



**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](http://www.beaufortnc.org)

**Board of Commissioners**  
**Work Session**  
**4:00 PM Monday, October 27, 2025**  
**Train Depot, 614 Broad Street**

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**Call To Order**

**Roll Call**

**Agenda Approval**

**Items for Discussion and Consideration**

- |   |            |
|---|------------|
| <u>1.</u> UDO Coastal Resilience Overlay District Draft                       | M. Eitner  |
| a) White Smith Cousino Presentation   |            |
| <u>2.</u> TAFT Family Ventures Sewer Allocation & Workforce Housing Agreement | K. Garner  |
| <u>3.</u> Beaufort Wine & Food Spring Event                                   | R. Johnson |
| <u>4.</u> Beaufort Town Docks Logo Selection                                  |            |
| a) Commissioner Gillikin  |            |

**Staff Comments**

**Adjourn**



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**AGENDA CATEGORY:** Items for Discussion and Consideration  
**SUBJECT:** UDO Coastal Resilience Overlay District Draft

**BRIEF SUMMARY:**

The UDO Steering Committee has worked closely with staff and the consultant team since March to develop the draft Coastal Resilience Overlay District (CR-O), which aligns with the Non-Intensification Zone (NIZ) guidance of the Comprehensive and CAMA Land Use Plan.

The consultants presented the draft for joint review by the Board of Commissioners and Planning Board on August 25<sup>th</sup>. The Planning Board reviewed a revised version for recommendation on September 15<sup>th</sup>. Recommendations and discussed changes will be part of the presentation.

Once approved, this draft ordinance document will be submitted to the Resilient Coastal Communities Program (RCCP) as the deliverable for the \$100,000 grant provided to establish these resilience ordinances. The 12-month funding deadline for this grant is November 18<sup>th</sup>.

Final review and recommendation for adoption will not commence until the entire UDO is complete, anticipated in late 2027. Changes in this section may occur throughout the remainder of the drafting process.

**REQUESTED ACTION:**

Following a presentation from the consultants and discussion amongst the Board on the proposed ordinance, staff seeks approval of the draft ordinance.

**EXPECTED LENGTH OF PRESENTATION:**

30 mins

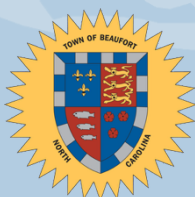
**SUBMITTED BY:**

Michelle Eitner, Town Planner



## 2.7.3: Coastal Resilience Overlay District

Board of Commissioners & Planning Board Review Draft  
August 15, 2025 | [REVISED September 5, 2025](#)



Town of Beaufort, NC | Unified Development Ordinance

## Effect of S382 on Local Zoning Regulations

In December 2024, the North Carolina Legislature ratified Session Law 2024-57 ([Senate Bill 382](#)) which pertained primarily to disaster recovery funding for Western North Carolina communities in the wake of Hurricane Helene. However, the law also included provisions that profoundly limit the planning and zoning authority of local governments, though in what manner or to what extent exactly remains quite unclear, [retroactively to June 22, 2024](#). Nonetheless, despite the Governor's veto, the law currently stands and is codified at [N.C.G.S. § 160D-601\(d\)](#).

The law prohibits “downzoning” of property unless the property owner provides explicit written consent to the downzoning. It defines *downzoning* as “a zoning ordinance that affects an area of land in one of the following ways:

1. By decreasing the development density of the land to be less dense than was ***allowed under its previous usage***.
2. By ***reducing the permitted uses*** of the land that are specified in a zoning ordinance or land development regulation to ***fewer uses*** than were allowed ***under its previous usage***.
3. By creating any type of ***nonconformity*** on land not in a ***residential zoning district***, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming ***improvement***, or nonconforming ***site element***.”

Prior to this change, third parties were prohibited from initiating a rezoning of another's property, but not local government. Unfortunately, the bill used terminology that, though it may have particular meaning in a given jurisdiction, is not defined in the law or is out of logical context, leaving local governments in the state uncertain of its effect and of what it means for ongoing planning and zoning efforts. Some of these terms are highlighted above.

Response in opposition to the bill has been widespread and there appears to be legislative support for significant changes, clarifications, or corrections. In fact, the 2025-2026 Legislative Session has seen a number of bills filed in response to the downzoning provisions—including [House Bill 281](#), which would restore the ability of local governments in Carteret County to initiate downzonings without property owner consent, and [Senate Bill 587](#), which clarifies the definition of nonconformities.

As currently drafted, this proposed Coastal Resilience Overlay District implements Town policy as expressed in its Comprehensive & CAMA Land Use Plan and incorporates input and direction from the UDO Steering Committee. During its deliberations, the Committee and staff will consider whether or how to consider the 2024 bill's impact on Town authority to address urgent resilience and critical public safety goals. As noted, local government planners and attorneys have posited different interpretations of the statute since its adoption, particularly alternative constructions of the term “nonconforming,” which may leave room for application of new restrictions, particularly outside of “residential zoning districts.” [In short, the bill does not appear to prohibit](#)

municipalities from enforcing *all* restrictions on *all* properties that may be more restrictive than regulations adopted prior to June 2024.

The UNC School of Government Coates' Canons NC Local Government Law blog provides a helpful discussion of this new law and its potential implications for local zoning (see <https://canons.sog.unc.edu/2024/12/limits-on-down-zoning/>).

### August 2025 Update

The North Carolina General Assembly (i.e., the Senate and House of Representatives) adjourned on July 31. The General Assembly adopted a [Joint Resolution](#) "adjourning the 2025 regular session of the General Assembly to a date certain and limiting the matters that may be considered upon reconvening." They will reconvene on August 26 for a short session until August 28, followed by several ~~more~~ [additional](#) short sessions in 2025 and 2026.

The Joint Resolution limits the matters the General Assembly may consider. Generally, these matters are limited in scope and, with two exceptions, do not include pending bills. However, it appears they may be able to consider at least one of the bills related to the 2024 downzoning legislation during their September 2025 and April 2026 sessions. It appears the General Assembly could consider [S587](#), which restores the ability of local governments to initiate downzonings, but not [H281](#), which is specific to Carteret County and its municipalities.

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# 2

# Article 2: Zoning Districts

## 2.7. Overlay Zoning Districts

### 2.7.3. CR-O, Coastal Resilience Overlay District<sup>1</sup>

A. **Purpose.** The purpose of the Coastal Resilience Overlay District ([CR-O](#)) is to:

1. Achieve goals expressed in the *Beaufort Comprehensive and CAMA Land Use Plan*;
2. Implement the “Resiliency Vision” expressed in *Resilient Beaufort*;
- ~~2.3.~~ [Recognize the designation of Beaufort’s downtown waterfront as an Urban Waterfront, as defined in 15A NCAC 07H .0209\(g\);](#)
- ~~3.4.~~ Protect and improve water quality;
- ~~4.5.~~ Reduce the quantity of stormwater pollutants entering local waterways;
- ~~5.6.~~ Reduce shoreline erosion;
- ~~6.7.~~ Preserve wildlife habitat;
- ~~7.8.~~ Prepare for effects of anticipated sea level rise, [as measured by NOAA](#);
- ~~8.9.~~ Reduce flooding and subsequent property damage;
- ~~9.10.~~ Encourage construction of buildings that are more resistant to damage from hurricanes, high winds, flooding, and hail and to avoid ongoing or repetitive structural and infrastructure damage and costs;
- ~~10.11.~~ Minimize public and private losses due to flood and related conditions in the most vulnerable areas of the Town; and
- ~~11.12.~~ Promote public, health, safety, and general welfare.

<sup>1</sup> Note that while the geographic areas subject to the proposed Overlay align with Federal floodplain areas, the standards proposed in the Town’s overlay are different from those that apply per Federal law and rules. While important to highlight that the geographic areas are the same (which the overlay, as revised, does in section 2.7.3(B)2. And 3., the current draft is titled as a “Coastal Resilience” overlay, that includes a subdistrict titled as a “Non-Intensification Zone,” order to both maintain consistency with the CAMA plan’s terminology and to also highlight the substantive differences between Federal flood regulations and the matters addressed locally via the overlay.

**B. District Boundary.**

1. *Generally.* The Coastal Resilience Overlay District, depicted in Figure 2.7.3-1, is comprised of two subdistricts:
  - (a) CR-NIZ, Non-Intensification Zone Subdistrict; and
  - (b) CR-M, Moderate Hazard Subdistrict.
2. *CR-NIZ, Non-Intensification Zone Subdistrict.* This subdistrict ~~is coterminous with~~ has the same boundary as the Special Flood Hazard Area (SFHA).<sup>2</sup> in effect on the date the Board of Commissioners (BOC) adopted the CR-O. The Federal Emergency Management Agency (FEMA) identifies and maps the SFHA which, in Beaufort, includes the AE and VE Zones. These areas are commonly referred to as the 100-year floodplain or the 1% annual chance flood hazard area.
3. *CR-M, Moderate Hazard Subdistrict.* This subdistrict ~~is coterminous with~~ has the same boundary as the Shaded X Zone within the Non-Special Flood Hazard Area (NSFHA).<sup>3</sup> in effect on the date the BOC adopted the CR-O. This area is commonly referred to as the 500-year floodplain or the 0.2% annual chance flood hazard area.
4. *Changes to District Boundary.* The boundary of the CR-O is expected to change over time as ~~the Federal Emergency Management Agency (FEMA)~~ revises the Flood Insurance Rate Maps (FIRMs). The Town may amend the UDO to reflect changes to FEMA-designated SFHAs and NSFHAs and subsequent changes to the CR-O boundary.

**C. Applicability.**

1. The overlay district applies to all lots located within the district boundary, including those in the Town's extraterritorial jurisdiction.
2. When a lot is located in both the CR-NIZ and CR-M subdistricts, the standards applicable to each subdistrict apply on the respective portions of the lot.<sup>4</sup> If any portion of a structure is located in the CR-NIZ, the regulations applicable to the CR-NIZ apply to the entire structure.
3. Applicability of individual standards is specified in the paragraphs below pertaining to the particular standard.

<sup>2</sup> UDO Article 12 will include the Flood Damage Prevention Ordinance's current definition of SFHA.

<sup>3</sup> UDO Article 12 will define NSFHA.

<sup>4</sup> This provision is a starting point for discussion purposes. The UDO Steering Committee will consider the applicability of the two subdistricts on split-zoned lots as well as the need to fine-tune overlay applicability according to historic and anticipated development patterns throughout the Town and ETJ.



4. When a standard applies to redevelopment, defined as existing development that is proposed to be renovated, repaired, altered, or otherwise improved by more than 50% of its replacement value<sup>5</sup> at the time of renovation, repair, alteration, or improvement:
  - (a) Replacement value of existing principal structures is determined using a qualified appraisal of the market value of the structure before the start of construction of the improvement; and
  - (b) Replacement value for other improvements (e.g., vehicle accommodation areas) is determined using cost estimates prepared by a professional that typically constructs or installs the type of improvement proposed for renovation, repair, alteration, or improvement.

**D. Exception for Nonconforming Single-Family Houses.**

1. When a nonconforming detached single-family house suffers substantial damage<sup>6</sup> by fire, flood, wind, or other natural disaster or event beyond the owner's reasonable control, substantial improvements<sup>7</sup> to the house are allowed to repair and restore it to its pre-event dimensions<sup>8</sup> on the pre-event footprint<sup>9</sup> if the improvements:
  - (a) Meet all applicable building codes;

<sup>5</sup> This aligns with the Town's provisions for bringing nonconforming structures into compliance with current regulations.

<sup>6</sup> UDO Article 12 will carry forward the Flood Damage Prevention Ordinance's definition of *substantial damage*, which is "damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred. See definition of substantial improvement.

Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25% of the market value of the structure before the damage occurred."

<sup>7</sup> UDO Article 12 will carry forward the Flood Damage Prevention Ordinance's definition of *substantial improvement*, which is "any combination of repairs, reconstruction, rehabilitation, addition or other improvement of a structure, taking place during any one-year period whereby the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either: (1) Any correction of existing violations of state or community health, sanitary or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure."

<sup>8</sup> The term *dimensions* includes both horizontal dimensions and vertical dimensions (i.e., setbacks and height).

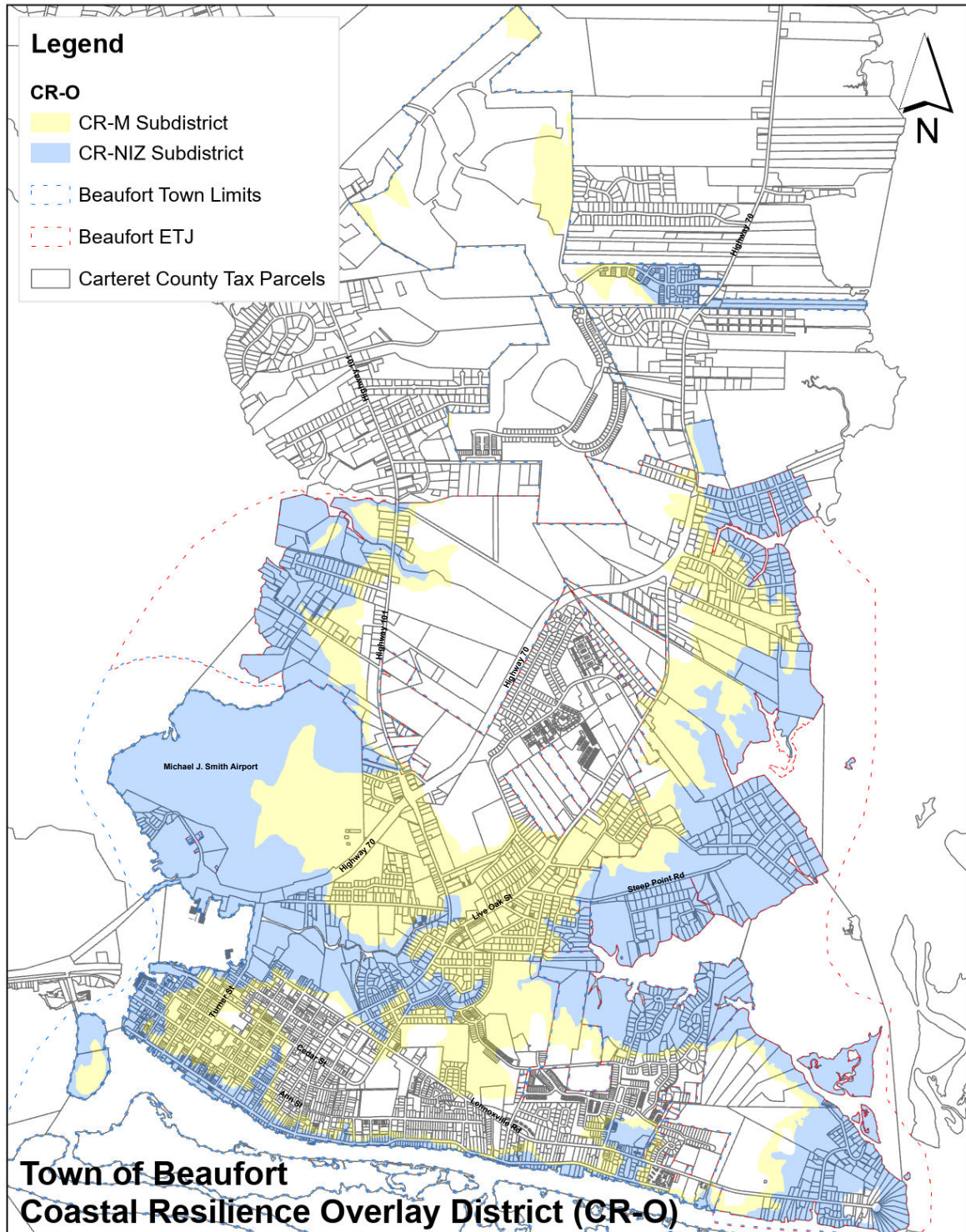
<sup>9</sup> This is a current provision in the Town's LDO (see Section 11, Paragraph D.6).

