immediately rezone properties to reflect the FLUM, but rather to evaluate each rezoning request individually based on a variety of factors, including the request's individual merits, surrounding context, presence (or absence) of adequate public facilities, potential financial impact (or burden) of the project, vested rights, environmental impact, timing, etc.

The character areas should also be used to further refine the land use vernacular and preserve and enhance the local character. These character areas also provide direction for updates to the Town's land development regulations to help make the community vision a reality.

Living "on the Water"

An especially important consideration in Beaufort is the relationship of the use or structure to the water and environment. Some uses are water-dependent (marinas, commercial fishing operations, etc.) and must be located in these vulnerable areas. In this case, "vulnerable" refers not only to the impact on the natural environment, but also the natural hazards vulnerability that the use or structure might encounter due to storm surge and other water-related hazards. Other uses are not water-dependent, such as general commercial operations, or residential units, and should not be located or allowed in areas where they will have a negative impact on the natural environment. This negative impact can occur both in present day (use of fertilizers leading to nutrient pollution of local water bodies, increased stormwater runoff because of increased impervious surfaces, etc.) or in the future (loss of natural shoreline as sea level rises and erosion prompts owners to convert natural shoreline to altered shoreline which reduces natural habitat, decreases water quality, prevents coastal marshland migration, etc.).

Even elevating a structure "out of" any regulatory floodplain can still have a long-term negative impact on the natural environment, especially if natural shoreline is converted to an artificial shoreline to prevent erosion from undermining structures. In these instances, a better approach might be to prohibit the location of non-water dependent uses in areas that will likely experience these conditions. Many dwellings in Beaufort are already located in these areas and developers will confirm that the premium lots are right on the water. A community conversation is needed about the role of the public sector in encouraging development in these locations (through the extension of public services, primarily sewer service, into these higher risk or higher maintenance areas) as well as options for accommodating individual profit and development, but perhaps with a greater weight given to community values and long-term considerations.

Some uses, such as wastewater treatment plants or sewer lift stations, are caught between competing priorities. Placing these facilities in low-lying areas is advisable from the perspective of operations, since water flows to the lowest point. However, these low-lying areas are also more prone to flooding and will become increasingly vulnerable as seas continue to rise and storms become more severe. When a wastewater treatment plant or sewer lift station is affected by flooding, it can have significant and severe impacts on the environment and human health. The placement and/or expansion of these uses and structures should be carefully considered in order to ensure operational and financial viability over the lifespan of the infrastructure balanced against current and future environmental vulnerabilities.

Avoiding Preemptive Zoning

The temptation often exists to preemptively up-zone all property fronting a highway or major road to widely allow commercial uses. The argument is usually that this highly-visible and accessible property is suited to commercial use and that by speculatively up-zoning property, it will generate new development and investment, and possibly even diversify the economy or balance of land uses. The reality is that speculative up-zoning does not create quality places and developers and business owners will pursue rezoning to suit market needs when necessary.

Is preemptive up-zoning ever advisable? In extremely limited instances – for example, perhaps for a specific, economic development catalyst project or other government-sponsored catalyst site that involves major public investment.

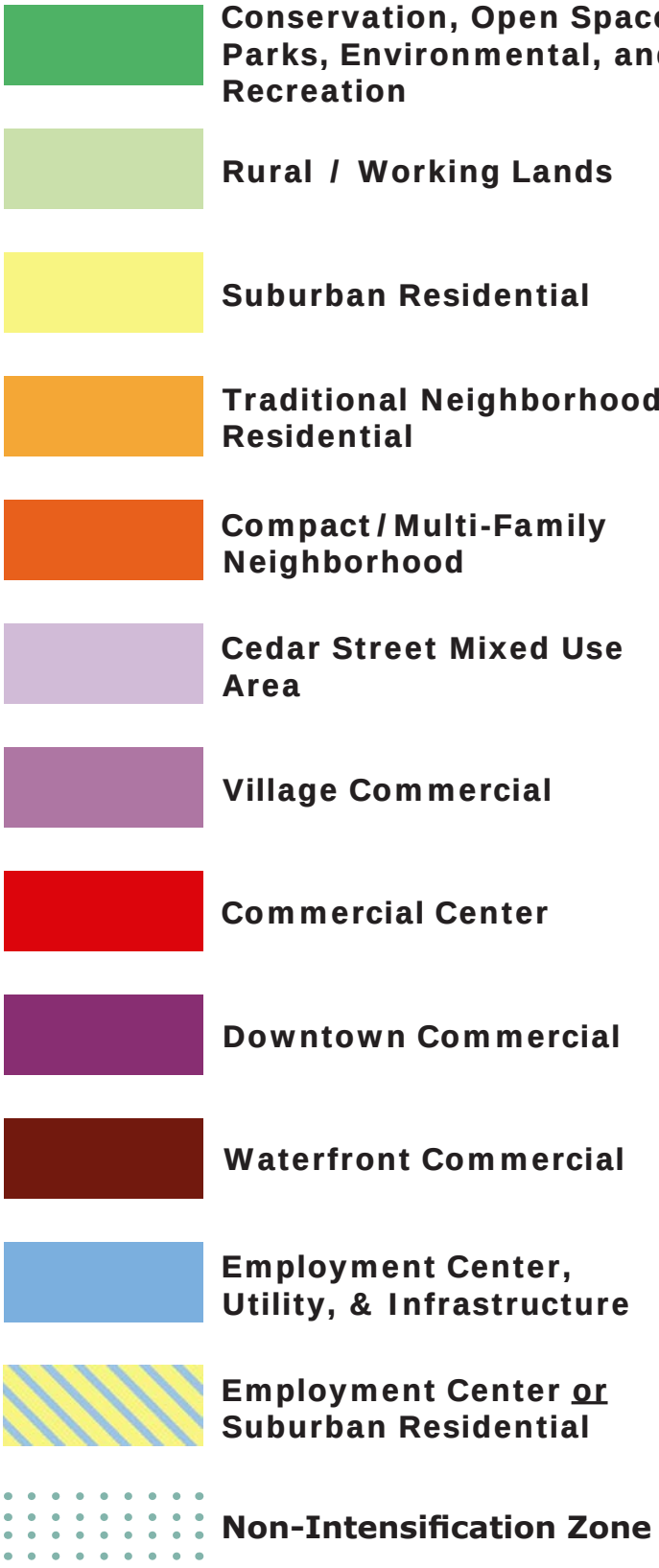
What are the effects of preemptive up-zoning? Preemptive up-zoning often creates traffic congestion and degrades quality of life rather than generating lasting wealth. Strip commercial zoning creates sprawling, low-quality commercial development that is in excess of market demand and thus does not attract high-value tenants. It results in a congested, automobile-dependent area that never achieves the commercial density or mass necessary to build a place the community will value. The excess of commercially zoned land also depresses the overall price of that land, leading to reduced revenue from land sales per acre.

Is there a better solution? Towns should only up-zone properties abutting existing commercial development in areas where the appropriate conditions exist. The necessary conditions include but are not limited to:

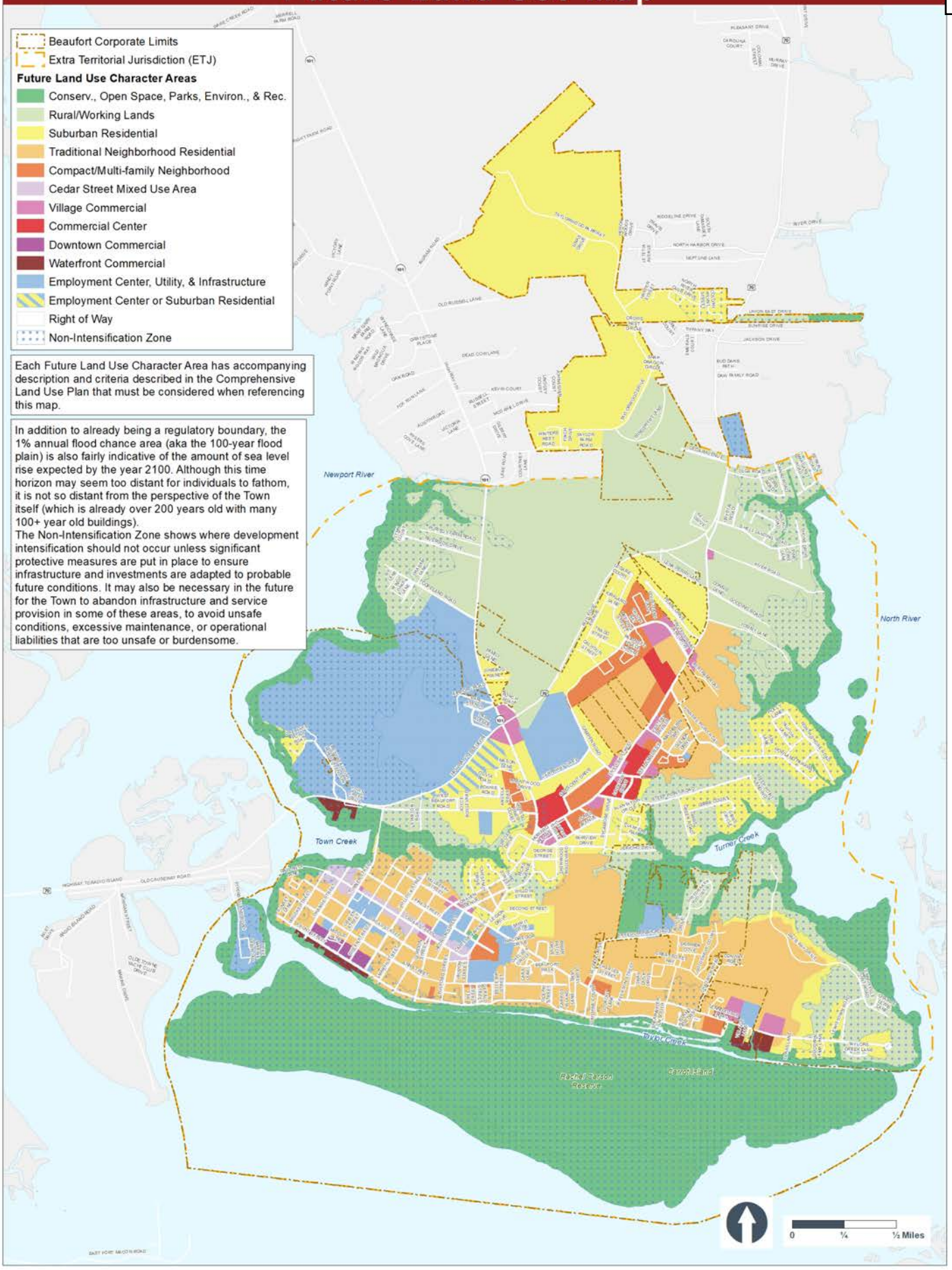
- A supportive street network with maximum block length standards (to disperse traffic);
- Shared driveways that serve multiple businesses (to reduce traffic congestion);
- Cross access that connects adjacent businesses;
- Sufficient sewer service;
- Quality design standards;
- Pedestrian facilities;
- Fire suppression infrastructure;
- Public spaces; and
- Proximity to customers.

Future Land Use Map and Character Areas

The following pages provide an overview of Future Land Use Character Areas. While typical and potential uses are described, these lists are not exhaustive or prohibitive. For instance, some uses may be appropriate in many (or all) future land use character areas. These might include uses such as government maintenance buildings and small utility substations (electric, natural gas, sewer lift stations, water towers, etc.). However, some uses should be carefully considered so that they do not unintentionally create a demand for development in inappropriate areas. For instance, institutional uses such as churches, primary and secondary schools, or clinics might be appropriate in most residential areas, but if located in rural areas would invite inappropriate additional development. The size of operations is also a consideration. For example, a small church might be appropriate in a rural context, but a mega church may not. It is up to the governing boards at the time of the application to decide what will most accurately promote the goals established in this plan.



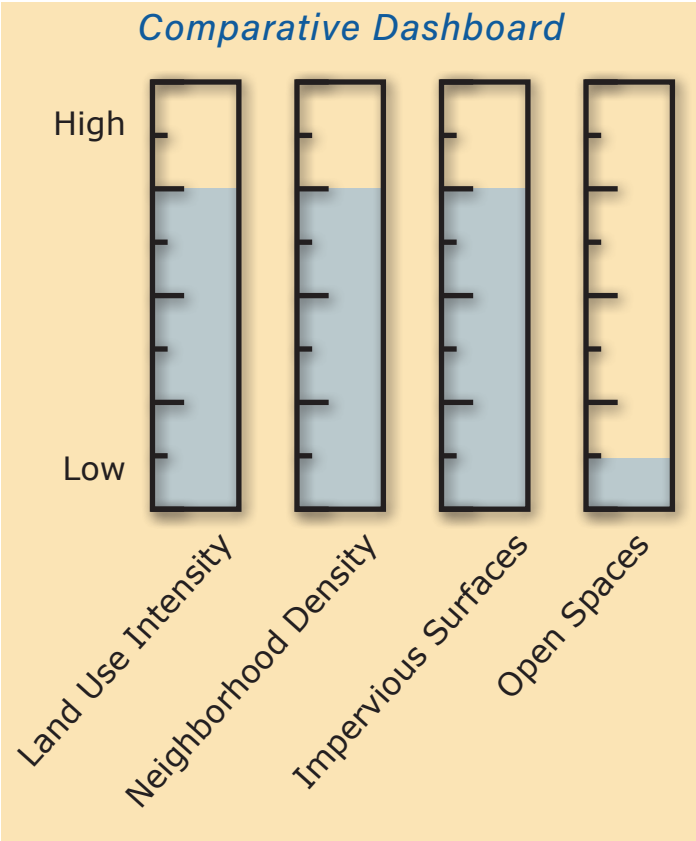
Future Land Use Map



Traditional Neighborhood Residential

General Description:

These neighborhoods are walkable with structures situated close to each other. The residential areas exemplify the character found in the historic district and closer to downtown. Lots are typically smaller and closely packed with residential densities generally around 3 to 5 dwelling units per acre, although some areas may approach 7 dwelling units per acre. The historic development pattern prioritizes people and accommodates cars. Off-street parking is often to the side or around back, with homes pulled up close enough to the street to allow neighbors to engage with people on the sidewalk.



Streets and Circulation:

Streets are typically low volume and prioritize pedestrians, with sidewalks on both sides and street trees whenever possible. Connectivity is high because blocks are generally 500’ or less. On-street parking is either formal or informal, depending on context. Low speed limits allow bicycles to share the travel lanes.

EXAMPLE USES:

Typical Uses:

Primarily single family detached residential, with a mix of other highly compatible residential uses scattered throughout, including duplexes, accessory dwellings, garage apartments, and occasionally even larger homes that have been converted to discrete multi-family structures or even small bed-n-breakfast businesses.

Traditional Neighborhood Residential

Other Concerns:

In the historic district, these neighborhoods have significant restrictions that preserve their quaint appearance and character. Although there may not be full support to extend all of these requirements to other areas, it may be possible to extract some of the more defining characteristics (buildings close to the street, parking in the rear, street trees, narrow streets, etc.) and bring those design elements to other neighborhoods.

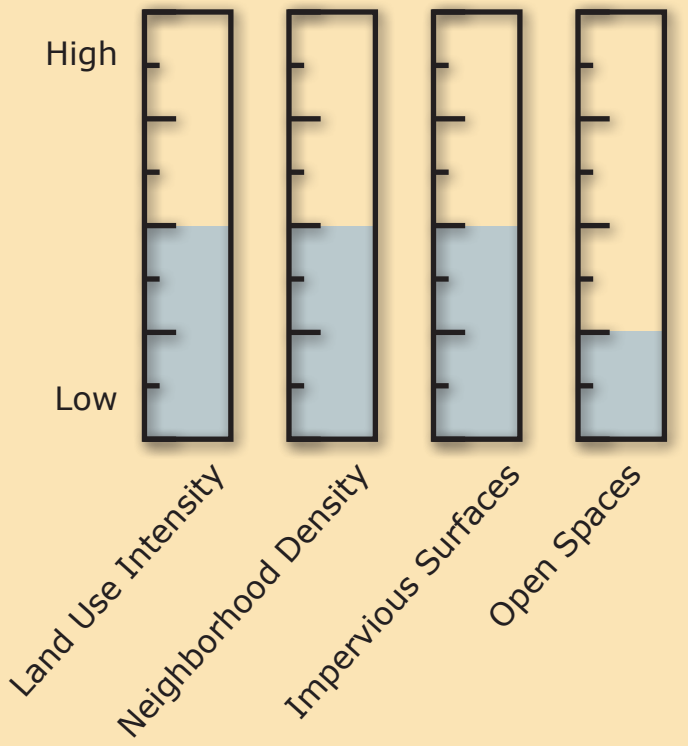
Examples of the traditional neighborhood development style.

Suburban Residential

General Description:

These neighborhoods typically have larger lots or shared open spaces and common areas with a lower overall residential density than in the Traditional Neighborhood. The neighborhoods are still walkable from house to house, but most households probably depend primarily on automobiles for daily trips. Off-street parking is typical of a suburban residential neighborhood and various configurations exist. Residential densities typically range from around 1-3 dwellings per acre, although some developments will exceed that either in localized areas (especially if there are shared open spaces, amenities, or common areas) or overall. In neighborhoods with larger lots, open space is generally on private lots rather than communal.

Comparative Dashboard



Streets and Circulation:

These neighborhoods have medium levels of connectivity with low volume, low speed routes. Effort should be made to increase connectivity except in instances where it would excessively harm environmentally sensitive areas. Block lengths should not exceed 650’ on a side unless absolutely unavoidable. Pedestrian facilities should be provided on at least one side of every street. Bicycles can share lanes on low volume streets, but on arterials dedicated (and preferably separated) facilities should be provided.

EXAMPLE USES:

Typical Uses

Primarily single family detached residential, with an occasional mix of other highly compatible residential uses scattered throughout, including duplexes, accessory dwellings, and garage apartments. Sometimes, but more rarely, there may also be duplex neighborhoods.

Uses if Context Appropriate

- Institutional uses (churches, schools, hospital, government, etc)
- Accessory dwellings
- House-scale multi-family residential, patio homes, or small townhome developments - very occasionally.

Suburban Residential

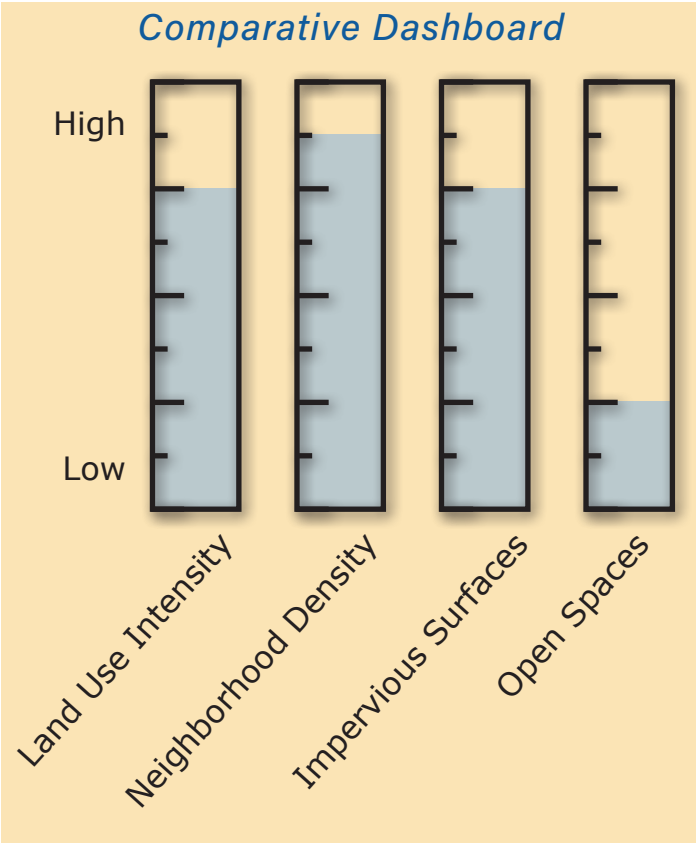
Other Concerns:

Extending public facilities (water, sewer, etc.) to these areas may place an increased strain on maintenance budgets since the lower densities and lower taxable value per linear foot of public facilities may not cover the costs of maintenance. This land use type consumes land a greater rate and with fewer homes than the other residential future land use character areas.

Examples of Suburban Residential.

Compact/Multi-Family Neighborhood

General Description:



These higher density areas are appropriate for multi-family residential dwellings such as apartments, condominiums, townhomes, duplexes or other attached residential. Densities should be higher than all other residential districts and as such will require less land to accommodate more households. Where waterfront adjacent, buildings are likely to be oriented to the water with their backs turned to the street. In all other locations, structures should be pulled up to and oriented to the street (e.g. – individual entrances for ground floor units, stoops or porches, living areas located on the street side of the unit, etc.) with parking in the rear or internal to the development and not visible from the street. Balconies, porches, and decks should also be provided to encourage interaction with neighbors. When these higher density neighborhoods are designed in this way, it enhances public safety by providing a sense of "eyes on the street" while also encouraging the sense of community that residents value so much. These neighborhoods should also have adequate pedestrian facilities and convenient

EXAMPLE USES:

Typical Uses:

Primarily higher density (relatively speaking) attached residential uses (apartments, condominiums, townhomes, patio homes, etc.) with duplexes also appropriate as long as they can be provided at high enough densities to be context appropriate. Single family residential and other low density uses should be discouraged as it does not create the density of households to support adjacent commercial areas.

If Context Appropriate:

- Institutional uses (churches, primary or secondary schools, hospital, government buildings, etc.)
- Hotels
- House-scale multi-family residential and duplexes, if higher density
- Low-intensity neighborhoods serving commercial uses on the corners of higher activity intersections

Compact / Multi-Family Neighborhood

Examples of Compact/Multi-Family Neighborhoods.

access to public, semi-public, or private open spaces and recreational facilities. Location adjacent to commercial centers is a win-win because it promotes walkability and creates easy access for businesses to the customers that support them. Public sewer is a requirement, but long extensions to distant properties should be avoided unless higher density uses are specifically desired, planned for, and immediately anticipated to fill in the stretch between activity nodes.

Streets and Circulation:

Streets are typically low volume and prioritize pedestrians through the provision of wider sidewalks on both sides. Street trees soften the streetscape and further enhance pedestrian comfort. Street trees may be in tree grates where sidewalks are paved up to the curb – occurs when adjacent to on-street parking. Because of the high density of pedestrians and proximity to commercial centers, connectivity should be high, utilizing a grid network which very rarely has blocks longer than 500'-600' on a side. On-street parking should be formalized (striping, landscaped tree islands every so often, etc.) and will typically serve visitors. Bicycles should have dedicated facilities but may share the vehicular travel lanes where speed limits and traffic volumes are low enough to accommodate them safely. Eventually, some of these areas may incorporate transit service. In the interim, it is important to consider centralized school bus stop locations.

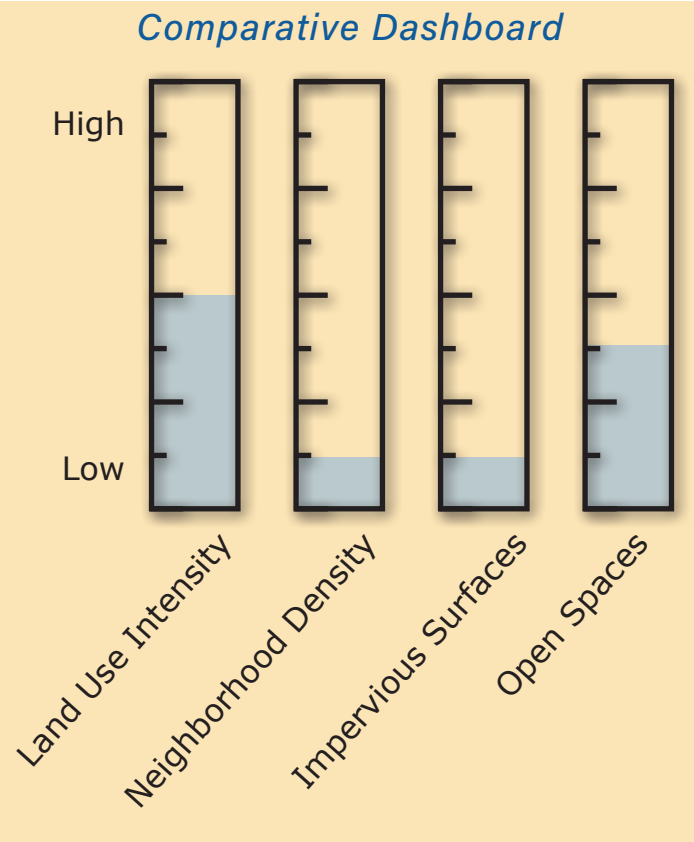
Other Concerns:

In Beaufort, these higher density areas are often limited by density caps as well as minimum parking requirements and restrictions on structure height. Parking decks are typically not viable in the current market. These density-limiting factors reduce the potential for these areas to provide their maximum value in terms of maximizing public infrastructure investments (water, sewer, sidewalks, etc.), and being a potentially more affordable option for residents (less density means higher cost per dwelling because land costs are fixed). Clustering these higher density land uses directly adjacent to commercial nodes and public parks can maximize walkability and livability.

Rural/Working Lands

General Description:

Traditional Rural/Working lands (agriculture, silviculture, ranching and livestock, old farm fields, and homestead farms) predominate this character area. It also includes areas that are vacant or used for hunting or other non-residential, non-urban uses. These areas are generally not served by sewer service, although some suburban areas may be already. Due to typically poor septic infiltration potential for local soils, they are undesirable for residential or other types of development. If homes are present, they are often on very large lots or have been carved out of a larger tract of farmland. On-site septic treatment is one limiting factor to residential density, although the Town may also choose to restrict it further in the interest of maintaining rural character and/or maximizing use of public services (water, police, fire, emergency services, etc.).



This character area may also overlap with the Non-Intensification Zone in more urban or suburban contexts within Town. This indicates that although these areas may already have or be entitled for development, development denser than what is currently vested should be avoided and any public infrastructure in these areas should be minimized as it will be susceptible to coastal and climate hazards.

This character area encompasses the majority of the land between Hwy 101 and the new Hwy 70. It may be possible to serve this area effectively with sewer and it is generally some of the higher ground within the Town's jurisdiction. If sewer and other residential attractors should be discouraged and instead focused towards the Town, where services exist.

EXAMPLE USES

Typical Uses:

Primarily silviculture, ranching and livestock, old farm fields, and other agricultural uses and supportive structures. Occasionally homestead farms or isolated large-lot single family detached residential. Schools, hospitals,

If Context Appropriate:

» Small footprint institutional uses (churches, government buildings, etc.)

connections can be extended into these farmlands and development occurs, it should only be with an appropriate network of collector streets that will tie together the two main highways.

Streets and Circulation:

Streets in these areas are typically not curb-and-gutter (aka "ditch section"). There is typically not enough pedestrian activity to justify sidewalks, although if densities approach those of the Suburban Residential future land use character area, then they should be required in a similar amount. Blocks should not exceed twice the maximum length of the Traditional Neighborhood Residential character area. This is especially relevant when connecting to existing streets which are or will be thoroughfares or collectors of any sort, including residential collectors. The appropriate block length will allow these neighborhoods to evolve, redevelop, and become denser as the Town grows. So, while this connectivity may seem excessive in the present, it will preserve the ability for a more appropriate future condition to occur which is otherwise lost if block lengths are too long or streets too curvilinear. As always, streets should be on a grid and new neighborhoods should stub out to adjacent properties unless it would have an extremely negative impact on the environment.

Other Concerns:

Extension of public facilities (especially sewer service) to these areas for a single, remote development is generally not cost effective for service providers and can also create the incentive for further sprawl to develop along the extended public facilities. It can create a hodgepodge of development that is not conducive to focused activity centers. Significant consideration should be given to potential impacts before a decision of this type is made. If lower density residential development is allowed in these areas, it is important to ensure that appropriate street connections are made so that as public facilities are extended and the appropriate connectivity exists to serve higher density redevelopment and infill development as these places evolve. Where these areas overlap with the Non-Intensification Zone or other areas prone to inundation as seas rise, public infrastructure should not be extended.

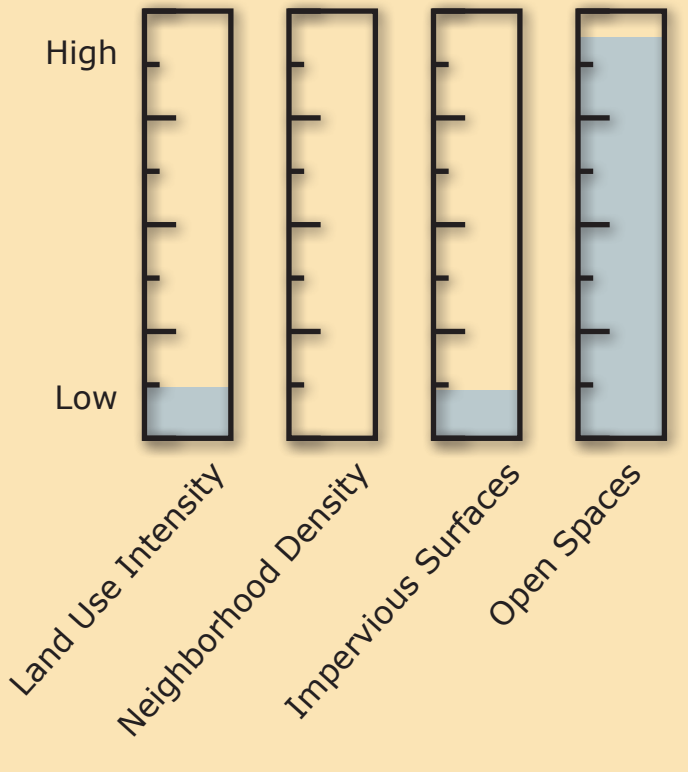
Examples of Rural/Working Lands.

Conservation / Open Space / Parks / Environmental / Recreation

General Description:

Floodplains, wetlands, and sensitive environmental areas (shoreline, coastal marshes, etc.) are important to the identity and natural character of the community. In fact, the natural environment is probably one of the top three reasons that people treasure Beaufort so much. These natural spaces also provide vital community support services, such as floodwater storage, air purification, wildlife habitat and nurseries, passive recreation, storm protection, and others. This character area contains several types of typically "undevelopable" areas, in the traditional sense, as well as other areas where traditional development should not occur or where development should be low-impact, community oriented, and/or recreation-oriented. Great care should be taken to ensure development in these areas does not degrade the natural environment and that public investment does not encourage development of these areas. At some areas as is absolutely necessary. This includes regulatory floodplains, shorelines, and coastal marshes and wetlands, where the highest and best use may be the accommodation of floodwaters and/or natural habitat.

Comparative Dashboard



EXAMPLE USES:

Typical Uses:

Traditional parks, such as sports fields, playgrounds, public water access points, or recreation facilities, may be appropriate in some locations. Open space may include passive parks, wildlife viewing areas, natural area access, or low-impact walking or bicycling trails. Environmental areas are those sensitive, natural areas that should not be developed in the traditional sense, and if they must be, then development should have as little impact on these sensitive

If Context Appropriate:

- Water dependent uses (marinas, boat launches, public water access, docks, boat houses, piers or jetties, fishing operations, ferries, etc.)
- Public restrooms or public pavilions
- Interpretive center

Conservation / Open Space / Parks / Environmental / Recreation

point in the future, conversations may also be needed about the potential costs and consequences of armoring or retraction of public services from areas that are environmentally vulnerable, especially if those areas are projected to be even more vulnerable as time passes.