- (b) Meet or exceed the Regulatory Flood Protection Elevation (RFPE),<sup>10</sup> unless a variance has been granted pursuant to [Section 6.3.4, Variance Procedures](#),<sup>11</sup> of the Town's Flood Damage Prevention Ordinance; and
  - (c) If applicable, receive a Certificate of Appropriateness in accordance with [Section 7.5.3](#).<sup>12</sup>
- 2. If a house is nonconforming with respect to height or would exceed the district height limit after a substantial improvement because an increase in elevation is required to comply with the Flood Damage Prevention Ordinance or the Building Code, it may be reconstructed to the greater of:
  - (a) Its height at the time of the substantial damage; or
  - (b) The base zoning district height limit plus one foot for each one foot the house is elevated above the RFPE, up to a maximum of three feet.

<sup>10</sup> The Town's [Flood Damage Prevention Ordinance \(Sec. 151.05\)](#) defines *regulatory flood protection elevation* as "the elevation to which all structures and other development located within the Special Flood Hazard Areas must be elevated or floodproofed, if non-residential. Within areas where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus one foot of freeboard. In areas where no BFE has been established, all structures and other development must be elevated or floodproofed, if non-residential, to two feet above the highest adjacent grade."

<sup>11</sup> This is a cross-reference to the new UDO section that will establish the Flood Damage Prevention Ordinance's Variance procedure; the teal highlight is a reminder to verify the cross-reference once the UDO is drafted. The current cross-reference is [Section 151.28](#).

<sup>12</sup> This is a cross-reference to the new UDO section that will include the Certificate of Appropriateness procedure for historic district development (Section 23 in the LDO); the teal highlight is a reminder to verify the cross-reference once the UDO is drafted. The procedure is described Section 23 of the current LDO.

**Figure 2.7.3-1: Coastal Resilience Overlay District Boundary**

**E. Allowed Uses.**

~~E.1.~~ Any use allowed by a lot's base zoning district may be established in the CR-O pursuant to its required approval procedure, except that:

~~1.(a)~~ New critical facilities<sup>13</sup> are prohibited in the CR-NIZ subdistrict;<sup>14</sup> and

~~(b)~~ New residential uses, other than detached single-family houses, are prohibited in the CR-NIZ subdistrict.<sup>15</sup>

2. Renovations, repairs, alterations, or other improvements that do not exceed 50% of a structure's replacement value at the time of renovation, repair, alteration, or improvement are allowed for existing critical facilities and existing residential uses (other than detached single-family houses, which may be improved by more than 50% of their replacement value).

F. **Residential Density.** New developments in the CR-NIZ subdistrict are limited to a maximum density of five dwelling units per acre.

G. **Impervious Surface Coverage.**<sup>16</sup>

<sup>13</sup> UDO Chapter 12 will propose the following definition of *critical facility*: Public or private structures or other improvements essential for the delivery of vital services and for the protection of the community. In Beaufort, critical facilities include only the following **principal** uses:

Fire stations, police stations, rescue squads, and emergency operations centers; hospitals, long-term care facilities, and other healthcare facilities where the occupants may not be sufficiently mobile to evacuate in an emergency; emergency shelters; jails and other detention centers; preschools, elementary schools, and secondary schools; water supply facilities, wastewater treatment facilities (excluding wastewater pump and lift stations), power substations, and natural gas gate stations; and telecommunications towers unless no feasible alternative location is available to the carrier in order to achieve coverage as is required by federal law for the tower exists. Note that this policy limiting major infrastructure in vulnerable areas does not limit underground water and sewer line extension otherwise approved by the Town.

<sup>14</sup> Note paragraph (d)(2) in N.C.G.S. § 160D-601 regarding new State law limitations on reducing "permitted uses" to "fewer uses than were allowed under its previous usage."

<sup>15</sup> The Town's Comprehensive & CAMA Land Use Plan (p. 196) suggests "[s]ingle 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."

<sup>16</sup> Currently, the only zoning district that limits impervious surface coverage is RS-5. The limit is 50%. As proposed here, lots zoned RS-5 and located in the CR-O would be subject to a more restrictive impervious surface limit (if the lot contains a residential use). **Carteret County** does not limit impervious surface coverage, but other cities/towns in the region do. **Morehead City** has a 40% limit in most zoning districts except the Commercial Marina District where the limit is 50% and the two downtown districts where there is no limit. **Atlantic Beach** also has a 40% limit in most districts, except the least intensive residential district (1 acre lot size) where the limit is 10% and the two most intensive commercial districts where the limit is 75%. **Pine Knoll Shores** has a 35% limit in residential districts and a 25% limit in Special Flood Hazard Areas and "any other lot in residential property districts R-1, R-2, R-3, and R-4 with a seasonal high water table of 24 inches or less to grade." Finally, **Emerald Isle** requires a minimum percentage of



1. *Applicability.* All lots in the CR-O are subject to this Section, except as provided in 2.7.3.G.2, Exemptions.<sup>17</sup> This includes new development and redevelopment as defined in 2.7.3.C.4 above.
2. *Exemptions.*
  - (a) Lots located in the following zoning districts are exempt from the impervious surface coverage limitation:
    - (1) H-BD;
    - (2) H-WBD; and
    - (3) R-8A.
  - (b) Developments that require a stormwater permit issued by the North Carolina Department of Environmental Quality are exempt from the impervious surface coverage limitation.
- ~~(b) 3. Impervious Surface Coverage Limitation. Lots subject to this Section are limited to the impervious surface coverage limit specified in Table 2.7.3-1.~~
- ~~3. CR-NIZ Subdistrict.~~
  - ~~(a) Lots located in the CR-NIZ that contain a residential use other than a detached single-family house are limited to a maximum 30% impervious surface coverage.<sup>18</sup>~~

"natural/vegetated area" in most zoning districts (35% in residential districts and 15% in commercial/mixed use districts). In Craven County, **New Bern** does not regulate impervious surface coverage, but **Havelock** regulates it in most zoning districts. The limits in residential districts range from 30% to 50%, except in the most rural district (5 acre minimum lot area) where it is 10%. Where regulated in other districts, the limit is 50%. In Onslow County, **Swansboro** does not regulate impervious surface or lot coverage but does require landscaping and buffers and regulates for maximum building area. In Dare County, **Duck** regulates lot coverage by zone; residential zones are limited to 30% lot coverage with up to 35% for enhanced stormwater management. Commercial zones lot coverage ranges from 50% to 60%. "Large Residences" are defined and are additionally required to maintain a 20% vegetative lot coverage- (10% natural vegetation). **Nags Head** regulates lot coverage by zone; residential zones are limited to 30% + 300 sf or 33%, whichever is greater. Commercial and Mixed Use zones are increasingly permissive with lot coverage ranging from 40 to 55%. For lots abutting shoreline, lot coverage is limited to 30% within the estuarine area. Lot coverage increases are incentivized for increased stormwater measures and permeable pavement, and exceptions are given for shared-use drives and accommodation of alternative transportation.

<sup>17</sup> See discussion of N.C.G.S. § 160D-601(d) above.

<sup>18</sup> ~~On a lot zoned R-8 that meets the minimum dimensional standards (8,000 sf lot area and 60 ft lot width), the lot area within the minimum required setbacks constitutes approximately 54% of the lot. Under the current regulations, the remaining 46% of the lot could be covered by impervious surfaces. Under this proposed standard, only about two-thirds of the remaining 46% of the lot could be covered by impervious surfaces.~~

- (b) ~~Lots located in the CR-NIZ that contain a detached single-family house are limited to a maximum impervious surface coverage of 2,500 square feet or 30% of the lot area, whichever is greater.~~
- (c) ~~Lots located in the CR-NIZ that contain a non-residential use or a mixture of uses are limited to a maximum 50% impervious surface coverage.~~

4. ~~CR-M Subdistrict.~~

- (a) ~~Lots located in the CR-M that contain a residential use other than a detached single-family house are limited to a maximum 40% impervious surface coverage.~~
- (b) ~~Lots located in the CR-M that contain a detached single-family house are limited to a maximum impervious surface coverage of 2,500 square feet or 40% of the lot area, whichever is greater.~~
- (a) ~~Lots located in the CR-M that contain a non-residential use or a mixture of uses are limited to a maximum 60% impervious surface coverage.~~

**Table 2.7.3-1: Impervious Surface Coverage Limit**

Use	Impervious Surface Coverage (max) <sup>19</sup>	
	CR-NIZ	CR-M
<u>Residential use other than a detached single-family house</u>	<u>30%</u>	<u>40%</u>
<u>Detached single-family house</u>	<u>2,500 sf or 30% of the lot area, whichever is greater<sup>20</sup></u>	<u>2,500 sf or 40% of the lot area, whichever is greater</u>

<sup>19</sup> UDO Article 12 will propose the following definition of *pervious surface*: "A surface that allows water to infiltrate through the surface and into the subsoil. Examples of pervious surfaces include slatted decks; the water area of a swimming pool; a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric; pavement, if it is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour); and landscaping material, including gravel, mulch, sand, and vegetation, placed on areas that receive only pedestrian or bicycle traffic or on portions of driveways and parking areas that will not be compacted by the weight of a vehicle." These examples are from the definition of *built-upon area* in N.C.G.S. § 143-214.7D.

<sup>20</sup> On a lot zoned R-8 that meets the minimum dimensional standards (8,000 sf lot area and 60 ft lot width), the lot area within the minimum required setbacks constitutes approximately 54% of the lot. Under the current regulations, the remaining 46% of the lot could be covered by impervious surfaces. Under this proposed standard, only about two-thirds of the remaining 46% of the lot could be covered by impervious surfaces.

<a href="#">Non-residential use or a mixture of uses</a>	<a href="#">50%</a>	<a href="#">60%</a>
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[Key: max = maximum allowed | sf = square feet](#)

~~(c)~~ —

#### H. **Shoreline Management.**<sup>21</sup>

1. *Applicability.* All lots in the CR-O are subject to this Section.
2. *Hardened Shorelines.* An existing hardened shoreline may:
  - (a) Remain in place; and
  - (b) Be partially or fully replaced if its location is not changed by more than two feet in either direction (waterward or landward).
3. *Conversion of Natural Shorelines.* Property owners should not convert existing natural shorelines to hardened shorelines.<sup>22</sup>

#### I. **Shoreline Planting Area.**

1. *Applicability.* All lots in the CR-O with a base zoning district of R-8A, B-W, H-BD, and H-WBD that have frontage along a natural waterbody are subject to the shoreline planting area requirements described in this Section.
2. *Planting Area Width.* The shoreline planting area includes the landward portions of any parcel within 20 feet of the mean high-water line.
3. *Planting Requirements.* When a landowner chooses to install vegetation within the planting area, it must be:
  - (a) Native to North Carolina; and
  - (b) Selected from the Acceptable Plant Lists in Table 2.7.3-2, Table 2.7.3-3, Table 2.7.3-4, and Table 2.7.3-5

<sup>21</sup> These provisions mainly apply in CR-NIZ since that's the primary CR-O subdistrict along the shoreline.

<sup>22</sup> Typically, a regulatory document should avoid language encouraging, rather than requiring, a particular action. However, Town staff and the consultant team feel this is the best approach for this particular provision until the Town completes the estuarine shoreline management plan recommended in the CAMA Land Use Plan since shoreline hardening is the best solution in certain instances. The shoreline management plan would identify the areas where the Town should prohibit and allow hardened shorelines. Once it is complete, the Town could consider revisions to this provision in the CR-O.

**J. Shoreline Buffer.**<sup>23</sup>**1. Applicability.**

- (a) All lots in the CR-O that have frontage along a natural waterbody must maintain or establish a shoreline buffer, except as provided in 2.7.3.J.2, Exemptions.
- (b) Where a developed lot does not meet the shoreline buffer requirements, the buffer must be established in accordance with this Section if the principal structure on the lot is improved by 50% or more of its assessed value.
- (c) Where a vacant lot does not meet the shoreline buffer requirements, the buffer must be established in accordance with this Section when the lot is developed.

**2. Exemptions.**

- (a) Lots located in the following zoning districts are exempt from the requirement to maintain or establish a shoreline buffer, but they are subject to the shoreline planting area requirements specified in 2.7.3.I above:
  - (1) R-8A;
  - (2) B-W;
  - (3) H-BD; and
  - (4) H-WBD.
- (b) Lots containing or proposed to contain the following uses are exempt from the requirement to maintain or establish a shoreline buffer:
  - (1) Marinas;<sup>24</sup>
  - (2) Water-dependent marine research facilities;<sup>25</sup>

<sup>23</sup> See discussion of N.C.G.S. § 160D-601(d) above and note that compliance incentives could include reduced setbacks or an increased building height limit.

<sup>24</sup> The current LDO definition of *marina* is “any publicly or privately owned dock, basin, or wet boat storage facility constructed to accommodate more than ten boats and providing any of the following services: permanent or transient docking spaces, dry storage, fueling facilities, haul-out facilities, and repair service.”

<sup>25</sup> UDO Article 12 will propose the following definition of *water dependent use*: “A use or portion of a use that requires location on a waterbody due to the intrinsic nature of its operations. A water-dependent use



- (3) Working docks;<sup>26</sup> and
  - (4) Airports.
- 3. *Buffer Width.* A shoreline buffer must be at least 20 feet in width, measured landward from the mean high-water line.
- 4. *Existing Vegetation.* Where vegetation naturally exists along a shoreline, it must remain undisturbed except as otherwise provided in this Section.
- 5. *Planting Requirements.*
  - (a) Lots without existing vegetation must meet the planting requirements in this Paragraph. Lots with existing vegetation that does not meet the standards in this Paragraph must supplement with additional plantings.
  - (b) New plantings must be:
    - (1) Native to North Carolina;
    - (2) Arranged in a natural random pattern; and
    - (3) Selected from the Acceptable Plant Lists in Table 2.7.3-2, Table 2.7.3-3, Table 2.7.3-4, and Table 2.7.3-5.
  - (c) The use of turf grass within a shoreline buffer is prohibited.
  - (d) The planting requirement per 100 linear feet is:
    - (1) Three medium or large trees of 3-inch caliper with a minimum of two different species;
    - (2) Five small trees of 2-inch caliper with a minimum of three different species;
    - (3) Eighteen shrubs or vines, 3-gallon pots with a minimum of four different species; and

must need physical access to a surface water body to operate and cannot be located away from the water without loss of function.”

<sup>26</sup> UDO Article 12 will propose the following definition of *working dock*: “A dock, pier, or wharf that is actively used for marine-related commercial, industrial, or institutional operations, including loading and unloading of goods or passengers, seafood landing and processing, fueling of vessels, vessel maintenance and repair, charter operations, and other water-dependent activities. A working dock is distinguished from recreational or residential docks by its function, facilities, and frequency of use in support of maritime commerce or water-based livelihoods.”

- (4) Twenty-five grasses, 1-gallon pots with a minimum of five different species.

**Table 2.7.3-22.7.3-1: Shoreline Buffer Acceptable Plant List – Medium & Large Trees**

Common Name	Botanical Name	Suitable for Lowland Areas
American Holly	<i>Ilex opaca</i>	
Bald Cypress	<i>Taxodium distichum</i>	✓
Carolina Cherry Laurel	<i>Prunus caroliniana</i>	
Eastern Red Cedar	<i>Juniperus virginiana</i>	✓
Hackberry	<i>Celtis laevigata</i>	✓
Live Oak	<i>Quercus virginiana</i>	✓
Loblolly Pine	<i>Pinus taeda</i>	✓
Southern Magnolia	<i>Magnolia grandiflora</i>	
Southern Red Cedar	<i>Juniperus virginiana</i> var. <i>silicicola</i>	✓
Sweetgum	<i>Liquidambar styraciflua</i>	✓
Water Oak	<i>Quercus nigra</i>	✓

**Table 2.7.3-32.7.3-2: Shoreline Buffer Acceptable Plant List – Small Trees**

Common Name	Botanical Name	Suitable for Lowland Areas
American persimmon	<i>Diospyros virginiana</i>	
Serviceberry	<i>Amelanchier canadensis</i>	
Southern Wax Myrtle	<i>Morella cerifera</i>	✓
Tea Olive	<i>Osmanthus americanus</i>	✓
Yaupon Holly	<i>Ilex vomitoria</i>	✓

**Table 2.7.3-42.7.3-3: Shoreline Buffer Acceptable Plant List – Shrubs & Vines**

Common Name	Botanical Name	Suitable for Lowland Areas
Adams Needle	<i>Yucca filamentosa</i>	
Brownsville tree	<i>Baccharis halimifolia</i>	✓
Coral Bean	<i>Erythrina herbacea</i>	
Coral Honeysuckle	<i>Lonicera sempervirens</i>	
Dwarf Palmetto	<i>Sabal minor</i>	✓
Inkberry	<i>Ilex glabra</i>	✓
Oakleaf hydrangea	<i>Hydrangea quercifolia</i>	
Sea oxeye daisy	<i>Borrichia frutescens</i>	✓
Seaside Goldenrod	<i>Solidago sempervirens</i>	✓
Spanish Dagger	<i>Yucca aloifolia</i>	✓
Swamp Milkweed	<i>Asclepias incarnata</i>	
Swamp Sunflower	<i>Helianthus angustifolius</i>	
Sweet Pepperbush	<i>Clethra alnifolia</i>	

**Table 2.7.3-52.7.3-4: Shoreline Buffer Acceptable Plant List – Grasses**

Common Name	Botanical Name	Suitable for Lowland Areas
Bear Grass	<i>Yucca filamentosa</i>	
Bitter Panicum	<i>Panicum amarum</i>	✓
Little Bluestem	<i>Schizachyrium scoparium</i>	
Pink Muhly Grass	<i>Muhlenbergia capillaris</i>	✓
Saltmeadow Cordgrass	<i>Sporobolus pumilus</i>	✓

6. *Invasive Species.*

- (a) Invasive species may be removed from a shoreline buffer. Invasive species are any of those listed as Rank 1, Rank 2, or Rank 3 on the most recent [North Carolina Ranked List of Invasive Plants](#) adopted by the North Carolina Invasive Plant Council.

- (b) The use of heavy equipment for vegetation removal is discouraged. If heavy equipment is used, measures should be taken to ensure existing (non-invasive) vegetation is not damaged in the process.
  - (c) Herbicides may be used to eradicate invasive plant species if the removal uses best management practices included in the [North Carolina Forestry Best Management Practices Manual](#) or the N.C. State Extension publication "[Accomplishing Forest Stewardship with Hand-Applied Herbicides](#)." Alternative techniques for plant removal, such as electric weed control, are allowed.
- 7. *Prohibited Elements.* The following elements are prohibited within a shoreline buffer:
  - (a) Impervious surfaces; and
  - (b) Walls.
- 8. *Allowed Uses.* The following uses are allowed within a shoreline buffer, unless the use is part of a new critical facility that is otherwise prohibited in the CR-NIZ (see 2.7.3.E, Allowed Uses):
  - (a) Pedestrian trails if the trail is:
    - (1) Constructed of pervious material or is an elevated boardwalk;
    - (2) Six feet or less in width and
    - (3) Oriented generally parallel to the shoreline;
  - (b) A pedestrian or vehicular access if the access:
    - (1) Is constructed of pervious material or is an elevated boardwalk;
    - (2) Leads to a water-dependent use, such as a dock, pier, bridge, or boat landing; and
    - (3) Is six feet or less in width (for pedestrian accesses) or 15 feet or less in width (for vehicular accesses);<sup>27</sup>

<sup>27</sup> These widths align with [Coastal Resources Commission Rules](#). Note [Section 503.2.1: Dimensions](#) of the North Carolina State Building Code: Fire Prevention Code requires fire apparatus access roads to have a minimum unobstructed width of 20 feet and a minimum vertical clearance of 13 feet, 6 inches.

- (c) Erosion control structures as allowed by 2.7.3.H, Shoreline Management;
- (d) Stormwater drainage outfalls; and
- (e) Utility line penetrations that:
  - (1) Must necessarily cross a waterway without a reasonable alternative;
  - (2) Are the minimum width necessary;
  - (3) Run generally perpendicular to the shoreline.

**K. Low Impact Development.**

**1. Purpose.**

- (a) Low Impact Development (LID) is an ecologically friendly approach to site development and managing stormwater that aims to mitigate development impacts to land, water, and air on a site.
- (b) The approach emphasizes integration of site design and planning techniques that conserve natural systems and hydrologic functions and use or mimic natural processes for the infiltration, evapotranspiration, or reuse of stormwater and runoff on the site where it is generated.
- (c) LID techniques reduce the amount of untreated runoff discharged to surface waters by allowing stormwater to be absorbed and filtered by soil and vegetation before flowing into groundwater or surface water resources. This reduces stormwater maintenance costs and protects water quality.
- (d) Low Impact Development techniques are established to:
  - (1) Aid in creating drainage systems aligned with sound engineering principles;
  - (2) Reduce expenses linked to the construction and upkeep of engineered stormwater drainage systems by promoting natural drainage flow;
  - (3) Establish a mechanism for development that minimizes negative impacts on the natural surroundings;
  - (4) Counteract heat island effects; and

- (5) Create amenity and value and enhance the overall aesthetic of developments through incorporation of natural areas.
2. *Applicability.*<sup>28</sup> The use of LID techniques is required in CR-NIZ and CR-M for all new developments that are subject to Chapter 54, Stormwater.<sup>29</sup>
3. *Standard.*
  - (a) Developments subject to this Section must use at least two LID techniques specified in 2.7.3.K.4 below to manage at least 50% of the development site's peak flow.
  - (b) An applicant must submit an engineer's certification verifying compliance with 2.7.3.K.3(a) above.
4. *LID Techniques.*
  - (a) LID techniques may include, but are not limited to, any of the following:<sup>30</sup>
    - (1) Bioretention cells;
    - (2) Level spreaders and filter strips;
    - (3) Permeable pavement;
    - (4) Rainwater harvesting;
    - (5) Stormwater wetlands; and
    - (6) Rooftop runoff mitigation measures, such as green roofs and rooftop gardens.
  - (b) LID techniques must be designed, installed, and maintained in accordance with the [NCDEQ Stormwater Design Manual](#).

<sup>28</sup> See discussion of N.C.G.S. 160D-601(d) above and note that compliance incentives could include increased building height, reduced setbacks, and allowances for vegetated LID features to count towards required landscaping and/or open space.

<sup>29</sup> Chapter 54 applies to "new development activity in the town's corporate limits and in the town's extraterritorial zoning jurisdiction where land disturbing activity, whether part of initial development or subsequent build-out of the development, will (1) Disturb more than one acre of land in any residential zoning district, except for an individual single-family residential lot of record where the impervious surface on the lot will be less than ten percent of the surface area of the lot and no fill dirt is brought onto the lot; or (2) Disturb more than one-half an acre of land in any business or industrial zoning district."

<sup>30</sup> Revised to align with terminology used in the NCDEQ Stormwater Design Manual.

**L. Stormwater Retrofit.**<sup>31</sup>**1. Applicability.**

- (a) This Section offers incentives for developed lots in the CR-O that, if they were undeveloped, would be subject to Chapter 54, Stormwater,<sup>32</sup> but do not meet the standards in that chapter.
- (b) The incentives in this Section are available when the existing development is proposed to be renovated, repaired, altered, or otherwise improved by more than 50% of its replacement value at the time of renovation, repair, alteration, or improvement.

**2. Techniques.** Stormwater retrofit techniques must be appropriate for the site and serve to incrementally increase compliance with Chapter 54, Stormwater.**3. Incentives.**

- (a) Table 2.7.3-6: Incentives for Stormwater Retrofits specifies available incentives.
- (b) Incentives are cumulative. For example, if three improvements are used, the incentive available for each improvement may be used.

**Table 2.7.3-6: Incentives for Stormwater Retrofits**

Improvement	Incentive
Vegetation added to existing retention/detention areas	Vegetation may count towards any landscaping required on the site
Installation of bioswales/rain gardens	Vegetation may count towards any landscaping required on the site
Installation of rainwater harvesting features	Width of shoreline buffer required by § 4.3.3 may be reduced by 1 foot for every 75 gallons <sup>33</sup> of rainwater harvested, up to a maximum reduction of 5 feet

<sup>31</sup> N.C.G.S. § 143-214.7(b3)<sup>32</sup> Chapter 54 applies to "new development activity in the town's corporate limits and in the town's extraterritorial zoning jurisdiction where land disturbing activity, whether part of initial development or subsequent build-out of the development, will (1) Disturb more than one acre of land in any residential zoning district, except for an individual single-family residential lot of record where the impervious surface on the lot will be less than ten percent of the surface area of the lot and no fill dirt is brought onto the lot; or (2) Disturb more than one-half an acre of land in any business or industrial zoning district."<sup>33</sup> Rain barrels typically range in size from 55 to 95 gallons. Larger rainwater harvesting systems are available but less common, particularly in a residential application.

Improvement	Incentive
Removal of curbing to route stormwater into vegetated areas	Maximum impervious surface coverage may be increased by an area equivalent to the amount of impervious surface removed, up to a maximum increase of 5%
Impervious surface disconnection	Maximum impervious surface coverage may be increased by an area equivalent to the amount of impervious surface removed, up to a maximum increase of 5%
Replacement of impervious surfaces with pervious surfaces	Shoreline buffer required by § 4.3.3 may be reduced by an area equivalent to the amount of impervious surface removed, up to a maximum reduction of 750 square feet
Installation of underground stormwater control measures, such as sand filters	Maximum impervious surface coverage may be increased by the area of the underground SCM, up to a maximum increase of 5%
Full compliance with Chapter 54	For developments subject to Site Plan Review, final approval may be granted during a joint meeting between the BOC and Planning Board

M. **Increased Construction Standards.**<sup>34</sup>

1. *Applicability.* This Section establishes incentives for development that incorporates one or more increased construction standard in new development or in existing development that is proposed to be renovated, repaired, altered, or otherwise improved by more than 50% of its replacement value at the time of renovation, repair, alteration, or improvement.
2. *Incentives.* Each development that incorporates one of more of the techniques specified in Table 2.7.3-7: Increased Construction Standards may use the incentive specified for that technique. Incentives are cumulative.

<sup>34</sup> These increased construction standards may be applied as a generally applicable development standard to areas beyond the overlay district, since the impacts these standards are intended to address may apply within and outside of the flood zone. The UDO Steering Committee will discuss the applicability of these proposed standards.