Streets and Circulation:

Public streets should be very limited in these areas. Driveways, if unavoidable, should appropriately handle stormwater so that it does not degrade the environment. Pedestrian and cyclist movement is typically by trails or sidewalks.

Other Concerns:

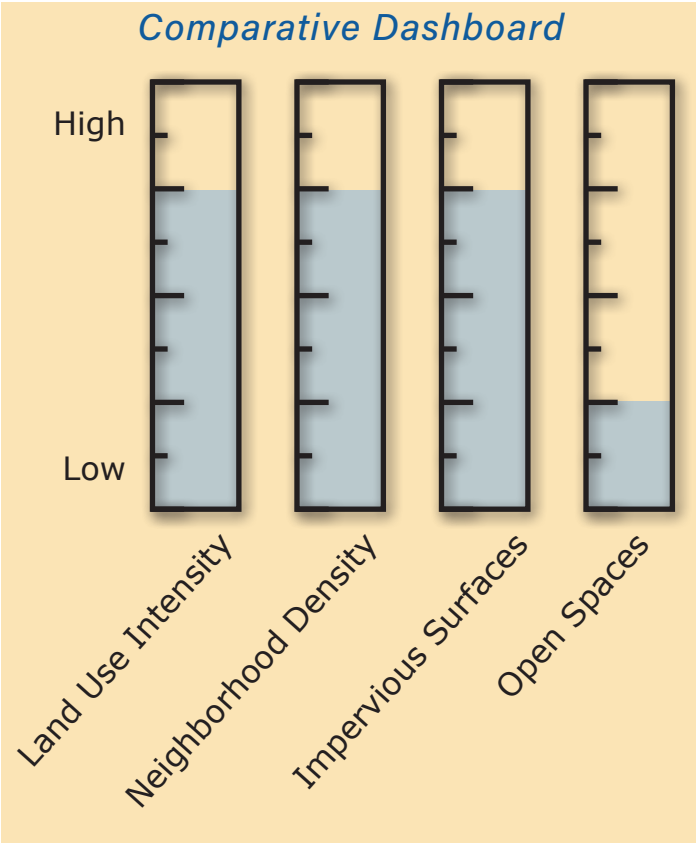
The natural environment has been clearly identified by the community as one of their most valued assets. Any efforts to protect or enhance it, especially efforts that restore water quality or natural habitat, will no doubt be embraced. Ultimately, the economy of Beaufort rests on people wanting to live in a beautiful place. The natural environment, built environment, and people of the community make it beautiful.

Rachel Carson Reserve

Cedar Street Mixed-Use Area

General Description:

These areas have a mix of non-residential and residential uses that serve the existing neighborhood and the greater area. These sites are occupied by single-family attached dwellings, duplexes, apartments, lofts, condominiums, and commercial uses such as retail, office, business services, and personal services. Density is medium-to-high, similar to traditional neighborhoods near the downtown area. The area is walkable and good for cycling, with a few neighborhood-oriented businesses. Structures should front the street to enhance public safety by having "eyes on the street" while parking should be located in the rear to promote walking and biking. Public water and sewer services are necessary.



Streets and Circulation:

Streets are typically low volume and prioritize pedestrians through the provision of sidewalks on both sides. Street trees soften the streetscape and further enhance pedestrian comfort. Connectivity is high because of the grid network which very rarely has blocks longer than 500' on a side.

EXAMPLE USES:

Typical Uses:

Medium- to high-density residential dwelling units such as single-family homes, duplexes, apartments, townhomes, condominiums, and neighborhood serving commercial, retail, services (e.g. – brew pub, restaurant, small stores). Pedestrian oriented commercial uses such as cafés, boutique shops, hardware stores, flower shops, and personal care businesses. Vertical mixed use, including upper-story residences or offices, are appropriate.

If Context Appropriate:

- » Neighborhood-serving, small-scale commercial uses
- » Accessory dwellings
- » House-scale multi-family residential
- » Small hotels or bed-n-breakfasts

Cedar Street Mixed-Use Area

On-street parking serves both visitors and residents. Bicycles will have dedicated facilities but may share the vehicular travel lanes where speed limits and traffic volumes are low enough to accommodate them safely. It is important to prepare the area for potential future transit.

Other Concerns:

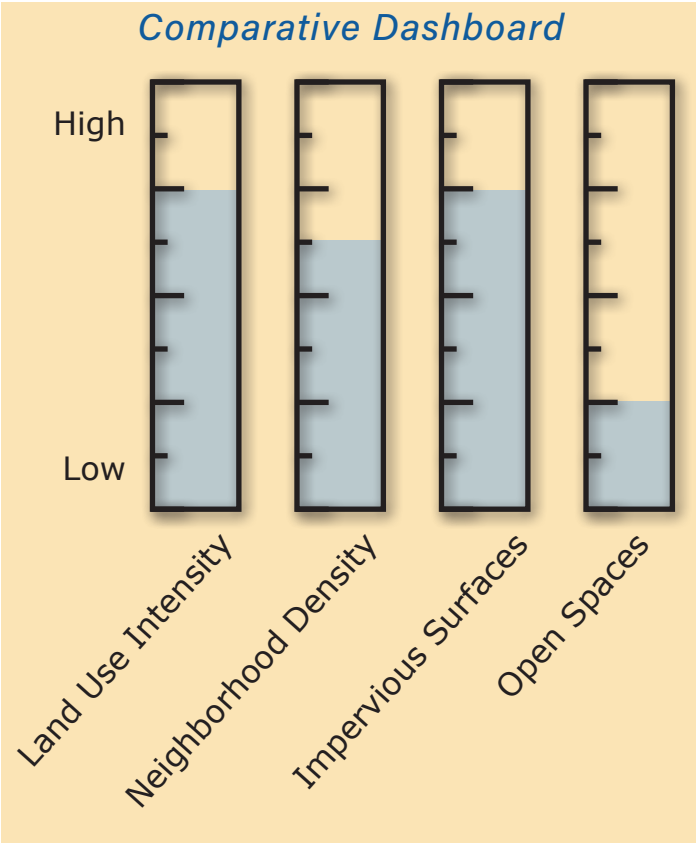
Vertically integrating residential uses with commercial uses can maximize walkability and livability. Nearby public parks and access to the water provide outdoor recreational opportunities. It is possible that in the future, Cedar Street becomes a second downtown hub similar to Front Street.

Examples of Cedar Street Mixed-Use Areas.

Village Commercial

General Description:

These areas have small-scale non-residential uses that serve the neighborhood and sometimes even a greater region. Often it may only be three or four corners of an intersection or one large, multi-tenant compound, but sometimes larger geographic stretches may also be appropriate. Sites, structures, and streets are human-scaled. Buildings may be setback from the street, particularly if it is a previously residential structure that has been converted for a commercial use. It may also be appropriate to have buildings pulled up to the street, with parking in the rear, especially at busy intersections or in particularly active nodes.



Streets and Circulation:

Streets should have good pedestrian facilities to support walking from businesses-to-business or from home-to-business. Pedestrians are prioritized, but automobiles are accommodated, and might even have a transit stop nearby. Accommodating a mix of transportation options

EXAMPLE USES:

Typical Uses:

Smaller footprint, lower intensity, neighborhood serving commercial, retail, services, or offices. Pedestrian-serving uses (boutique shops or fitness studios, personal care, arts) are more appropriate than automobile-oriented uses (vehicle or machinery repair, rental and service, commercial nurseries or lumber yards, fast food restaurants, drive-thru banks, etc.). Upper story dwellings (aka "live/work") are also appropriate.

If Context Appropriate:

- Institutional uses (churches, schools, hospital, government buildings, etc.).
- On parcels directly adjacent to this area, multi-family residential may be appropriate, potentially providing customers for local businesses.
- Higher density residential development, whether as detached or low-impact attached residential is usually appropriate within a ¼ mile walking distance of these areas.

Village Commercial

is important to being accessible to customers. Blocks should rarely, if ever, exceed 500 feet on a side so that they are walkable and might even be able to one day evolve into a condition similar to Downtown Commercial.

Other Concerns:

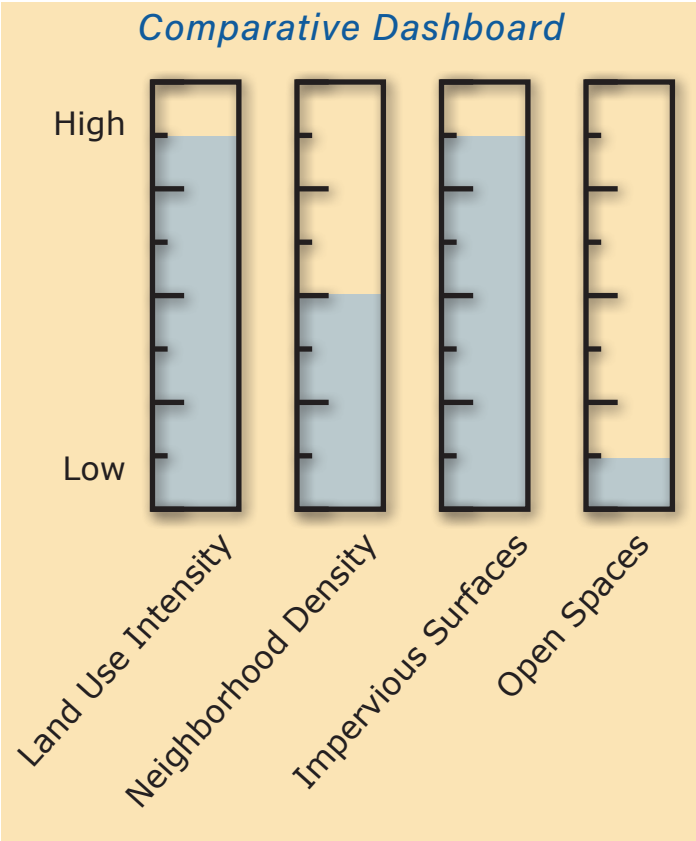
Depending on context, some of these places may evolve into higher activity Downtown Commercial areas some day in the distant future, and future infrastructure projects should support that.

Examples of Village Commercial

Commercial Center

General Description:

These areas have large-scale non-residential uses that serve the entire community and larger region. These sites are often occupied or anchored by a large tenant ("big box") and the development may span the entire block. Often it is a multi-tenant development with outparcels and large swaths of shared parking, but it can have other, more pedestrian-friendly configurations, as well. Buildings are generally set back from the public street and often front on individual or shared parking lots. Some developments may have buildings pulled up to the street, with parking in the rear, especially at busy intersections or in particularly active nodes that are accessible by nearby residents via walking. However, these places are typically automobile-oriented, generate large volumes of traffic, and are not particularly walkable.



EXAMPLE USES:

Typical Uses:

Large footprint, higher intensity, regional commercial, retail, services, or offices, including less pedestrian friendly uses such as vehicle and machinery repair, sales, and rental, lumber yards, commercial nurseries, fast food restaurants, etc. Hotels are also appropriate. Automobile-dependent businesses predominate.

If Context Appropriate:

- Institutional uses (churches, primary or secondary schools, hospital, government buildings, etc.), provided they do not detract from the overall commercial nature of an area.
- On parcels directly adjacent to this character area, multi-family residential is often appropriate, particularly if it is walkable to nearby businesses. Higher density residential development, whether as detached or attached residential, is usually appropriate within a ¼ mile network walking distance of these areas.
- Upper story dwellings (aka "live/work") may be appropriate in extremely limited instances.

Commercial Center

Streets and Circulation:

Streets should be (or have easy access to) higher volume streets or highways. Business frontages should have pedestrian connections to each other and to the surrounding sidewalk network, even if walking is not as convenient because of the longer distances. Automobiles are usually prioritized, but pedestrians should not be forgotten. If developments use extensive private drives or have adjacent parking areas, cross-access (automobile and pedestrian) should be required to adjacent nonresidential or multi-family residential uses, in order to reduce traffic congestion on the main roads. Due to the high attraction of these centers, there might even be a transit stop nearby one day. Blocks should not exceed 700' feet on a side. If they do, the site may need to be redesigned to accommodate the public street network. Landscaping and proper stormwater management are key to ensuring attractive parking areas that do not contribute to excessive runoff.

Other Concerns:

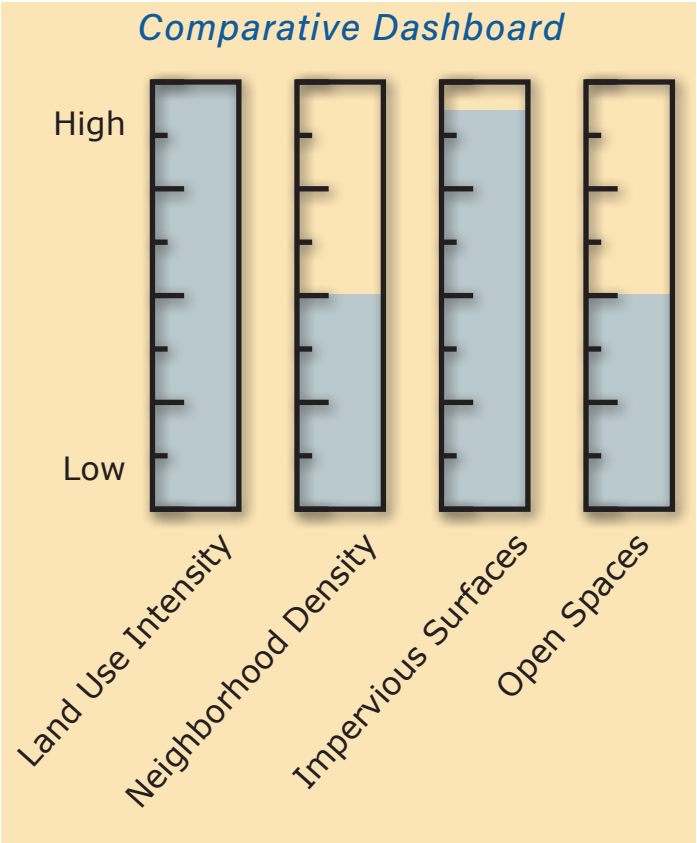
Maintaining connectivity through these developments and to surrounding and adjacent neighborhoods and parcels is important. Allowing these developments to connect only to the main thoroughfare will contribute to additional traffic congestion as neighboring developments will have to travel the major thoroughfare to enter through the front, instead of having access from the sides and/or rear of the parcel. The connectivity, longevity, and public utility of the public street network must be a top consideration during the development process. Commercial areas are developed and redeveloped, but the right-of-way network established at the subdivision or site plan stage of development defines the built environment into the forseeable future and beyond.

Examples of Commercial Centers

Downtown Commercial

General Description:

This area is characterized by walkable, active streets with high activity in the day and night. It is the social hub of the Town and is a major attraction, not only for its historic development character and beautiful streets, but also for the activity and pleasant, pedestrians-first environment. Comfortable outdoor public spaces, dining, and shopping abound. Shops are primarily small footprint, boutique, local operations. The tightly packed businesses maximize public infrastructure and services and likely generate more taxable value per linear foot of infrastructure than any other location in Town. The buildings are pulled close to the sidewalks and directly interact with the public right-of-way. Parking is at a premium and is located primarily in formalized on-street spaces or in shared or public lots in the rear yard



EXAMPLE USES:

Typical Uses:

Active storefront uses (retail, restaurants, shopping, etc.) are a must, but it's not uncommon to have other commercial, office, service, or even residential uses on upper floors. Accessory uses that cater to the public (instructional classes, etc.) are appropriate, too. Anything that encourages visitation, activity, relaxation, dining, and/or recreational shopping is encouraged. Drive-thru facilities (banks, drive-thru restaurant, etc.) or low-activity uses that do not cater to the general public (churches, schools, offices, etc.) or are by appointment only (dentists, architects, hair salon, etc.) and are rarely, if ever, appropriate on ground floors.

If Context Appropriate:

- On parcels directly adjacent to this character area, multi-family residential may be appropriate, particularly if it is likely to support adjacent businesses.
- Higher density residential development, such as detached or low-impact attached residential is usually appropriate within a ¼ mile walking distance of these areas.
- Any development in or near this district should consider historic character and development requirements.

Downtown Commercial

or on separate parcels nearby.

Streets and Circulation:

Streets have exceptional pedestrian facilities to support walking from business-to-business or from residence-to-business. Pedestrians and cyclists are prioritized, but automobiles are accommodated. Landscaping and street furniture (benches, trash cans, etc.) should be prevalent. Parking is primarily in formalized, on-street spaces. Blocks should rarely exceed 500 feet on a side but more often are closer to 400'or 450'. Alleys may be necessary for services and operations, and utilities (especially overhead utilities) should be placed here if possible, so that they do not interfere with the public experience.

Other Concerns:

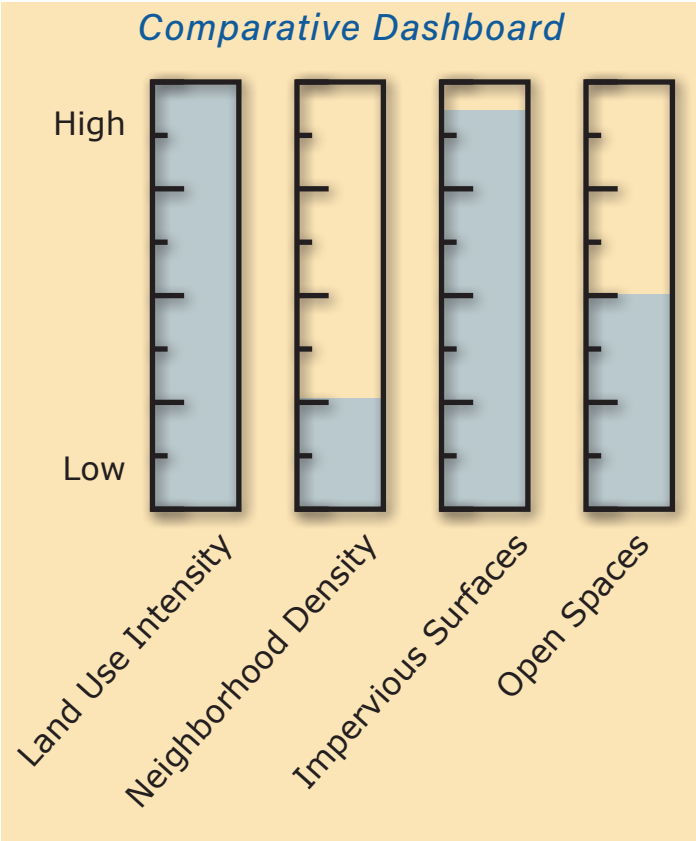
Although this character area currently focuses on (and is named for) the downtown, it may be appropriate in the future to extend it to other, select, and geographically limited locations within Town that have similar characteristics and/or where this type of character is desired. If this occurs, it will be essential to ensure that these areas are both allowed and required to create a development character and experience that mimics the original downtown. Caution should be taken when designating these areas because the Town can only support so much of this high-intensity district. If there is too much supply of this type of character area it can lead to a decentralization of supply that creates disinvestment in the existing downtown. Any expansion of this character area should be directly adjacent to the existing downtown.

Examples of Downtown Commercial

Waterfront Commercial

General Description:

This character area is similar to Downtown Commercial, with other water-dependent, nonresidential areas which exhibit the distinct historical character of the downtown. The uses and structures in this character area are usually water-dependent but are always water-oriented and are typically accessible by boat. The shoreline has nearly been converted from a natural condition to a hardened, engineered condition (bulkheads, seawalls, riprap, docks, piers, etc.), but efforts should be made to increase habitat and ecological function if possible. The public should have visual and physical access to the entire waterfront.



Streets and Circulation:

Since the shoreline and waterways are public resources, public and pedestrian access along the entire waterfront should be prioritized. Streets could be extended through to the water and used as street end CAMA access points with signage.

EXAMPLE USES:

Typical Uses:

Public boat docks and boat ramps, marinas, waterfront restaurants, commercial fishing operations, public parks and boardwalks, public water access, boat manufacturing and public boat houses, boat rentals, ferry docks and water-based ecotourism.

If Context Appropriate:

- Water-dependent institutional uses (fire, police, or U.S. Coast Guard operations, etc.)
- Hotels, in a very limited capacity and such that hotels are not built next to each other where possible
- Upper story residential

Waterfront Commercial

Other Concerns:

The conversion of shoreline from natural to artificial should be avoided due to the negative impacts associated with loss of habitat and the vital ecosystem services they provide. Some of these uses and structures are located in environmentally vulnerable areas that will become further challenged as seas rise. Careful consideration should be given to which places should be armored in place and which should retreat or retract. Public infrastructure investments in these areas will likely also carry greater maintenance costs and could potentially have cascading impacts that affect overall operations. For instance, saltwater intrusion can contaminate drinking water wells, deteriorate water supply pipes and concrete sewer pipes, and can also negatively impact operations at the wastewater treatment plant.

Examples of Waterfront Commercial.

Employment Center / Utility/Infrastructure

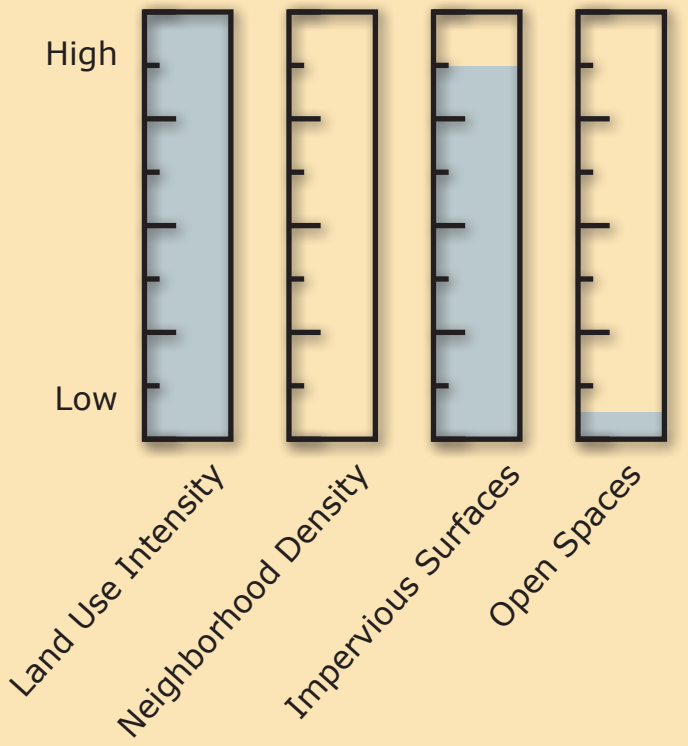
General Description:

These employment-supporting land uses provide jobs and centers for economic growth. In many other Towns, these types of uses are heavily screened or separated from different uses, but in Beaufort they are typically pre-existing and/or are already closely located to neighboring structures. These areas should not be allowed to develop for lower intensity uses to infiltrate, since this type of land usually already has the unique combination of factors needed to support these higher intensity uses, and the value to the community of these larger employment-generating uses is significant.

Streets and Circulation:

Because these uses have requirements

Comparative Dashboard



EXAMPLE USES:

Typical Uses:

Offices, manufacturing, fabrication, and industrial uses, lumber yards or high intensity contractor's offices, breweries and distilleries, transportation, logistics, and warehousing. Industrial-supportive commercial uses, such as wholesale operations. Larger institutional uses, such as hospitals or technical colleges involving industrial uses, but excluding non-intensive uses such as churches and primary and secondary schools.

If Context Appropriate:

» Institutional operations (government maintenance buildings, etc.), provided they do not detract from the overall commercial nature of an area.

» Some outside industrial operations may be permissible, depending on location and the extent of external impacts. Otherwise, indoor operations are preferable.

» Lay-down yards and outdoor storage of heavy equipment or materials.

» Storage of hazardous materials should only occur outside of areas susceptible to flooding. Best practices would exclude more than just areas in the 100-year floodplain to ensure the risk of environmental pollution is tightly managed.

Employment Center / Utility/Infrastructure

that are often specific to the occupant, care should be taken at development to maintain efficient traffic flow and cross access, while also respecting occupant needs. Automobiles and freight are prioritized over pedestrians, although pedestrian linkages may still be necessary in some locations. Streets are designed to accommodate larger vehicles and delivery trucks. Typically, blocks should not need to exceed 500' to 600', but in some locations (such as the old Atlantic Veneer campus) these areas have grown through the years with much larger block sizes.

Other Concerns:

With the ever-present high demand for residential properties in coastal communities, it is difficult to argue against old industrial or manufacturing properties converting to residential neighborhoods. This is especially difficult if buildings are vacant and there is limited demand for manufacturing business space. However, it is important to realize that once these industrially-suited areas are lost they will likely never return. This may be tolerable and/or even appropriate, based on the specific situation, but it is a consideration to be discussed, especially given some community members' desire to diversify the employment base of the community away from a heavy reliance on tourism. If these properties are lost and demand for those uses still exists, it is likely new sites will be developed elsewhere, potentially not in Town limits.

Examples of Employment Center/Utility/Infrastructure

Non-Intensification Zone

General Description

Beaufort is closely intertwined with the sea, shoreline, and estuaries that surround it. As sea level rise continues, the Town becomes increasingly vulnerable to natural disasters, property damage, and population displacement. The community understands the need to balance these needs of the present against the uncertainties and risks of an uncertain climate future. The Non-Intensification Zone recognizes this vulnerability and seeks to minimize the threats to the health, safety, and financial security of current and future residents and the Town itself.

The 1% annual flood chance area (the 100-year floodplain) is already a regulatory boundary. In addition, this boundary is a decent approximation for the amount of sea level rise possible by the year 2100. Although this timeframe may seem too distant for individual property owners to fathom, it is not so distant from the perspective of the Town itself (which is already over 200 years old with some structures even older than that). Infrastructure and structures built over 100 years ago are still operational and the Town must plan for a future that will be different from the present and past. The fundamental role of the Town is to protect public health, safety, and welfare by minimizing these negative externalities. As development in the Town continues to

EXAMPLE USES:

Typical Uses:

Single family detached residential of low densities (i.e. – without public utilities) and other lower intensity uses (parks, open space, hunting stands, docks and fishing areas, day-use areas, flood absorption, etc.) should be the only uses allowed in the Non-Intensification Zone, with the exception of existing nonconformities. As uses in these areas are ceased or abandoned, public utilities should be disconnected and any re-use of that property should occur as described above. New development should only occur with the explicit acknowledgment that these properties will not be allowed to install bulkheads and that any structures placed in these areas will need to be designed such that they can be abandoned or relocated, in order to allow the natural shoreline to migrate as seas rise. In general, public infrastructure should not be expanded or extended further. In areas that are already intensely developed and are deemed essential to the identity of the Town, such as the Downtown Commercial and Waterfront Commercial areas, it may be appropriate to continue to maintain existing public infrastructure so long as measures are taken to protect such infrastructure against probable future conditions. This may involve elevation of roadways, pipes, and floodproofing of infrastructure.

If Context Appropriate:

» Water-dependent uses, but only if public infrastructure is adequately protected and/or any additional maintenance burden or liability is covered by the private landowner or deemed to be in the public's best interest.

intensify, there must be accounting for the associated negative impacts, including, but not limited to, loss of the natural environment and vulnerability of the built environment, homes, and lives to storms and sea level rise.

The Non-intensification Zone describes an area where future development should be limited and public infrastructure should not continue to be intensified unless significant protective measures are put in place to ensure infrastructure and investments are adapted to probable future conditions. The purpose of the Non-Intensification Zones is to protect the residents' safety and quality of life, the community's fiscal well-being, and environmental quality through the recognition of the changing climate and the community's unique vulnerability to it.

Other Concerns:

As sea levels rise and coastal and climate hazards intensify, the floodplains will expand into areas of Town that are not now currently subject to the requirements of the FEMA Special Flood Hazard Area (aka 1% annual flood chance, or 1-in-100 year storm). The Non-Intensification Zone as currently proposed does not raise the bar too high, in terms of protection (or even retraction) of public infrastructure from high-risk, high-maintenance areas, but it is a step forward. The Special Flood Hazard Area is not the highest level of protection against flooding, it is the minimum required by the federal government. Other communities around the world take flood risk much more seriously than the United States. For instance, the Netherlands designs for the 1-in-4,000 year storm. However, as the frequency and severity of storms have increased, some communities in the United States are beginning to take flood risk more seriously. After recent flooding during a hurricane in Texas, the Galveston area is considering up to 22-foot high gates over the entrance to the bay, coupled with up to 17-foot tall levees to protect against future extreme storm surge events. Similarly, the Town could decide to be more proactive in their resilience to flooding and storms by choosing a higher benchmark for the Non-Intensification Zone (e.g. the 0.2% annual flood chance area) and/or could

Example of a Non-Intensification Zone.

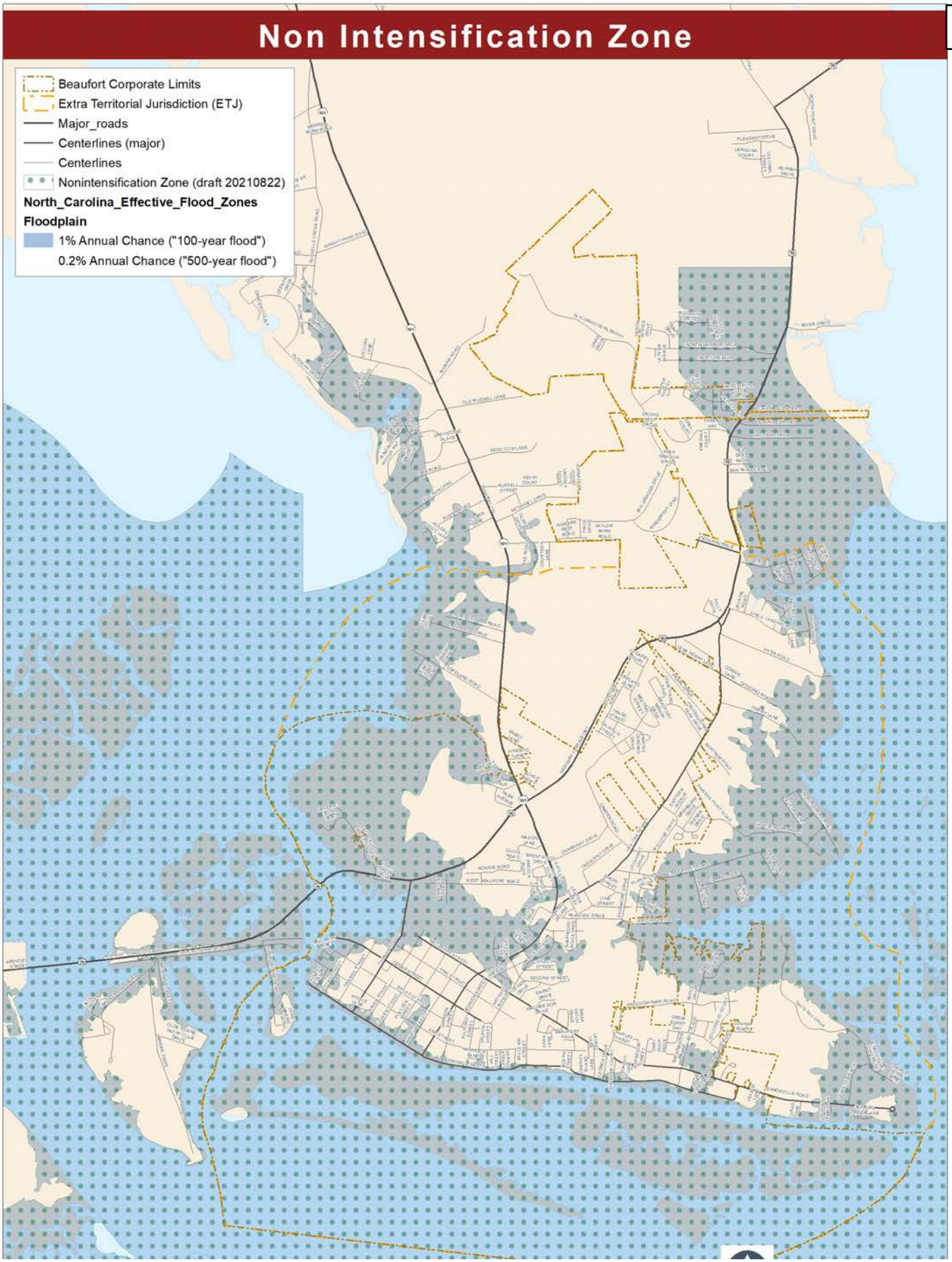
implement higher flood protection standards, even expanding those requirements to areas beyond the Special Flood Hazard Area.

The financial cost of floodproofing all of the Town's infrastructure is likely beyond the capabilities of the Town without significant outside investment, and outside investment is unlikely to occur in areas that are of high flood risk. It may also be necessary or prudent in the future for the Town to abandon public infrastructure and service provision in some of areas, to avoid unsafe conditions or maintenance liabilities that are insurmountable. This type of decision will have significant impacts on private investments as well as public financial interests. However, as private and public entities (Moody's, FEMA, etc.) continue to better understand and communicate the financial risks associated with sea level rise and future climate conditions, communities that take measurable actions to minimize their liabilities will surely be viewed more favorably than if they had not.

Precedents for using comprehensive plans and zoning to redirect growth to lower vulnerability areas and/or establish enhanced flood protection requirements outside of the Special Flood Hazard Area can be found in places such as Norfolk, Charlotte, Boston, Miami, and Charleston. Even towns on the northern Outer Banks have explored requiring higher than bare minimum structure elevation in order to become more storm resilient.

Rachel Carson Reserve.

Non Intensification Zone



The Non-Intensification Zone is a response to natural hazards associated with climate change and coastal storms and protection of the unique coastal environment.

7

CAMA Topics and Policies

CAMA Land Use Management Topics and Policies

The Coastal Resources Commission (CRC) outlines five Land Use Plan Management Topics that must be addressed in a Coastal Area Management Act (CAMA) land use plan, including Public Access, Land Use Compatibility, Infrastructure Carrying Capacity, Natural Hazard Areas, and Water Quality. A CAMA-compliant land use plan must address these management topics to ensure that plans support the goals of the CRC. Each CAMA-required management topic includes a Management Goal and a Planning Objective, which are specified in the state statutes governing land use planning in coastal communities, followed by recommendations for future action. Some recommendations may align with more than one management topic.

Land Use Management Topics for CRC Review Purposes

A CAMA land use plan also affords the opportunity for a local government to address areas or issues of local concern, which may be asset-based, programmatic, regulatory, geographic, or otherwise. These issues were identified during the land use plan development process and are included herein. The issues do not necessarily directly align with the CAMA management topic structure, but are locally important nonetheless. These recommendations are not required to have associated timelines for completion or implementation, although in some cases these may be provided. Not all of the recommendations contain specific action items, but that should not be perceived as any less a call to action. In addition, not all of the recommendations outlined herein are immediately ripe for implementation, and (as with the Future Land Use Map, or FLUM) local discretion and leadership will determine priorities and timelines. Policies that are not able to be implemented immediately will guide future development decisions on the Town level, so that all future development will bring the reality closer to the vision. While the FLUM and policies are intended to provide guidance during land use decisions, the issuance of CAMA and development permits will be based on adopted standards in the Town's Code of Ordinances and the CRC's permitting rules that implement the Coastal Area Management Act.

In the following pages, policies and implementation steps are identified by the following, with relevant CAMA Topics and implementation year(s) indicated:

(P) - policy

(I) - implementation step

Where no entry is provided, the topic is not considered relevant to the CAMA Land Use Management Topics. Only CAMA policies have the association to the relevant CAMA Land Use Management Topic show, as the implementation steps are covered by that policy.

Goals for: Land Use Compatibility (LUC)

Management Goal: Ensure that development and use of resources or preservation of land balance protection of natural resources and fragile areas with economic development, and avoids risks to public health, safety, and welfare.

Planning Objectives: The plan shall include policies that characterize future land use development patterns and establish mitigation concepts to minimize conflicts.

Goals for: Public Access (PA)

Management Goal: Maximize access to the beaches and the public trust waters of the coastal region.

Planning Objectives: The plan shall include policies that address access needs and opportunities, with strategies to develop public access and provisions for all segments of the community, including persons with disabilities. Oceanfront communities shall establish access policies for beach areas targeted for nourishment.

Goals for: Infrastructure Carrying Capacity (ICC)

Management Goal: Ensure that public infrastructure systems are sized, located, and managed so the quality and productivity of areas of environmental concern (AECs) and other fragile areas are protected or restored.

Planning Objectives: The plan shall include policies that establish service criteria and ensure improvements minimize impacts to AECs and other fragile areas.

Goals for: Natural Hazard Areas (NHA)

Management Goal: Conserve and maintain the barrier dune system, beaches, flood plains, and other coastal features for their natural storm protection functions and their natural resources giving recognition to public health, safety, and welfare issues.

Planning Objectives: The plan shall include policies that establish mitigation and adaptation concepts and criteria for development and redevelopment, including public facilities, and that minimize threats to life, property, and natural resources resulting from erosion, high winds, storm surge, flooding, or other natural hazards.

Goals for: Water Quality (WC)

Management Goal: Maintain, protect, and where possible enhance water quality in coastal wetlands, oceans, and estuaries.

Planning Objectives: The plan shall include policies that establish strategies and practices to prevent or control non-point source pollution and maintain or improve water quality.

Item	Applicable CAMA Land Use Management Topic					CAMA Policy or Implementation	Time Frame (Fiscal Year)
	LUC	PA	ICC	NHA	WC		
Goal 1: Environmental Protection							
1.1: Protect and improve water quality in the creeks, wetlands, and waterways in and around Beaufort.					X	P	Ongoing
1.1.1: Reduce and address non-point source pollution.				X	X	P	Ongoing
1.1.1.1: Explore and utilize Low Impact Development (LID) strategies and on-site storage for stormwater management.						I	Ongoing
1.1.1.2: Implement Watershed Restoration Plan actions.						I	Ongoing
1.1.1.3: Work with local researchers to continually monitor water quality in creeks and North River.						I	Ongoing
1.1.1.4: Outreach initiative focused on minimized use and release of residential pollutants.						I	2023-24
1.1.1.5: Encourage reduction of impervious surface cover and increased use of permeable surfaces in new development and reconstruction or redevelopment.					X	P	Ongoing
1.1.1.6: Enhance standards for implementation of Low Impact Development, green infrastructure, and water quality measures in sites.						I	2022-23
1.1.1.7: Tie requirements to impervious surface percentages in sites, which larger percentages of impervious surface must provide increased amounts of stormwater management and green infrastructure.						I	2022-23
1.1.1.8: Retrofit streets and other publicly-owned areas with new or improved stormwater control measures, in particular those that improve water quality.						I	2023-Ongoing
1.1.1.9: Consider expanding impervious surface restrictions and regulation to all zoning districts.						I	2022-23
1.1.2: Protect and improve the health of vulnerable natural environments such as maritime forests and coastal marshes.				X	X	P	Ongoing
1.1.2.1: Actively document marsh and maritime forest areas and loss. Identify restorable areas of each type.						I	2027-28
1.1.2.2: Identify areas for wetland/habitat restoration, partnering with local agencies, like NC Coastal Federation.						I	Ongoing
1.1.2.3: Identify areas of terrestrial habitat that are irreplaceable or otherwise significant and to preserve those areas, possibly through partnerships with other agencies.						I	Ongoing

Item	Applicable CAMA Land Use Management Topic					CAMA Policy or Implementation	Time Frame (Fiscal Year)
	LUC	PA	ICC	NHA	WC		
1.1.2.4: Give enhanced priority to mature forests, and maritime forests in particular, in subdivision and site plan review when meeting preserved open space area requirements.	X			X	X	P	Ongoing
1.1.2.5: Consider ordinance updates to prioritize protection of existing stands of mature maritime forest as land is developed.						I	2022-23
1.1.2.6: Clearly identify areas where shoreline armoring will and will not be permitted, and where structures will have to relocate as shorelines erode.						I	2030-31
1.1.2.7: Encourage landowners to utilize living shorelines where appropriate.				X	X	P	Ongoing
1.1.2.8: Enhance development standards to reduce environmental impacts (e.g., tree preservation ordinance).						I	2022-23
1.2: Preserve, maintain, and enhance Rachel Carson Reserve (RCR).		X		X	X	P	Ongoing
1.2.1: Partner with NC DEQ and/or the RCR Local Advisory Committee to continue efforts to protect and enhance the Reserve, especially its habitat quality and storm mitigation features.						I	Ongoing
1.2.1.1: Town administrative and/or planning staff should maintain an active presence on the RCR Local Advisory Committee.						I	Ongoing
1.2.1.2: Participate in habitat resilience planning and restoration implementation and enhancement projects.						I	Ongoing
1.2.2: Educate the public about the ecological and storm protection benefits of the Reserve.						I	Ongoing
1.2.3: Continue to work with the RCR on addressing abandoned and derelict vessels to protect sensitive habitats .						I	Ongoing
1.3: Minimize the impacts of tourism and active recreation on the natural environment.		X		X	X	P	Ongoing
1.3.1: Mitigate the negative impacts of water and recreation access points in sensitive environmental areas.		X		X		P	Ongoing
1.3.1.1: Educate tourists on their impacts by partnering with realtor's and technical agencies to provide training (e.g., Coastal Training Program).						I	2025-26
1.3.2: Partner with local watersports businesses to direct recreation away from sensitive environments.						I	2025-26

Item	Applicable CAMA Land Use Management Topic					CAMA Policy or Implementation	Time Frame (Fiscal Year)
	LUC	PA	ICC	NHA	WC		
1.3.2.1: Provide educational materials for businesses on areas for recreation away from sensitive environmental areas.						I	2027-28
1.3.3: Investigate the carrying capacity of local natural resources with regard to ecotourism and visitation.						I	2024-25
1.4: Track shoreline and habitat change to minimize loss and inform potential habitat protection or restoration interventions.						I	2027-28
1.4.1: Create an educational program to inform the public about the public rights to the estuarine habitat and public benefits (property values (even in-land), fisheries value, quality-of-life, etc.) and take a firm stance on not perpetuating further shoreline habitat degradation.						I	2028-29
1.4.1.1: Partner with local agencies, such as the Rachel Carson Reserve, to increase the effectiveness of these efforts.						I	Ongoing
1.4.2: Map shoreline habitat and using best available local science, designate where certain types of erosion control measures are likely to optimize protective benefits.						I	2024-25
1.4.2.1: Clearly designate where the least impactful intervention is needed and/or allowable.						I	2029-30
1.4.3: Hardened shorelines should be utilized in only the most urban and/or high energy settings.				X		P	Ongoing
1.4.3.1: Develop an Estuarine Shoreline Management Plan identifying areas most appropriate for hardened shorelines.						I	2026-27
1.4.3.2: Update relevant ordinances to include standards on shoreline stabilization.						I	2024-25
1.5.2: Implement recommendations and steps from the North Carolina Marine Debris Action Plan.						I	Ongoing
1.5.4: Continue to work on addressing and removing abandoned and derelict vessels in a timely fashion.						I	Ongoing
1.5.6: Implement enhanced construction standards for docks and sea walls so that they have less chance of becoming marine debris after major storms.						I	2026-27
Goal 2: Resiliency							

Item	Applicable CAMA Land Use Management Topic					CAMA Policy or Implementation	Time Frame (Fiscal Year)
	LUC	PA	ICC	NHA	WC		
2.1: Reduce vulnerability by utilizing guidance from the Future Land Use Map (FLUM) to focus growth and public infrastructure investments away from flood-prone areas toward higher ground (see Non-Intensification Zone).	X		X	X	X	P	Ongoing
2.1.1: Keep zoning densities lower in vulnerable areas, using the Non-Intensification Zone, floodplains, and best available sea level rise projections as guidance.	X					P	Ongoing
2.1.2: Direct vulnerable land uses, including hospitals, age-restricted housing, group homes, and schools away from vulnerable areas and/or provide support to ensure they can sustain and recover more quickly from storms.	X					P	Ongoing
2.1.3: Relocate and site sensitive community infrastructure (critical public services and facilities, etc.) outside of vulnerable areas.						I	Ongoing
2.1.4: Consider downzoning undeveloped, unvested properties in the Non-Intensification Zone in order to communicate that these areas are not intended to accommodate high intensity development.						I	Ongoing
2.2.1: Manage retreat and contraction of public infrastructure and services away from high vulnerability areas.	X			X		P	Ongoing
2.2.2: Use current, best available sea level rise projections and environmental vulnerability knowledge when making public infrastructure investment decisions.			X			P	Ongoing
2.2.3: Direct public and private investment and capital improvement projects away from vulnerable areas and ensure any public investment in these areas is capable of surviving anticipated future conditions.				X		P	Ongoing
2.2.4: Mitigate tidal and storm surge flooding through structural improvements that prepare infrastructure for long-term resistance to environmental threats.				X		P	2024-25
2.2.4.1: Identify and map priority areas, such as at key locations along Front Street or Town Creek.						I	2023-24
2.2.4.2: Identify vulnerable roads, water, sewer, and stormwater pipes, electric facilities, and other public infrastructure and elevate/armor against rising seas.						I	Ongoing
2.3.1: Increase storm-safe construction standards, utilizing the most up-to-date code language by industry leaders, such as the Florida Building Code or the IBHS FORTIFIED Home criteria.						I	2028-29

Item	Applicable CAMA Land Use Management Topic					CAMA Policy or Implementation	Time Frame (Fiscal Year)
	LUC	PA	ICC	NHA	WC		
2.3.1.1: Launch a town-led retrofitting campaign that encourages residents to brace their homes against storms.						I	2024-25
2.3.1.3: Increase the flood-proofing and freeboard requirement in 100- and 500-year floodplain (aka 1% annual chance and 0.2% annual chance, respectively).						I	2022-23
2.4.2: Establish a prohibition on hardening shorelines in all locations other than immovable areas that have high or irreplaceable community value. This may involve relocating or removing public infrastructure from these locations.				X		P	Ongoing
2.4.3: Refine standards for when shoreline armoring or coastal erosion control structures should be removed, restricted, or allowed to rebuild.						I	2025-26
2.4.4: Develop and adopt a shoreline management plan.						I	2028-29
2.6.2: Examine infrastructure and services redundancy measures and incorporate new technologies as necessary.						I	Ongoing
Goal 4: Infrastructure & Public Utilities							
4.2.1: Continue to implement recommendations from the 2019 Stormwater CIP.			X			P	Ongoing
4.2.2: Assess stormwater facilities' resiliency to coastal and climate hazards and identify needed upgrades.			X		X	P	Ongoing
4.2.2.1: Identify and codify priority for low-lying areas such as Front Street.						I	Ongoing
4.2.2.2: Implement Watershed Restoration Plan.						I	Ongoing
4.2.3: Continue to manage and expand existing stormwater infrastructure, including the potential for regional stormwater management for built-out, troubled or vulnerable areas.	X		X		X	P	Ongoing
4.2.4: Evaluate and update impervious surface standards.			X		X	P	2022-23
4.3.1: Upgrade facilities according to leadership direction and established departmental policies and standards.			X			P, I	Ongoing

Item	Applicable CAMA Land Use Management Topic					CAMA Policy or Implementation	Time Frame (Fiscal Year)
	LUC	PA	ICC	NHA	WC		
4.3.2: Plan to increase capacity as needed to accommodate desired levels of growth. Conduct a preliminary GIS-based analysis to estimate the amount of water and sewer capacity that could be added to the utility system based on existing zoning and utilization of land. Update this assessment with new rezoning and development requests and approvals and consider it when deciding on new land use and development requests.			X			P	Ongoing
4.3.3: When upgrading facilities, relocate, elevate, or armor against projected future hazardous conditions or storm events.			X		X	P	Ongoing
4.3.4: Continue to monitor sewer system inflow and infiltration and mitigate and/or plan accordingly.						I	Ongoing
4.6: Re-envision parking areas (especially large surface lots) so that they reduce stormwater runoff and pollution and instead function to retain and filter stormwater.			X		X	P	Ongoing
4.6.1: Adopt stricter impervious surface standards.						I	2024-45
Goal 6: Transportation							
6.6.3: Increase launch locations for non-motorized vessels.						I	Ongoing
Goal 7: Town Character							
7.6: Increase public water and natural resources access while balancing the need for preservation.		X		X		P	Ongoing
7.6.1: Update the Town Waterfront Access Plan to improve, identify, and pursue existing and additional public access points and amenities.						I	2028-29
7.6.3: Pursue extension of existing dead-end streets to provide additional access points and create interconnection opportunities.						I	Ongoing

BEAUFORT

Appendix

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Appendix A: Population Projection Methods

Seasonal Population Estimate

Beaufort, like other coastal North Carolina communities, experiences large seasonal surges in population. Seasonal population in Beaufort is driven by hotels and other lodgings, the short-term rental market, and seasonal occupants and second homeowners who classify their primary residence elsewhere. Data was gathered from short-term rental databases and combined with information about known lodging in Beaufort. Day-travelers are not accounted for in these calculations and may be significant, especially for popular festivals and events. By combining the number of year-round residents with the average peak seasonal population estimate described in greater detail below yields a peak seasonal population estimate of 8,794 for the Town of Beaufort.

Population Type	Definition	2019 Estimate (Town Limits)
Peak Seasonal Population	Permanent plus visitor population. This is an approximation of the planning area's population on a "typical" peak day during the high season.	8,794
Permanent Population	Persons who usually reside in the planning area.	4,343
Peak Visitor Population	Persons who are temporarily residing in the planning area, such as tourists and vacationers, but who normally reside in another location. This estimate does not include day-trippers.	4,451

The 2019 American Community Survey housing data provides detailed insight into the housing stock in Beaufort. This includes the distribution of homes by bedroom count. These counts were used to calculate counts in parts A and B.

Total Overnight Visitors in the Peak Month (Town Limits)		
	Low Estimate	High Estimate
A. Short-Term Rentals & Seasonally Occupied Units	1870	2879
B. Guests of Year-Round Residents	532	1596
C. Other Lodging (ex. hotels, inns, marina slips)	1013	
Total	**3415**	**5488**
Average – Peak Seasonal Visitor Population	**4451**	

Short-Term Rentals & Seasonally Occupied Units

Data on the overall number of short-term rentals is difficult to ascertain. The most current data from the 2019 American Community Survey Estimates indicates there are 497 vacant housing units for seasonal or recreational use. For comparison, AirDNA data, a website that provides data insight into local AirBNB and VRBO use, pulled in January 2021 indicates 154 active rentals, though this only accounts for listings active on Airbnb and VRBO, not the whole short-term rental market or seasonally occupied second homes. AirDNA data also indicates that July is the peak month for short-term rentals, a 94% occupancy rate. "Whole house rentals" are classified as 90% of the rental market. This information is corroborated based on conversations relating to the short-term rental market in the area. The following assumptions are made:

- The 497 housing units in Beaufort are used for visitors.
- The short-term rentals reflect the general housing stock within Beaufort (based on the number of bedrooms and unit distribution).
- Peak occupancy rate for units used is 94%. (*AirDNA*)
- July is assumed to be the peak month which correlates with AirDNA data and Carteret County occupancy tax data.

A. Short-Term Rental & Seasonal Occupants (Town Limits)

To develop the seasonal population that corresponds to the short-term rental (STR) occupants, a low and high estimate of STR users was found based on bedrooms for each type of housing unit. These estimates for total capacity were found using ranges from 1-14 persons per housing unit. These were assigned based on the number of bedrooms per unit. This resulted in a total potential housing capacity (Row A), then the numbers were adjusted for the portion of housing units that are estimated to be secondary and rental units (17%) at 94% peak occupancy (Row B). This multiplier was derived by using the aforementioned 2019 American Community Survey Estimates figure of 497 for vacant housing units available for seasonal or recreational use in conjunction with the total number of housing units in Beaufort (i.e. 497 units ÷ 2926 units = 0.17. 0.17*0.94=.1598).

Short-Term Rental & Seasonal Occupants (Town Limits)						
Number of Bedrooms	Peak Occupancy Rate	Housing Unit Distribution *(i)*	Housing Units	Persons/Unit (Low & High Estimates)	Low Occupancy Estimate	High Occupancy Estimate
Studio	94%	2.5%	73	1 & 1.9	73	139
1 bedroom		9.3%	272	1.9 & 2.8	517	762
2 bedrooms		38.1%	1115	2.8 & 4.7	3122	5241
3 bedrooms		37.9%	1108	4.7 & 7.5	5208	8310
4 bedrooms		10.5%	306	7.5 & 9.4	2295	2876
5 or more bedrooms		1.8%	52	9.4 & 13.2	489	686
A. Total Potential Capacity			2926		11703	18014
B. Total assuming 17% recreation usage at 94% peak occupancy (0.1598)			**468**		**1870**	**2879**

i) American Community Survey 2019 data on unit distribution in Beaufort

B. Guests of Year-Round Residents (Town Limits)

Another factor that contributes to the seasonal population in the peak months are overnight guests of the permanent population. Assumptions to calculate this group:

- 25% of the households in Beaufort would host guests on a typical summer weekend. (Precedent for this statistic: 2009 Dare County Land Use Plan)
- Most homes would host between 1 and 3 guests. This is based on 76% of the housing stock having 2-3 bedrooms (see table in Section A) with an average permanent household size of only 1.8 residents (*2019 5-year ACS estimates).* This infers that there should be one to two bedrooms available for guests.

A low estimate of 1 guest per permanently occupied housing unit and a high estimate of 3 guests per unit is used to estimate peak seasonal guests.

Estimated Guests of Year-Round Beaufort Residents in the Peak Month (Town Limits)		
Permanently occupied housing units	2126	
	Low Estimate	High Estimate
	1 per Unit	3 per Unit
25% of units hosting guests	**532**	
Guests of Year-Round Residents	**532**	**1596**

C. Traditional Lodging (Town Limits)

Traditional lodging options in Beaufort are consistent of several inns, hotels, transient marina slips, and a campground that allows RVs. Based on available data, there are approximately 247 hotel rooms in Beaufort, where each room hosts a variable number of people based on beds.

- To account for varying number of beds per hotel room, an average of three people per night per hotel room was assumed, to account for an even split between 2- and 4-person hotel rooms. Per the 2006 Beaufort land use plan, there are 179 transient marina slips as well in town, housing an average of 2 people each.
- Like AirBNB, lodging options also have a 94% occupancy rate in peak months.

Using these numbers, the total amount of people found in "Other Lodging" is estimated as follows:

Other Lodging Occupants			
	Rooms/Slips	Average Occupants	Total Capacity
Hotels	247	3	720
Marina Slips	179	2	358
Total Capacity			1078
94% Occupancy			**1013**

Source: crytalcoastnc.org, 2006 CAMA plan (for marina slips)

D. **Peak Population Projections (Town Limits)**

Any increase in seasonal population in the future will be largely tied to the residential development market and overall housing economy. There are some large housing developments currently permitted in Beaufort, which are accounted for in the adjusted base population used for this estimate. If historical trends continue, rental and secondary housing will represent an increasing share of the total housing stock.

Beaufort Peak Population Projection (Permanent and Visitors)							
2019	**2020**	**2025**	**2030**	**2035**	**2040**	**2045**	**2050**
8,794	8,832	9,574	10,424	11,274	12,398	12,702	13,006

E. **Peak Population Projection Methods (Town Limits)**

The permanent population for 2019 is estimated at 4,343 within the municipal limits and 5,839 including those within the extraterritorial jurisdiction (*2019 ACS 5-year estimates, ESRI*). The annual growth rate for permanent residents was 0.9% from 2010 to 2020 within the municipal limits, which shows that while the permanent population is growing, it is not growing very quickly.

Permanent population projections were done by projecting these historical growth rates thirty years into the future. However, extrapolating population growth based on historical growth and government projections does not tell the whole story for Beaufort's population. The town has permitted two very large residential developments that together will bring almost 800 homes to town, which is roughly equal to the number of homes than were built in Beaufort between 2000 and 2019.

To account for the impact of these developments, an average was added to the population estimate in the new developments based on known quantities:

- 40 New homes per year (based on 2018-2020 average) (*Town of Beaufort)*
- 1.8 person average household size (*2019 ACS 5-year estimates)*
- 75% of homes are permanently occupied (*2019 ACS 5-year estimates)*

Adding this additional population to the average permanent projected population gave the new based permanent population shown in the table above.

Appendix B: Affordable Housing Primer

Intro

Affordable housing is a complex subject, both in terms of its causes and means of addressing it, especially in local governments. As the Southeast continues to attract more and more full-time residents, affordable housing is discussed in almost every community. Local governments in North Carolina are limited in their means of addressing housing affordability, primarily because of limits on how land use, private property rights, home design and prices may be regulated. These regulatory and market related barriers often mean that popular solutions from other states are not necessarily available in North Carolina.

A one-size-fits all method is not a practical approach to address affordable housing concerns and should be tailored to the housing market conditions of an area. Below are some potential means of addressing housing affordability, and how they may be applied in North Carolina. This is by no means an exhaustive list of remedies. This document explores options for local governments to increase the proportion of affordable housing and/or workforce housing in communities.

Terminology

"Affordable housing" has become a blanket term used when discussing how to best combat rising housing cost, however, it is beneficial to distinguish locally between different types. It has its roots in the public subsidized housing terminology. Typically, public subsidized housing has eligibility requirements for income. However, "affordable housing" has been co-opted by the larger discussion of housing cost and now is often used interchangeably with "attainable housing", which is a broader concept.

Below are some common terms used when referring to affordable housing:

"**Area Median Income (AMI)"** the midpoint of the income distribution for a specific geographic area, as defined by the U.S. Department of Housing and Urban Development (HUD) using data from the U.S. Census Bureau. This statistic is used by HUD for purposes of determining the eligibility of applicants for certain federal housing programs.

"**Affordable housing**" is housing that costs no more than 30% of a household's income, including utilities.[1]

- Affordable housing can be income-restricted, meaning it is specifically developed as affordable housing and is only available to households that meet specific income limits. (see section Income-Restricted Housing Tools)
- Affordable housing can also be market rate, meaning it is affordable based on market price and is not restricted based on household income. These housing units are susceptible to market fluctuations and may increase in price, rendering them unaffordable.

"**Workforce housing"** is housing affordable to households earning between 60% and 120% of the AMI.[2] Workforce housing is generally thought to be for middle-income workers which includes professions

[1] "HUD Archives: Glossary of Terms to Affordable Housing." HUD. Accessed April 21, 2021. https://archives.hud.gov/local/nv/goodstories/2006-04-06glos.cfm.

[2] "What Exactly is Workforce Housing and Why is it so Important", University of North Carolina, School of Government, 07/12/2018. https://ced.sog.unc.edu/what-exactly-is-workforce-housing-and-why-is-it-important/.

such as police officers, firefighters, teachers, health care workers, retail clerks, and the like.[3] Households that need workforce housing may not always qualify for subsidized housing.

"**Attainable housing**" consists of unsubsidized, market-rate housing developments that meet the needs of those with incomes between 80% and 120% of the AMI. [4]

Maintenance of Affordability

Income-restricted affordable housing can be preserved long-term in different ways depending on ownership structure:

- Ownership: Deed restrictions that limit any subsequent sales of the home to income-eligible borrowers at an affordable price. The resale restrictions are attached to the property's deed and may be enforced for decades. Limiting the sale price of a home can limit the ability of the seller to build wealth because home value appreciation is limited.
- Rentals: Rental housing restricted to households meeting certain income eligibility requirements. These units can be owned by local governments, non-governmental organizations, or by private owners. Owners may receive a subsidy payment from the state or a federal tax credit for keeping the rent at lower than market rate.
    - The Low-income Housing Tax Credit, or LIHTC, is a federal income tax credit for companies that invest in affordable rental housing that meets specific program guidelines. LIHTC properties account for the majority of affordable housing in the United States today.[5]

Policy Options for Encouraging Affordable Housing

Inclusionary Zoning

Inclusionary zoning policies are written into local ordinances and require developers to provide a certain number or percentage of affordable units in housing projects. Permits and development approvals are contingent upon the incorporation of affordable housing. It results in income-restricted affordable housing. There are three general categories of inclusionary zoning in North Carolina: voluntary, conditional, and mandatory. They are loosely classified based on the zoning mechanism employed and the compulsory nature of their inclusionary requirements.

The positive aspects of inclusionary zoning include the production of affordable housing at little cost to local government, the creation of income-integrated communities, and the lessening of sprawl. Negative

[3] Matthew J. Parlow, *Whither Workforce Housing?*, 40 FORDHAM URB. L.J. 1645 (2013). Available at: https://ir.lawnet.fordham.edu/ulj/vol40/iss5/9.

[4] Drucker, Adam, Lorry Lynn, and Kelly Mangold. "Attainable Housing: Challenges, Perceptions, and Solutions." Web log. *Real Estate Advisors* (blog). Accessed April 21, 2021. https://www.rclco.com/publication/attainable-housing-challenges-perceptions-and-solutions/.

[5] "An Intro to the Low-Income Housing Tax Credit." Congressional Research Service, January 26, 2021.

aspects of inclusionary zoning may include shifting the cost of providing affordable housing, segmenting the upwardly mobile poor, and inducing growth.[6]

Inclusionary zoning is a legal gray area in North Carolina, being neither expressly allowed nor forbidden by state statutes. Challengers argue that inclusionary zoning is a form of rent control, a practice illegal in North Carolina. The answer remains unclear as this argument has yet to be tested in North Carolina courts. Inclusionary zoning has been attempted by Towns like Chapel Hill and Davidson and met with varied reception. Some residents and scholars have been critical of the Towns' policies and questioned the programs' efficacy.

Rent Control

Rent control laws are local legislation that limits the maximum rent that can be charged for a unit. These limits create affordable housing that is not income-restricted. As described above, inclusionary zoning is sometimes conflated with rent control but can be a tool used on its own. However, North Carolina state statute G.S. 42-14.1 expressly prohibits rent control. Additionally, rent control has been known to have negative long-term effects on affordable housing supply.[7]

Conditional Zoning

Conditional zoning can serve as the mechanism for encouraging the development of affordable housing in places where inclusionary zoning is not being used. Developers can voluntarily provide affordable housing units, generally in exchange for a regulatory incentive (see below). Due to its voluntary nature, this type of program is usually considered the safest—politically and legally—for a local government to enact, but also cannot guarantee income-restricted affordable housing. The down side to this method is that it can be a difficult condition for a local government to enforce due to the private nature of the condition(s).