**Table 2.7.3-72.7.3-6: Increased Construction Standards**

Element	Description	Incentive
Freeboard [1]	Principal structure is elevated above the regulatory flood protection elevation (RPFE) <sup>35</sup>	Maximum height may be increased by 1 foot for each 1 foot the structure is elevated above the RPFE, up to a maximum of 3 feet
Roof	Principal structure is constructed with roof materials that achieve Class 3 or Class 4 impact resistance, as defined by UL Standard 2218 <sup>36</sup>	Maximum impervious surface coverage may be increased by up to 2%
Roof	Principal structure uses a hipped roof form	Maximum impervious surface coverage may be increased by up to 2%
Openings	At least 75% of the windows and doors on the principal structure are impact-resistant <sup>37</sup>	Maximum impervious surface coverage may be increased by up to 2%
Storm shutters	At least 75% of the windows on the principal structure include operable storm shutters permanently installed on the structure	Maximum impervious surface coverage may be increased by up to 1.5%
Attic vents	Principal structure uses ridge vents rather than gable vents or uses vents certified as resistant to wind and water intrusion	Maximum impervious surface coverage may be increased by up to 1.5%

<sup>35</sup> UDO Article 12 will include the Flood Damage Prevention Ordinance's current definition of RPFE.

<sup>36</sup> UL Standard 2218 primarily measures resistance to hail. This region receives very little hail so, while the UL standard is not applicable, the increased impact resistance may provide some measure of resistance to debris other than hail. Note that ASTM 7158 H classification shingles for high wind zones (150mph) is required by the NC Building and Residential Codes.

<sup>37</sup> The Town Building Inspector notes that impact resistant materials may be cost prohibitive. The Building Code requires windows to have a minimum design pressure (DP) rating of DP50. This is a high level of wind resistance, though not necessarily impact resistance.

Element	Description	Incentive
Generators	Install a generator for power generation to keep critical functions (in residential buildings, this includes refrigerator, freezer, basic lighting, and healthcare appliances) working in the event of power failure	Maximum impervious surface coverage may be increased by up to 1.5%
Generators	Principal structure is wired to accommodate a generator	Maximum impervious surface coverage may be increased by up to 1%

[1] This applies only in CR-NIZ since it is the only area of the CR-O with a base flood elevation.

# Legend

## CR-O

CR-M Subdistrict

CR-NIZ Subdistrict

Beaufort Town Limits

Beaufort ETJ

Carteret County Tax Parcels

1.

N

Michael J. Smith Airport

Highway 70

Highway 101

Highway 70

Highway 70

Steep Point Rd

Live Oak St

Turner St

Cedar St

Arm St

Lemoxville Rd

Town of Beaufort

Coastal Resilience Overlay District (CR-O)





## **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](http://www.beaufortnc.org)

### **Board of Commissioners Work Session 4:00 PM Monday, October 27, 2025 614 Broad Street- Train Depot**

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**AGENDA CATEGORY:** Items for Discussion & Consideration  
**SUBJECT:** TAFT Family Ventures Sewer Allocation and Workforce  
Housing Agreement (Draft)

#### **BRIEF SUMMARY:**

At the September 8, 2025, Regular Meeting, the Board of Commissioners tabled consideration of a sewer reservation request for 265 and 275 Highway 101. The Board's action required submission of an agreement containing enforceable workforce housing provisions prior to further consideration.

During the October 13<sup>th</sup> Regular Meeting the Taft group presented a revised raft for the Board to consider. After some discussion the Board asked that several revisions be made and that the Town Attorney review the final draft document to ensure that what was requested was included and that the item be brought back to the workshop on October 27<sup>th</sup>.

A final draft of the agreement is included in your packet. There are two versions of the agreement: The first, is a redlined version showing the requested changes from the Board and a clean version of the agreement without any red text. The Town Attorney has reviewed the Draft Agreement and has confirmed that the requests from Board have been incorporated.

#### **REQUESTED ACTION:**

Decision on the proposed sewer allocation and workforce housing agreement.

#### **EXPECTED LENGTH OF PRESENTATION:**

20 Minutes

#### **SUBMITTED BY:**

Kyle Garner, AICP  
Planning & Inspections Director

STATE OF NORTH CAROLINA  
TOWN OF BEAUFORT

*BEAUFORT TOWNES PROJECT*

Sewer Allocation and Workforce Housing Agreement for a Project Located at Tax Parcels:  
730614447386000, 730615546839000, 730615549966000, & 730615640827000, Beaufort, NC  
28516 (No address Established yet)

This Agreement (the "Agreement") by and between Beaufort Townes Partners, LLC, a North Carolina limited liability company duly authorized by the Secretary of State of North Carolina to transact business in the State (together with its permitted successors and assigns, the "Project Developer") and the Town of Beaufort, a municipal corporation under the laws of North Carolina (the "Town"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WHEREAS, the Project Developer desires to enter into ~~a Development Agreement~~ an agreement with the Town to develop a prominent site into a new development; and

WHEREAS, the proposed project furthers the Town's goals of economic development and population growth to attract full time residents; and

WHEREAS, the proposed project will offer 10% of the units to be set-aside for work force housing to support rents for households earning 80% of area median household income.

In consideration of and for the mutual exchange of promises set forth in the Agreement, the parties covenant with one another to perform as follows:

1. Project Developer Commitments:

- a. *Development Size and Purpose.* The Project Developer, its agents or assigns, shall be responsible for the design and construction of a townhome for rent community on ~~the aforementioned~~ those certain parcels ~~to be owned by the Project Developer (of real property located in Beaufort, Carteret County, North Carolina, consisting of a total of approximately 19.59 acres, and having Beaufort County Tax Parcel Identification Nos. 730614447386000, 730615546839000, 730615549966000 and 730615640827000 (collectively, the "Property") as more fully referenced in Exhibit A (Tax Map) and Exhibit B (Site Plan))~~ attached hereto and incorporated herein. The development shall

consist of approximately one hundred and five (105) class A rental townhome units and related amenities and other improvements on the Property (the “Project”). There will be no short-term rentals available in the Project. The minimal lease period for a unit shall be ~~6-8 months, while the bulk of unit leases will be one year or longer.~~ 3 months. The buildings in the Project will contain four, five, or six townhome units and will be a mix of one story (ADA accessible) and two story. The units will each include an attached one or two car garage, stainless steel appliances, quartz or granite countertops, 42” cabinets, smart unit features, high speed internet, spacious closets and storage. Units will be designed in accordance with Fair Housing Standards and 5% of the units will be handicap (ADA) accessible and one story. The Project will have a leasing office with onsite staff for customer service and maintenance. Amenities will include swimming pool, dog park, pickleball, mail kiosk, greenspace, and sidewalks around the site for resident connectivity. If the Town establishes a trail system in the vicinity of the Project, the Project Developer would be very interested in supporting connectivity to it with existing sidewalks or other access. The exterior of the buildings will include different siding/roofing materials, and coastal colors to be in keeping with the housing styles and charm of Beaufort. The Project Developer desires to create a sense of community for long term and new residents to enjoy the Beaufort community and its amenities to help fill gaps in the slower off-season times for the year.

- b. To assist the Town as it works toward achieving *Goal 3.1.2* in the Town’s Comprehensive and CAMA Land Use Plan of 2023, no less than ten percent (10%) of the residential units shall be made available as workforce (income restricted) housing units which shall be blended into the Project and shall be of the same quality as the market rate units. The available workforce housing units shall consist generally of the same unit mix (2- and 3-bedroom units) and features as the other units in the Project and shall be made available for lease to tenants in whose incomes are at or below 80% of the area median household income (“AMI”) as determined annually by the U.S. Department of Housing and Urban Development for the Beaufort, NC (Carteret County) Metropolitan Statistical Area. Rents for the workforce units, which shall not exceed HUD’s maximum percentage of a family’s monthly adjusted income (currently set at 30%) for programs targeted at families at or

below 80% of the AMI, the rents may increase from calendar year to calendar year throughout the term hereof at the rate of the greater of two percent (2%) or the percentage increase in 80% AMI as determined by HUD for the Beaufort Metropolitan Statistical Area. Copies of the applicant rental criteria and next available unit policies and procedures applicable to the Project for the period of this Agreement are attached hereto as Exhibit C and Exhibit D.

- c. *Intended Market and Relevance to Town.* Significant redevelopment and conversion of vacant and underutilized land into single-family for sale uses has occurred in the Beaufort market mainly near downtown, but there is a lack of quality rental townhomes available outside of the downtown areas (transition area) for residents that are not looking to own and maintain their own properties. The Property was originally farmland and is currently wooded with two older homes located on Highway 101. The Town has interest in seeing the construction of more housing choices for residents in Beaufort while also providing “affordable” housing for teachers, police, fire, health care providers, public servants, etc. The Property is surrounded by major roads, Highway 101 and the new Highway 70 bridge over Gallant’s Channel, and borders the Michael J. Smith Field, perfectly situated to be a major gateway into the Town. The Project Developer acknowledges that a significant motivation for the Town in providing the Project with its limited sewer infrastructure is to achieve the market goal of enhancements that align with community goals to encourage the economic redevelopment of areas outside of the downtown Front Street and the Taylor’s Creek area. The Project Developer further acknowledges the Town seeks the development of townhome rental housing that will increase the housing choices available to existing, and attracting new Town residents for both market rate and work force rental offerings. The target market is a blend of young, middle-aged and senior residents, whether the same are working professionals, families, workforce employees or retirees.
- d. *Design.* Project Developer acknowledges that architectural design is a key consideration for the Town. The Project Developer has significant experience in developing townhome and multi-family housing projects in urban and suburban locations and have provided the Town with examples of other townhome and multi-family projects it has developed to

highlight the Project Developer's work which is indicative of its emphasis on high quality design and construction. The Project Developer acknowledges that its commitment regarding the Project's comparability to its other projects that are key considerations in the Town's provision to support the Project.

- e. *Developer Investment.* The Project Developer covenants that it intends, utilizing commercially reasonable efforts, to make an investment through land, equity, loans, and other sources estimated to be Twenty-Eight Million and 00/100 Dollars (\$28,000,000) in design, development and construction in the Project. The Town acknowledges this investment will significantly increase the Town's tax base for the tax parcels once all improvements of the Project are completed. This increased tax base will assist the Town in achievement of its long-term goals.
- f. *Compliance with Law.* Construction of the Improvements shall be performed in a good, safe and workmanlike manner and in accordance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the Improvements including, without limitation the Americans with Disabilities Act as well as all building code requirements then in effect.
- g. *Performance Data.* Because the Town is interested in continuing to provide quality affordable, workforce housing options to its residents, the Project Developer agrees to share with the Town upon the Town's request (such requests to be made no more frequently than twice each calendar year, or more frequently if reasonably requested by the Town from time to time) its data indicating the Project's performance as it relates to the workforce housing units which comprise a portion of the Project, including but not limited to rent rolls and financial performance related to such units, income criteria, etc.

2. Town Commitments:

- a. *Sewer Reservation and Allocation.* For the Project Developer to move forward with the significant investment in designing and entitling the Project, the Town will agree to reserve up to 16,380 gallons a day of wastewater for use by the Project as submitted to the Town



in the Project Developer's application dated Aug 6, 2025. This allocation will be reserved for up to 24 months as the Project Developer works to complete the permitting and gain Town/State approvals for the Project, including rezoning as noted herein, and a loan commitment on terms acceptable to Project Developer (collectively, the "Project Approvals"). The Project Developer will pay applicable reservation fees for the capacity as outlined in the Town's system development fee schedule once re-zoning for the site is approved.

- b. *Zoning.* The site's current zoning is a mix of R-20, R-8, and R-8MH. The site is in a zoning area of transition. The Project Developer proposes to recombine the parcels into one parcel with one ownership entity and rezone the site for Townhome, Condominium, and Apartment (TCA). The Future Land Use Plan may require a text amendment so the proposed density will be permitted under the Suburban Residential category. The Town will provide its reasonable best efforts and cooperation with the Project Developer as the rezoning process is navigated by the Project Developer in accordance with the Town planning and zoning processes. The zoning process will run in parallel with the project Town and State approval process for site plan, utilities, and building permitting. Any final rezoning decision is up to the legislative discretion of the Town of Beaufort.
  - c. *Timing.* The Project Developer anticipates it will take up to 12 months to complete the Project design and secure proper zoning from the Town from the execution of this ~~Development~~ Agreement. Additional extensions are available up to the 24 months (sewer reservation timeframe) which shall not be unreasonably withheld by the Town if the Project Developer encounters variables beyond their control. Any extensions will need to be approved in accordance with the Modification section below.
3. No Assignment Without Consent.

Prior to completion of the duties set forth herein, neither the Town nor the Project Developer are authorized to assign its respective duties under the Agreement to third parties without first having received from the other party a written consent, which consent shall

not be unreasonably withheld, executed with the same formality of the Agreement. Notwithstanding the foregoing, the Town does acknowledge and agree that Project Developer will be utilizing a general contractor to perform the work on the Project and may assign this Agreement to a to-be-formed special purpose entity created for the purpose of owning and operating the Project; which entity shall be owned and/or controlled by Project Developer. Additionally, in the event of a third-party sale of the Project by Project Developer, the rights and obligations of Project Developer hereunder may be transferred by Project Developer to such third-party purchaser upon written notice to the Town.

4. Modification.

No modification of the Agreement shall be binding upon the parties unless the same is first reduced to writing in a document having the same formality as the Agreement and executed by the duly authorized officer for each party. However, minor changes and modifications to the ~~Development~~ Agreement are authorized as may be necessary or appropriate to allow for a final version mutually acceptable to the parties, with said minor changes and modification being approved by the Town Manager and the Town Attorney. Should the Town Manager or Town Attorney, or both, determine that any modification of previously negotiated terms is significant and warranted further action by Council, then the matter shall be presented to and reviewed by Town Council before the final execution.

5. Merger of Negotiations.

All prior negotiations and representations of both parties are merged into the Agreement, and no prior statement, whether written or oral, shall be binding upon either party unless reduced to writing and contained in the Agreement.

6. Applicable Law.

This Agreement is entered into pursuant to the laws of the State of North Carolina. The real property that is the subject of this Agreement is located within Carteret County, North Carolina.

7. Successors and Assigns.

All the covenants, stipulations, and promises in this Agreement contained, by or on behalf of, or for the benefit of, the Project Developer, shall bind or inure to the benefit of the successors or assigns of the Project Developer.