Regulatory Incentives

Regulatory incentives can be used to encourage the building of income-restricted affordable housing either explicitly or through conditional zoning processes. In places where incentives are explicitly written into local development ordinances, developers receive these benefits when they supply a certain amount of affordable housing units. These incentives help to offset the cost to the developers of providing the affordable units.

Density Bonuses

A very common way of incentivizing developers to build affordable units is by offering density bonuses, which allow developers to build more housing units than would otherwise be allowed in the zoning district. This often involves taller buildings to accommodate the extra housing units.

[6] HUD

[7] Block, Walter. "Rent Control." The Library of Economics and Liberty. Accessed April 21, 2021. https://www.econlib.org/library/Enc/RentControl.html.

Procedural Incentives

Municipalities can offer development review and construction incentives to projects that incorporate affordable housing. These include expedited development review and approval, fee reductions, and fee waivers.

Zoning Modification Incentives

Local governments can offer modified zoning requirements for projects that include affordable housing. These can include increased building height bonuses or reductions in parking, design standards, and square footage requirements.

Direct Intervention Measures

In addition to enacting ordinances to bring about affordable housing, municipalities can take other measures to directly increase affordable housing supply, particularly income-restricted affordable housing.

Community Land Trust

Local governments can consider land acquisition or establishing a community land trust to preserve sites for affordable housing. These programs typically require significant financial and staffing commitments.

Funding

The largest obstacle to direct intervention measures is often funding. Local governments can enact small tax increases, leverage bonds, or establish fees which are collected and put directly toward affordable housing efforts.

Impact Fees

Some cities around the country have imposed impact fees, which are upfront charges for infrastructure related to new development, and earmarked those funds for increasing the supply of affordable housing. The State of North Carolina does not explicitly authorize impact fees for affordable housing, so local governments wishing to do so may need to seek special legislation from the General Assembly if they wish to implement affordable housing impact fees.

Grants

For local governments meeting the requirements, the US Department of Housing and Urban Development provides annual grants for improving housing for low-income residents through the Community Development Block Grant (CDBG) Entitlement Program.

Public-Private-Partnerships

Another way a local government can directly increase the supply of below market rate housing is to enter into direct partnership with developers to subsidize the development of affordable housing units.

Additional Considerations

Many factors affect housing costs. Major influences include location, local economy, land and building costs, housing type, and market trends. To some extent, housing costs are very basically a result of supply and demand. Where there is more demand, prices will rise, and increasing supply can help lower

demand. Conversely, local policies or conditions that restrict housing supply or housing density contribute to higher housing costs.

Short Term Rentals

The explosion in popularity of the short-term rental market (ex – AirBNB, VRBO, HomeAway, etc.) has a direct effect on housing supply. As more housing units are converted to vacation rental properties, they are not available as primary residences. In communities that are popular tourist destinations, a higher proportion of homes are being used as short-term rentals, which can lower local housing supply for residents.

Land Costs

As demand for land in certain desirable locations increases, such as in cities or along the coast, the price of new housing rises as well.

Additional Resources

- Summary of Inclusionary Zoning as it relates to North Carolina Law - https://canons.sog.unc.edu/a-primer-on-inclusionary-zoning/
- Missing Middle Housing - https://missingmiddlehousing.com/

  A website addressing Missing Middle Housing, or house-scale residential building types with multiple units that can be used to increase housing unit density and housing type diversity.
- Center for Neighborhood Technology Housing & Transportation Index - https://htaindex.cnt.org/about/

  Index that rates affordability of places based on combined expense of housing and transportation.

Appendix C: Short Term Rental Primer

Often short-term rentals are zoned residenitial and developed to residential standards, but function as small hotels or other accommodation business. While short-term rentals (STRs) are not a new concept, new technologies such as AirBNB and VRBO have given rise to a new era of short-term rentals. They are increasingly popular and have the potential to be strong economic engines for tourism revenue. However, they also have the potential to diminish the character of established neighborhoods and come with zoning, nuisance, and fire safety concerns, among others.

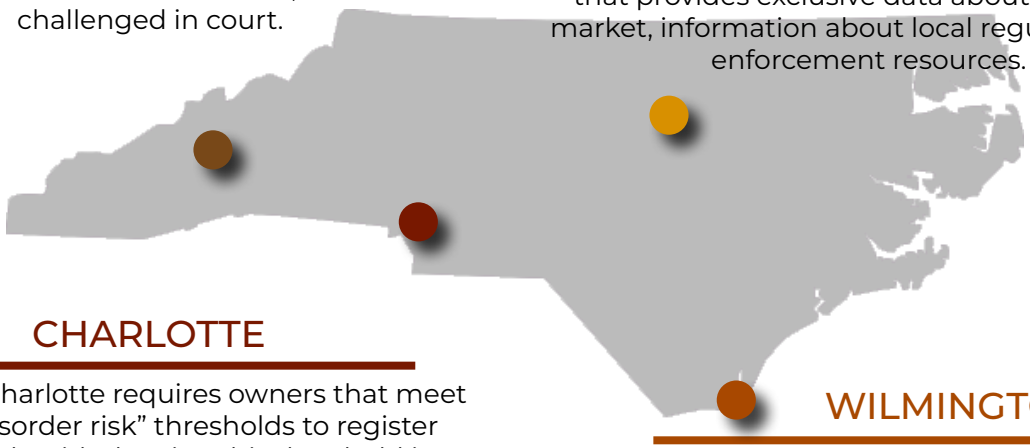
This new era of STR popularity brings questions about regulation. Homeowners in residential areas who have experienced their communities change and nuisances grow cry for more regulation, while landlords and those benefitting from STRs disagree, with local governments caught in the middle. The state of North Carolina limits more than other states do the ways that local governments can regulate STRs. The following case studies illustrate ways that this has manifested throughout the state in Raleigh, Asheville, Wilmington, and Charlotte.

ASHEVILLE

Asheville's STR approach is arguably the most successful in the state so far. The City has utilized zoning law and language to classify whole-home rentals for under 30 days as a separate zoning use, which is only allowed in one zoning district. The City also maintains a database of known STRs as they appear on rental websites via a third-party service. It should be noted that though the City's STR ordinance still stands at this time, it has been challenged in court.

RALEIGH

The city updated its STR laws in January 2020, allowing whole-home rentals but requiring that owners pay for an annual permit from the City. The update to the Vacation Rental Act in July 2020, which outlawed required permits, renders this illegal and unenforceable according to some. In September 2020, it was announced that Raleigh would be one of 15 pilot cities for an AirBNB program call City Portal, a platform for governments and tourism organizations that provides exclusive data about the rental market, information about local regulations and enforcement resources.



CHARLOTTE

The City of Charlotte requires owners that meet certain "disorder risk" thresholds to register their rentals with the city. This threshold is determined by looking at quarterly police reports. The City also encourages all rental property owners to register, but does not require it.

WILMINGTON

A 2019 local ordinance mandated that owner of whole-home rentals but register with the city and limited whole-home rentals to 2% of the housing stock, with a lottery to determine which homeowners were allowed to continue their rentals. The ordinance also stated that whole-home rentals were subject to a 400-foot separation requirement. Following a lawsuit by city homeowners, a Superior Court judge ruled these requirements were "void and unenforceable" per the state Vacation Rental Act. Wilmington is currently working on updating the ordinance.

NORTH CAROLINA STR REGULATIONS

North Carolina has unique strict laws regarding how local governments can regulate short-term rentals. As such, many solutions found in other states are not applicable to the state, increasing the challenge of regulations STRs. The state regulates STRS through the Vacation Rental Act, and updated it in 2020 with new limtations. The most salient points from the act are:

- Requiring rentals to register is unlawful
- Local governments cannot levy a tax or fee on residential rental property that is not levied against other commercial and residential properties

It is widely argued that the Vacation Rental Act leaves room for regulating STRs via local zoning, which is similar to Asheville's strategy.

North Carolina's mountains and beaches make it a hotspot for short-term vacation rentals.

REGULATION OPTIONS

Taking into account the current limitations set by the State of North Carolina, there are still several regulation options for local governments. These options differ in implementation effort, cost to the towns, and likely, effectivity. They have been organized into tiers, with Tier 1 being the easiest to implement, though likely less effective, to Tier 3 being the most involved to implement, but most effective.

TIER 1

- Creating a city-maintained STR registry that landlords opt in to.
- Tracking nuisance complaints and referencing them with known STRs.
- Providing better education and resources for landlords.

TIER 2

- Using a third-party service to track STRs and nuisance complaints.

TIER 3

- Using zoning ordinances to regulate STRs. This can include:
  - Reclassifying zoning uses for STRs.
  - Implementing rental minimum lengths of stay.
  - Restricting zoning districts in which STRs can locate.
  - Can also be used to dictate requirements related to qualities such as parking, fire code, and density.

Appendix D: Rachel Carson Reserve Resilience

This information was provided to the Steering Committee to help expand awareness of the adjacent ecological resources and planning efforts for the Reserve.

A briefing on the concurrent resiliency planning at the Rachel Carson Reserve.

A brief on

Rachel Carson Reserve Habitat Resilience

for the Town of Beaufort's comprehensive plan steering committee

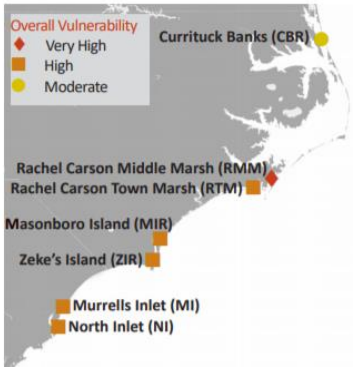
The Rachel Carson Reserve functions as a nature preserve, outdoor laboratory and classroom, and protective storm barrier for the Town of Beaufort. As environmental and human conditions change, it is important to understand where, why, and how habitats of the Rachel Carson Reserve have been or may be affected. These answers will help guide future actions that will support local environmental and social resilience.

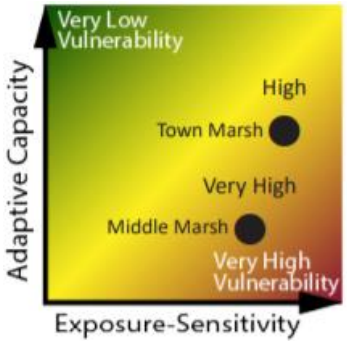
Assessing Vulnerability

An understanding of the Reserve's habitats and their vulnerability to coastal flooding and severe weather is an important first step in planning for future impacts. Vulnerability assessment project examples are found, below.

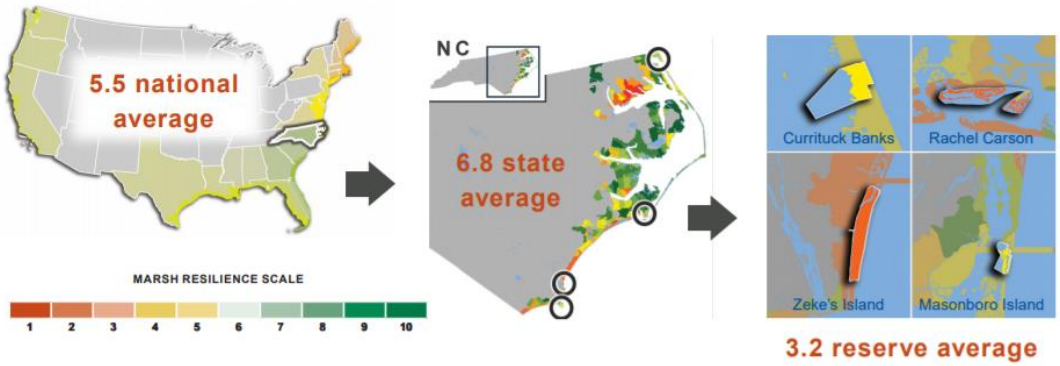
Marsh Vulnerability on a Site and Regional Scale

The Climate Change Vulnerability Assessment Tool for Coastal Habitats decision support tool revealed that marsh at the Rachel Carson Reserve shares a "high or very high" vulnerability with other Reserve site marshes in NC, except for the Reserve site at Currituck Banks which is "moderately vulnerable." The process also revealed that the main part of the site (Town Marsh, Carrot Island) is less vulnerable than Middle Marsh (separated from the rest of the site by the North River Channel). More details.





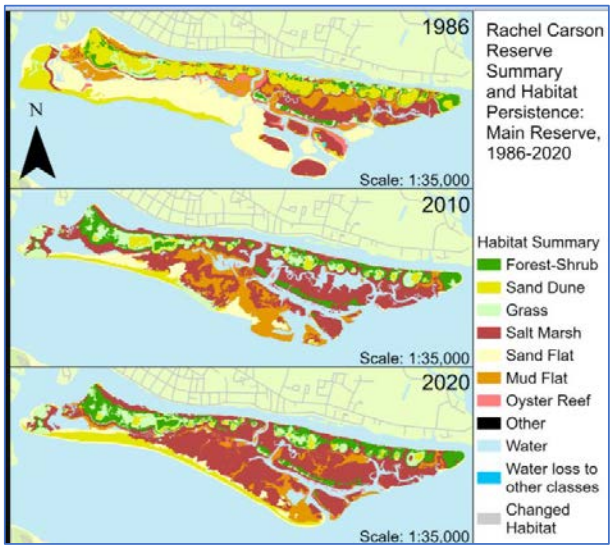
Marsh Vulnerability on a Landscape Scale



Marsh at the Rachel Carson Reserve is less resilient that marshes nationwide (average score 5.5), at the state-level (average score of 6.8) and is among the least resilient of the State's 4 federal Reserve sites (score less than 3.2). More details.

Analyzing Habitat & Shoreline Change

Understanding how habitats have changed and why is key to understanding how they will respond to future conditions such as sea level rise. At the Rachel Carson Reserve, dredging projects and inlet width strongly influence habitat change.



Click this image to download an enlarged version.

Top to bottom: 1942 (notice the rock bulkhead in red that was installed ~1915 to connect Town Marsh and Carrot Island), 1993, and 2019.

Planning for the Future

In 2020, the Division of Coastal Management received funds from the National Fish and Wildlife Foundation to support a community resilience program and to ***develop a habitat resilience plan for the Rachel Carson Reserve***.

Development of the habitat resilience plan is based on a knowledge base of vulnerability assessments, various analyses, published studies, and consultation with a team of experts, including staff from the Town of Beaufort. The plan will include strategies that help support the resilience of habitats at the Reserve, habitats that are important to protecting the Town's waterfront.

Access the Rachel Carson Reserve Habitat Resilience Plan Knowledge Base

Rachel Carson Reserve contact information: paula.gillikin@ncdenr.gov

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Appendix E: CAMA Land Use Plan Matrix

Matrix for Land Use Plan Elements – 15A NCAC 7B .0702	Policy and/or Page Reference(s)
Organization of the Plan	
• Matrix that shows the location of the required elements as set forth in this Rule	page 226
Community Concerns and Aspirations	
• Description of the dominant growth-related conditions that influence land use, development, water quality and other environmental concerns in the planning area	Page 13-33
Description of the land use and development topics most important to the future of the planning area, including:	
• Public Access	Page 34
• Land Use Compatibility	Page 35
• Infrastructure Carrying Capacity	Page 35
• Natural Hazard Areas	Page 36
• Water Quality	Page 36
Community Vision	
• Description of the general physical appearance and form that represents the local government's plan for the future. It shall include objectives to be achieved by the plan and identify changes that may be needed to achieve the planning vision.	Page 127 - Community Values, Vision, and Goals Page 167 - Future Land Use and Character Areas
Existing and Emerging Conditions	
Population, Housing and Economy	
Discussion of the following data and trends:	
• Permanent population growth trends using data from the two most decennial Censuses	Page 40
• Current permanent and seasonal population estimates	Page 40-41

Matrix for Land Use Plan Elements – 15A NCAC 7B .0702	Policy and/or Page Reference(s)
• Key population characteristics including age and income	Page 44,46-48
• Thirty-year projections of permanent and seasonal population in five-year increments	Page 40-43
• Estimate of current housing stock, including permanent and seasonal units, tenure, and types of units (single-family, multifamily, and manufactured)	Page 45-46
• Description of employment by major sectors and community economic activity	Page 44-45
Natural Systems	
Description of natural features in the planning jurisdiction to include:	
• Areas of Environmental Concern (AECs) as set forth in Subchapter 15A NCAC 07H	Page 75
• Soil characteristics, including limitations for septic tanks, erodibility, and other factors related to development	Page 80 - 83
• Environmental Management Commission (EMC) water quality classifications and related use support designations	Page 84
• Division of Marine Fisheries (DMF) shellfish growing areas and water quality conditions	Page 85-88
• Flood and other natural hazard areas	Page 89
• Storm surge areas	Page 92-93
• Non-coastal wetlands, including forested wetlands, shrub-scrub wetlands and freshwater marshes	Page 104-105
• Water supply watersheds or wellhead protection areas	Page 102
• Primary nursery areas	Page 87-88
• Environmentally fragile areas, such as wetlands, natural heritage areas, areas containing endangered species, prime wildlife habitats, or maritime forests	Page 104, 109
• Additional natural features or conditions identified by the local government	Page 106
• Submerged Aquatic Vegetation (SAV), climate change, and sea level rise	Page 79, 95-99, 107
Environmental Conditions	
Discussion of environmental conditions within the planning jurisdiction to include an assessment of the following conditions and features:	
• Status and changes of surface water quality; including:	
- Impaired streams from the most recent Division of Water Resources (DWR) Basin Planning Branch Reports	Page 84-87
- Clean Water Act 303 (d) List	Page 84-87
- Other comparable data	Page 84-87
• Current situation and trends on permanent and temporary closures of shell-fishing waters as determined by the Report of Sanitary Survey by the Shellfish Sanitation and Recreational Water Quality Section of the DMF	Page 87-88
• Areas experiencing chronic wastewater treatment malfunctions	Page 35
• Areas with water quality or public health problems related to non-point source pollution	n/a
• Areas subject to recurrent flooding, storm surges and high winds	Page 89
• Areas experiencing significant shoreline erosion as evidenced by the presence of threatened structures or public facilities	Page 106

Matrix for Land Use Plan Elements – 15A NCAC 7B .0702	Policy and/or Page Reference(s)
• Environmentally fragile areas (as defined in Part (c)(2)(A)(ix) of this Rule) or areas where resources functions are impacted as a result of development	Page 109
• Natural resource areas that are being impacted or lost as a result of incompatible development. These may include, but are not limited to the following: coastal wetlands, protected open space, and agricultural land.	Page 35
Existing Land Use and Development	
MAP of existing land use patterns	Page 125
• Description of the existing land use patterns	Page 122-124
• Estimates of the land area allocated to each land use category	Page 122
• Characteristics of each land use category	Page 122-124
MAP of historic, cultural, and scenic areas designated by a state or federal agency or by the local government	Page 118
• Descriptions of the historic, cultural and scenic areas	Page 117
Community Facilities	
Evaluation of existing and planned capacity, location and adequacy of community facilities to include:	
MAP of existing and planned public and private water supply service areas	Page 103
• Description of existing public and private water supply systems to include:	
- Existing condition	Page 35
- Existing capacity	Page 35
- Documented overflows, bypasses or other problems that may degrade water quality or constitute a threat to public health as documented by the DWR	n/a
- Future water supply needs based on population projections	Page 37
MAP of existing and planned public and private wastewater service areas	Page 103
• Description of existing public and private wastewater systems to include:	
- Existing condition	Page 102
- Existing capacity	Page 35, 102
- Documented overflows, bypasses or other problems that may degrade water quality or constitute a threat to public health as documented by the DWR	Page 102
- Future wastewater system needs based on population projections	Page 37
MAP of existing and planned multimodal transportation systems and port and airport facilities	Page 120
• Description of any highway segments deemed by the NC Department of Transportation (NCDOT) as having unacceptable service as documented in the most recent NCDOT Transportation and/or Thoroughfare Plan	Page 119
• Description of highway facilities on the current thoroughfare plan or current transportation improvement plan	Page 16
• Description of the impact of existing transportation facilities on land use patterns	Page 16
• Description of the existing public stormwater management system	Page 18
• Identification of existing drainage problems and water quality issues related to point-source discharges of stormwater runoff	Page 36, 87, 88, 102

Matrix for Land Use Plan Elements – 15A NCAC 7B .0702	Policy and/or Page Reference(s)	
Future Land Use	Future Land Use Map	Page 171
Policies		
• Policies that exceed the use standards and permitting requirements found in Subchapter 7H, State Guidelines for Areas of Environmental Concern	n/a	n/a
Policies that address the Coastal Resources Commission's (CRC's) management topics:		
Public Access Management Goal: *Maximize public access to the beaches and the public trust waters of the coastal region.*		
The planning objectives for public access are local government plan policies that:		
• Address access needs and opportunities	7.6.1-7.6.3	page 160
• Identify strategies to develop public access		
• Address provisions for all segments of the community, including persons with disabilities		
• For oceanfront communities, establish access policies for beach areas targeted for nourishment		
Land Use Compatibility Management Goal: *Ensure that development and use of resources or preservation of land balance protection of natural resources and fragile areas with economic development, and avoids risks to public health, safety, and welfare.*		
The planning objectives for land use compatibility are local government plan policies that:		
• Characterize future land use and development patterns	2.1	page 136
• Establish mitigation criteria and concepts to minimize conflicts	2.1.1-2.1.4	page 136
Infrastructure Carrying Capacity Management Goal: *Ensure that public infrastructure systems are sized, located, and managed so the quality and productivity of AECs and other fragile areas are protected or restored.*		
The planning objectives for infrastructure carrying capacity are local government plan policies that:		
• Establish service criteria	4.3.2	page 150
• Ensure improvements minimize impacts to AECs and other fragile areas	1.1.2,1.3, 1.4	page 131-133
Natural Hazard Areas Management Goal: *Conserve and maintain barrier dunes, beaches, floodplains, and other coastal features for their natural storm protection functions and their natural resources giving recognition to public health, safety, and welfare issues.*		
The planning objectives for natural hazard areas are local government plan policies that:		
• Establish mitigation and adaptation concepts and criteria for development and redevelopment, including public facilities	2.1, 2.2, 2.3.1	page 136 - 137
• Minimize threats to life, property and natural resources resulting from erosion, high winds, storm surge, flooding, or other natural hazards	2.3	page 137
Water Quality Management Goal: *Maintain, protect and where possible enhance water quality in all coastal wetlands, rivers, streams, and estuaries.*		

Matrix for Land Use Plan Elements – 15A NCAC 7B .0702	Policy and/or Page Reference(s)	
The planning objectives for water quality are local government plan policies that:		
• Establish strategies and practices to prevent or control nonpoint source pollution	4.6	page 150
• Establish strategies and practices to maintain or improve water quality	1.1	page 130
Future Land Use Map		
MAP of future land uses that depicts the policies for growth and development and the desired future patterns of land use and development with consideration given to natural system constraints and infrastructure	page 171	
• Descriptions of land uses and development associated with the future land use map designations	page 170-201	
Tools for Managing Development		
• Description of the role of plan policies, including the future land use map, in local decisions regarding land use and development	page 167	
• Description of the community's development management program, including local ordinances, codes, and other plans and policies	page 57, 167, 200	
Action Plan and Implementation Schedule		
• Description of actions that will be taken by the local government to implement policies that meet the CRC's management topic goals and objectives, specifying fiscal year(s) in which each action is anticipated to start and finish	page 199-207	
• Identification of specific steps the local government plans to take to implement the policies, including adoption and amendment of local ordinances, other plans, and special projects	page 199-207	

TOWN of
BEAUFORT
NORTH CAROLINA

STEWART

Town of Beaufort, NC

701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516 252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session Meeting
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: NCDEQ-DWI Spring 2022 Applications

REQUESTED ACTION:

Approve the attached resolutions (4) to apply for grant funding for Town projects.

SUBMITTED BY:

Todd Clark, Town Manager

BUDGET AMENDMENT REQUIRED:

No

North Carolina Department of Environmental Quality
Division of Water Infrastructure
Fund Transfer Certification
(Not needed for CDBG-I only projects)

(revised February 2022)

§ 159G-37(b) requires that all local governments applying for funding from the Clean Water State Revolving Fund, the Wastewater Reserve, the Drinking Water State Revolving Fund, the Drinking Water Reserve, or the Viable Utility Reserve for water or wastewater projects certify that no funds received from water or wastewater utility operations have been transferred to the local government's general fund for the purpose of supplementing the resources of the general fund since July 1, 2014. The prohibition contained in § 159G-37(b) shall not be interpreted to include payments made to the local government to reimburse the general fund for expenses paid from that fund that are reasonably allocable to the regular and ongoing operations of the utility, including, but not limited to, rent and shared facility costs, engineering and design work, plan review, and shared personnel costs. **Note:** A payment in lieu of taxes (PILOT) is not exempt from this certification unless the PILOT is calculated to reimburse for these specific expenses.

Applicant's Certification:

I, as a representative of Town of Beaufort (Local Government Unit), hereby certify that since July 1, 2014, funds received from the water and/or wastewater utility have: (***CHOOSE ONE***)

☒ been transferred from the water and/or sewer enterprise fund to the general fund **AND** were reasonably allocable to the regular and ongoing operations of the utility in accordance with § 159G-37(b),

OR

☐ not been transferred from the water and/or sewer enterprise fund to the general fund.

Any transfers must be consistent with the information provided in the Division of Water Infrastructure's Water & Sewer Financial Information Form and must be accurately reflected in the audits as reported by the Local Government Unit to the Local Government Commission since July 1, 2014.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OR FINANCIAL OFFICER	**DATE**
Todd Clark	Town Manager
TYPED NAME	**TYPED TITLE**

RESOLUTION BY GOVERNING TOWN OF BEAUFORT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of wastewater collection systems project, and

WHEREAS, The Town of Beaufort has need for and intends to conduct a study on a wastewater collection systems project described as Wastewater Pump Stations Replacement, and

WHEREAS, The Town of Beaufort intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT:

That Town of Beaufort, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Todd Clark, Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 25th Day of April 2022 at Beaufort, North Carolina.

_____

Sharon Harker, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Beaufort does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners duly held on the_____ day of _____, 20_____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

_____

Elizabeth Lewis, Town Clerk

(Seal)

North Carolina Department of Environmental Quality
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WHEREAS, The Town of Beaufort has need for and intends to construct a wastewater collection systems project described as Wastewater Pump Stations Replacement, and

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Elizabeth Lewis, Town Clerk

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WHEREAS, The Town of Beaufort has need for and intends to construct a wastewater collection system project described as Wastewater Collection System Rehabilitation, and

WHEREAS, The Town of Beaufort intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIOINERS OF THE TOWN OF BEAUFORT:

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Todd Clark	Town Manager
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RESOLUTION BY GOVERNING TOWN OF BEAUFORT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution systems, and

WHEREAS, The Town of Beaufort has need for and intends to construct a drinking water distribution system project described as Water Distribution System Improvements, and

WHEREAS, The Town of Beaufort intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMSSIONERS OF THE TOWN OF BEAUFORT:

That Town of Beaufort, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Todd Clark, Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 25th Day of April 2022 at Beaufort, North Carolina.

_____

Sharon Harker, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Beaufort does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners duly held on the_____ day of _____, 20_____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

_____

Elizabeth Lewis, Town Clerk

(Seal)

Town of Beaufort, NC

701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516 252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session Meeting
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Grant Project Budget Ordinance – Federal American Rescue Plan Act 2021

BRIEF SUMMARY:

In November 2021, the Board of Commissioners approved two (2) Capital Project Budget Ordinances for projects to be completed using the American Rescue Plan (ARP) funding.

The two Capital Project Ordinances that were approved are attached, one for governmental and one for enterprise projects.
1.American Rescue Plan Act- Stormwater and Equipment $178,841.02
2.American Rescue Plan Act- Utilities $1,240,000

The latest information released from the US Treasury suggests specific language for these Budget Ordinances. A revised Grant Project Ordinance is attached with the changed language highlighted. The grant proceeds and the projects remain the same and are listed below.

As approved in the FY 2022 Budget the ARP Funding will be used for Stormwater work ($60K), Water Treatment Plant Site Evaluation and Purchase($500K) and Sewer Pump Station #7 in FY 22/FY23 ($740K). Additionally, the Board has requested the upgrade for the audio-visual equipment at the Train Depot to be upgraded to allow for hybrid meetings ($20K). The Town will receive two distributions of funds totaling $1,418,841.02. Staff recommends the difference in the total amount to be received and the total cost of the discussed projects be budgeted in the governmental project fund for future projects that are allowed by the grant (unassigned). This amount is $98,841.00. Two separate project funds have been created in the financial software to track the governmental and enterprise projects.

REQUESTED ACTION:

Approve the Grant Project Ordinance, April 25, 2022

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

No

TOWN OF BEAUFORT
CAPITAL PROJECT BUDGET ORDINANCE
FEDERAL AMERICAN RESCUE PLAN ACT 2021- STORMWATER AND EQUIPMENT

BE IT ORDAINED by the Board of Commissioners by the Town of Beaufort that the following Capital Project Budget Ordinance is adopted in accordance with Section 13.2 of Chapter 159 of the General Statutes of North Carolina for the American Rescue Plan Act funds.

SECTION I: REVNUE

To establish the project fund for the American Rescue Plan Act - Stormwater and Equipment funds as required. Revenue will come from the following sources:

GRANT PROCEEDS	$ 178,841.02
TOTAL REVENUE	**$ 178,841.02**

SECTION II: EXPENDITURES

STORMWATER	$ 60,000.00
EQUIPMENT	$ 20,000.00
FUTURE PROJECTS AS ALLOWED BY GRANT	$ 98,841.02
TOTAL EXPENDITURES	**$178,841.02**

SECTION III: DISTRIBUTION

Copies of this ordinance shall be furnished to the Town Manager and Finance Officer to be kept on file for their direction in the disbursement of funds for carrying out this project.
Adopted this 8th day of November 2021.

ATTEST:

Elizabeth Lewis
Town Clerk

Everette S. Newton
Mayor

TOWN OF BEAUFORT
CAPITAL PROJECT BUDGET ORDINANCE
FEDERAL AMERICAN RESCUE PLAN ACT 2021- UTILITIES

BE IT ORDAINED by the Board of Commissioners by the Town of Beaufort that the following Capital Project Budget Ordinance is adopted in accordance with Section 13.2 of Chapter 159 of the General Statutes of North Carolina for the American Rescue Plan Act funds.

SECTION I: REVNUE

To establish the project fund for the American Rescue Plan Act - Utilities funds as required. Revenue will come from the following sources:

GRANT PROCEEDS	$ 1,240,000
TOTAL REVENUE	**$ 1,240,000**

SECTION II: EXPENDITURES

WATER	$ 500,000
SEWER	$ 740,000
TOTAL EXPENDITURES	**$ 1,240,000**

SECTION III: DISTRIBUTION

Copies of this ordinance shall be furnished to the Town Manager and Finance Officer to be kept on file for their direction in the disbursement of funds for carrying out this project.
Adopted this 8th day of November 2021.

ATTEST:

Elizabeth Lewis
Town Clerk

Everette S. Newton
Mayor

TOWN OF BEAUFORT
GRANT PROJECT BUDGET ORDINANCE
FEDERAL AMERICAN RESCUE PLAN ACT 2021

BE IT ORDAINED by the Board of Commissioners by the Town of Beaufort that the following Grant Project Budget Ordinance is adopted in accordance with Section 13.2 of Chapter 159 of the General Statutes of North Carolina for the American Rescue Plan Act funds.

SECTION I:

This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recover Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Beaufort has received the first tranche in the amount of $709,420.51 of CSLFRF funds. The total allocation is $1,418,841.02, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

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

SECTION II:

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

SECTION III:

The following amounts are appropriated for the project and authorized for expenditure for Stormwater and Equipment:

Project Description	Expenditure Category (EC)	Appropriation of ARP/CSLFRF Funds
Stormwater	66-815-0001	$60,000
Equipment	66-815-0002	$20,000
Unassigned	66-815-0003	$98,841.02
Stormwater and Equipment Total		$178,841.02

The following amounts are appropriated for the project and authorized for expenditure for Utilities- Water and Sewer:

Project Description	Expenditure Category (EC)	Appropriation of ARP/CSLFRF Funds
Water Projects	67-815-0001	$500,000
Sewer Projects	67-815-0002	$740,000
Utilities Total		$1,240,000

Grant Total		$1,418,841.02

SECTION IV:

The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds: $1,418,841.02

Total: **$1,418,841.02**

SECTION V:

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

SECTION VI:

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

SECTION VII:

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

SECTION VIII:

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

Adopted this 25th day of April 2022.

ATTEST:

Elizabeth Lewis Town Clerk	Sharon Harker Mayor

Town of Beaufort, NC

701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516 252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session Meeting
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Financial Notes

BRIEF SUMMARY:

- Tax balances remaining are listed for February and March.

February		
Tax Year	Balance Remaining	Collection Rate to Date
2014	$963	99.96%
2015	$3,645	99.86%
2016	$11,197	99.58%
2017	$15,053	99.49%
2018	$15,665	99.52%
2019	$25,735	99.33%
2020	$53,243	98.89%
2021	$136,396	97.23%

March		
Tax Year	Balance Remaining	Collection Rate to Date
2014	$963	99.96%
2015	$3,638	99.86%
2016	$11,008	99.58%
2017	$14,803	99.50%
2018	$15,450	99.53%
2019	$25,026	99.35%
2020	$48,276	98.99%
2021	$99,584	97.98%

- Motor Vehicle Tax reported in the current period covers collections for January and February.
- Account 10-305-0011, Special Event Fees reflects the payments for kayak spaces from the lottery held in March.
- Account 10-307-0002, Miscellaneous Revenue, reflects golf cart registration fees collected.

- Sales and Use tax distribution for April is $150,659 (January sales)
- Local Option Sales Tax currently reports collections for 6 months.
- Staff is reviewing the current residential and WBD solid waste rate. According to our GFL agreement the Town is subject to a CPI increase each year. This year the residential increase is 7.4%, WBD 7.8%. The recycle rates will drop from $131 per ton to $50 per ton. Additionally, increased amounts are yard debris are being collected driving this cost up as well.

REQUESTED ACTION:

No action requested/ review

EXPECTED LENGTH OF PRESENTATION: 5 minutes

5 minutes

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

No

TOWN OF BEAUFORT

Statement of Revenue and Expenditures - Operating

Revenue Account Range: 10-301-0000 to 60-307-0001
Expend Account Range: First to Last
Print Zero YTD Activity: No
Include Non-Anticipated: Yes
Include Non-Budget: No
Year To Date As Of: 03/31/22
Current Period: 03/01/22 to 03/31/22
Prior Year: 03/01/21 to 03/31/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
10-301-0000	AD VALOREM TAX - CURRENT YEAR	$4,708,340.17	$4,835,580.00	$871,769.21	$4,783,915.83	-$51,664.17	99%
10-301-0001	AD VALOREM TAX PRIOR YEAR	$76,907.28	$70,000.00	$17,646.62	$89,591.24	$19,591.24	128%
10-301-0002	PENALTIES AND INTEREST	$21,993.56	$10,000.00	$8,025.81	$19,670.87	$9,670.87	197%
10-301-0003	AD VALOREM TAX - CORP. TAX	$0.00	$0.00	$0.00	$547.48	$547.48	0%
10-301-0004	MOTOR VEHICLE TAX	$215,678.89	$200,000.00	$34,918.46	$189,656.94	-$10,343.06	95%
10-301-0006	PAYMENT IN LIEU OF TAXES	$5,903.86	$6,000.00	$0.00	$22,332.73	$16,332.73	372%
10-303-0001	LOCAL OPTION SALES TAX	$2,144,525.10	$1,742,200.00	$215,076.10	$1,252,056.64	-$490,143.36	72%
10-303-0002	UTILITIES FRANCHISE TAX	$380,180.52	$380,000.00	$97,325.69	$297,971.81	-$82,028.19	78%
10-303-0003	BEER AND WINE TAX	$17,879.79	$18,200.00	$0.00	$0.00	-$18,200.00	0%
10-303-0004	POWELL BILL	$113,553.99	$120,000.00	$0.00	$137,385.56	$17,385.56	114%
10-303-0012	GRANT FROM NC NATURAL & CULTURAL RES.	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-303-0014	FEMA MITIGATION GRANT	$0.00	$84,650.00	$0.00	$0.00	-$84,650.00	0%
10-303-0015	FEMA HURRICANE REIMBURSEMENT	$88,591.02	$0.00	$0.00	$0.00	$0.00	0%
10-303-0016	GRANTS - SRO, CAD, School Safety	$66,494.93	$168,000.00	$0.00	$54,982.98	-$113,017.02	33%
10-303-0019	CARES RELIEF FUNDS	$94,768.00	$0.00	$0.00	$0.00	$0.00	0%
10-304-0001	COUNTY ABC PROFIT DISTRIBUTION	$227,930.00	$171,700.00	$0.00	$151,373.00	-$20,327.00	88%
10-304-0002	FIRE DISTRICT AD VALOREM TAX	$334,081.08	$800,105.00	$50,015.83	$650,142.47	-$149,962.53	81%
10-304-0003	FIRE DISTRICT SALES TAX	$105,000.00	$130,000.00	$10,833.33	$97,499.97	-$32,500.03	75%
10-304-0004	HARLOWE DIST AD VALOREM TAX	$68,093.40	$67,954.00	$5,674.58	$51,071.22	-$16,882.78	75%
10-304-0005	HARLOWE FIRE DISTRCIT SALES TAX	$20,032.44	$20,033.00	$1,669.33	$15,023.97	-$5,009.03	75%
10-304-0020	MISC REVENUE-FIRE DEPARTMENT	$2,001.00	$0.00	$0.00	$600.00	$600.00	0%
10-305-0001	SOLID WASTE USER FEE (RES)	$556,677.80	$576,100.00	$49,633.82	$444,923.97	-$131,176.03	77%
10-305-0002	SOLID WASTE USER FEES (COMM)	$13,200.21	$13,770.00	$1,166.40	$10,408.89	-$3,361.11	76%
10-305-0003	STORMWATER RESIDENTIAL	$141,739.95	$136,000.00	$23,570.37	$140,965.68	$4,965.68	104%
10-305-0004	SOLID WASTE USER FEE -WBD	$33,562.33	$35,700.00	$3,776.44	$29,742.48	-$5,957.52	83%
10-305-0005	BUILDING PERMITS	$316,037.22	$180,000.00	$44,406.41	$289,230.55	$109,230.55	161%
10-305-0006	PARKING METER	$90,710.39	$180,000.00	$0.00	$118,631.37	-$61,368.63	66%