8. No Joint Venture.

The parties acknowledge the Town is acting solely in a governmental capacity in expanding and enhancing the Town's public infrastructure and spaces, in approving the Agreement and in providing any other approvals related to the Project. Accordingly, the parties further acknowledge that no joint venture is intended or created between the Project Developer (or its affiliates or principals) and the Town.

9. Indemnification.

The Project Developer shall indemnify, defend and hold harmless the Town, as well as its officers, officials and employees, from and against all claims of any nature whatsoever, at law or in equity, arising out of, or related in any manner to the Agreement, the design and construction of the Project excluding only those claims resulting from the breach of this Agreement by the Town or the gross negligence or willful misconduct of the Town, its officers, contractors, agents, officials and/or employees. This provision shall survive termination of the Agreement.

10. Notice.

All notices and communications hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows:

**TOWN:**

Town of Beaufort  
 Attention: Town Manager  
 701 Front St  
 Beaufort, NC 28516

**PROJECT DEVELOPER:**

Thomas F. Taft, Jr.  
 Consolidated Management of Greenville, Inc.  
 d/b/a Taft Family Ventures  
 P.O. Box 566  
 Greenville, NC 27835

Ballou-Lewis Properties, LLC  
 PO Box 662  
 Greenville, NC 27835

**WITH A COPY TO:**

Weatherspoon Voltz Attorneys  
 3201 Glenwood Avenue, Suite 202  
 Raleigh, NC 27612  
 Attn: William H. Weatherspoon, Jr

**11. Miscellaneous.**

If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or

enforceability of the remaining parts and provisions of this Agreement. The waiver of a breach of this Agreement by either party shall operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach. Headings are inserted for convenience only and shall not be considered for any other purpose. All exhibits referenced above (including all attachments thereto) are attached hereto and incorporated herein as part of the Agreement.

12. Conditional Agreement.

This Agreement shall be null and void and of no further force and effect in the event the Developer is not successful in obtaining all Approvals to construct and finance the Project.

13. Deed Restriction.

Upon receipt of all Approvals to construct and finance the Project, the Project Developer shall record a Deed restriction against the Property, which shall reference the obligations set forth herein relative to rental of ten percent (10%) of the residential units as workforce (income restricted) housing. Such Deed restriction shall be binding on the Property for a period of fifteen (15) years.

[Signatures Follow]

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the agreement by providing below the signature of their authorized officers.

WITNESSES:

Beaufort Townes Partners, LLC,  
a North Carolina limited liability company

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas F. Taft, Jr.  
Its: Manager

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Thomas F. Taft, Jr., the duly authorized Manager of Beaufort Townes Partners, LLC, a North Carolina limited liability company.

\_\_\_\_\_  
Notary Public for North Carolina  
My Commission Expires: \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the agreement by providing below the signature of their authorized officers.

WITNESSES:	The Town of Beaufort
_____	By: _____
_____	Name: _____
	Its: _____

STATE OF NORTH CAROLINA	ACKNOWLEDGEMENT
-------------------------	-----------------

COUNTY OF CARTERET

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the duly authorized officer for \_\_\_\_\_ whose name and title appear above.

\_\_\_\_\_  
Notary Public for North Carolina  
My Commission Expires: \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_

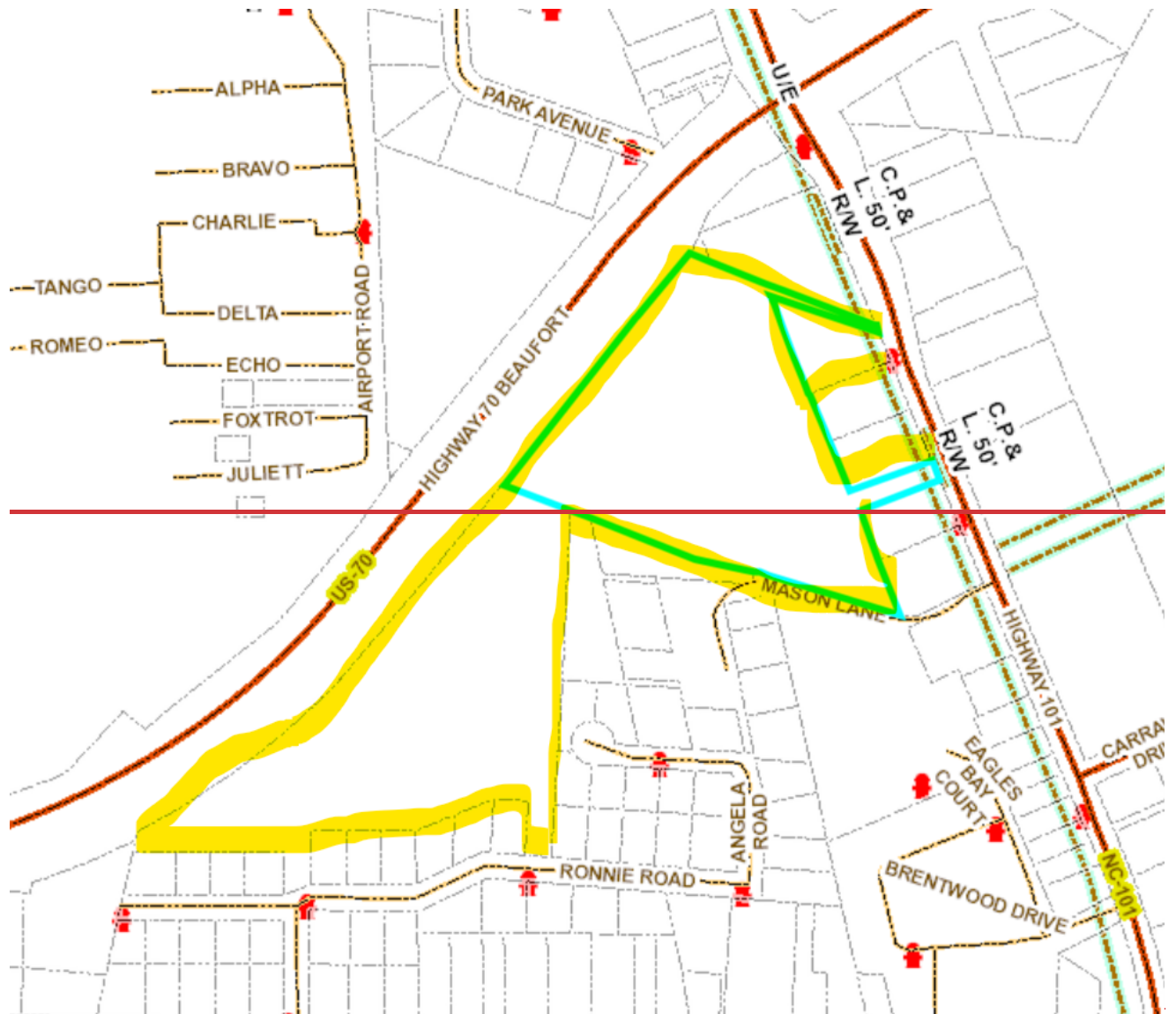
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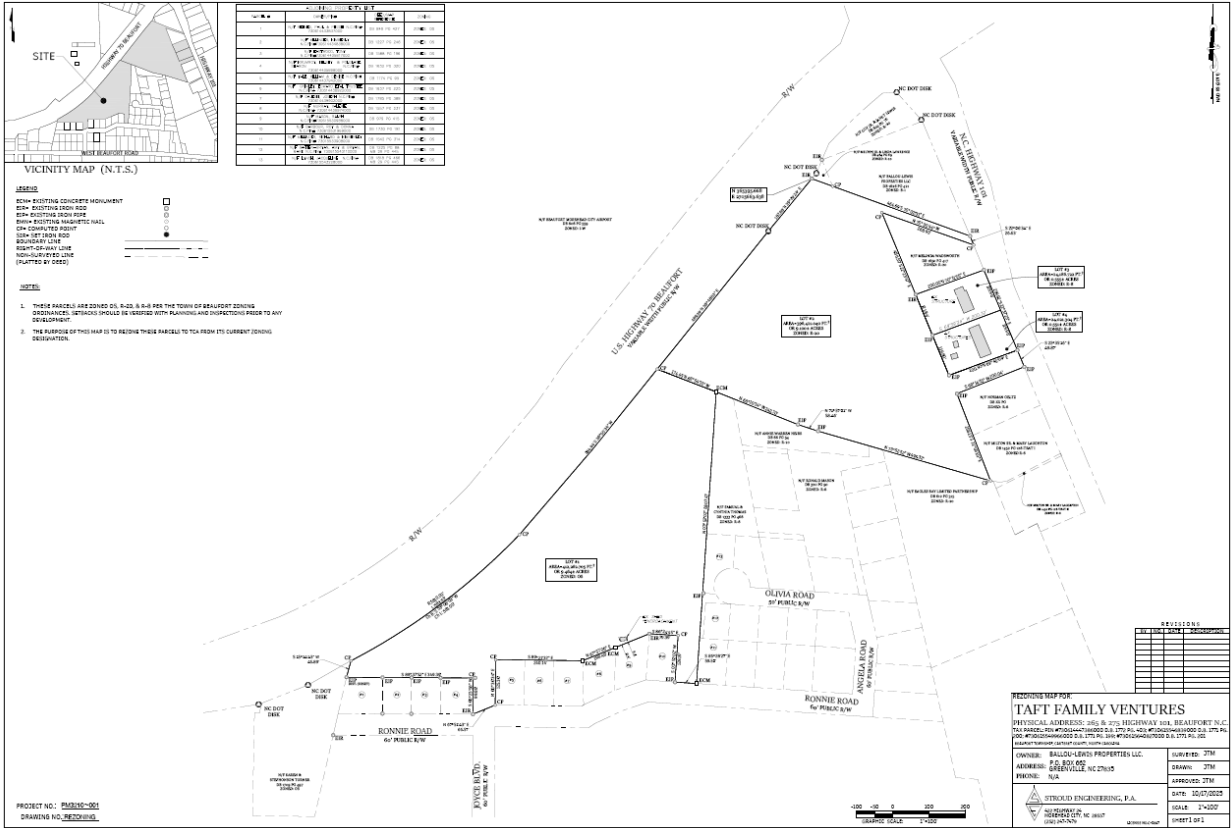
\_\_\_\_\_  
Town Attorney

EXHIBIT A ~~TAX MAP~~

DRAFT







**EXHIBIT B**  
**SITE PLAN**

DRAFT





**EXHIBIT C**  
**Applicant Rental Criteria**  
**Beaufort Townes**

1. All full-time occupants of the apartment that are 18 years of age or older must successfully complete the required Identification Verification process, complete an application and pay the \$75.00 application fee (unless waived because of current specials). An occupant may be considered part-time only if they can show proof of residency in another city or state and\or proof of full-time student status where residency is established in another city or state. The occupant must not spend 15 or more consecutive nights at the apartment in any given 30-day period.
2. Monthly rent to income ratio must meet the following criteria:
- A. Rent to income ratio be **less than or equal to 33%** for standard application and administration fee approval. Standard Security Deposit is \$99.00 and Standard Administrative Fee is \$250.00 applies
  - B. Monthly rent to income ratios **between 34% and 40%** will result in a 2<sup>nd</sup>-tier application and administration fee approval. Second Tier Security Deposit is \$198.00 and Second Tier Administrative Fee is \$500.00.
  - C. Monthly rent to income ratios that are **more than 40%** will require a guarantor.

Housing Vouchers or Housing Assistance awards will be considered part of the applicant’s total monthly income and will be weighed into the total calculation along with other forms of verified monthly income and applied to the standards detailed above.

Applicants qualifying for the Workforce units must meet the following income requirements. Max Income for 2025:

Rental Criteria	<80% Income
1 Person	\$ 57,120
2 Person	\$ 65,280
3 Person	\$ 73,440
4 Person	\$ 81,600
5 Person	\$ 88,160

3. Identity is verified through our website AI software, using any government issued identification card and a live “selfie” photo to certify applicant identity (Note Military issued IDs are not accepted due to photocopy laws and restrictions). Following identity verification, applications are screened and approved based on a Tiered Screening process that is designed to estimate the relative financial risk of leasing an apartment to the applicant(s). This process offers an objective and consistent way of reviewing relevant applicant information and offers 2 tiers of approval based on the financial risk determined from factors we have chosen. Below is an explanation of the factors:
- A. The following items will individually and collectively be factored into the scoring process:
    - a. Public Records for Civil Judgments for unpaid accounts above \$100.00, excluding medical and educational loans.
    - b. Collections for unpaid accounts above \$100.00, excluding medical and educational loans.

- c. Foreclosures.
- d. Collections, Charge- Offs, Late Payment history.

B. The following items will individually be factored into the process and will result in the application being denied.

- a. Landlord\Tenant Records for judgments and evictions, that occurred in the last 84, or less months.
- b. Landlord\Tenant Records for court filings that occurred in the last 24, or less months.
- c. Bankruptcy that occurred in the last 12, or less, months.
- d. Multi-Family Collections that occurred in the last 84, or less months.
- e. Rental History indicating 3 or more late payments, and/or 3 or more NSF payments in a 12-month period.

C. Other independent items that will be factored into the screening process:

- a. If Utility Debt is found, the applicant must pay the debt in full and provide proof of payment to be approved.
- b. A Multi-State Sex Offender Registry check will be performed and, if found, the application(s) will be referred to the Corporate Office for review.
- c. A criminal background check will be processed and if a criminal conviction is found the application(s) will be referred to the Corporate Office for review.

4. a. If an application is denied, based on our screening criteria, unless due to unpaid multi-family collections, court filings, evictions, or judgements, the applicant can elect to pay a 2<sup>nd</sup> tier security deposit and administrative fee and an amount equal to 2 times the market rent. The 2<sup>nd</sup> tier administrative fee and 2 months’ rent up front must be paid by certified funds once being notified of the denial, and no more than 48 hours after, and the security deposit must be paid on or before the beginning date of the lease term. Income requirements must still be met. The prepaid rent amount will be applied to rent due at move in and future rent.
- b. If our Screening results in criminal history or Multi- State Sex Offender registry findings, and the applicant is denied following review from corporate staff, the denial will remain, and any paid Administrative Fees will be refunded.
5. Occupancy standards specified below would also include a plus “+1” option for all apartments. For consideration regarding an exception to this policy, applicants will have the option to complete a Reasonable Accommodation form.