490

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
10-305-0007	PARKING VIOLATIONS/PENALTIES	$4,135.95	$20,000.00	$240.00	$7,564.00	-$12,436.00	38%
10-305-0008	COURT COSTS, FEES, CHARGES	$843.00	$750.00	$317.50	$1,571.50	$821.50	210%
10-305-0009	ROAD RACE REGISTRATION	$0.00	$2,500.00	$0.00	$0.00	-$2,500.00	0%
10-305-0010	LATE FEES - SOLID WASTE	$0.00	$0.00	$4.08	$4.08	$4.08	0%
10-305-0011	SPECIAL EVENT FEES	$4,450.00	$0.00	$4,625.00	$5,215.00	$5,215.00	0%
10-305-0012	SPECIAL EVENT PARKING FEES	$1,350.00	$0.00	$0.00	$0.00	$0.00	0%
10-305-0013	TRAIN DEPOT RENTAL	$10.00	$0.00	$15.00	$340.00	$340.00	0%
10-306-0001	PROPERTY LEASES	$225,536.98	$228,490.00	$14,861.34	$179,490.11	-$48,999.89	79%
10-306-0002	ANTENNA CONTRACT REVENUE	$68,876.90	$69,900.00	$0.00	$44,105.37	-$25,794.63	63%
10-306-0003	CEMETERY LOT SALES	$6,057.12	$3,500.00	$1,377.00	$5,836.34	$2,336.34	167%
10-306-0005	SALE OF PROPERTY	$13,600.00	$0.00	$0.00	$0.00	$0.00	0%
10-306-0006	SALE OF SURPLUS PROPERTY	$2,915.00	$10,000.00	$10,000.00	$11,062.00	$1,062.00	111%
10-306-0010	SURETY BOND	-$7,840.00	$0.00	$0.00	$3,000.00	$3,000.00	0%
10-307-0001	INVESTMENT EARNINGS	$3,606.52	$10,000.00	$0.00	$1,405.15	-$8,594.85	14%
10-307-0002	MISCELLANEOUS REVENUE	$27,133.94	$2,700.00	$4,725.00	$10,510.00	$7,810.00	389%
10-307-0003	MISCELLANEOUS REVENUE - PD	$4,395.00	$0.00	$1,155.00	$6,999.00	$6,999.00	0%
10-307-0007	PROCEEDS FROM LOAN	$0.00	$360,000.00	$0.00	$360,000.00	$0.00	100%
10-307-0008	REIMBURSEMENT FROM INSURANCE	$2,817.34	$0.00	$0.00	$3,157.56	$3,157.56	0%
10-307-0009	APPROPRIATED FUND BALANCE	$0.00	$514,642.00	$0.00	$0.00	-$514,642.00	0%
10-307-0010	UTILITY FUND ADMIN EXPENSE ALLOCATION	$600,000.00	$624,000.00	$0.00	$0.00	-$624,000.00	0%
10-329-0065	TRANSFER FROM CRF	$0.00	$207,000.00	$0.00	$0.00	-$207,000.00	0%
10-900-9000	cancel revenue	$174.08	$0.00	$0.00	$106.41	$106.41	0%
	General Fund Revenue Total	**$10,801,944.76**	**$11,999,474.00**	**$1,472,828.32**	**$9,488,092.17**	**-$2,511,381.83**	**79%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-410-0000	GOVERNING BODY:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-410-0200	SALARIES AND WAGES	$47,226.00	$48,170.52	$4,014.21	$36,179.91	$0.00	$11,990.61	75%
10-410-0500	FICA	$3,612.48	$3,853.64	$307.07	$2,767.61	$0.00	$1,086.03	72%
10-410-0800	WORKERS COMPENSATION	$142.00	$152.08	$0.00	$142.00	$0.00	$10.08	93%
10-410-1130	POSTAGE	$32.70	$0.00	$0.00	$0.00	$0.00	$0.00	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-410-1140	PUBLIC NOTICES/ADVERTISING	$4,069.93	$4,590.00	$319.50	$2,208.19	$374.88	$2,006.93	56%
10-410-1141	NEWSLETTER	$4,061.99	$4,080.00	$362.58	$2,833.07	$346.50	$900.43	78%
10-410-1210	OFFICE SUPPLIES	$105.06	$1,520.00	$282.45	$1,152.17	$29.86	$337.97	78%
10-410-1250	DUES & SUBSCRIPTIONS	$9,978.71	$11,026.00	$64.99	$9,397.11	$0.00	$1,628.89	85%
10-410-1430	TRAINING- REGISTRATION & CLASS MAT	$8,291.25	$4,100.00	$0.00	$533.79	$1,970.00	$1,596.21	61%
10-410-1431	TRAVEL MILEAGE	$0.00	$765.00	$0.00	$0.00	$0.00	$765.00	0%
10-410-1432	MEALS	$0.00	$1,530.00	$0.00	$0.00	$0.00	$1,530.00	0%
10-410-1433	LODGING	$0.00	$3,040.00	$0.00	$0.00	$2,824.72	$215.28	93%
10-410-4510	PROFESSIONAL SERVICES	$0.00	$4,500.00	$0.00	$600.00	$3,400.00	$500.00	89%
10-410-4520	CODIFICATION	$2,773.92	$3,050.00	$327.83	$2,846.63	$0.00	$203.37	93%
10-410-5400	INSURANCE	$3,500.00	$4,062.00	$0.00	$0.00	$0.00	$4,062.00	0%
10-410-5720	ELECTIONS	$0.00	$8,287.00	$0.00	$8,282.74	$0.00	$4.26	100%
	410 Total	**$83,794.04**	**$102,726.24**	**$5,678.63**	**$66,943.22**	**$8,945.96**	**$26,837.06**	**74%**
10-420-0000	ADMINISTRATION:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-420-0200	SALARIES AND WAGES	$262,517.14	$360,351.00	$28,828.38	$264,101.44	$0.00	$96,249.56	73%
10-420-0500	FICA EXPENSE	$19,784.56	$28,659.00	$2,044.94	$19,263.23	$0.00	$9,395.77	67%
10-420-0600	GROUP INSURANCE EXPENSE	$19,919.46	$32,607.00	$2,145.28	$15,587.48	$0.00	$17,019.52	48%
10-420-0700	RETIREMENT EXPENSE	$40,384.81	$58,786.00	$4,350.04	$39,839.33	$0.00	$18,946.67	68%
10-420-0800	WORKERS COMPENSATION	$1,804.30	$2,301.00	$0.00	-$391.46	$0.00	$2,692.46	-17%
10-420-0900	UNEMPLOYMENT INSURANCE EXPENSE	$7,137.71	$7,140.00	$0.00	$2,316.07	$0.00	$4,823.93	32%
10-420-1110	TELEPHONE	$4,618.66	$10,524.00	-$146.20	$7,936.66	$0.00	$2,587.34	75%
10-420-1120	INTERNET/CABLE	$6,883.46	$7,038.00	$570.44	$4,564.02	$0.00	$2,473.98	65%
10-420-1130	POSTAGE	$2,810.49	$3,060.00	$19.45	$2,085.61	$0.00	$974.39	68%
10-420-1210	OFFICE SUPPLIES	$12,545.86	$15,435.00	$1,523.46	$13,938.36	$495.45	$1,001.19	94%
10-420-1220	OFFICE EQUIPMENT (NON-CAPITAL)	$0.00	$5,561.00	$0.00	$4,204.84	$0.00	$1,356.16	76%
10-420-1221	OFFICE EQUIPMENT LEASES	$5,827.00	$9,056.00	$521.76	$8,002.35	$0.00	$1,053.65	88%
10-420-1230	OFFICE CONTRACT SERVICES	$4,909.45	$6,120.00	$168.25	$4,983.66	$0.00	$1,136.34	81%
10-420-1250	DUES AND SUBSCRIPTIONS	$2,611.44	$3,300.00	$126.61	$1,830.22	-$8.85	$1,478.63	55%
10-420-1310	ELECTRIC	$12,252.38	$17,136.00	$1,154.21	$10,555.04	$0.00	$6,580.96	62%
10-420-1330	WATER/SEWER/SOLID WASTE	$1,921.43	$3,264.00	$0.00	$2,441.97	$172.68	$649.35	80%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-420-1430	TRAINING-REGISTRATION & CLASS MAT'	$3,089.62	$5,210.00	$0.00	$5,018.60	$0.00	$191.40	96%
10-420-1431	TRAVEL MILEAGE	$0.00	$2,470.00	$0.00	$0.00	$0.00	$2,470.00	0%
10-420-1432	MEALS	$0.00	$1,465.00	$0.00	$1,321.48	$60.45	$83.07	94%
10-420-1433	LODGING	$0.00	$4,750.00	$0.00	$0.00	$0.00	$4,750.00	0%
10-420-1630	EQUIPMENT MAINT. & REPAIRS	$0.00	$102.00	$0.00	$0.00	$0.00	$102.00	0%
10-420-5400	INSURANCE	$51,302.60	$59,988.00	$0.00	$59,987.60	$0.00	$0.40	100%
	420 Total	**$460,320.37**	**$644,323.00**	**$41,306.62**	**$467,586.50**	**$719.73**	**$176,016.77**	**73%**
10-430-0000	FINANCE:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-430-0200	SALARIES AND WAGES	$259,623.71	$280,749.00	$21,987.84	$208,848.32	$0.00	$71,900.68	74%
10-430-0201	OVERTIME	$7.83	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-430-0500	FICA EXPENSE	$18,549.11	$22,023.00	$1,569.16	$14,995.79	$0.00	$7,027.21	68%
10-430-0600	GROUP INSURANCE EXPENSE	$32,055.81	$40,760.00	$3,561.72	$25,896.36	$0.00	$14,863.64	64%
10-430-0700	RETIREMENT EXPENSE	$39,292.98	$45,176.00	$3,598.38	$34,203.17	$0.00	$10,972.83	76%
10-430-0800	WORKERS COMPENSATION	$1,210.00	$1,213.00	$0.00	$1,110.00	$0.00	$103.00	92%
10-430-1230	OFFICE CONTRACT SERVICES	$29,028.50	$29,580.00	$36.27	$20,850.63	$0.00	$8,729.37	70%
10-430-1250	DUES & SUBSCRIPTIONS	$226.84	$408.00	$0.00	$266.66	$0.00	$141.34	65%
10-430-1430	TRAINING-REGISTRATION & CLASS MATE	$3,625.00	$2,000.00	$0.00	$288.13	$0.00	$1,711.87	14%
10-430-1431	TRAVEL MILEAGE	$0.00	$1,020.00	$291.33	$291.33	$0.00	$728.67	29%
10-430-1432	MEALS	$0.00	$612.00	$0.00	$0.00	$0.00	$612.00	0%
10-430-1433	LODGING	$0.00	$1,938.00	$0.00	$0.00	$299.64	$1,638.36	15%
10-430-1630	EQUIPMENT MAINT & REPAIRS	$0.00	$510.00	$0.00	$0.00	$0.00	$510.00	0%
10-430-4510	PROFESSIONAL SERVICES	$18,954.20	$20,400.00	$0.00	$16,640.00	$0.00	$3,760.00	82%
10-430-4520	TAX COLLECTION ADMIN EXPENSE PROP.	$98,659.86	$103,625.00	$18,415.08	$100,641.99	$0.00	$2,983.01	97%
10-430-4525	TAX COLLECTION ADMIN EXPENSE MVT	$11,445.01	$10,800.00	$2,118.47	$9,958.29	$0.00	$841.71	92%
	430 Total	**$512,678.85**	**$560,814.00**	**$51,578.25**	**$433,990.67**	**$299.64**	**$126,523.69**	**77%**
10-450-0000	PARKING DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-450-0200	SALARIES AND WAGES	$17,313.89	$37,467.00	$1,686.53	$34,474.62	$0.00	$2,992.38	92%
10-450-0201	OVERTIME	$498.75	$2,080.00	$0.00	$850.45	$0.00	$1,229.55	41%
10-450-0205	OTHER SALARIES - PART TIME	$0.00	$14,085.00	$0.00	$0.00	$0.00	$14,085.00	0%
10-450-0500	FICA EXPENSE	$1,095.49	$4,314.00	$129.03	$2,702.46	$0.00	$1,611.54	63%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-450-0600	GROUP INSURANCE	$1,171.44	$7,397.00	$0.00	$0.00	$0.00	$7,397.00	0%
10-450-0700	RETIREMENT EXPENSE	$1,109.73	$6,503.00	$192.43	$937.17	$0.00	$5,565.83	14%
10-450-0800	WORKERS COMPENSATION	$1,343.00	$1,439.00	$0.00	$1,343.00	$0.00	$96.00	93%
10-450-1210	OFFICE SUPPLIES	$1,115.47	$2,040.00	$711.00	$891.00	$162.49	$986.51	52%
10-450-1230	OFFICE CONTRACT SERVICES - SOFTWARE	$10,944.00	$16,387.00	$912.00	$13,026.70	$0.00	$3,360.30	79%
10-450-1430	TRAINING -REGISTRATION AND CLASS MAT'L	$0.00	$1,071.00	$0.00	$0.00	$0.00	$1,071.00	0%
10-450-1431	TRAVEL MILEAGE	$0.00	$408.00	$0.00	$0.00	$0.00	$408.00	0%
10-450-1432	MEALS	$0.00	$306.00	$0.00	$0.00	$0.00	$306.00	0%
10-450-1433	LODGING	$0.00	$816.00	$0.00	$0.00	$0.00	$816.00	0%
10-450-1620	EQUIPMENT RENTAL - HANDHELDS	$440.00	$1,734.00	$100.00	$1,627.50	$0.00	$106.50	94%
10-450-1630	EQUIPMENT MAINTENANCE AND REPAIRS	$2,111.15	$8,760.00	$0.00	$1,414.48	$45.87	$7,299.65	17%
10-450-3901	PARKING METER CREDIT CARD PROCESSING	$2,132.77	$22,440.00	$0.00	$18,918.99	$50.00	$3,471.01	85%
10-450-3902	COLLECTION FEES	$0.00	$2,040.00	$2.79	$308.83	$0.00	$1,731.17	15%
10-450-4550	CONTRACT SERVICES	$0.00	$3,060.00	$0.00	$0.00	$0.00	$3,060.00	0%
10-450-5730	CONTINGENCY	$0.00	$3,560.00	$0.00	$0.00	$0.00	$3,560.00	0%
10-450-8010	DEBT SERVICE - PRINCIPAL	$7,640.04	$8,192.64	$0.00	$0.00	$0.00	$8,192.64	0%
10-450-8011	DEBT SERVICE - INTEREST	$1,163.32	$610.68	$0.00	$0.00	$0.00	$610.68	0%
	450 Total	**$48,079.05**	**$144,710.32**	**$3,733.78**	**$76,495.20**	**$258.36**	**$67,956.76**	**53%**
10-510-0000	POLICE DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-510-0200	SALARIES AND WAGES	$1,031,915.43	$1,095,689.00	$80,078.86	$817,601.85	$0.00	$278,087.15	75%
10-510-0201	OVERTIME	$26,948.12	$30,600.00	$1,235.09	$21,058.35	$0.00	$9,541.65	69%
10-510-0203	SEPARATION PAY	$42,342.40	$41,400.00	$3,567.22	$34,646.09	$0.00	$6,753.91	84%
10-510-0205	OTHER SALARIES-PARTTIME	$2,926.23	$12,330.00	$112.51	$1,142.60	$0.00	$11,187.40	9%
10-510-0500	FICA EXPENSE	$81,293.46	$92,944.00	$6,322.60	$64,975.07	$0.00	$27,968.93	70%
10-510-0600	GROUP INSURANCE EXPENSE	$130,043.91	$154,901.00	$12,817.52	$103,385.15	$0.00	$51,515.85	67%
10-510-0700	RETIREMENT EXPENSE	$165,591.85	$187,609.00	$13,758.73	$142,038.02	$0.00	$45,570.98	76%
10-510-0800	WORKERS COMPENSATION	$41,466.72	$42,776.00	$438.93	$42,992.41	$0.00	-$216.41	101%
10-510-1110	TELEPHONE	$3,901.26	$6,500.00	-$143.37	$5,456.95	$0.00	$1,043.05	84%
10-510-1111	TELEPHONE-CELLULAR	$9,846.76	$11,300.00	$1,668.76	$6,765.42	$0.00	$4,534.58	60%
10-510-1120	INTERNET/CABLE	$5,305.66	$6,200.00	$411.47	$3,608.33	$0.00	$2,591.67	58%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-510-1130	POSTAGE	$603.15	$750.00	$0.00	$173.43	$15.26	$561.31	25%
10-510-1210	OFFICE SUPPLIES	$2,232.59	$2,500.00	$99.91	$1,780.74	$417.72	$301.54	88%
10-510-1220	OFFICE EQUIPMENT (NON-CAPITAL)	$1,424.99	$2,000.00	$137.84	$718.52	$0.00	$1,281.48	36%
10-510-1221	OFFICE EQUIPMENT LEASES	$5,706.55	$4,200.00	$374.25	$3,547.28	$0.00	$652.72	84%
10-510-1230	OFFICE CONTRACT SERVICES	$31,734.72	$31,870.00	$556.79	$19,819.46	$2,292.73	$9,757.81	69%
10-510-1250	DUES AND SUBSCRIPTIONS	$801.31	$2,500.00	$54.41	$1,185.11	$0.00	$1,314.89	47%
10-510-1260	MISC. ADMIN. EXPENSE	$20.50	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-510-1310	ELECTRIC	$6,730.00	$6,300.00	$434.66	$4,821.57	$0.00	$1,478.43	77%
10-510-1330	WATER/SEWER/SOLID WASTE	$3,353.36	$3,500.00	$0.00	$1,620.36	$220.28	$1,659.36	53%
10-510-1420	OSHA/SAFETY COMPLIANCE	$625.02	$1,336.00	$0.00	$65.76	$0.00	$1,270.24	5%
10-510-1430	TRAINING- REGISTRATION &CLASS MAT'	$5,451.75	$12,000.00	$10.75	$4,211.34	$0.00	$7,788.66	35%
10-510-1431	TRAVEL MILEAGE	$0.00	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-510-1432	MEALS	$2,091.37	$3,500.00	$166.16	$2,010.26	$531.28	$958.46	73%
10-510-1433	LODGING	$2,026.07	$4,000.00	$0.00	$1,183.61	$700.56	$2,115.83	47%
10-510-1440	UNIFORMS	$7,624.90	$15,000.00	$8.49	$10,805.92	$859.60	$3,334.48	78%
10-510-1451	EMPLOYEE WELLNESS	$9,499.00	$11,800.00	$500.00	$5,243.00	$0.00	$6,557.00	44%
10-510-1610	NON-CAPITAL EQUIPMENT PURCHASE	$70,366.46	$34,000.00	$9,000.00	$19,974.39	$13,994.99	$30.62	100%
10-510-1630	EQUIPMENT MAINT. & REPAIRS	$4,054.69	$4,000.00	$309.49	$2,613.17	$374.72	$1,012.11	75%
10-510-1710	AUTO FUEL	$24,497.75	$37,000.00	$3,007.34	$25,688.85	$0.00	$11,311.15	69%
10-510-1730	VEHICLE MAINT. & REPAIRS	$8,737.26	$15,000.00	$1,856.74	$14,651.60	$46.60	$301.80	98%
10-510-3310	DEPARTMENT SUPPLIES & MATERIALS	$8,169.99	$21,600.00	$341.01	$9,559.96	$7,625.29	$4,414.75	80%
10-510-4510	PROFESSIONAL SERVICES	$0.00	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0%
10-510-4560	ABANDONED AND DERELICT VESSEL REMOVA	$4,380.15	$10,600.00	$0.00	$2,350.00	$0.00	$8,250.00	22%
10-510-4570	MARINE OPERATIONS	$2,016.96	$5,400.00	$0.00	$1,723.42	$3,671.00	$5.58	100%
10-510-5400	INSURANCE AND BONDS	$25,136.27	$26,438.00	$0.00	$26,438.00	$0.00	$0.00	100%
10-510-5791	CRIMINAL INVESTIGATION	$3,516.70	$5,500.00	$0.00	$368.00	$0.00	$5,132.00	7%
10-510-5793	CRIME PREVENTION	$2,012.39	$5,000.00	$0.00	$1,843.22	$0.00	$3,156.78	37%
10-510-7430	CAPITAL OUTLAY - VEHICLES	$127,728.78	$107,231.00	$15,889.90	$15,889.90	$89,058.59	$2,282.51	98%
10-510-8010	DEBT SERVICE - PRINCIPAL	$16,594.00	$16,594.37	$0.00	$16,594.00	$0.00	$0.37	100%
10-510-8011	DEBT SERVICE - INTEREST	$662.25	$626.11	$0.00	$662.25	$0.00	-$36.14	106%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-510-9020	GRANT EXPENDITURES	$43,350.44	$180,000.00	$1,150.00	$11,725.00	$15,937.00	$152,338.00	15%
	510 Total	**$1,962,731.17**	**$2,255,494.48**	**$154,166.06**	**$1,450,938.36**	**$135,745.62**	**$668,810.50**	**70%**
10-531-0000	FIRE DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-531-0200	SALARIES & WAGES	$924,032.70	$1,007,997.91	$72,219.80	$761,256.66	$0.00	$246,741.25	76%
10-531-0201	OVERTIME	$18,995.77	$36,553.13	$1,815.64	$20,129.18	$0.00	$16,423.95	55%
10-531-0205	SALARIES-PARTIME/PRN	$40,501.83	$43,942.00	$7,743.56	$26,708.52	$0.00	$17,233.48	61%
10-531-0500	FICA EXPENSE	$72,701.06	$83,664.41	$6,041.15	$59,922.65	$0.00	$23,741.76	72%
10-531-0600	GROUP INSURANCE	$117,239.19	$146,278.00	$12,151.70	$96,477.79	$0.00	$49,800.21	66%
10-531-0700	RETIREMENT EXPENSE	$141,917.89	$164,505.54	$12,108.63	$127,923.56	$0.00	$36,581.98	78%
10-531-0701	FIREMAN'S PENSION FUND	$1,920.00	$2,160.00	$1,810.00	$1,810.00	$0.00	$350.00	84%
10-531-0800	WORKERS COMPENSATION	$50,946.00	$54,650.00	$0.00	$54,300.00	$0.00	$350.00	99%
10-531-1110	TELEPHONE	$4,741.50	$7,440.00	-$159.21	$5,973.04	$0.00	$1,466.96	80%
10-531-1111	TELEPHONE- CELLULAR	$1,480.39	$2,550.00	$304.08	$975.61	$0.00	$1,574.39	38%
10-531-1120	INTERNET/CABLE	$4,214.49	$4,508.00	$399.88	$3,198.54	$0.00	$1,309.46	71%
10-531-1130	POSTAGE	$101.60	$204.00	$0.00	$16.85	$8.16	$178.99	12%
10-531-1210	OFFICE SUPPLIES	$667.91	$1,224.00	$0.00	$674.91	$0.00	$549.09	55%
10-531-1220	OFFICE EQUIPMENT (NON-CAPITAL)	$1,076.98	$4,530.00	$0.00	$4,469.14	$1,211.58	-$1,150.72	125%
10-531-1221	OFFICE EQUIPMENT LEASES	$2,996.57	$3,090.00	$239.94	$2,403.21	$0.00	$686.79	78%
10-531-1230	OFFICE CONTRACT SERVICES	$1,420.00	$1,703.00	$0.00	$2,128.00	$0.00	-$425.00	125%
10-531-1250	DUES & SUBSCRIPTIONS	$1,688.82	$2,090.00	$99.00	$1,286.48	$0.00	$803.52	62%
10-531-1310	ELECTRIC	$19,456.86	$23,929.00	$1,522.03	$15,629.60	$0.00	$8,299.40	65%
10-531-1320	LP GAS	$237.04	$510.00	$35.55	$286.09	$0.00	$223.91	56%
10-531-1330	WATER/SEWER/SOLID WASTE	$4,200.53	$4,865.00	$0.00	$2,633.54	$394.42	$1,837.04	62%
10-531-1420	OSHA/ SAFETY COMPLIANCE	$4,550.24	$13,558.00	$2,300.00	$11,107.17	$293.00	$2,157.83	84%
10-531-1421	SAFETY EQUIPMENT	$26,656.23	$26,620.00	$3,330.59	$3,531.28	$15,439.75	$7,648.97	71%
10-531-1422	SAFETY SUPPLIES & MATERIALS	$13,497.41	$3,060.00	$81.88	$586.73	$94.06	$2,379.21	22%
10-531-1430	TRAINING- REGIST & CLASS MATERIAL	$2,992.54	$5,610.00	$370.00	$2,594.10	$0.00	$3,015.90	46%
10-531-1431	MILEAGE	$952.86	$816.00	$0.00	$705.59	$0.00	$110.41	86%
10-531-1432	MEALS	$1,676.62	$2,754.00	$0.00	$1,490.84	$129.76	$1,133.40	59%
10-531-1433	LODGING	$2,391.13	$3,060.00	$0.00	$1,965.41	$470.08	$624.51	80%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-531-1440	UNIFORMS	$15,171.42	$14,780.00	$1,235.80	$7,723.82	$0.00	$7,056.18	52%
10-531-1510	BUILDING MAINTENANCE	$4,094.44	$4,662.00	$178.49	$2,414.15	$111.22	$2,136.63	54%
10-531-1511	GROUND MAINT	$133.91	$3,570.00	$6.59	$688.00	$0.00	$2,882.00	19%
10-531-1512	JANITORIAL SUPPLIES	$2,083.97	$1,836.00	$257.83	$1,672.40	$329.63	-$166.03	109%
10-531-1513	CONTRACTED SERVICES	$6,455.78	$8,670.00	$56.00	$2,543.50	$0.00	$6,126.50	29%
10-531-1610	NON-CAPITAL EQUIPMENT PURCHASE	$8,158.49	$30,090.00	$853.26	$11,626.82	$6,952.28	$11,510.90	62%
10-531-1630	EQUIPMENT MAINT & REPAIRS	$2,584.00	$15,912.00	$154.15	$1,770.39	$743.34	$13,398.27	16%
10-531-1710	AUTO FUEL	$11,328.18	$23,460.00	$1,562.43	$12,758.22	$0.00	$10,701.78	54%
10-531-1730	VEHICLE MAINT & REPAIRS	$31,558.20	$29,500.00	$546.77	$18,488.64	$1,367.40	$9,643.96	67%
10-531-3310	DEPARTMENT SUPPLIES & MATERIALS	$3,601.21	$9,180.00	$510.56	$3,878.82	$65.28	$5,235.90	43%
10-531-5400	INSURANCE & BONDS	$36,681.00	$37,500.00	$0.00	$38,730.00	$0.00	-$1,230.00	103%
10-531-7410	CAPITAL OUTLAY - BUILDINGS	$0.00	$180,000.00	$6,950.06	$121,950.06	$35,680.98	$22,368.96	88%
10-531-7420	CAPITAL OUTLAY - EQUIPMENT	$0.00	$50,435.00	$0.00	$0.00	$50,430.74	$4.26	100%
10-531-7430	CAPITAL OUTLAY- VEHICLES	$0.00	$560,000.00	$0.00	$200,000.00	$359,998.00	$2.00	100%
10-531-8010	DEBT SERVICE - PRINCIPAL	$255,437.00	$326,287.11	$0.00	$200,000.00	$0.00	$126,287.11	61%
10-531-8011	DEBT SERVICE - INTEREST	$95,790.32	$96,847.87	$0.00	$65,325.01	$0.00	$31,522.86	67%
10-531-9003	HURRICANE SUPPLIES & MATERIALS	$0.00	$0.00	$0.00	-$73.26	$0.00	$73.26	0%
10-531-9010	COVID-19 RESPONSE	$5,276.12	$0.00	$740.76	$4,509.42	$0.00	-$4,509.42	0%
	531 Total	**$1,941,608.20**	**$3,044,601.97**	**$135,466.92**	**$1,904,190.48**	**$473,719.68**	**$666,691.81**	**78%**
10-540-0000	PLANNING & INSPECTIONS:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-540-0200	SALARIES AND WAGES	$324,814.43	$328,030.00	$26,195.11	$252,290.19	$0.00	$75,739.81	77%
10-540-0201	OVERTIME	$1,243.47	$0.00	$0.00	$855.76	$0.00	-$855.76	0%
10-540-0500	FICA EXPENSE	$24,334.19	$26,323.00	$1,988.97	$19,203.70	$0.00	$7,119.30	73%
10-540-0600	GROUP INSURANCE EXPENSE	$35,316.45	$40,763.00	$3,558.80	$26,463.02	$0.00	$14,299.98	65%
10-540-0700	RETIREMENT EXPENSE	$48,883.21	$53,995.00	$4,266.62	$41,270.51	$0.00	$12,724.49	76%
10-540-0800	WORKERS COMPENSATION	$5,682.79	$6,182.00	$0.00	$5,733.00	$0.00	$449.00	93%
10-540-1230	OFFICE CONTRACT SERVICES	$0.00	$1,000.00	$18.14	$1,018.14	$0.00	-$18.14	102%
10-540-1250	DUES & SUBSCRIPTIONS	$2,642.42	$2,500.00	$0.00	$2,165.21	$60.00	$274.79	89%
10-540-1420	OSHA/SAFETY COMPLIANCE	$0.00	$300.00	$0.00	$114.88	$0.00	$185.12	38%
10-540-1430	TRAINING-REGISTRATION & CLASS MAT'	$2,675.00	$3,400.00	$260.00	$1,097.45	$344.25	$1,958.30	42%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-540-1431	TRAVEL MILEAGE	$0.00	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-540-1432	MEALS	$0.00	$800.00	$0.00	$0.00	$35.55	$764.45	4%
10-540-1433	LODGING	$0.00	$2,400.00	$0.00	$0.00	$348.83	$2,051.17	15%
10-540-1610	NON-CAPITAL EQUIPMENT PURCHASE	$744.41	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0%
10-540-1710	AUTO FUEL	$495.84	$1,000.00	$56.42	$615.65	$0.00	$384.35	62%
10-540-1730	VEHICLE MAINT & REPAIRS	$1,164.05	$500.00	$123.23	$255.07	$0.00	$244.93	51%
10-540-1810	PERMITS & FEES RECURRING	$1,390.00	$2,000.00	$0.00	$820.00	$0.00	$1,180.00	41%
10-540-3510	HISTORIC COMM.EXPENSE	$0.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
10-540-3512	HISTORIC COMM-TRAVEL	$0.00	$1,800.00	$0.00	$0.00	$0.00	$1,800.00	0%
10-540-4510	PROFESSIONAL SERVICES	$99,900.25	$7,500.00	$0.00	-$7,500.00	$0.00	$15,000.00	-100%
10-540-7420	CAPITAL OUTLAY-PROFESSIONAL SERVICES	$0.00	$95,100.00	$0.00	$28,170.00	$66,929.75	$0.25	100%
10-540-8010	DEBT SERVICE - PRINCIPAL	$4,840.00	$4,840.44	$0.00	$4,840.00	$0.00	$0.44	100%
10-540-8011	DEBT SERVICE - INTEREST	$183.00	$183.20	$0.00	$183.00	$0.00	$0.20	100%
	540 Total	**$554,309.51**	**$582,116.64**	**$36,467.29**	**$377,595.58**	**$67,718.38**	**$136,802.68**	**76%**
10-550-0000	PUBLIC SERVICE ADMINISTRATION:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-550-0200	SALARIES AND WAGES	$211,860.14	$207,535.00	$16,949.10	$166,573.47	$0.00	$40,961.53	80%
10-550-0500	FICA EXPENSE	$14,367.64	$16,603.00	$1,214.62	$11,988.83	$0.00	$4,614.17	72%
10-550-0600	GROUP INSURANCE EXPENSE	$13,540.86	$16,305.00	$1,425.46	$11,319.92	$0.00	$4,985.08	69%
10-550-0700	RETIREMENT	$30,078.22	$34,056.00	$2,763.28	$27,172.23	$0.00	$6,883.77	80%
10-550-1230	OFFICE CONTRACT SERVICES	$5,126.45	$8,200.00	$0.00	$4,656.14	$0.00	$3,543.86	57%
10-550-1250	DUES AND SUBSCRIPTIONS	$181.37	$800.00	$68.24	$1,032.45	$0.00	-$232.45	129%
10-550-1420	OSHA/SAFETY COMPLIANCE	$0.00	$250.00	$0.00	$0.00	$0.00	$250.00	0%
10-550-1430	TRAINING - REGISTRATION & CLASS MATERIAI	$255.00	$1,000.00	$0.00	$250.00	$0.00	$750.00	25%
10-550-1431	TRAVEL MILEAGE	$0.00	$230.00	$0.00	$0.00	$0.00	$230.00	0%
10-550-1432	MEALS	$0.00	$225.00	$0.00	$0.00	$0.00	$225.00	0%
10-550-1433	LODGING	$0.00	$900.00	$0.00	$0.00	$0.00	$900.00	0%
10-550-1440	UNIFORMS	$0.00	$300.00	$0.00	$0.00	$0.00	$300.00	0%
10-550-1610	NON-CAPITAL EQUIPMENT PURCHASE	$1,568.89	$2,000.00	$0.00	$56.29	$0.00	$1,943.71	3%
10-550-1710	AUTO FUEL	$210.67	$500.00	$0.00	$218.22	$0.00	$281.78	44%
10-550-1730	VEHICLE MAINT. & REPAIRS	$146.40	$500.00	$0.00	$0.00	$0.00	$500.00	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-550-4510	PROFESSIONAL SERVICES	$7,780.37	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	0%
10-550-5730	CONTINGENCY	$0.00	$250.00	$0.00	$0.00	$0.00	$250.00	0%
	550 Total	**$285,116.01**	**$304,654.00**	**$22,420.70**	**$223,267.55**	**$0.00**	**$81,386.45**	**73%**
10-560-0000	PUBLIC WORKS:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-560-0200	SALARIES AND WAGES	$513,572.68	$624,551.00	$43,919.99	$396,759.36	$0.00	$227,791.64	64%
10-560-0201	OVERTIME	$9,386.63	$5,202.00	$708.77	$7,152.74	$0.00	-$1,950.74	137%
10-560-0500	FICA EXPENSE	$38,204.34	$49,131.00	$3,181.64	$29,058.79	$0.00	$20,072.21	59%
10-560-0600	GROUP INSURANCE EXPENSE	$83,578.14	$114,104.00	$9,261.88	$66,671.08	$0.00	$47,432.92	58%
10-560-0700	RETIREMENT EXPENSE	$77,723.07	$98,701.00	$7,222.67	$65,764.69	$0.00	$32,936.31	67%
10-560-0800	WORKERS COMPENSATION	$20,545.29	$25,880.00	$947.84	$26,864.73	$0.00	-$984.73	104%
10-560-1110	TELEPHONE	$2,629.44	$2,500.00	-$137.25	$2,107.80	$0.00	$392.20	84%
10-560-1111	TELEPHONE- CELLULAR	$979.79	$1,000.00	$161.17	$648.01	$0.00	$351.99	65%
10-560-1120	INTERNET\CABLE	$5,396.84	$4,900.00	$450.16	$3,601.28	$0.00	$1,298.72	73%
10-560-1130	POSTAGE	$5,269.71	$4,500.00	$474.01	$3,739.34	$476.31	$284.35	94%
10-560-1210	OFFICE SUPPLIES	$2,140.49	$2,100.00	$0.00	$853.95	$542.18	$703.87	66%
10-560-1220	OFFICE EQUIPMENT (NON-CAPITAL)	$53.73	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0%
10-560-1221	OFFICE EQUIPMENT LEASE	$3,338.47	$3,350.00	$266.30	$2,667.78	$0.00	$682.22	80%
10-560-1230	OFFICE CONTRACT SERVICES	$2,671.47	$2,421.69	$202.70	$1,707.13	$269.98	$444.58	82%
10-560-1250	DUES AND SUBSCRIPTIONS	$663.39	$800.00	$38.13	$360.38	$19.99	$419.63	48%
10-560-1310	ELECTRIC	$6,032.75	$7,000.00	$711.70	$6,208.27	$0.00	$791.73	89%
10-560-1320	LP GAS	$3,446.06	$3,000.00	$168.13	$2,851.49	$0.00	$148.51	95%
10-560-1330	WATER/SEWER/SOLID WASTE	$1,875.39	$2,727.61	$0.00	$1,710.52	$274.41	$742.68	73%
10-560-1420	OSHA/SAFETY COMPLIANCE	$3,170.84	$5,750.00	$64.46	$1,438.88	$1,744.52	$2,566.60	55%
10-560-1430	TRAINING -REGISTRATION & CLASS	$1,168.54	$3,250.00	$1,750.00	$2,340.00	$84.00	$826.00	75%
10-560-1431	TRAVEL MILEAGE	$0.00	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-560-1432	MEALS	$417.39	$750.00	$0.00	$399.07	$0.00	$350.93	53%
10-560-1433	LODGING	$0.00	$750.00	$0.00	$0.00	$0.00	$750.00	0%
10-560-1440	UNIFORMS	$5,970.87	$7,250.00	$256.05	$5,821.46	$74.68	$1,353.86	81%
10-560-1610	NON-CAPITAL EQUIPMENT PURCHASE	$18,167.92	$8,500.00	$192.56	$5,512.31	$471.89	$2,515.80	70%
10-560-1630	EQUIPMENT MAINT. & REPAIRS	$5,296.99	10,500.00	$0.00	$1,609.18	$0.00	$8,890.82	15%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-560-1710	AUTO FUEL	$11,623.96	$15,500.00	$1,494.91	$12,869.02	$0.00	$2,630.98	83%
10-560-1730	VEHICLE MAINT. & REPAIRS	$9,365.95	$17,000.00	$437.57	$10,331.14	$0.00	$6,668.86	61%
10-560-1820	PERMITS & FEES - ONE TIME	$202.65	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-560-3310	DEPARTMENT SUPPLIES & MATERIAL	$3,306.31	$8,000.00	$319.79	$2,190.43	$152.06	$5,657.51	29%
10-560-3320	STREETSCAPING MATERIALS	$0.00	$74.58	$0.00	$0.00	$74.58	$0.00	100%
10-560-3811	STREET CONT. SERVICES	$0.00	$8,000.00	$0.00	$2,902.50	$0.00	$5,097.50	36%
10-560-3812	STREET SUPPLIES & MAT'L	$4,180.20	$10,500.00	$496.47	$7,789.05	$510.68	$2,200.27	79%
10-560-3814	SIDEWALKS & MULTI-MODAL	$8,927.53	$19,080.00	$10.19	$16,283.75	$0.00	$2,796.25	85%
10-560-4550	CONTRACT SERVICES	$5,743.52	$12,000.00	$0.00	$6,496.00	$0.00	$5,504.00	54%
10-560-4590	DREDGING EXPENSE	$0.00	$171,700.00	$0.00	$85,400.95	$0.00	$86,299.05	50%
10-560-5400	INSURANCE	$14,342.56	$18,935.00	$0.00	$19,398.10	$0.00	-$463.10	102%
10-560-5900	STREET LIGHTS	$140,819.19	$146,880.00	$1,418.32	$88,763.47	$0.00	$58,116.53	60%
10-560-7420	CAPITAL OUTLAY - EQUIPMENT	$91,635.10	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-560-7430	CAPITAL OUTLAY - VEHICLES	$103,580.39	$255,000.00	$0.00	$192,050.38	$55,294.67	$7,654.95	97%
10-560-7440	CAPITAL OUTLAY - OTHER STRUCTURES	$0.00	$76,000.00	$0.00	$0.00	$75,738.00	$262.00	100%
10-560-8010	DEBT SERVICES-PRINCIPAL	$245,000.00	$253,452.18	$245,000.00	$245,000.00	$0.00	$8,452.18	97%
10-560-8011	DEBT SERVICES-INTEREST	$85,933.74	$83,850.06	$41,846.00	$83,692.00	$0.00	$158.06	100%
	560 Total	**$1,536,361.33**	**$2,087,590.12**	**$360,864.16**	**$1,409,015.03**	**$135,727.95**	**$542,847.14**	**74%**
10-570-0000	SANITATION:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-570-1310	ELECTRIC FOR COMPACTOR	$632.52	$1,000.00	$44.70	$397.79	$0.00	$602.21	40%
10-570-1630	EQUIPMENT MAINT.	$1,736.10	$1,500.00	$0.00	$0.00	$64.00	$1,436.00	4%
10-570-1710	AUTO FUEL	$7,712.17	$15,000.00	$1,916.98	$7,702.07	$0.00	$7,297.93	51%
10-570-1730	VEHICLE MAINTENANCE	$1,230.05	$1,000.00	$2,943.74	$3,152.80	$203.44	-$2,356.24	336%
10-570-4520	COLLECTION CONTRACTED SV WBD ROLLOUT	$23,836.36	$24,000.00	$2,083.45	$16,564.18	$0.00	$7,435.82	69%
10-570-4521	COLLECTION CONTRACTSVC RESROLLOUT SV	$448,835.45	$464,400.00	$38,440.98	$312,066.06	$0.00	$152,333.94	67%
10-570-4560	RECYCLING DISPOSAL WBD CARDBOARD ONL	$7,507.14	$7,500.00	$636.72	$5,083.71	$0.00	$2,416.29	68%
10-570-4561	SOLID WASTE DISPOSAL RES BULK SERVICE	$33,969.13	$36,000.00	$2,831.77	$27,347.19	$0.00	$8,652.81	76%
10-570-4562	YARD DEBRIS DISPOSAL FEE DEE GARNER	$38,060.00	$56,000.00	$11,511.99	$45,031.99	$0.00	$10,968.01	80%
10-570-4563	SOLID WASTE DISPOSAL WBD COMPACTOR FI	$29,589.66	$31,200.00	$1,639.88	$26,115.63	$0.00	$5,084.37	84%
10-570-8010	DEBT SERVICES- PRINCIPAL (GRAPPLE TRUCK	$38,028.00	500 38,086.99	$0.00	$38,028.00	$0.00	$58.99	100%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-570-8011	DEBT SERVICES - INTEREST (GRAPPLE TRUCK	$1,436.00	$1,386.37	$0.00	$1,385.90	$0.00	$0.47	100%
	570 Total	**$632,572.58**	**$677,073.36**	**$62,050.21**	**$482,875.32**	**$267.44**	**$193,930.60**	**71%**
10-580-0000	STORMWATER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-580-1610	NON-CAPITAL EQUIPMENT PURCHASES	$5,293.77	$25,200.00	$564.57	$5,073.76	$1,802.15	$18,324.09	27%
10-580-1710	AUTO FUEL	$14,950.32	$10,800.00	$0.00	$5,823.22	$0.00	$4,976.78	54%
10-580-4550	CONTRACT SERVICES	$55,036.48	$42,200.00	$0.00	$20,312.04	$0.00	$21,887.96	48%
	580 Total	**$75,280.57**	**$78,200.00**	**$564.57**	**$31,209.02**	**$1,802.15**	**$45,188.83**	**42%**
10-620-0000	FACILITIES & GROUND MAIN:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-620-1310	ELECTRIC	$0.00	$0.00	$519.17	$519.17	$0.00	-$519.17	0%
10-620-1330	WATER\SEWER\SOLID WASTE	$637.07	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-620-1510	TOWN HALL BLDG MAINT	$86,693.85	$87,600.00	$3,302.78	$27,956.47	$2,351.05	$57,292.48	35%
10-620-1511	TOWN HALL GROUND MAINT	$488.77	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-620-1512	TOWN HALL JANITORIAL SUPPLIES	$1,132.95	$1,500.00	$202.76	$546.37	$0.00	$953.63	36%
10-620-1513	TOWN HALL CONTRACTED SERVICES	$0.00	$2,000.00	$0.00	$135.00	$0.00	$1,865.00	7%
10-620-1520	TRAIN DEPOT BLDG MAINT	$951.87	$28,060.00	$323.23	$1,175.03	$69.28	$26,815.69	4%
10-620-1522	TRAIN DEPOT JANITORIAL SUPPLIES	$722.43	$1,000.00	$0.00	$41.99	$82.03	$875.98	12%
10-620-1530	POLICE DEPT BLDG MAINT	$23,286.96	$18,000.00	$63.92	$13,205.73	$0.00	$4,794.27	73%
10-620-1532	POLICE DEPT JANITORIAL SUPPLIES	$89.68	$1,500.00	$0.00	$0.00	$0.00	$1,500.00	0%
10-620-1533	POLICE DEPT CONTRACTED SERVICES	$0.00	$2,000.00	$210.00	$750.05	$0.00	$1,249.95	38%
10-620-1540	PUBLIC WORKS BLDG MAINT	$15,536.96	$11,000.00	$165.89	$3,548.21	$3,846.21	$3,605.58	67%
10-620-1541	PUBLIC WORKS GROUND MAINT	$0.00	$750.00	$81.90	$301.11	$209.53	$239.36	68%
10-620-1542	PUBLIC WORKS JANITORIAL SUPPLIES	$232.64	$500.00	$0.00	$33.45	$0.00	$466.55	7%
10-620-1550	CEMETERY MAINTENANCE	$9,910.99	$19,646.18	$41.27	$9,355.05	$11.75	$10,279.38	48%
10-620-1560	PUBLIC RESTROOM BLDG MAINT	$6,017.43	$6,000.00	$0.00	$3,253.25	$228.86	$2,517.89	58%
10-620-1562	PUBLIC RESTROOM JANITORIAL SUPPLY	$8,786.07	$8,000.00	$556.31	$7,987.96	$0.00	$12.04	100%
10-620-1570	PARKS MAINTENANCE	$12,503.84	$10,000.00	$129.65	$11,541.05	$318.46	-$1,859.51	119%
10-620-1571	RJP PARK MAINTENANCE	$12,275.49	$14,000.00	$340.43	$5,836.50	$60.37	$8,103.13	42%
10-620-1572	TOPSAIL PARK IMPROVEMENTS	$45,354.01	$9,040.00	-$3,000.00	$4,539.79	$3,400.00	$1,100.21	88%
10-620-1573	PARKS CONTRACTED SERVICE	$1,244.49	$26,000.00	$1,250.00	$2,770.21	$0.00	$23,229.79	11%
10-620-1580	DOCKS AND BOARDWALK MAINT	$2,633.99	$5,500.00	$479.04	$1,901.96	$0.00	$3,598.04	35%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-620-1590	PUBLIC R.O.W. MAINT	$20,351.45	$15,500.00	$1,423.96	$8,817.59	$4,126.88	$2,555.53	84%
10-620-1591	TREES	$5,535.00	$15,000.00	$0.00	$62.16	$11,595.00	$3,342.84	78%
10-620-1610	NON CAPITAL EQUIPMENT PURCHASE	$1,461.05	$2,500.00	$0.00	$1,710.03	$67.24	$722.73	71%
10-620-1630	EQUIPMENT MAINT & REPAIRS	$3,209.03	$2,500.00	$72.52	$1,291.74	$0.00	$1,208.26	52%
10-620-3310	DEPARTMENTAL SUPPLIES & MATERIALS	$1,607.66	$4,200.00	$0.00	$235.10	$0.00	$3,964.90	6%
10-620-4550	CONTRACT SERVICES	$0.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
10-620-7420	CAPITAL OUTLAY/EQUIPMENT	$0.00	$112,950.00	$0.00	$0.00	$18,344.50	$94,605.50	16%
	620 Total	**$260,663.68**	**$406,246.18**	**$6,162.83**	**$107,514.97**	**$44,711.16**	**$254,020.05**	**37%**
10-700-0000	NON-DEPARTMENTAL:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-700-0206	MERIT AWARDS	$0.00	$60,337.00	$0.00	$0.00	$0.00	$60,337.00	0%
10-700-1120	INTERNET- FIBER HUB CONNECTION	$11,715.13	$8,000.00	$606.23	$4,874.77	$0.00	$3,125.23	61%
10-700-1130	INFORMATION TECHNOLOGY SERVICES	$53,709.17	$87,220.00	$4,603.99	$46,153.60	$0.00	$41,066.40	53%
10-700-1250	EURY'S LANDING CONDOMINIUM ANNUAL DUE	$800.00	$820.00	$800.00	$800.00	$0.00	$20.00	98%
10-700-1410	HUMAN RESOURCES - EMPLOYMENT	$8,014.45	$38,760.00	$100.00	$39,040.28	$0.00	-$280.28	101%
10-700-1420	HUMAN RESOURCES - TRAINING	$2,000.00	$20,400.00	$0.00	$6,677.45	$0.00	$13,722.55	33%
10-700-1450	EMPLOYEE ENGAGEMENT	$3,180.48	$22,240.00	$0.00	$21,679.90	$0.00	$560.10	97%
10-700-1592	WBD PROJECTS	$17,542.32	$55,289.00	$215.06	$14,006.13	$2,412.16	$38,870.71	30%
10-700-4510	PROFESSIONAL SERVICES	$46,161.44	$208,930.00	$4,922.09	$71,250.21	$34,058.74	$103,621.05	50%
10-700-4530	LEGAL SERVICES	$153,967.28	$135,000.00	$23,717.32	$137,179.04	$60,000.00	-$62,179.04	146%
10-700-5600	CONTRIBUTIONS TO OTHER AGENCIES	$2,100.00	$4,600.00	$0.00	$2,100.00	$0.00	$2,500.00	46%
10-700-5730	CONTINGENCY	$0.00	$31,371.89	$0.00	$0.00	$0.00	$31,371.89	0%
10-700-7430	CAPITAL OUTLAY - VEHICLES	$0.00	$36,714.00	$0.00	$0.00	$0.00	$36,714.00	0%
10-700-8010	DEBT SERVICE - PRINCIPAL	$100,000.00	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	100%
10-700-8011	DEBT SERVICE - INTEREST	$19,485.38	$16,438.06	$0.00	$16,419.37	$0.00	$18.69	100%
10-700-9010	COVID-19 RESPONSE	$8,675.00	$0.00	$0.00	$1,493.23	$0.00	-$1,493.23	0%
10-700-9020	CARES RELIEF FUNDS	$93,117.13	$0.00	$0.00	$0.00	$0.00	$0.00	0%
	700 Total	**$520,467.78**	**$826,119.95**	**$34,964.69**	**$461,673.98**	**$96,470.90**	**$267,975.07**	**68%**
10-800-0000	GENERAL FUND TRANSFERS:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-800-0064	TRANSFER TO CAPITAL PROJECTS	$0.00	$100,000.00	$0.00	$0.00	$0.00	$100,000.00	0%
10-800-8000	TRANSFER TO CAPITAL RESERVE	$185,000.00	$185,000.00	$0.00	$0.00	$0.00	$185,000.00	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
	800 Total	**$185,000.00**	**$285,000.00**	**$0.00**	**$0.00**	**$0.00**	**$285,000.00**	**0%**
	General Fund Expend Total	**$9,058,983.14**	**$11,999,670.26**	**$915,424.71**	**$7,493,295.88**	**$966,386.97**	**$3,539,987.41**	**70%**

10 **General Fund**

	Prior	Current	YTD
Revenue:	**$10,801,944.76**	**$1,472,828.32**	**$9,488,092.17**
Expended:	**$9,058,983.14**	**$915,424.71**	**$7,493,295.88**
Net Income:	**$1,742,961.62**	**$557,403.61**	**$1,994,796.29**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
40-303-0009	GRANTS NC	$127,750.00	$0.00	$22,250.00	$22,250.00	$22,250.00	0%
40-305-0001	REVENUE ACCOUNT REGULAR - WATER USAG	$1,269,581.09	$1,240,000.00	$87,799.42	$990,603.14	-$249,396.86	80%
40-305-0002	REVENUE ACCOUNT REGULAR - SEWER USAG	$3,042,081.46	$3,150,000.00	$228,812.89	$2,356,883.65	-$793,116.35	75%
40-305-0003	WATER TAP IN FEES	$98,500.00	$44,750.00	$21,700.00	$98,650.00	$53,900.00	220%
40-305-0004	SEWER TAP IN FEE	$68,250.00	$41,250.00	$13,500.00	$69,750.00	$28,500.00	169%
40-305-0005	ACCOUNT SERVICE CHARGES	$6,050.00	$10,000.00	$2,440.00	$5,920.00	-$4,080.00	59%
40-305-0006	WATER SERVICE CHARGES	$77.64	$0.00	$0.00	$0.00	$0.00	0%
40-305-0007	SEWER SERVICE CHARGES	-$9,399.89	$0.00	$0.00	$0.00	$0.00	0%
40-305-0008	LATE FEES - WATER	-$95.08	$40,000.00	$3,369.73	$3,369.73	-$36,630.27	8%
40-305-0009	LATE FEES - SEWER/GREASE	-$3.80	$0.00	$18.92	$18.92	$18.92	0%
40-305-0010	RETURNED CHECK FEES - WATER	$300.00	$0.00	$100.00	$150.00	$150.00	0%
40-305-0012	TEMPORARY UTILITY USE CHARGE	$1,950.00	$1,000.00	$0.00	$1,250.00	$250.00	125%
40-305-0013	SPRINKLER FEES	$4,375.00	$3,000.00	$0.00	$4,390.00	$1,390.00	146%
40-305-0014	SEWER ALLOCATION REQUEST FEE	$250.00	$0.00	$50.00	$100.00	$100.00	0%
40-307-0001	INVESTMENT EARNINGS-WATER	$1,176.34	$0.00	$0.00	$0.00	$0.00	0%
40-307-0011	APP.UNRESTRICTED FUND BALANCE	$0.00	$171,568.00	$0.00	$0.00	-$171,568.00	0%
40-329-0065	TRANSFER FROM CRF	$33,000.00	$90,000.00	$0.00	$0.00	-$90,000.00	0%
40-900-9000	cancel revenue	$300.00	$0.00	$0.00	$0.00	$0.00	0%
	Utility Fund Revenue Total	**$4,644,142.76**	**$4,791,568.00**	**$380,040.96**	**$3,553,335.44**	**-$1,238,232.56**	**74%**

Expend Account	Description	Prior Yr Expd	503 eted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd

40-800-0206	MERIT AWARDS	$0.00	$16,000.00	$0.00	$0.00	$0.00	$16,000.00	0%
40-800-1240	CONTRIBUTION TO GF FOR ADMIN SERVICES	$600,000.00	$624,000.00	$0.00	$0.00	$0.00	$624,000.00	0%
40-800-8000	TRANSFER TO CAPITAL RESERVE	$350,000.00	$350,000.00	$0.00	$0.00	$0.00	$350,000.00	0%
	800 Total	**$950,000.00**	**$990,000.00**	**$0.00**	**$0.00**	**$0.00**	**$990,000.00**	**0%**
40-810-0000	SEWER DEPARTMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
40-810-0200	SALARIES AND WAGES	$446,907.05	$445,737.00	$37,218.31	$365,124.24	$0.00	$80,612.76	82%
40-810-0201	OVERTIME	$46,248.29	$49,159.00	$2,935.23	$34,168.82	$0.00	$14,990.18	70%
40-810-0500	FICA EXPENSE	$36,493.28	$38,391.00	$2,911.72	$29,356.90	$0.00	$9,034.10	76%
40-810-0600	GROUP INSURANCE EXPENSE	$55,580.73	$65,221.00	$5,694.08	$43,452.26	$0.00	$21,768.74	67%
40-810-0700	RETIREMENT EXPENSE	$74,227.88	$79,105.00	$6,536.70	$65,268.09	$0.00	$13,836.91	83%
40-810-0800	WORKERS COMPENSATION	$7,216.79	$18,981.00	$0.00	$10,634.66	$0.00	$8,346.34	56%
40-810-1110	TELEPHONE	$10,502.45	$9,300.00	$884.44	$7,415.43	$0.00	$1,884.57	80%
40-810-1111	TELEPHONE-CELLULAR	$775.63	$741.00	$116.72	$472.60	$0.00	$268.40	64%
40-810-1120	INTERNET/CABLE	$4,495.74	$5,200.00	$374.87	$2,998.96	$0.00	$2,201.04	58%
40-810-1130	POSTAGE	$6,304.97	$4,800.00	$814.50	$4,776.66	$476.31	-$452.97	109%
40-810-1210	OFFICE SUPPLIES	$1,074.34	$1,951.88	$402.90	$847.55	-$6.15	$1,110.48	43%
40-810-1230	OFFICE CONTRACT SERVICES	$2,068.96	$2,000.00	$202.71	$1,481.30	$148.28	$370.42	81%
40-810-1250	DUES & SUBSCRIPTIONS	$1,430.66	$1,300.00	$45.98	$498.41	$299.99	$501.60	61%
40-810-1310	ELECTRIC	$180,428.74	$199,800.00	$16,975.62	$141,202.39	$0.00	$58,597.61	71%
40-810-1330	WATER/SEWER/SOLID WASTE	$839.79	$1,000.00	$20.74	$543.83	$71.17	$385.00	62%
40-810-1420	OSHA/SAFETY COMPLIANCE	$2,036.98	$3,100.00	$180.04	$2,088.29	$1,236.12	-$224.41	107%
40-810-1422	SAFETY SUPPLIES & MATERIALS	$91.38	$0.00	$0.00	$0.00	$0.00	$0.00	0%
40-810-1430	TRAINING - REGISTRATION & CLASS MA	$1,342.09	$2,000.00	$123.18	$1,283.18	$1,665.00	-$948.18	147%
40-810-1431	TRAVEL MILEAGE	$117.16	$200.00	$0.00	$0.00	$0.00	$200.00	0%
40-810-1432	MEALS	$0.00	$500.00	$136.25	$136.25	$0.00	$363.75	27%
40-810-1433	LODGING	$0.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
40-810-1434	EMPLOYEE DEVELOPMENT	$0.00	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0%
40-810-1440	UNIFORMS	$5,341.15	$5,100.00	$381.39	$3,897.43	$36.70	$1,165.87	77%
40-810-1510	BUILDING MAINT	$3,438.91	$10,500.00	$8.59	$9,416.67	$711.77	$371.56	96%
40-810-1512	JANITORIAL SUPPLIES	$666.82	$1,000.00	$83.24	$604.68	$0.00	$395.32	60%
40-810-1610	NON-CAPITAL EQUIPMENT PURCHASE	$0.00	504 37,300.00	$0.00	$32,525.20	$0.00	$4,774.80	87%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
40-810-1620	EQUIPMENT LEASE	-$38.14	$0.00	$0.00	$0.00	$0.00	$0.00	0%
40-810-1630	EQUIPMENT MAINT & REPAIRS	$71,645.34	$97,500.00	$3,033.93	$43,078.90	$33,318.87	$21,102.23	78%
40-810-1710	AUTO FUEL	$13,260.05	$16,000.00	$908.16	$10,565.29	$0.00	$5,434.71	66%
40-810-1730	VEHICLE MAINT & REPAIRS	$2,998.39	$6,000.00	$717.06	$4,290.46	$0.00	$1,709.54	72%
40-810-1810	PERMITS & FEES - RECCURING	$7,907.75	$8,620.00	$0.00	$7,310.00	$0.00	$1,310.00	85%
40-810-1830	COMPLIANCE TESTING	$8,069.92	$15,000.00	$724.00	$6,120.32	$0.00	$8,879.68	41%
40-810-3310	DEPARTMENT SUPPLIES & MATERIALS - SEWE	$10,801.19	$34,000.00	$839.15	$32,243.91	$16.24	$1,739.85	95%
40-810-3311	DEPARTMENT SUPPLIES & MATERIALS -WWTP	$42,742.11	$44,500.00	$4,041.01	$34,405.00	$8.08	$10,086.92	77%
40-810-4510	PROFESSIONAL SERVICES	$65,168.82	$105,000.00	-$13,735.00	$30,608.54	$73,342.50	$1,048.96	99%
40-810-4550	CONTRACT SERVICES	$240,276.11	$68,965.00	$432.07	$23,153.49	$9,750.00	$36,061.51	48%
40-810-4560	STREET PATCHING FOR UTILITY REPAIRS	$5,967.50	$9,000.00	$0.00	$0.00	$0.00	$9,000.00	0%
40-810-5400	INSURANCE	$43,933.70	$64,000.00	$0.00	$52,234.36	$0.00	$11,765.64	82%
40-810-5730	CONTINGENCIES	$0.00	$7,455.27	$0.00	$0.00	$0.00	$7,455.27	0%
40-810-7420	CAPITAL OUTLAY - EQUIPMENT	$142,075.57	$9,564.00	$0.00	$887.00	$0.00	$8,677.00	9%
40-810-7430	CAPITAL OUTLAY - VEHICLES	$0.00	$113,889.00	$0.00	$79,533.10	$34,355.83	$0.07	100%
40-810-8010	DEBT SERVICE-PRINCIPAL	$1,034,364.67	$1,034,365.11	$0.00	$4,840.00	$1,029,524.67	$0.44	100%
40-810-8011	DEBT SERVICE-INTEREST	$186,403.06	$168,499.36	$0.00	$84,341.08	$84,158.08	$0.20	100%
	810 Total	**$2,763,205.83**	**$2,788,244.62**	**$73,007.59**	**$1,171,805.25**	**$1,269,113.46**	**$347,325.91**	**88%**
40-812-0000	WATER DEPARTMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
40-812-0200	SALARIES AND WAGES	$215,175.53	$207,098.00	$18,932.16	$192,942.29	$0.00	$14,155.71	93%
40-812-0201	OVERTIME	$7,403.09	$16,647.00	$0.00	$0.00	$0.00	$16,647.00	0%
40-812-0500	FICA EXPENSE	$16,726.89	$17,670.00	$1,441.94	$14,702.62	$0.00	$2,967.38	83%
40-812-0600	GROUP INSURANCE EXPENSE	$28,253.16	$32,604.00	$2,847.04	$22,608.08	$0.00	$9,995.92	69%
40-812-0700	RETIREMENT EXPENSE	$33,196.11	$36,397.00	$3,076.42	$31,487.08	$0.00	$4,909.92	87%
40-812-0800	WORKERS COMPENSATION	$7,892.00	$8,627.00	$0.00	$8,400.00	$0.00	$227.00	97%
40-812-1110	TELEPHONE	$1,187.83	$2,040.00	-$150.26	$1,224.15	$0.00	$815.85	60%
40-812-1111	TELEPHONE-CELLULAR	$723.66	$800.00	$130.86	$526.12	$0.00	$273.88	66%
40-812-1120	INTERNET/CABLE	$3,895.86	$3,700.00	$324.88	$2,599.04	$0.00	$1,100.96	70%
40-812-1130	POSTAGE	$5,258.72	$4,600.00	$474.01	$3,739.30	$732.51	$128.19	97%
40-812-1210	OFFICE SUPPLIES	$246.24	$1,000.00	$11.99	$349.82	$92.50	$557.68	44%

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Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
40-812-1230	OFFICE CONTRACT SERVICES	$3,829.85	$3,000.00	$146.70	$1,869.97	$251.48	$878.55	71%
40-812-1250	DUES AND SUBSCRIPTIONS	$738.59	$2,500.00	$27.84	$927.78	$0.00	$1,572.22	37%
40-812-1310	ELECTRIC	$42,830.97	$46,000.00	$3,249.18	$34,609.80	$0.00	$11,390.20	75%
40-812-1320	LP GAS	$656.51	$1,500.00	$0.00	$0.00	$0.00	$1,500.00	0%
40-812-1330	WATER/SEWER/SOLID WASTE	$771.40	$750.00	$0.00	$427.26	$61.13	$261.61	65%
40-812-1420	OSHA/SAFETY COMPLIANCE	$660.40	$1,519.99	$0.00	$611.88	$19.99	$888.12	42%
40-812-1430	TRAINING -REGISTRATION&CLASS MAT'L	$255.00	$1,500.00	$0.00	$631.92	$0.00	$868.08	42%
40-812-1431	TRAVEL MILEAGE	$0.00	$100.00	$0.00	$0.00	$0.00	$100.00	0%
40-812-1432	MEALS	$0.00	$400.00	$0.00	$0.00	$0.00	$400.00	0%
40-812-1433	LODGING	$0.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
40-812-1434	EMPLOYEE DEVELOPMENT	$0.00	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0%
40-812-1440	UNIFORMS	$1,723.29	$2,600.00	$142.19	$1,372.51	$0.00	$1,227.49	53%
40-812-1510	BUILDING MAINT	$1,171.70	$2,000.00	$0.00	$2,150.00	$0.00	-$150.00	108%
40-812-1512	JANITORIAL SUPPLIES	$0.00	$500.00	$0.00	$59.63	$0.00	$440.37	12%
40-812-1610	NON-CAPITAL EQUIPMENT PURCHASES	$4,091.25	$2,000.00	$1,474.99	$1,474.99	$137.71	$387.30	81%
40-812-1630	EQUIPMENT MAINT. & REPAIRS	$18,363.09	$20,000.00	$160.00	$258.70	$0.00	$19,741.30	1%
40-812-1710	AUTO FUEL	$4,260.56	$5,000.00	$787.13	$5,011.29	$0.00	-$11.29	100%
40-812-1730	VEHICLE MAINT. & REPAIRS	$3,510.13	$4,000.00	$143.98	$817.49	$0.00	$3,182.51	20%
40-812-1810	PERMITS & FEES - REOCCURING	$4,575.00	$4,575.00	$0.00	$3,565.00	$0.00	$1,010.00	78%
40-812-1830	COMPLIANCE TESTING	$6,300.54	$13,000.00	$710.00	$4,523.00	$0.00	$8,477.00	35%
40-812-3310	DEPARTMENT SUPPLIES & MATERIALS - METE	$52,465.37	$57,020.97	$193.65	$45,963.92	$20.97	$11,036.08	81%
40-812-3311	DEPARTMENT SUPPLIES & MATERIALS -PLANT	$84,247.35	$70,000.00	$5,341.11	$67,695.97	$2,233.29	$70.74	100%
40-812-4550	CONTRACT SERVICES	$60,781.74	$62,000.00	$44.37	$29,235.39	$0.00	$32,764.61	47%
40-812-4560	STREET PATCHING FOR UTILITY REPAIRS	$12,256.24	$29,500.00	$0.00	$21,850.00	$7,400.00	$250.00	99%
40-812-4570	COUNTY WATER PURCHASE	$37,167.13	$38,500.00	$0.00	$37,321.22	$0.00	$1,178.78	97%
40-812-5400	INSURANCE	$17,200.00	$20,700.00	$0.00	$18,217.47	$0.00	$2,482.53	88%
40-812-5730	CONTINGENCIES	$0.00	$8,363.00	$0.00	$0.00	$0.00	$8,363.00	0%
40-812-7420	CAPITAL OUTLAY - EQUIPMENT	$0.00	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0%
40-812-7430	CAPITAL OUTLAY-VEHICLES	$0.00	$49,999.00	$0.00	$0.00	$41,059.09	$8,939.91	82%
40-812-7440	CAPITAL OUTLAY - CONT. SERVICES	$0.00	90,000.00	$0.00	$72,540.92	$17,352.50	$106.58	100%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
40-812-8010	DEBT SERVICE - PRINCIPAL	$102,150.40	$102,150.84	$0.00	$4,840.00	$97,310.40	$0.44	100%
40-812-8011	DEBT SERVICE - INTEREST	$26,962.08	$29,002.54	$0.00	$14,592.67	$14,409.67	$0.20	100%
	812 Total	**$806,927.68**	**$1,013,364.34**	**$39,510.18**	**$649,147.28**	**$181,081.24**	**$183,135.82**	**82%**
	Utility Fund Expend Total	**$4,520,133.51**	**$4,791,608.96**	**$112,517.77**	**$1,820,952.53**	**$1,450,194.70**	**$1,520,461.73**	**68%**

40 **Utility Fund**

	Prior	Current	YTD
Revenue:	**$4,644,142.76**	**$380,040.96**	**$3,553,335.44**
Expended:	**$4,520,133.51**	**$112,517.77**	**$1,820,952.53**
Net Income:	**$124,009.25**	**$267,523.19**	**$1,732,382.91**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
60-305-0000	WATER CAPACITY FEES	$10,948.00	$0.00	$1,745.00	$16,496.00	$16,496.00	0%
60-305-0001	SEWER CAPACITY FEES	$249,261.60	$0.00	$16,572.00	$137,497.00	$137,497.00	0%
60-307-0001	INVESTMENT EARNINGS	$107.86	$0.00	$0.00	$0.00	$0.00	0%
	Impact Fee Fund Revenue Total	**$260,317.46**	**$0.00**	**$18,317.00**	**$153,993.00**	**$153,993.00**	**0%**

60 **Impact Fee Fund**

	Prior	Current	YTD
Revenue:	**$260,317.46**	**$18,317.00**	**$153,993.00**
Expended:	**$0.00**	**$0.00**	**$0.00**
Net Income:	**$260,317.46**	**$18,317.00**	**$153,993.00**

Grand Totals

	Prior	Current	YTD
Revenue:	**$15,706,404.98**	**$1,871,186.28**	**$13,195,420.61**
Expended:	**$13,579,116.65**	**$1,027,942.48**	**$11,730,830.08**
Net Income:	**$2,127,288.33**	**$843,243.80**	**$1,464,590.53**

Comparison of FY 19,20,21,22 Sales and Use Tax Distributions							
Sales Month	Collection Month	Distribution Month	Distribution Amount FY 2019	Distribution Amount FY 2020	Distribution Amount FY 2021	Distribution Amount FY 2022	% change from PY
July	August	October	$102,279	$154,624	$198,338	$228,391	15%
August	September	November	$118,261	$147,895	$158,529	$217,102	37%
September	October	December	$104,910	$132,455	$173,832	$205,782	18%
October	November	January	$113,279	$130,905	$162,919	$194,343	19%
November	December	February	$118,047	$116,991	$155,965	$191,363	23%
December	January	March	$112,470	$133,544	$177,189	$215,076	21%
January	February	April	$91,523	$110,330	$137,779	$150,659	9%
February	March	May	$96,640	$96,305	$136,463		
March	April	June	$127,685	$127,868	$191,746		
April	May	July	$123,099	$110,588	$190,518		
May	June	August	$145,214	$158,801	$210,430		
June	July	September	$150,652	$202,009	$250,816		
Total			$1,404,059	$1,622,314	$2,144,525		

Town of Beaufort

Statement of Revenue and Expenditures

Key for Column Headings

Revenues and Expenditures are presented by Fund. Revenues for each Fund are presented first, expenditures by department follow. The funds are as follows:

10- General Fund, 11-Fire Fund, 40- Utility Fund

Below is a description of the headings for each column.

Revenue Account- revenue account number used in the accounting software system

Description – account title and description in the software system. Additional details for each account are found in the Chart of Account handout/file.

Prior Yr. Rev - total revenue collected for the prior fiscal year

Anticipated – amount of revenues anticipated to be collected this year (budgeted amount)

Current Rev – amount of revenue collected for the current period
(current period refer to date range on report header)

YTD Rev – total revenue collected to date

Excess/Deficit – Anticipated (budgeted amount) less YTD Rev (collected revenue)

% Real – YTD Revenue (collected revenue) divided by Anticipated (budgeted amount) expressed as a percentage

Expend Account – expenditure account number used in the accounting software system

Description - account title and description in the software system. Additional details for each account are found in the Chart of Account handout/file.

Prior Yr. Expd – total expenditure for the prior fiscal year

Budgeted – amount of expenditures to be incurred this fiscal year (budgeted amount)

Current Expd – current amount of expenditures incurred for the current period
(current period – refer to date range on report header)

YTD Expended – total expenditures incurred to date

Encumbered – Purchase orders for goods or services that have not been received to date

Balance – Budgeted less YTD Expended, balance remaining in the account

% Used – YTD Expended divided by Budgeted expressed as a percentage

Town of Beaufort - Chart of Accounts

Account #	Account Name	Account Description	Notes	Department He
	GENERAL FUND REVENUE:			
10-301-0000	AD VALOREM TAX - CURRENT YEAR	Calculated from the Property Valuation determined by Carteret County multiplied by the tax rate set by the Beaufort Board of Commissioners multiplied by the percentage the Town anticipates collecting. Town receives a monthly check from the county for the previous months collections. Revenue is booked when received.		
10-301-0001	AD VALOREM TAX PRIOR YEAR	Amount of outstanding Ad Valorem taxes anticipated to be collected from previous years. Town receives a monthly check from the county for the previous months collections. Revenue is booked when received.		
10-301-0002	PENALTIES AND INTEREST	Late Listing and Interest collected on Ad Valorem and Motor Vehicle taxes for current and prior years. Town receives a monthly check from the county for the previous months collections. Revenue is booked when received.		
10-301-0004	MOTOR VEHICLE TAX	Town portion of Motor Vehicle Taxes collected by the NCDMV through the Tax and Tag program. Town receives a monthly check from the county for the previous months collections. Revenue is booked when received.		
10-301-0006	PAYMENT IN LIEU OF TAXES	Payments made by Beaufort Housing Authority and Inlet Inn "PILOT". An annual check is received.		
10-303-0001	LOCAL OPTION SALES TAX	Sales Tax (2%) collected by the state and distributed based on ad valorem tax base "LOST". Town receives a monthly electronic distribution from NCDOR. The month of distribution is 3 months in arrears of the month the sales took place. Ex. Distribution in December is for September sales. Revenue is booked when received.		
10-303-0002	UTILITIES FRANCHISE TAX	Utilities Tax collected by the state. Town receives a quarterly electronic credit from NCDOR.		
10-303-0003	BEER AND WINE TAX	Beer and Wine Tax collected by the state. Town received an annual electronic credit from NCDOR.		
10-303-0004	POWELL BILL	Funds received from the state restricted for street maintenance. Town received a semi-annual distribution from the State.		
10-303-0014	FEMA MITIGATION GRANT	Grant received from FEMA for generator at Town Hall		
10-303-0015	FEMA HURRICANE FLORENCE	Reimbursement for hurricane expenses		
10-303-0016	GRANTS- SRO,CAD, SCHOOL SAFETY	Governor's Crime Commission Grant		
10-303-0019	CARES RELIEF FUNDS	Cares Relief Funds Received		
10-304-0001	COUNTY ABC PROFIT DISTRIBUTION	Town's portion of county ABC profit. Town receives a check quarterly from the ABC Board.		
10-304-0002	FIRE DISTRICT AD VALOREM TAX	Ad Valorem tax received from Carteret County for the fire district. Town received a monthly electronic payment from the county.		
10-304-0003	FIRE DISTRICT SALES TAX	Sales tax received from Carteret County for the fire district		
10-304-0004	HARLOWE DIST. AD VALOREM TAX	Ad Valorem tax received from Carteret County for the Harlowe district		
10-304-0005	HARLOWE FIRE DISTRICT SALES TAX	Sales tax received from Carteret County for the Harlowe district		
10-304-0020	MISC REVENUE- FIRE DEPARTMENT	Revenue received from tent inspections, etc.		
10-305-0001	SOLID WASTE USER FEE - RESIDENTIAL	Fees received for residential solid waste service collection		

Account #	Account Name	Account Description	Notes	Department He
10-305-0002	SOLID WASTE USER FEE - COMMERCIAL	Fees received for commercial solid waste service collection		
10-305-0003	STORMWATER	Fees collected from property owners via the tax bill		
10-305-0004	SOLID WASTE USER FEE -WBD	"WBD" Waterfront Business District - solid Waste User Fee billed monthly on the water bill		
10-305-0005	BUILDING PERMITS	Revenue from building permits		
10-305-0006	PARKING METER	Revenue collected from the Pay-To-Park Season. Credit Card and cash collections/weekly during the season.		
10-305-0007	PARKING VIOLATIONS/PENALTIES	Paid Parking Violations		
10-305-0008	COURT COSTS, FEES, CHARGES	Officer Fees. Town receives a monthly check from the county.		
10-305-0009	ROAD RACE REGISTRATIONS			
10-305-0010	LATE FEES - SOLID WASTE	Late Fees of 10% are added after the 20th of the month		
10-305-0011	SPECIAL EVENT FEES	Fees associated with Special Events		
10-305-0012	SPECIAL EVENT PARKING FEES	Fees generated from passes sold for special event parking or parking lot closures.		
10-305-0013	TRAIN DEPOT RENTAL	Fees collected from rental of the Train Depot		
10-306-0001	PROPERTY LEASES	Revenue received from annual leases approved by the BOC		
10-306-0002	ANTENNA CONTRACT REVENUE	Revenue received from tower space leased to Sprint, AT&T and T-Mobile		
10-306-0003	CEMETERY LOT SALES	Receipts from the sale of lots at Oceanview Cemetery		
10-306-0006	SALE OF SURPLUS PROPERTY	Revenue from auctioned surplus property		
10-307-0001	INVESTMENT EARNINGS	Interest		
10-307-0002	MISCELLANEOUS REVENUE	Revenue received from Golf Cart Registrations		
10-307-0003	MISCELLANEOUS REVENUE - PD	Revenue received from Police-For-Hire and various fundraisers		
10-307-0007	PROCEEDS FROM LOAN	Revenue received from a loan closing, usually offset by an expenditure of Capital Outlay.		
10-307-0008	REIMBURSEMENT FROM INSURANCE	Receipts from insurance reimbursement		
10-307-0009	APPROPRIATED FUND BALANCE	Appropriated fund balance		
10-307-0010	UTILITY FUND ADMIN EXPENSE ALLOCATION	Allocation for administrative services provided to the Utility Fund		
10-32-0065	TRANSFER FROM CRF			
10-410-0000	**GOVERNING BODY:**			
10-410-0200	SALARIES AND WAGES	Salaries paid bi-weekly (26 periods per year)		
10-410-0500	FICA	Federal Taxes for Social Security and Medicare withheld each pay period		
10-410-0800	WORKERS COMPENSATION	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
10-410-1140	PUBLIC NOTICES/ADVERTISING	Public Notices, Job Vacancies, Board Vacancies		
10-410-1141	NEWSLETTER	Mailed monthly with the water bill		
10-410-1210	OFFICE SUPPLIES	Business cards, supplies for retreat		
10-410-1250	DUES & SUBSCRIPTIONS	Board member dues to professional organizations		
10-410-1430	TRAINING- REGISTRATION & CLASS MAT	Board member conference and class registration and materials		
10-410-1431	TRAVEL MILEAGE	Board member mileage for conferences and training		

Account #	Account Name	Account Description	Notes	Department He
10-410-1432	MEALS	Board member meals for conferences and training		
10-410-1433	LODGING	Board member lodging for conferences and training		
10-410-4520	CODIFICATION	Codification of Town ordinances		
10-410-5400	INSURANCE	Public Officials liability insurance		
10-410-5720	ELECTIONS	Payment to the county for Municipal Elections		
10-420-0000	**ADMINISTRATION:**			
10-420-0200	SALARIES AND WAGES	Salaries paid bi-weekly (26 periods per year)		
10-420-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
10-420-0600	GROUP INSURANCE EXPENSE	Allocation by department for employee medical insurance - Town pays 100% of employee medical insurance		
10-420-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		
10-420-0800	WORKERS COMPENSATION	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
10-420-0900	UNEMPLOYMENT INSURANCE EXPENSE	Amount paid to reimburse the Town's Unemployment Insurance account - required by the state to maintain the balance determined by the state		
10-420-1110	TELEPHONE	Telephone service for Town Hall		
10-420-1120	INTERNET/CABLE	Internet service for Town Hall and Train Dept		
10-420-1130	POSTAGE	Postage for Town business		
10-420-1210	OFFICE SUPPLIES	Town Hall office supplies		
10-420-1220	OFFICE EQUIPMENT (NON-CAPITAL)	Office furniture, computers, computer equipment, camera		
10-420-1221	OFFICE EQUIPMENT LEASES	Copier lease		
10-420-1230	OFFICE CONTRACT SERVICES	Shredding service, website support (agenda and website), water cooler		
10-420-1250	DUES AND SUBSCRIPTIONS	Staff dues to professional organizations		
10-420-1310	ELECTRIC	Electricity for Town Hall and Train Depot		
10-420-1330	WATER/SEWER/SOLID WASTE	Water and Trash Service for Town Hall		
10-420-1430	TRAINING-REGISTRATION & CLASS MAT'	Staff conference and class registration and materials		
10-420-1431	TRAVEL MILEAGE	Staff mileage for conferences and training		
10-420-1432	MEALS	Staff meals for conferences and training		
10-420-1433	LODGING	Staff lodging for conferences and training		
10-420-1630	EQUIPMENT MAINT. & REPAIRS	Repairs to office equipment		
10-420-5400	INSURANCE	Administrative property and liability insurance		
10-430-0000	**FINANCE:**			
10-430-0200	SALARIES AND WAGES	Salaries paid bi-weekly (26 periods per year)		
10-430-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
10-430-0600	GROUP INSURANCE EXPENSE	Allocation by department for employee medical insurance - Town pays 100% of employee medical insurance		

Account #	Account Name	Account Description	Notes	Department He
10-430-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		
10-430-0800	WORKERS COMPENSATION	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
10-430-1230	OFFICE CONTRACT SERVICES	Support agreement for financial software, monthly bank fees, fees for payroll service		
10-430-1250	DUES & SUBSCRIPTIONS	Staff dues to professional organizations		
10-430-1430	TRAINING-REGISTRATION & CLASS MATE	Staff conference and class registration and materials		
10-430-1431	TRAVEL MILEAGE	Staff mileage for conferences and training		
10-430-1432	MEALS	Staff meals for conferences and training		
10-430-1433	LODGING	Staff lodging for conferences and training		
10-430-1630	EQUIPMENT MAINT & REPAIRS	Repairs to office equipment		
10-430-4510	PROFESSIONAL SERVICES	Consulting services for year end audit prep		
10-430-4520	TAX COLLECTION ADMIN EXPENSE PROP.	2% Collection fee charged by the county for property tax collection		
10-430-4525	TAX COLLECTION ADMIN EXPENSE MVT	Credit card and billing fees for the Tax and Tag MVT program		
10-450-0000	**PARKING DEPARTMENT**			
10-450-0200	SALARIES AND WAGES	Salaries paid bi-weekly (26 periods per year)		
10-450-0201	OVERTIME	Overtime wages paid		
10-450-0205	OTHER SALARIES-PART TIME	Part-Time salaries paid		
10-450-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
10-450-0600	GROUP INSURANCE EXPENSE	Allocation by department for employee medical insurance - Town pays 100% of FT employee medical insurance		
10-450-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		
10-450-0800	WORKERS COMPENSATION	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
10-450-1210	OFFICE SUPPLIES	Office Supplies for Parking Department		
10-450-1230	OFFICE CONTRACT SERVICES	Software for parking meters		
10-450-1430	TRAINING-REGISTRATION & CLASS MATE	Staff conference and class registration and materials		
10-450-1431	TRAVEL MILEAGE	Staff mileage for conferences and training		
10-450-1432	MEALS	Staff meals for conferences and training		
10-450-1433	LODGING	Staff lodging for conferences and training		
10-450-1620	EQUIPMENT RENTAL- HANDHELDS	Repairs to office equipment		
10-450-1630	EQUIPMENT MAINTENANCE AND REPAIRS	Parking meter repairs		
10-450-3901	PARKING METER CREDIT CARD PROCESSING	Credit card processing fees for meter charges paid by credit card		
10-450-3902	COLLECTION FEES	Cost associated with collecting unpaid parking tickets		
10-450-4550	CONTRACT SERVICES			
10-450-5730	CONTINGENCY			
10-450-8010	DEBT SERVICE- PRINCIPAL	Debt service on parking meters- principal		

Account #	Account Name	Account Description	Notes	Department He
10-450-8011	DEBT SERVICE - INTEREST	Debt service on parking meters- interest		
10-510-0000	**POLICE DEPARTMENT:**			
10-510-0200	SALARIES AND WAGES	Salaries paid bi-weekly (26 periods per year)		
10-510-0201	OVERTIME	Overtime wages paid		
10-510-0203	SEPARATION PAY	Paid to retired Officers , who meet the state requirements		
10-510-0205	OTHER SALARIES-PARTTIME	Salaries paid to part-time employees- Reserve Officers		
10-510-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
10-510-0600	GROUP INSURANCE EXPENSE	Allocation by department for employee medical insurance - Town pays 100% of employee medical insurance		
10-510-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		
10-510-0800	WORKERS COMPENSATION	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
10-510-1110	TELEPHONE	Telephone service for Police Department		
10-510-1111	TELEPHONE-CELLULAR	Cell phones for on duty officers		
10-510-1120	INTERNET/CABLE	Internet and cable service for the Police Department		
10-510-1130	POSTAGE	Postage for Police mail		
10-510-1210	OFFICE SUPPLIES	Police Department office supplies		
10-510-1220	OFFICE EQUIPMENT (NON-CAPITAL)	Office furniture, computers		
10-510-1221	OFFICE EQUIPMENT LEASES	Copier lease		
10-510-1230	OFFICE CONTRACT SERVICES	Police software contracts, equipment program/warranty items, LEO database system access, IT support, water service, security system		
10-510-1250	DUES AND SUBSCRIPTIONS	Staff dues to professional organizations		
10-510-1260	MISC. ADMIN. EXPENSE	Notary fee, Register if Deeds fee		
10-510-1310	ELECTRIC	Electricity for Police Department and Evidence/Storage Building		
10-510-1330	WATER/SEWER/SOLID WASTE	Water and Trash Service for Police Department (Water for Train Depot is on this meter)		
10-510-1420	OSHA/SAFETY COMPLIANCE	Required items for OSHA compliance		
10-510-1430	TRAINING- REGISTRATION &CLASS MAT'	Staff conference and class registration and materials		
10-510-1431	TRAVEL MILEAGE	Staff mileage for conferences and training		
10-510-1432	MEALS	Staff meals for conferences and training		
10-510-1433	LODGING	Staff lodging for conferences and training		
10-510-1440	UNIFORMS	Police Officer uniforms, vests, shoes		
10-510-1451	EMPLOYEE WELLNESS	Employee fitness program		
10-510-1610	NON-CAPITAL EQUIPMENT PURCHASE	Holsters, shields, service weapons		
10-510-1630	EQUIPMENT MAINT. & REPAIRS	Vehicle -mounted equipment repairs, maintenance on operational equipment excluding vehicles		
10-510-1710	AUTO FUEL	Fuel for fleet vehicles		
10-510-1730	VEHICLE MAINT. & REPAIRS	Maintenance and Repair for Fleet Vehicles		