<u>1 Bedroom</u>	<u>2 persons</u>
<u>2 Bedrooms</u>	<u>4 persons</u>
<u>3 Bedrooms</u>	<u>6 persons</u>

Should your application be denied, or conditionally accepted, you can learn which factors most negatively influenced the decision by contacting the consumer reporting agency listed below. Additionally, you can obtain a free copy of your consumer report, if you make the request to the consumer reporting agency within 60 days of the adverse action. **Rent Grow** (800) 898-1351 or [Rentgrow.com](http://Rentgrow.com)

**Procedure for Securing an Apartment**

1. Application must be filled out completely with all information needed for approval and it must be dated and signed. If the necessary information is not provided by applicant(s) when the application is submitted the applicant must provide information requested within 48 hours of our request.



2. The application fee (per adult applicant, which is anyone at/over the age of 18) must be paid (unless waived because of current specials).
3. The standard administrative fee must be paid and if the application process results in a 2<sup>nd</sup> tier approval, the remaining administrative fee must be paid upon notification of the 2<sup>nd</sup> tier approval and no more than 48 hours after.
4. Applicant(s) must choose the apartment they are applying for.
5. Applicant(s) must sign a lease within 3 working days of the day they are notified that the approval process is complete and they are approved unless the scheduled move in date is within 3 days of the approval notification date. Applicants have until the end of the 3rd day to sign the lease agreement. If the lease agreement has not been signed by the end of the 3rd day, the applicant will be considered a back out and will forfeit the administrative fee. Simply stated, the applicant can back out of the agreement within 3 days of approval or will be considered a back out if the lease is not signed by then end of the 3rd day.
6. After the lease has been signed and the 3-day period has expired, the lease agreement will act as a contract and all financial obligations under the contract are binding. The beginning date of the lease term will be the move in date and the date signed will be the actual date the lease is signed. The keys will be distributed, and other paperwork will be signed on the move in date.
7. We will allow lessees to sign the lease agreement at separate times, but they do so at their own risk with the understanding that if the additional persons listed as lessee(s) on the lease agreement do not sign the agreement, they are not considered lessee(s) and will not be treated as such. The keys will be distributed, and other paperwork will be signed on the move in date.

### **Procedure for a Temporary Hold**

A prospect can place a "temporary hold" on a specific apartment for 1 day (which is defined as the end of the business day after the date the hold was placed, including Saturday), if they are willing to complete a rental application and pay the application fee and administrative fee. We will then "pencil" their name in for that apartment, but we will not run the application or deposit the checks during the hold period. If the prospects have not contacted us by the end of the next business day the hold will be removed and the application fee and administrative fee will be mailed back to the prospect(s) at the address they provided on the application unless another address has been provided. Once the hold is removed, the apartment will immediately become available to the next prospect.

### **Waiting List Policy**

When our current availability does not meet the needs or desires of a prospect or their desired move in date exceeds the time allowed (based on current occupancy), the prospect can elect to be placed on a waiting list for regular or workforce units. In order to be placed on the waiting list the following must occur:

An application must be completed by all persons 18 years of age or older. The application fee must be paid (unless waived because of current specials). If/when an apartment meeting their specifications becomes available we will notify the applicants and will give them until the end of the next business day to pay the administrative fee, notify us of their intent to secure the apartment and begin the application approval process. During this time we will "hold" the apartment for them, but if they have not paid the administrative fee and notified us of their intent to secure the apartment by the end of the next business day, the "hold" will be removed and we will call the next person on the waiting list and follow the same procedure. At this point the apartment will be rented to the prospect that begins the process of securing the apartment 1<sup>st</sup>.

### **Animal Policy**

Restricted breeds include Rottweilers, and Bully Breeds, including but not limited to the American Bully, American Pocket Bully, American Pit Bull, American Staffordshire Terrier, Bull Terrier, Cane Corso, Dogo Argentino, Shorty Bull, American Bulldog, Pacific Bulldog AND any mix of the Rottweiler or Bully breeds.

Limit 3 animals per apartment and all animal owners must provide the following documentation prior to lease signing:

- Current vet records for each animal, that includes the animal breed, estimated weight at full growth, and rabies vaccination.

- A picture of the animal.
- Proof of Renters Insurance that allows the properties insurance company to subrogate against the Lessee (Provided prior to Move In).

**Guarantor Rental Criteria**  
**Beaufort Townes**

1. All guarantors must successfully complete the required Identification Verification process, complete an application and pay the \$25.00 application fee.
2. Monthly rent to income ratio for guarantors must be less than or equal to 25%.
3. Guarantor Identity is verified through our website AI software, using any government issued identification card and a live “selfie” photo to certify applicant identity (Note Military issued IDs are not accepted due to photocopy laws and restrictions). Following identity verification, applications are screened and approved based on a standardized Screening process that is designed to estimate the relative financial risk of leasing an apartment to the applicant(s) and their guarantor, based on the financial risk determined from factors we have chosen. Below is an explanation of the factors:
  - A. The following items will individually and collectively be factored into the scoring process:
    - a. Public Records for Civil Judgments for unpaid accounts above \$100.00, excluding medical and educational loans.
    - b. Collections for unpaid accounts above \$100.00, excluding medical and educational loans.
    - c. Foreclosures.
    - d. Collections, Charge- Offs, Late Payment history.
  - B. The following items will individually be factored into the process and will result in the application being denied.
    - a. Landlord\Tenant Records for judgments and evictions, that occurred in the last 84, or less months.
    - b. Landlord\Tenant Records for court filings that occurred in the last 24, or less months.
    - c. Bankruptcy that occurred in the last 12, or less, months.
    - d. Multi-Family Collections that occurred in the last 84, or less months.
    - e. Rental History indicating 3 or more late payments, and/or 3 or more NSF payments in a 12-month period.

Should your application be denied, or conditionally accepted, you can learn which factors most negatively influenced the decision by contacting the consumer reporting agency listed below. Additionally, you can obtain a free copy of your consumer report, if you make the request to the consumer reporting agency within 60 days of the adverse action. **Rent Grow** (800) 898-1351 or Rentgrow.com

**EXHIBIT D**  
**AREA MEDIAN INCOME SET-ASIDE &**  
**LEASE UP AND NEXT AVAILABLE UNIT**  
**POLICIES & PROCEDURE**

The proposed townhome development, tentatively named Beaufort Townes, has agreed to set aside Ten Percent (10%) of the one hundred five (105) residential units to serve workforce housing for households that earn 80% of Carteret County's Area Median Income. The property will be managed by an affiliated company of the Owner, Taft Management Group (TMG), which has extensive experience managing multi-family properties throughout the southeast.

The workforce units will be marketed to and occupied by households that earn too much to qualify for traditional subsidized housing but not enough to afford market-rate housing and who also meet TMG's Applicant Rental Criteria. During the application process, TMG will require all applicants to provide income verification. Households which have an income less than or equal to 80% of Carteret County's Area Median Income (based on a four-person household) will qualify for and be offered occupancy in one of the aforementioned set-aside units.

**Occupancy & Reporting**

Occupancy in the set-aside units will be based on the household's income and their ability to meet all of the occupancy criteria as established by TMG. Rents in the set-aside units will be discounted to reflect HUD-approved rents based on the income of the household. TMG will provide bi-annual reporting to the Town of Beaufort to verify the HUD-established Area Median Income. The report will also confirm the number of qualified tenants occupying set-aside units and will provide an overall percentage as it pertains to overall occupancy.

**Next Available Unit Policy**

TMG, as part of the initial project lease-up, will identify applicants that meet the income and occupancy requirements for the set-aside units. These units will be leased-up at the same time as the market rate units until the 10% occupancy level is reached for the workforce housing set-aside. In addition, TMG will seek to distribute the set-aside units/tenants randomly throughout the community to avoid concentrating the set-aside units in any one area/building. The set-aside units will be of the same finishes and type as the market rate units at the property.

Following initial lease-up, when a set-aside unit is vacated, herein defined as the "Next Available Unit," TMG will engage in a commercially reasonable manner to lease the Next Available Unit to an 80% AMI qualified household. If a tenant who meets all of the income and occupancy requirements cannot be located within thirty (30) days of the unit being vacated, TMG will have the authority to lease that unit to a household that exceeds the minimum household income based on 80% AMI standards.

In the event that a previously occupied set-aside unit is leased to a household that is over-income (as it pertains to 80% AMI standards), the Next Available Unit in the community shall be marketed to an 80% (or below) household for the same thirty (30) day period.

All of the above shall meet/exceed all Federal Fair Housing Guidelines.

STATE OF NORTH CAROLINA  
TOWN OF BEAUFORT

*BEAUFORT TOWNES PROJECT*

Sewer Allocation and Workforce Housing Agreement for a Project Located at Tax Parcels:  
730614447386000, 730615546839000, 730615549966000, & 730615640827000, Beaufort, NC  
28516 (No address Established yet)

This Agreement (the “Agreement”) by and between Beaufort Townes Partners, LLC, a North Carolina limited liability company duly authorized by the Secretary of State of North Carolina to transact business in the State (together with its permitted successors and assigns, the "Project Developer") and the Town of Beaufort, a municipal corporation under the laws of North Carolina (the “Town”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WHEREAS, the Project Developer desires to enter into an agreement with the Town to develop a prominent site into a new development; and

WHEREAS, the proposed project furthers the Town’s goals of economic development and population growth to attract full time residents; and

WHEREAS, the proposed project will offer 10% of the units to be set-aside for work force housing to support rents for households earning 80% of area median household income.

In consideration of and for the mutual exchange of promises set forth in the Agreement, the parties covenant with one another to perform as follows:

1. Project Developer Commitments:

- a. *Development Size and Purpose.* The Project Developer, its agents or assigns, shall be responsible for the design and construction of a townhome for rent community on those certain parcels of real property located in Beaufort, Carteret County, North Carolina, consisting of a total of approximately 19.59 acres, and having Beaufort County Tax Parcel Identification Nos. 730614447386000, 730615546839000, 730615549966000 and 730615640827000 (collectively, the “Property”) as more fully referenced in **Exhibit A and Exhibit B (Site Plan)** attached hereto and incorporated herein. The development shall consist of approximately one hundred and five (105) class A rental townhome units and

related amenities and other improvements on the Property (the “Project”). There will be no short-term rentals available in the Project. The minimal lease period for a unit shall be 3 months. The buildings in the Project will contain four, five, or six townhome units and will be a mix of one story (ADA accessible) and two story. The units will each include an attached one or two car garage, stainless steel appliances, quartz or granite countertops, 42” cabinets, smart unit features, high speed internet, spacious closets and storage. Units will be designed in accordance with Fair Housing Standards and 5% of the units will be handicap (ADA) accessible and one story. The Project will have a leasing office with onsite staff for customer service and maintenance. Amenities will include swimming pool, dog park, pickleball, mail kiosk, greenspace, and sidewalks around the site for resident connectivity. If the Town establishes a trail system in the vicinity of the Project, the Project Developer would be very interested in supporting connectivity to it with existing sidewalks or other access. The exterior of the buildings will include different siding/roofing materials, and coastal colors to be in keeping with the housing styles and charm of Beaufort. The Project Developer desires to create a sense of community for long term and new residents to enjoy the Beaufort community and its amenities to help fill gaps in the slower off-season times for the year.

- b. To assist the Town as it works toward achieving *Goal 3.1.2* in the Town’s Comprehensive and CAMA Land Use Plan of 2023, no less than ten percent (10%) of the residential units shall be made available as workforce (income restricted) housing units which shall be blended into the Project and shall be of the same quality as the market rate units. The available workforce housing units shall consist generally of the same unit mix (2- and 3-bedroom units) and features as the other units in the Project and shall be made available for lease to tenants in whose incomes are at or below 80% of the area median household income (“AMI”) as determined annually by the U.S. Department of Housing and Urban Development for the Beaufort, NC (Carteret County) Metropolitan Statistical Area. Rents for the workforce units, which shall not exceed HUD’s maximum percentage of a family’s monthly adjusted income (currently set at 30%) for programs targeted at families at or below 80% of the AMI, the rents may increase from calendar year to calendar year throughout the term hereof at the rate of the greater of two percent (2%) or the percentage

increase in 80% AMI as determined by HUD for the Beaufort Metropolitan Statistical Area. Copies of the applicant rental criteria and next available unit policies and procedures applicable to the Project for the period of this Agreement are attached hereto as **Exhibit C and Exhibit D**.

- c. *Intended Market and Relevance to Town.* Significant redevelopment and conversion of vacant and underutilized land into single-family for sale uses has occurred in the Beaufort market mainly near downtown, but there is a lack of quality rental townhomes available outside of the downtown areas (transition area) for residents that are not looking to own and maintain their own properties. The Property was originally farmland and is currently wooded with two older homes located on Highway 101. The Town has interest in seeing the construction of more housing choices for residents in Beaufort while also providing “affordable” housing for teachers, police, fire, health care providers, public servants, etc. The Property is surrounded by major roads, Highway 101 and the new Highway 70 bridge over Gallant’s Channel, and borders the Michael J. Smith Field, perfectly situated to be a major gateway into the Town. The Project Developer acknowledges that a significant motivation for the Town in providing the Project with its limited sewer infrastructure is to achieve the market goal of enhancements that align with community goals to encourage the economic redevelopment of areas outside of the downtown Front Street and the Taylor’s Creek area. The Project Developer further acknowledges the Town seeks the development of townhome rental housing that will increase the housing choices available to existing, and attracting new Town residents for both market rate and work force rental offerings. The target market is a blend of young, middle-aged and senior residents, whether the same are working professionals, families, workforce employees or retirees.
- d. *Design.* Project Developer acknowledges that architectural design is a key consideration for the Town. The Project Developer has significant experience in developing townhome and multi-family housing projects in urban and suburban locations and have provided the Town with examples of other townhome and multi-family projects it has developed to highlight the Project Developer’s work which is indicative of its emphasis on high quality design and construction. The Project Developer acknowledges that its commitment

regarding the Project's comparability to its other projects that are key considerations in the Town's provision to support the Project.

- e. *Developer Investment.* The Project Developer covenants that it intends, utilizing commercially reasonable efforts, to make an investment through land, equity, loans, and other sources estimated to be Twenty-Eight Million and 00/100 Dollars (\$28,000,000) in design, development and construction in the Project. The Town acknowledges this investment will significantly increase the Town's tax base for the tax parcels once all improvements of the Project are completed. This increased tax base will assist the Town in achievement of its long-term goals.
- f. *Compliance with Law.* Construction of the Improvements shall be performed in a good, safe and workmanlike manner and in accordance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the Improvements including, without limitation the Americans with Disabilities Act as well as all building code requirements then in effect.
- g. *Performance Data.* Because the Town is interested in continuing to provide quality affordable, workforce housing options to its residents, the Project Developer agrees to share with the Town upon the Town's request (such requests to be made no more frequently than twice each calendar year, or more frequently if reasonably requested by the Town from time to time) its data indicating the Project's performance as it relates to the workforce housing units which comprise a portion of the Project, including but not limited to rent rolls and financial performance related to such units, income criteria, etc.

## 2. Town Commitments:

- a. *Sewer Reservation and Allocation.* For the Project Developer to move forward with the significant investment in designing and entitling the Project, the Town will agree to reserve up to 16,380 gallons a day of wastewater for use by the Project as submitted to the Town in the Project Developer's application dated Aug 6, 2025. This allocation will be reserved for up to 24 months as the Project Developer works to complete the permitting and gain



Town/State approvals for the Project, including rezoning as noted herein, and a loan commitment on terms acceptable to Project Developer (collectively, the “Project Approvals”). The Project Developer will pay applicable reservation fees for the capacity as outlined in the Town’s system development fee schedule once re-zoning for the site is approved.

- b. *Zoning.* The site’s current zoning is a mix of R-20, R-8, and R-8MH. The site is in a zoning area of transition. The Project Developer proposes to recombine the parcels into one parcel with one ownership entity and rezone the site for Townhome, Condominium, and Apartment (TCA). The Future Land Use Plan may require a text amendment so the proposed density will be permitted under the Suburban Residential category. The Town will provide its reasonable best efforts and cooperation with the Project Developer as the rezoning process is navigated by the Project Developer in accordance with the Town planning and zoning processes. The zoning process will run in parallel with the project Town and State approval process for site plan, utilities, and building permitting. Any final rezoning decision is up to the legislative discretion of the Town of Beaufort.
  - c. *Timing.* The Project Developer anticipates it will take up to 12 months to complete the Project design and secure proper zoning from the Town from the execution of this Agreement. Additional extensions are available up to the 24 months (sewer reservation timeframe) which shall not be unreasonably withheld by the Town if the Project Developer encounters variables beyond their control. Any extensions will need to be approved in accordance with the Modification section below.
3. No Assignment Without Consent.

Prior to completion of the duties set forth herein, neither the Town nor the Project Developer are authorized to assign its respective duties under the Agreement to third parties without first having received from the other party a written consent, which consent shall not be unreasonably withheld, executed with the same formality of the Agreement. Notwithstanding the foregoing, the Town does acknowledge and agree that Project

Developer will be utilizing a general contractor to perform the work on the Project and may assign this Agreement to a to-be-formed special purpose entity created for the purpose of owning and operating the Project; which entity shall be owned and/or controlled by Project Developer. Additionally, in the event of a third-party sale of the Project by Project Developer, the rights and obligations of Project Developer hereunder may be transferred by Project Developer to such third-party purchaser upon written notice to the Town.

4. Modification.

No modification of the Agreement shall be binding upon the parties unless the same is first reduced to writing in a document having the same formality as the Agreement and executed by the duly authorized officer for each party. However, minor changes and modifications to the Agreement are authorized as may be necessary or appropriate to allow for a final version mutually acceptable to the parties, with said minor changes and modification being approved by the Town Manager and the Town Attorney. Should the Town Manager or Town Attorney, or both, determine that any modification of previously negotiated terms is significant and warranted further action by Council, then the matter shall be presented to and reviewed by Town Council before the final execution.

5. Merger of Negotiations.

All prior negotiations and representations of both parties are merged into the Agreement, and no prior statement, whether written or oral, shall be binding upon either party unless reduced to writing and contained in the Agreement.

6. Applicable Law.

This Agreement is entered into pursuant to the laws of the State of North Carolina. The real property that is the subject of this Agreement is located within Carteret County, North Carolina.

7. Successors and Assigns.

All the covenants, stipulations, and promises in this Agreement contained, by or on behalf of, or for the benefit of, the Project Developer, shall bind or inure to the benefit of the successors or assigns of the Project Developer.

8. No Joint Venture.

The parties acknowledge the Town is acting solely in a governmental capacity in expanding and enhancing the Town's public infrastructure and spaces, in approving the Agreement and in providing any other approvals related to the Project. Accordingly, the parties further acknowledge that no joint venture is intended or created between the Project Developer (or its affiliates or principals) and the Town.

9. Indemnification.

The Project Developer shall indemnify, defend and hold harmless the Town, as well as its officers, officials and employees, from and against all claims of any nature whatsoever, at law or in equity, arising out of, or related in any manner to the Agreement, the design and construction of the Project excluding only those claims resulting from the breach of this Agreement by the Town or the gross negligence or willful misconduct of the Town, its officers, contractors, agents, officials and/or employees. This provision shall survive termination of the Agreement.

10. Notice.

All notices and communications hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows:

TOWN:

Town of Beaufort

Attention: Town Manager  
 701 Front St  
 Beaufort, NC 28516

PROJECT DEVELOPER:

Thomas F. Taft, Jr.  
 Consolidated Management of Greenville, Inc.  
 d/b/a Taft Family Ventures  
 P.O. Box 566  
 Greenville, NC 27835

Ballou-Lewis Properties, LLC  
 PO Box 662  
 Greenville, NC 27835

WITH A COPY TO:

Weatherspoon Voltz Attorneys  
 3201 Glenwood Avenue, Suite 202  
 Raleigh, NC 27612  
 Attn: William H. Weatherspoon, Jr

11. Miscellaneous.

If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement. The waiver of a breach of this Agreement by either party shall operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach. Headings are inserted for convenience only and shall not be considered for any other purpose. All exhibits referenced above (including all attachments thereto) are attached hereto and incorporated herein as part of the Agreement.

12. Conditional Agreement.

This Agreement shall be null and void and of no further force and effect in the event the Developer is not successful in obtaining all Approvals to construct and finance the Project.

13. Deed Restriction.

Upon receipt of all Approvals to construct and finance the Project, the Project Developer shall record a Deed restriction against the Property, which shall reference the obligations set forth herein relative to rental of ten percent (10%) of the residential units as workforce (income restricted) housing. Such Deed restriction shall be binding on the Property for a period of fifteen (15) years.

[Signatures Follow]

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the agreement by providing below the signature of their authorized officers.

WITNESSES:

Beaufort Townes Partners, LLC,  
a North Carolina limited liability company

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas F. Taft, Jr.  
Its: Manager

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Thomas F. Taft, Jr., the duly authorized Manager of Beaufort Townes Partners, LLC, a North Carolina limited liability company.

\_\_\_\_\_  
Notary Public for North Carolina  
My Commission Expires: \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the agreement by providing below the signature of their authorized officers.

WITNESSES:	The Town of Beaufort
_____	By: _____
_____	Name: _____
	Its: _____

STATE OF NORTH CAROLINA	ACKNOWLEDGEMENT
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COUNTY OF CARTERET

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the duly authorized officer for \_\_\_\_\_ whose name and title appear above.

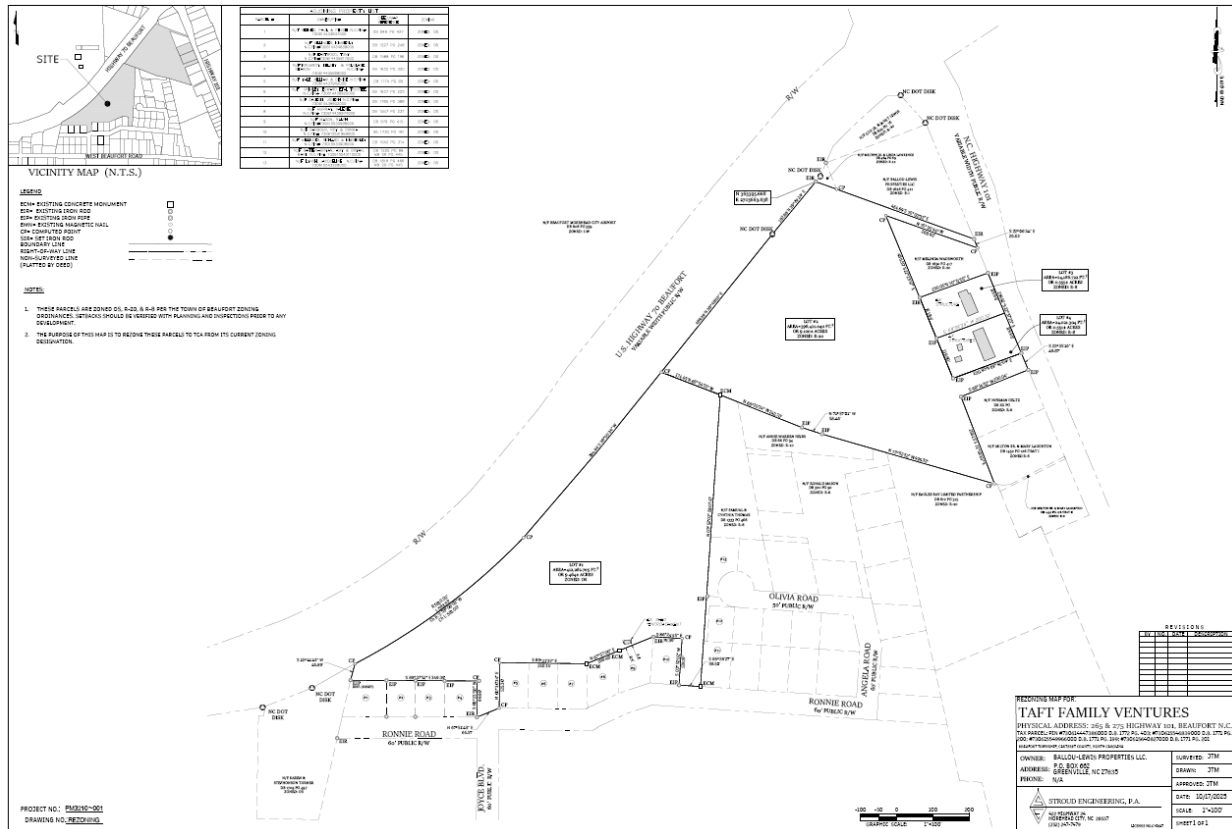
\_\_\_\_\_  
Notary Public for North Carolina  
My Commission Expires: \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney



## EXHIBIT A



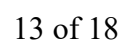


EXHIBIT C

Applicant Rental Criteria  
Beaufort Townes

- 1. All full-time occupants of the apartment that are 18 years of age or older must successfully complete the required Identification Verification process, complete an application and pay the \$75.00 application fee (unless waived because of current specials). An occupant may be considered part-time only if they can show proof of residency in another city or state and\or proof of full-time student status where residency is established in another city or state. The occupant must not spend 15 or more consecutive nights at the apartment in any given 30-day period.
- 2. Monthly rent to income ratio must meet the following criteria:
  - A. Rent to income ratio be **less than or equal to 33%** for standard application and administration fee approval. Standard Security Deposit is \$99.00 and Standard Administrative Fee is \$250.00 applies
  - B. Monthly rent to income ratios **between 34% and 40%** will result in a 2<sup>nd</sup>-tier application and administration fee approval. Second Tier Security Deposit is \$198.00 and Second Tier Administrative Fee is \$500.00.
  - C. Monthly rent to income ratios that are **more than 40%** will require a guarantor.

Housing Vouchers or Housing Assistance awards will be considered part of the applicant’s total monthly income and will be weighed into the total calculation along with other forms of verified monthly income and applied to the standards detailed above.

Applicants qualifying for the Workforce units must meet the following income requirements. Max Income for 2025:

Rental Criteria	<80% Income
1 Person	\$ 57,120
2 Person	\$ 65,280
3 Person	\$ 73,440
4 Person	\$ 81,600
5 Person	\$ 88,160

- 3. Identity is verified through our website AI software, using any government issued identification card and a live “selfie” photo to certify applicant identity (Note Military issued IDs are not accepted due to photocopy laws and restrictions). Following identity verification, applications are screened and approved based on a Tiered Screening process that is designed to estimate the relative financial risk of leasing an apartment to the applicant(s). This process offers an objective and consistent way of reviewing relevant applicant information and offers 2 tiers of approval based on the financial risk determined from factors we have chosen. Below is an explanation of the factors:
  - A. The following items will individually and collectively be factored into the scoring process:
    - a. Public Records for Civil Judgments for unpaid accounts above \$100.00, excluding medical and educational loans.
    - b. Collections for unpaid accounts above \$100.00, excluding medical and educational loans.
    - c. Foreclosures.

- d. Collections, Charge- Offs, Late Payment history.
- B. The following items will individually be factored into the process and will result in the application being denied.
- a. Landlord\Tenant Records for judgments and evictions, that occurred in the last 84, or less months.
  - b. Landlord\Tenant Records for court filings that occurred in the last 24, or less months.
  - c. Bankruptcy that occurred in the last 12, or less, months.
  - d. Multi-Family Collections that occurred in the last 84, or less months.
  - e. Rental History indicating 3 or more late payments, and/or 3 or more NSF payments in a 12-month period.
- C. Other independent items that will be factored into the screening process:
- a. If Utility Debt is found, the applicant must pay the debt in full and provide proof of payment to be approved.
  - b. A Multi-State Sex Offender Registry check will be performed and, if found, the application(s) will be referred to the Corporate Office for review.
  - c. A criminal background check will be processed and if a criminal conviction is found the application(s) will be referred to the Corporate Office for review.
4. a. If an application is denied, based on our screening criteria, unless due to unpaid multi-family collections, court filings, evictions, or judgements, the applicant can elect to pay a 2<sup>nd</sup> tier security deposit and administrative fee and an amount equal to 2 times the market rent. The 2<sup>nd</sup> tier administrative fee and 2 months' rent up front must be paid by certified funds once being notified of the denial, and no more than 48 hours after, and the security deposit must be paid on or before the beginning date of the lease term. Income requirements must still be met. The prepaid rent amount will be applied to rent due at move in and future rent.
- b. If our Screening results in criminal history or Multi- State Sex Offender registry findings, and the applicant is denied following review from corporate staff, the denial will remain, and any paid Administrative Fees will be refunded.
5. Occupancy standards specified below would also include a plus "+1" option for all apartments. For consideration regarding an exception to this policy, applicants will have the option to complete a Reasonable Accommodation form.
- |            |           |
|------------|-----------|
| 1 Bedroom  | 2 persons |
| 2 Bedrooms | 4 persons |
| 3 Bedrooms | 6 persons |

Should your application be denied, or conditionally accepted, you can learn which factors most negatively influenced the decision by contacting the consumer reporting agency listed below. Additionally, you can obtain a free copy of your consumer report, if you make the request to the consumer reporting agency within 60 days of the adverse action. **Rent Grow** (800) 898-1351 or Rentgrow.com

#### Procedure for Securing an Apartment

1. Application must be filled out completely with all information needed for approval and it must be dated and signed. If the necessary information is not provided by applicant(s) when the application is submitted the applicant must provide information requested within 48 hours of our request.
2. The application fee (per adult applicant, which is anyone at/over the age of 18) must be paid (unless waived because of current specials).