Account #	Account Name	Account Description	Notes	Department He
10-510-3310	DEPARTMENT SUPPLIES & MATERIALS	Narcan Kits, ammunition, batteries, replacement AED pads, misc. items for continuity of service		
10-510-4510	PROFESSIONAL SERVICES	Assessment centers, etc.		
10-510-4560	ABANDONED AND DERELICT VESSEL REMOVAL	Fees associated with removal of abandoned vessels		
10-510-4570	MARINE OPERATIONS	Costs associated with operating the police boat to include fuel, misc. equipment for daily operations		
10-510-5400	INSURANCE AND BONDS	Property and Liability Insurance		
10-510-5791	CRIMINAL INVESTIGATIONS	Equipment specific to the investigations Division, drug "buy money," money to pay informants, provide meals during interrogations if necessary		
10-510-5793	CRIME PREVENTION	Community awareness programs/supplies. Employee recognition items funded through donations		
10-510-7420	CAPITAL OUTLAY - EQUIPMENT	New capital equipment purchases		
10-510-7430	CAPITAL OUTLAY - VEHICLES	New capital vehicle purchases		
10-510-8010	DEBT SERVICE - PRINCIPAL	Debt service on vehicles- principal		
10-510-8011	DEBT SERVICE - INTEREST	Debt service on vehicles- interest		
10-510-9020	GRANT EXPENDITURES	Expenditures associated with awarded grants		
10-531-0000	**FIRE DEPARTMENT:**			
10-531-0200	SALARIES & WAGES	Salaries paid bi-weekly (26 periods per year)		
100-531-0201	OVERTIME	Overtime wages paid		
10-531-0205	SALARIES-PARTIME/PRN	Salaries paid to Part-time employees		
10-531-0206	MERIT AWARDS	2.5% of Fire Fund salaries to be distributed based on employee evaluations		
10-531-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
10-531-0600	GROUP INSURANCE	Allocation by department for employee medical insurance - Town pays 100% of employee medical insurance		
10-531-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		
10-531-0701	FIREMAN'S PENSION FUND	Contribution to the Fireman's Pension Fund		
10-531-0800	WORKERS COMPENSATION	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
10-531-1110	TELEPHONE	Landline service at Fire Station and Station 2		
10-531-1111	TELEPHONE - CELLULAR	Cellular service for department		
10-531-1120	INTERNET / CABLE	Internet and Cable service for Fire Station and Station 2		
10-531-1130	POSTAGE	Postage to mail outgoing mail		
10-531-1210	OFFICE SUPPLIES	Fire Department office supplies		
10-531-1220	OFFICE EQUIPMENT (NON-CAPITAL)	Computers, printers, WIFI extenders, ipads for trucks, office furniture		
10-531-1221	OFFICE EQUIPMENT LEASES	Copier Lease		

Account #	Account Name	Account Description	Notes	Department He
10-531-1230	OFFICE CONTRACT SERVICES	IT support, Emergency Reporting software & EMS/ESO Software Upgrade		
10-531-1250	DUES & SUBSCRIPTIONS	NCSFA dues fro employees, Staff dues to professional organizations, subscription to active 911		
10-531-1260	MISC ADMIN EXPENSE	Parking and toll fees		
10-531-1310	ELECTRIC	Electricity for Fire Station and Station 2		
10-531-1320	LP GAS	Propane to heat Station 2 and fuel for generator		
10-531-1330	WATER / SEWER / SOLID WASTE	Water and Trash Service for Fire Station and Station 2		
10-531-1420	OSHA / SAFETY COMPLIANCE	Firefighter Physicals NFPA/OSHA Ground & Aerial Ladder Testing, NFPA Annual Service Pump Tests, SCBA Fit Testing SCBA Annual Flow Test, Fire Extinguisher Service, Air Compressor samples and service Boiler inspection		
10-531-1421	SAFETY EQUIPMENT	PPE -SCBAs, turnout gear, structural firefighter boats, fire extinguishers		
10-531-1422	SAFETY SUPPLIES & MATERIALS	Firefighting foam, water, SCBA batteries, and other supplies		
10-531-1430	TRAINING - REGIST & CLASS MATERIAL	Staff and employee conference and class registration and materials		
10-531-1432	MEALS	Staff and employee meals for conferences and training		
10-531-1433	LODGING	Staff and employee lodging for conference and training		
10-531-1440	UNIFORMS	Uniforms for Fire Department employees		
10-531-1510	BUILDING MAINTENANCE	Paint, Generator repairs, salt for water softener		
10-531-1511	GROUND MAINT	Insecticides, ice melt		
10-531-1512	JANITORIAL SUPPLIES	Toilet paper, paper towels, cleaning supplies		
10-531-1513	FIRE DEPT CONTRACTED SERVICES	Pest control St. 1 & St. 2 Fire alarm monitoring service St. 1 & St. 2 Fire Sprinkler Annual Testing HVAC Semi-annual service Station 1 & St. 2 Generator Service St. 1 & St. 2		
10-531-1610	NON-CAPITAL EQUIPMENT PURCHASE	Radios, fire equipment, extrication equipment , thermal imaging cameras, hose test equipment, EMS equipment		
10-531-1630	EQUIPMENT MAINT & REPAIRS	Pumps, ball valves, primer motors, generator repairs, chainsaw repairs, hydraulic tool repairs		
10-531-1710	AUTO FUEL	Fuel for fleet vehicles		
10-531-1730	VEHICLE MAINT & REPAIRS	Maintenance and Repair for Fleet Vehicles, tires, transmission repairs, brakes, alternator		
10-531-3310	DEPARTMENT SUPPLIES & MATERIALS	EMS supplies, garage supplies, boat supplies		
10-531-5400	INSURANCE & BONDS	Fire Department Property and Liability insurance		
10-531-8010	DEBT SERVICE - PRINCIPAL	Fire Station debt payment, Ladder Truck debt payment, upcoming new engine debt payment		
10-531-8011	DEBT SERVICE - INTEREST	Fire Station interest payment, Ladder Truck interest payment, upcoming new engine interest payment		

Account #	Account Name	Account Description	Notes	Department He
10-540-0000	**PLANNING & INSPECTIONS:**			
10-540-0200	SALARIES AND WAGES	Salaries paid bi-weekly (26 periods per year)		
10-540-0201	OVERTIME	Overtime wages paid		
10-540-0205	OTHER SALARIES-PART TIME	Salaries paid to part-time employees		
10-540-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
10-540-0600	GROUP INSURANCE EXPENSE	Allocation by department for employee medical insurance - Town pays 100% of employee medical insurance		
10-540-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		
10-540-0800	WORKERS COMPENSATION	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
10-540-1230	OFFICE CONTRACT SERVICES	Stipend for intern (FY 2022)		
10-540-1250	DUES & SUBSCRIPTIONS	Staff dues to professional organizations. This expense covers the credentials of the Building Inspectors and Planning Staff.		
10-540-1420	OSHA/SAFETY COMPLIANCE	Required items for OSHA compliance- work boots and other items as recommended by the safety program.		
10-540-1430	TRAINING-REGISTRATION & CLASS MAT'	Staff conference and class registration and materials. Each year there is mandatory training for the Building Inspectors to keep their certifications as well as the planners keeping historic preservation, planning and flood plain management credentials.		
10-540-1431	TRAVEL MILEAGE	Staff mileage for conferences and training		
10-540-1432	MEALS	Staff meals for conferences and training		
10-540-1433	LODGING	Staff lodging for conferences and training		
10-540-1610	NON-CAPITAL EQUIPMENT PURCHASE	Computers-to include laptops for the inspectors as well as drone components for the departmental drone operation.		
10-540-1710	AUTO FUEL	Fuel for fleet vehicles		
10-540-1730	VEHICLE MAINT & REPAIRS	Maintenance and Repair for Fleet Vehicles		
10-540-1810	PERMITS & FEES RECURRING	Quartile Homeowner's Recover Fund dues. This is required by the State and we collect $10 for every new home and send the amount collected quarterly to the State as part of their Homeowner fund for homeowners who have issues with contractors.		
10-540-3510	HISTORIC COMM.EXPENSE	Miscellaneous expenses including periodic training and materials		
10-540-3512	HISTORIC COMM-TRAVEL	Travel expense for Historic Commission-As a historic Certified Local Government in NC at least 2 members of the Historic Commission with a staff member have mandatory training each year to keep certification.		
10-540-4510	PROFESSIONAL SERVICES	FY 2022 Grant for Guidelines		
10-540-7420	CAPITAL OUTLAY - PROFESIONAL SERVICES	FY 2022 Comp Plan and UDO		
10-540-8010	DEBT SERVICE - PRINCIPAL	Debt service on vehicles- principal		
10-540-8011	DEBT SERVICE - INTEREST	Debt service on vehicles- interest		

Account #	Account Name	Account Description	Notes	Department He
10-550-0000	**PUBLIC SERVICE ADMINISTRATION:**			
10-550-0200	SALARIES & WAGES	Salaries paid bi-weekly (26 periods per year)		
10-550-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
10-550-0600	GROUP INSURANCE	Allocation by department for employee medical insurance - Town pays 100% of employee medical insurance		
10-550-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		
10-550-1230	OFFICE CONTRACT SERVICES/SOFTWARE & SUPPORT	software purchases and renewals plus technical support contracts		
10-550-1250	DUES AND SUBSCRIPTIONS	Staff dues to professional organizations		
10-550-1420	OSHA/SAFETY COMPLIANCE	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
10-550-1430	TRAINING -REGISTRATION & CLASS	Staff Training and Registration for classes and conferences		
10-550-1431	TRAVEL MILEAGE	Staff mileage for conferences and training		
10-550-1432	MEALS	Staff meals for conferences and training		
10-550-1433	LODGING	Staff lodging for conferences and training		
10-550-1440	UNIFORMS	town apparel		
10-550-1610	NON-CAPITAL EQUIPMENT PURCHASE	computers, scanner, etc.		
10-550-1710	AUTO FUEL	Fuel for fleet vehicles		
10-550-1730	VEHICLE MAINT. & REPAIRS	Maintenance and Repair for Fleet Vehicles, Tires		
10-550-3310	DEPARTMENT SUPPLIES & MATERIALS	Field tools, Safety shoes, etc.		
10-550-4510	PROFESSIONAL SERVICES	Misc. consulting services for General Fund non-capital improvement projects		
10-550-5730	CONTINGENCY	Unanticipated expenditures		
	PUBLIC WORKS:			
10-560-0200	SALARIES AND WAGES	Salaries paid bi-weekly (26 periods per year)		
10-560-0201	OVERTIME	Overtime wages paid		
10-560-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
10-560-0600	GROUP INSURANCE EXPENSE	Allocation by department for employee medical insurance - Town pays 100% of employee medical insurance		
10-560-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		
10-560-0800	WORKERS COMPENSATION	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
10-560-1110	TELEPHONE	Telephone service for Public Works		
10-560-1111	TELEPHONE- CELLULAR	*		
10-560-1120	INTERNET\CABLE	Internet and cable service for the Public Works		

Account #	Account Name	Account Description	Notes	Department He
10-560-1130	POSTAGE	Postage to mail trash bills included with the monthly water bill, violations and notices		
10-560-1210	OFFICE SUPPLIES	Public Works office supplies		
10-560-1221	OFFICE EQUIPMENT LEASE	Copier Lease		
10-560-1230	OFFICE CONTRACT SERVICES	3rd party services for printing the Solid Waste/Utility Bill, pesticide service		
10-560-1250	DUES AND SUBSCRIPTIONS	Staff dues to professional organizations apwa, drawing software, etc.		
10-560-1310	ELECTRIC	Electricity for Public Works facility		
10-560-1320	LP GAS	Propane to heat shop garage		
10-560-1330	WATER\SEWER\ SOLID WASTE	Water and Trash Service for Public Works		
10-560-1420	OSHA/SAFETY COMPLIANCE	Required items for OSHA compliance		
10-560-1430	TRAINING -REGISTRATION & CLASS	Staff conference and class registration and materials		
10-560-1431	TRAVEL MILEAGE	Staff mileage for conferences and training		
10-560-1432	MEALS	Staff meals for conferences and training		
10-560-1433	LODGING	Staff lodging for out of town conferences		
10-560-1440	UNIFORMS	Uniforms for Public Works and Sanitation employees		
10-560-1610	NON-CAPITAL EQUIPMENT PURCHASE	Chainsaws, Hand Tools, Ladders, power tools, shop tools, power cords		
10-560-1630	EQUIPMENT MAINT. & REPAIRS	Blades, Batteries and parts needed for equipment repair		
10-560-1710	AUTO FUEL	Fuel for fleet vehicles		
10-560-1730	VEHICLE MAINT. & REPAIRS	Maintenance and Repair for Fleet Vehicles, Tires		
10-560-1820	PERMITS & FEES - ONE TIME	Permits and Fees		
10-560-3310	DEPARTMENT SUPPLIES & MATERIAL	Shop supplies, barricades, brooms, mops, janitorial supplies		
10-560-3811	STREET CONT. SERVICES	Street Paving Repairs, asphalt, concrete		
10-560-3812	STREET SUPPLIES & MAT'L	street repairs and road painting supplies		
10-560-3814	SIDEWALKS & MULTI-MODAL	Sidewalk Repairs		
10-560-4550	CONTRACT SERVICES			
10-560-4590	DREDGING EXPENSE	Funds wired to Army Corp for dredging		
10-560-5400	INSURANCE	Public Works Property and Liability insurance		
10-560-5900	STREET LIGHTS	Electricity for Streetlights		
10-560-7430	CAPITAL OUTLAY - VEHICLES	Capital Vehicle purchases		
10-560-8010	DEBT SERVICES-PRINCIPAL	Debt service on vehicles- principal		
10-560-8011	DEBT SERVICES-INTEREST	Debt service on vehicles- interest		
10-570-0000	**SANITATION:**			
10-570-0200	SALARIES AND WAGES	Salaries paid bi-weekly (26 periods per year)- Public Works employees		
10-570-0201	OVERTIME	Overtime wages paid		
10-570-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
10-570-0600	GROUP INSURANCE EXPENSE	Allocation by department for employee medical insurance - Town pays 100% of employee medical insurance		
10-570-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		
10-570-1310	ELECTRIC	Electric for the compactor on Queen Street		

Account #	Account Name	Account Description	Notes	Department He
10-570-1630	EQUIPMENT MAINT.	Items for compactor area, signage		
10-570-1710	AUTO FUEL	Fuel for fleet vehicles		
10-570-1730	VEHICLE MAINTENANCE	Maintenance and Repair for Fleet Vehicles, Tires		
10-570-4520	COLLECTION CONTRACTED SV WBD ROLLOUT ONL	Waste Industries Collection for WBD SW and Recycle		
10-570-4521	COLLECTION CONTRACTSVC RES ROLLOUT SW & RCY	Waste Industries Collection for Residential SW and Recycle		
10-570-4560	RECYCLING DISPOSAL WBD CARDBOARD ONLY	Waste Industries Collection for WBD Cardboard Only		
10-570-4561	SOLID WASTE DISPOSAL RES BULK SERVICE	Disposal of Bulk Items collected by the Town		
10-570-4562	YARD DEBRIS DISPOSAL FEE DEE GARNER	Disposal of Yard Debris collected by the Town		
10-570-4563	SOLID WASTE DISPOSAL WBD COMPACTOR FEE	Waste Industries Collection of Compactor		
10-570-7420	CAPITAL OUTLAY - EQUIPMENT	Capital Equipment purchases - Compactor and site prep		
10-570-7430	CAPITAL OUTLAY - VEHICLES	Capital Vehicle purchases		
10-570-8010	DEBT SERVICES- PRINCIPAL (GRAPPLE TRUCK)	Debt service on vehicles- principal		
10-570-8011	DEBT SERVICES - INTEREST (GRAPPLE TRUCK)	Debt service on vehicles- interest		
10-580-0000	**STORMWATER**			
10-580-1610	NON-CAPITAL EQUIPMENT PURCHASES	Small Tools and Equipment for Storm water Maintenance		
10-580-1630	EQUIPMENT MAINT.	Repairs for storm water equipment		
10-580-1710	AUTO FUEL	Fuel for stormwater equipment		
10-580-3310	DEPARTMENT SUPPLIES AND MATERIAL	Marking Paint, pipe, etc.		
10-580-4550	CONTRACT SERVICES	Storm water Plan		
10-620-0000	**FACILITIES & GROUND MAIN:**			
10-620-1111	TELEPHONE- CELLULAR	*		
10-620-1310	ELECTRIC	Electricity at John Newton Park and "Special Event" receptacles - Events are charged for electrical usage- holiday lighting, east and west parling lot lighting, tennis and basketball court lighting.		
10-620-1510	TOWN HALL BLDG MAINT	Windows, blinds, mold removal, bathroom repairs, carpet, paint		
10-620-1511	TOWN HALL GROUND MAINT	Tree trimming, ground clean-up, fence paint, sign repair		
10-620-1512	TOWN HALL JANITORIAL SUPPLIES	Toilet paper, paper towels, door mat service, cleaning supplies		
10-620-1513	TOWN HALL CONTRACTED SERVICES	Pest Control, cleaning service, fire extinguisher inspection, hvac, electrical, card entry system, water cooler		
10-620-1520	TRAIN DEPOT BLDG MAINT	Paint, wood, bulbs, keys, locks, hvac, plumber		
10-620-1522	TRAIN DEPOT JANITORIAL SUPPLIES	Toilet paper, paper towels, cleaning supplies		
10-620-1523	TRAIN DEPOT CONTRACTED SERVICES	Paint crew, building repair, fire extinguisher inspection, hvac, electrical repair		
10-620-1530	POLICE DEPT BLDG MAINT	Paint, bulbs, heating and air repair, new door for visitor entrance		
10-620-1532	POLICE DEPT JANITORIAL SUPPLIES	Toilet paper, paper towels, door mat service, cleaning supplies		

Account #	Account Name	Account Description	Notes	Department He
10-620-1533	POLICE DEPT CONTRACTED SERVICES	Pest Control, cleaning service, fire extinguisher inspection, security service		
10-620-1540	PUBLIC WORKS BLDG MAINT	Bulbs, building materials, heat and air service, pest control service		
10-620-1541	PUBLIC WORKS GROUND MAINT	Tree trimming, ground clean-up, etc.		
10-620-1542	PUBLIC WORKS JANITORIAL SUPPLIES	Toilet paper, paper towels, door mat service, cleaning supplies		
10-620-1543	PUBLIC WORKS CONTRACTED SERVICES	HVAC repair, electrical repair, used oil, pest control, water machine		
10-620-1550	CEMETERY MAINTENANCE	Lawn service for Oceanview and OBG, water service at Oceanview, electricity		
10-620-1560	PUBLIC RESTROOM BLDG MAINT	Water service for public bathrooms and water fountains, supplies needed to repair and maintain bathrooms		
10-620-1562	PUBLIC RESTROOM JANITORIAL SUPPLY	Toilet paper, paper towels, door mat service, cleaning supplies		
10-620-1570	PARKS MAINTENANCE	Water service at public parks, items needed to repair or maintain public parks (basketball goals, parts for Town clock, hoses)		
10-620-1573	PARKS CONTRACTED SERVICE	Park Maint., fencing and resurfacing at the basketball and tennis courts (FY 2022)		
10-620-1580	DOCKS AND BOARDWALK MAINT	Boardwalk materials		
10-620-1590	PUBLIC R.O.W. MAINT	Concrete, supplies for signs		
10-620-1591	TREES	Trees to be planted		
10-620-1592	WBD PROJECTS	Paint supplies for parking lots/spaces, signs, parking bollards		
10-620-1610	NON CAPITAL EQUIPMENT PURCHASE	Pressure washer, paint sprayer, etc.		
10-620-1630	EQUIPMENT MAINT & REPAIRS	lawn mower repair. oil, filters, blades		
10-620-3310	DEPARTMENTAL SUPPLIES & MATERIALS	mutt mitts, keys, flagging tape, flags, etc.		
10-620-4550	CONTRACT SERVICES	Contracted work at OBG, Engineer services for Boardwalk		
10-620-7440	CAPITAL OUTLAY - OTHER STRUCTURES	Boardwalk repairs		
10-700-0000	**NON-DEPARTMENTAL:**			
10-700-0206	MERIT AWARDS	2.5% of General Fund salaries to be distributed among departments based on employee evaluations		
10-700-1410	HUMAN RESOURCES -EMPLOYMENT	Background checks, pre-employment physicals, drug screens, NeoGov		
10-700-1420	HUMAN RESOURCES -TRAINING	Tuition Reimbursement, employee training		
10-700-1430	HUMAN RESOURCES - EMPLOYMENT ADVERTISING	Employment Ads		
10-700-1440	EMPLOYEE ASSISTANCE PROGRAM	Employee Assistance Program		
10-700-1450	EMPLOYEE ENGAGEMENT	Employee recognition, service awards		
10-700-4510	PROFESSIONAL SERVICES	Surveys, engineer services, transportation plan, audit, LEO actuarial study		
10-700-4530	LEGAL SERVICES	Attorney fees		
10-700-5730	CONTINGENCY	for unforeseen expenditures		
10-700-8010	DEBT SERVICE - PRINCIPAL	Town Hall debt payment		
10-700-8011	DEBT SERVICE - INTEREST	Town Hall interest payment		
10-800-0000	**GENERAL FUND TRANSFERS:**			
10-800-0001	CONTRIBUTION TO FIRE DEPT FUND	General Fund transfer to Fire Department		

Account #	Account Name	Account Description	Notes	Department He
	UTILITY FUND REVENUE			
40-303-0009	GRANTS NC	AIA Grant		
40-305-0001	REVENUE ACCOUNT REGULAR - WATER USAGE	Water usage		
40-305-0002	REVENUE ACCOUNT REGULAR - SEWER USAGE	Sewer usage		
40-305-0003	WATER TAP IN FEES	Water Taps		
40-305-0004	SEWER TAP IN FEE	Sewer Taps		
40-305-0005	ACCOUNT SERVICE CHARGES	Administrative service charge to open a new account ($25.00 each)		
40-305-0006	WATER SERVICE CHARGES	Service fee for temporary usage		
40-305-0007	SEWER SERVICE CHARGES	Payments received through credit collection for old delinquent write-off accounts		
40-305-0008	LATE FEES - WATER	Late fee of 10% added to utility bill, when balance isn't paid by the due date		
40-305-0009	LATE FEES - SEWER/GREASE	Late fee of 10% added to utility bill, when balance isn't paid by the due date (these accounts are sewer only)		
40-305-0010	RETURNED CHECK FEES - WATER	Fee of $25.00 charged on returned checks		
40-305-0012	TEMPORARY UTILITY USE CHARGE	Temporary Services- service charges		
40-305-0013	SPRINKLER FEES	Annual fee charged to businesses with sprinkler systems		
40-305-0014	SEWER ALLOCATION REQUEST FEE			
40-307-0001	INVESTMENT EARNINGS-WATER			
40-307-0011	APP. UNRESTRICTED FUND BALANCE			
40-329-0065	TRANSFER FROM CRF			
40-800-0000	**UTILITY FUND TRANSFERS**			
40-800-0206	MERIT AWARDS	2.5% of Utility Fund salaries to be distributed based on employee evaluations		
40-800-1240	CONTRIBUTION TO GF FOR ADMIN SERVICES	Transfer to the General Fund for administrative services provided by the General Fund		
40-800-8000	CONTRIBUTION TO CAPITAL RESERVE	Contribution to Capital Reserve		
40-810-0000	**SEWER DEPARTMENT :**			
40-810-0200	SALARIES AND WAGES	Salaries paid bi-weekly (26 periods per year)- Public Works employees		
40-810-0201	OVERTIME	Overtime wages paid		
40-810-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
40-810-0600	GROUP INSURANCE EXPENSE	Allocation by department for employee medical insurance - Town pays 100% of employee medical insurance		
40-810-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		

Account #	Account Name	Account Description	Notes	Department He
40-810-0800	WORKERS COMPENTSATION	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
40-810-1110	TELEPHONE	Landline service		
40-810-1111	TELEPHONE-CELLULAR	*		
40-810-1120	INTERNET/CABLE			
40-810-1130	POSTAGE	Portion of the postage to mail utility bills		
40-810-1210	OFFICE SUPPLIES	Office Supplies		
40-810-1230	OFFICE CONTRACT SERVICES	3rd party services for printing the Utility Bill, NC 811 Locate Service		
40-810-1250	DUES & SUBSCRIPTIONS	Staff dues to professional organizations		
40-810-1310	ELECTRIC	Electricity for Lift Stations and sewer building		
40-810-1330	WATER/SEWER/SOLID WASTE	Water and Trash Service		
40-810-1420	OSHA/SAFETY COMPLIANCE	Gloves, safety vest		
40-810-1422	SAFETY SUPPLIES & MATERIALS	First aid and other safety materials		
40-810-1430	TRAINING - REGISTRATION & CLASS MA	Staff and employee conference and class registration and materials		
40-810-1432	MEALS	Staff and employee meals for conferences and training		
40-810-1433	LODGING	Staff and employee lodging for conference and training		
40-810-1434	EMPLOYEE DEVELOPMENT /HUMAN RESOURCE	Background checks, pre-employment physicals, drug screens, tuition reimbursements, employee assistance programs, employment ads		
40-810-1440	UNIFORMS	Uniforms for Sewer Department employees		
40-810-1510	BUILDING MAINT	Building maintenance materials and repairs		
40-810-1512	JANITORIAL SUPPLIES	Toilet paper, paper towels, cleaning supplies		
40-810-1610	NON-CAPITAL EQUIPMENT PURCHASE			
40-810-1630	EQUIPMENT MAINT & REPAIRS	Parts needed for equipment repair		
40-810-1710	AUTO FUEL	Fuel for fleet vehicles		
40-810-1730	VEHICLE MAINT & REPAIRS	Maintenance and Repair for Fleet Vehicles, tires, transmission repairs, brakes, alternator		
40-810-1810	PERMITS & FEES - RECCURING	Permits and Fees		
40-810-1830	COMPLIANCE TESTING			
40-810-3310	DEPARTMENT SUPPLIES & MATERIALS-SEWER	Stone, marking tape, lines, flags, concrete		
40-810-3311	DEPARTMENT SUPPLIES & MATERIALS-WWTP			
40-810-4510	PROFESSIONAL SERVICES			
40-810-4550	CONTRACT SERVICES	Fire Extinguisher inspection, credit checks for utility deposits, concrete repair, electrical services to trouble shoot lift stations as needed		
40-810-4560	STREET PATCHING FOR UTILITY REPAIRS			
40-810-5400	INSURANCE	Property and Liability insurance for Sewer Department and Equipment		
40-810-5730	CONTINGENCY			
40-810-7420	CAPITAL OUTLAY - EQUIPMENT	Generators for Lift Stations		
40-810-7430	CAPITAL OUTLAY - VEHICLES			
40-810-8010	DEBT SERVICE-PRINCIPAL	Sewer loans debt payment		
40-810-8011	DEBT SERVICE-INTEREST	Sewer loans interest payment		

Account #	Account Name	Account Description	Notes	Department He
40-812-0000	**WATER DEPARTMENT :**			
40-812-0200	SALARIES AND WAGES	Salaries paid bi-weekly (26 periods per year) - Public Works employees		
40-812-0201	OVERTIME	Overtime wages paid		
40-812-0500	FICA EXPENSE	Federal Taxes for Social Security and Medicare withheld each pay period		
40-812-0600	GROUP INSURANCE EXPENSE	Allocation by department for employee medical insurance - Town pays 100% of employee medical insurance		
40-812-0700	RETIREMENT EXPENSE	Contribution by the Town to employees 401k (5%) and Town portion of NC Retirement (~7.5%)		
40-812-0800	WORKERS COMPENSATION	Allocation by department for Workers Comp premiums for the year, additional premiums may be paid during the year if a department has a claim		
40-812-1110	TELEPHONE	Landline service		
40-812-1111	TELEPHONE-CELLULAR	*		
40-812-1120	INTERNET\CABLE			
40-812-1130	POSTAGE	Portion of the postage to mail utility bills		
40-812-1210	OFFICE SUPPLIES	Office Supplies		
40-812-1230	OFFICE CONTRACT SERVICES	IT support, 3rd party services to print the utility bill,, collection services for delinquent accounts		
40-812-1250	DUES AND SUBSCRIPTIONS	Staff dues to professional organizations		
40-812-1310	ELECTRIC	Electricity for Water Department		
40-812-1320	LP GAS	Lp gas for Water Department		
40-812-1330	WATER/SEWER/SOLID WASTE	Water and Trash Service		
40-812-1420	OSHA/SAFETY COMPLIANCE	Gloves, safety vest, safety glasses, work boots, first aid supplies		
40-812-1430	TRAINING -REGISTRATION&CLASS MAT'L	Staff and employee conference and class registration and materials		
40-812-1431	TRAVEL MILEAGE	Staff and employee mileage for conferences and training		
40-812-1432	MEALS	Staff and employee meals for conferences and training		
40-812-1433	LODGING			
40-812-1434	EMPLOYEE DEVELOPMENT	Staff and employee lodging for conference and training		
40-812-1440	UNIFORMS	Uniforms for Water Department employees		
40-812-1510	BUILDING MAINT	Building maintenance materials and repairs		
40-812-1512	JANITORIAL SUPPLIES	Toilet paper, paper towels, cleaning supplies		
40-812-1610	NON-CAPITAL EQUIPMENT PURCHASES	Printers, scales, and other small equipment		
40-812-1630	EQUIPMENT MAINT. & REPAIRS	Parts needed for equipment repair		
40-812-1710	AUTO FUEL	Fuel for fleet vehicles		
40-812-1730	VEHICLE MAINT. & REPAIRS	Maintenance and Repair for Fleet Vehicles, tires, transmission repairs, brakes, alternator		
40-812-1810	PERMITS & FEES - REOCCURING	Permits and Fees		
40-812-1830	COMPLIANCE TESTING	Lab analysis and sample testing		
40-812-3310	DEPARTMENT SUPPLIES & MATERIALS -METERS	supplies and material associated with meter installation		
40-812-3311	DEPARTMENT SUPPLIES & MATERIALS -PLANT	supplies and materials associated with water plant		

Account #	Account Name	Account Description	Notes	Department He
40-812-4550	CONTRACT SERVICES	Southern Corrosion maintenance contract, Rivers and Assoc (AIA grant), fire extinguisher inspection, credit checks for utility deposits, heat and air service		
40-812-4560	STREET PATCHING FOR UTILITY REPAIRS			
40-812-4570	COUNTY WATER PURCHASE	Water purchased from the County to service Eastman's Creek and other areas		
40-812-5400	INSURANCE	Property and Liability insurance for WWTP Department and Equipment		
40-812-5730	CONTINGENCIES			
40-812-7420	CAPITAL OUTLAY - EQUIPMENT	Repairs to water treatment building		
40-812-7430	CAPITAL OUTLAY - VEHICLES			
40-812-7440	CAPITAL OUTLAY - CONT. SERVICES	Water line repairs		
40-812-8010	DEBT SERVICE - PRINCIPAL	Water loans debt payment		
40-812-8011	DEBT SERVICE - INTEREST	Water loans interest payment		
		*-The Town changed over to a cell stipend program in August. Therefore, many departments no longer have a cell phone charge. Police and Fire maintain the necessary phones needed for their departments, The Town has realized a $3500 savings during the first 6 months of FY18.		

Town of Beaufort, NC
701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Work Session
4:00 PM Monday, April 25, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Closed Session

SUBJECT: Pursuant to NCGS 143-318.11 (a) (3)

REQUESTED ACTION:

Motion to enter closed session pursuant to NCGS 143-318.11 (a) (3) to allow the Board of Commissioners to consult with Town Attorney.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Todd Clark, Town Manager

BUDGET AMENDMENT REQUIRED:

N/A