3. The standard administrative fee must be paid and if the application process results in a 2<sup>nd</sup> tier approval, the remaining administrative fee must be paid upon notification of the 2<sup>nd</sup> tier approval and no more than 48 hours after.
4. Applicant(s) must choose the apartment they are applying for.
5. Applicant(s) must sign a lease within 3 working days of the day they are notified that the approval process is complete and they are approved unless the scheduled move in date is within 3 days of the approval notification date. Applicants have until the end of the 3rd day to sign the lease agreement. If the lease agreement has not been signed by the end of the 3rd day, the applicant will be considered a back out and will forfeit the administrative fee. Simply stated, the applicant can back out of the agreement within 3 days of approval or will be considered a back out if the lease is not signed by then end of the 3rd day.
6. After the lease has been signed and the 3-day period has expired, the lease agreement will act as a contract and all financial obligations under the contract are binding. The beginning date of the lease term will be the move in date and the date signed will be the actual date the lease is signed. The keys will be distributed, and other paperwork will be signed on the move in date.
7. We will allow lessees to sign the lease agreement at separate times, but they do so at their own risk with the understanding that if the additional persons listed as lessee(s) on the lease agreement do not sign the agreement, they are not considered lessee(s) and will not be treated as such. The keys will be distributed, and other paperwork will be signed on the move in date.

### **Procedure for a Temporary Hold**

A prospect can place a “temporary hold” on a specific apartment for 1 day (which is defined as the end of the business day after the date the hold was placed, including Saturday), if they are willing to complete a rental application and pay the application fee and administrative fee. We will then “pencil” their name in for that apartment, but we will not run the application or deposit the checks during the hold period. If the prospects have not contacted us by the end of the next business day the hold will be removed and the application fee and administrative fee will be mailed back to the prospect(s) at the address they provided on the application unless another address has been provided. Once the hold is removed, the apartment will immediately become available to the next prospect.

### **Waiting List Policy**

When our current availability does not meet the needs or desires of a prospect or their desired move in date exceeds the time allowed (based on current occupancy), the prospect can elect to be placed on a waiting list for regular or workforce units. In order to be placed on the waiting list the following must occur:

An application must be completed by all persons 18 years of age or older. The application fee must be paid (unless waived because of current specials). If/when an apartment meeting their specifications becomes available we will notify the applicants and will give them until the end of the next business day to pay the administrative fee, notify us of their intent to secure the apartment and begin the application approval process. During this time we will “hold” the apartment for them, but if they have not paid the administrative fee and notified us of their intent to secure the apartment by the end of the next business day, the “hold” will be removed and we will call the next person on the waiting list and follow the same procedure. At this point the apartment will be rented to the prospect that begins the process of securing the apartment 1<sup>st</sup>.

### **Animal Policy**

Restricted breeds include Rottweilers, and Bully Breeds, including but not limited to the American Bully, American Pocket Bully, American Pit Bull, American Staffordshire Terrier, Bull Terrier, Cane Corso, Dogo Argentino, Shorty Bull, American Bulldog, Pacific Bulldog AND any mix of the Rottweiler or Bully breeds.

Limit 3 animals per apartment and all animal owners must provide the following documentation prior to lease signing:

- Current vet records for each animal, that includes the animal breed, estimated weight at full growth, and rabies vaccination.
- A picture of the animal.

- Proof of Renters Insurance that allows the properties insurance company to subrogate against the Lessee (Provided prior to Move In).

**Guarantor Rental Criteria  
Beaufort Townes**

1. All guarantors must successfully complete the required Identification Verification process, complete an application and pay the \$25.00 application fee.
2. Monthly rent to income ratio for guarantors must be less than or equal to 25%.
3. Guarantor Identity is verified through our website AI software, using any government issued identification card and a live “selfie” photo to certify applicant identity (Note Military issued IDs are not accepted due to photocopy laws and restrictions). Following identity verification, applications are screened and approved based on a standardized Screening process that is designed to estimate the relative financial risk of leasing an apartment to the applicant(s) and their guarantor, based on the financial risk determined from factors we have chosen. Below is an explanation of the factors:
  - A. The following items will individually and collectively be factored into the scoring process:
    - a. Public Records for Civil Judgments for unpaid accounts above \$100.00, excluding medical and educational loans.
    - b. Collections for unpaid accounts above \$100.00, excluding medical and educational loans.
    - c. Foreclosures.
    - d. Collections, Charge- Offs, Late Payment history.
  - B. The following items will individually be factored into the process and will result in the application being denied.
    - a. Landlord\Tenant Records for judgments and evictions, that occurred in the last 84, or less months.
    - b. Landlord\Tenant Records for court filings that occurred in the last 24, or less months.
    - c. Bankruptcy that occurred in the last 12, or less, months.
    - d. Multi-Family Collections that occurred in the last 84, or less months.
    - e. Rental History indicating 3 or more late payments, and/or 3 or more NSF payments in a 12-month period.

Should your application be denied, or conditionally accepted, you can learn which factors most negatively influenced the decision by contacting the consumer reporting agency listed below. Additionally, you can obtain a free copy of your consumer report, if you make the request to the consumer reporting agency within 60 days of the adverse action. **Rent Grow** (800) 898-1351 or Rentgrow.com

**EXHIBIT D**

**AREA MEDIAN INCOME SET-ASIDE &  
LEASE UP AND NEXT AVAILABLE UNIT  
POLICIES & PROCEDURE**

The proposed townhome development, tentatively named Beaufort Townes, has agreed to set aside Ten Percent (10%) of the one hundred five (105) residential units to serve workforce housing for households that earn 80% of Carteret County's Area Median Income. The property will be managed by an affiliated company of the Owner, Taft Management Group (TMG), which has extensive experience managing multi-family properties throughout the southeast.

The workforce units will be marketed to and occupied by households that earn too much to qualify for traditional subsidized housing but not enough to afford market-rate housing and who also meet TMG's Applicant Rental Criteria. During the application process, TMG will require all applicants to provide income verification. Households which have an income less than or equal to 80% of Carteret County's Area Median Income (based on a four-person household) will qualify for and be offered occupancy in one of the aforementioned set-aside units.

**Occupancy & Reporting**

Occupancy in the set-aside units will be based on the household's income and their ability to meet all of the occupancy criteria as established by TMG. Rents in the set-aside units will be discounted to reflect HUD-approved rents based on the income of the household. TMG will provide bi-annual reporting to the Town of Beaufort to verify the HUD-established Area Median Income. The report will also confirm the number of qualified tenants occupying set-aside units and will provide an overall percentage as it pertains to overall occupancy.

**Next Available Unit Policy**

TMG, as part of the initial project lease-up, will identify applicants that meet the income and occupancy requirements for the set-aside units. These units will be leased-up at the same time as the market rate units until the 10% occupancy level is reached for the workforce housing set-aside. In addition, TMG will seek to distribute the set-aside units/tenants randomly throughout the community to avoid concentrating the set-aside units in any one area/building. The set-aside units will be of the same finishes and type as the market rate units at the property.

Following initial lease-up, when a set-aside unit is vacated, herein defined as the "Next Available Unit," TMG will engage in a commercially reasonable manner to lease the Next Available Unit to an 80% AMI qualified household. If a tenant who meets all of the income and occupancy requirements cannot be located within thirty (30) days of the unit being vacated, TMG will have the authority to lease that unit to a household that exceeds the minimum household income based on 80% AMI standards.

In the event that a previously occupied set-aside unit is leased to a household that is over-income (as it pertains to 80% AMI standards), the Next Available Unit in the community shall be marketed to an 80% (or below) household for the same thirty (30) day period.

All of the above shall meet/exceed all Federal Fair Housing Guidelines.





## 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](http://www.beaufortnc.org)

### Board of Commissioners Work Session 4:00 PM – Monday, Oct. 27, 2025

**AGENDA CATEGORY:** Items for Discussion and Consideration  
**SUBJECT:** Beaufort Food & Wine's Annual Spring Event

Beaufort Food & Wine has submitted a request regarding their Annual Spring Event. This year, they are seeking permission to host the annual event in downtown Beaufort on April 16, 2026, utilizing three privately operated facilities: Beaufort Historic Grounds, The Vault, and the Watercraft Center. They are asking the Town to waive alcohol restrictions to allow participants to cross Middle Lane, Turner Street, and Front Street with an open container, enabling them to flow between the three locations.

An anticipated 700 tickets will be sold, which would allow participants access to The Vault (A) and BHA (B). These 700 participants will need to cross Middle Lane to access these two locations. Of the 700 tickets, 200 will be VIP tickets with access to all three (A, B, & C) locations. Those 200 participants will need access to cross Turner and Front Streets to reach the Watercraft Center (C).

The event hours are 1-4 p.m. for sites A & B (Vault & BHA). All participants with VIP tickets are required to arrive at the Watercraft Center by 4 p.m. for a band event that will conclude at 6 p.m. The request is for the waiver to be valid from 1-4 p.m.

Beaufort Food & Wine will be providing golf cart shuttles to participants, but the majority will likely walk between the locations.

There are two proposed routes: Route A and Route B. Beaufort Food and Wine prefers Route A as it is more direct.

All event participants are ID-checked and issued a wristband by Beaufort Food & Wine. The alcohol is sample-sized portions of wine.

Request closure of Parking Space #s: 3 spaces on Turner In front of the Vault and BHA) and six spaces on Turner Street in front of BHA.

Event coordinators plan to hire off-duty police staff to provide event security. Additional staff may be necessary due to the alcohol waiver.

Staff met with the event organizer and has talked through both Option A & B.

**REQUESTED ACTION:** Approve or Deny the event application as presented with a specific directive to staff for Option A or B or neither to be implemented.

**SUBMITTED BY:** Rachel Johnson, Public Information Officer

Date Application Received:

3.

Permit Number:



## APPLICATION FOR SPECIAL EVENT PERMIT

Please return completed application form with permit fee and paperwork to:

Events Coordinator, Town of Beaufort

701 Front Street

P.O. Box 390

Beaufort, NC 28516

Phone: (252) 728-2141 Email: [r.johnson@beaufortnc.org](mailto:r.johnson@beaufortnc.org)

Applications submitted late or incomplete may not receive approval and may not be issued a permit.

## EVENT BASICS

Event Name: Beaufort Wine & Food Spring Festival

Location of Event Site: BHA site, The Vault, and Watercraft Center (see below regarding town property needed)

(If more than one site is being requested please be specific and list each one individually below)

Requesting "cross walks" between event sites. Guests walking from point A,B,C with a wine glass/alcoholic  
beverage potentially. See site layout attached for more details.

Run by: Beaufort Wine and Food

Applicant (Organizer) Name: Brittany Pittman Contact # 252-515-0708

Day of Event Contact #: 252-725-7055 Email: beaufortwineandfood@gmail.com

Type of Event:

- ☒ Festival
- ☐ Parade
- ☐ 5K Race
- ☐ 10K Race

- ☐ Music Event
- ☐ Other

**Saturday, April 16**

BP

Actual Event Date(s): Saturday, April 25 2026 Time of Event: 1:00-4:00  
 Set-Up Date: n/a Start Time: \_\_\_\_\_  
 Tear Down Date: n/a End Time: \_\_\_\_\_  
 Estimated Attendance: 700-800 Admission Fees: \$100-\$200

Event Description:

Beaufort Wine and Food's annual spring festival is in it's 21st year. It is primarily a tasting event where attendees grab a wine glass and meander their way through tents tasting hundreds of wines and taste delicious bites of food. Proceeds from events are given to local area non-profits and causes with 1.3 million given to date. The 4 day event brings well over 1,000 room nights to the county and sells out Beaufort. There has been expressed interest to bring it back downtown where it all began in 2005.

## ORGANIZER/APPLICANT INFORMATION

Name of Organization: Beaufort Wine & Food  
 Primary Contact Person: Brittany Pittman  
 Mailing Address: 129 Middle Lane Beaufort NC 28553  
 Email: beaufortwineandfood@gmail.com  
 Daytime Phone #: 252-515-0708 Cell Phone #: 252-725-7055  
 Alternate Contact Person: Lindsay Parker Phone #: 252-646-3004  
 Is your group a non-profit organization? yes If yes, please provide documentation with your application.

## SITE PLAN

Site Plan Attached

- ☒ Yes
- ☐ No

(If you need help, please set up a meeting with the Town of Beaufort's Events Coordinator)

A detailed site plan must be included with your event application. The following, should they be relevant, must be included in your Site Plan.

- Location of all tents and temporary structures
- Location of requested barricades and road closures
- Emergency exits
- Fire extinguishers, propane storage
- Location of command post, medical & first aid station, emergency vehicle access points and all exits and entrances (both emergency and for the public)
- Fencing, staging, bleachers, stages, inflatables, etc.
- Food/refreshment tent vendors, refreshment tents
- Food Trucks
- Location of Restrooms
- 5K/10K race routes

If the Site Plan is not submitted with the event application, the deadline is 45 days before the event, otherwise a permit will not be issued.

PARKS & PARKING LOTS REQUESTED

Please mark all that apply:

- ☐ East Parking Lot
- ☐ West Parking Lot
- ☐ Craven Street Parking
- ☐ Middle Lane
- ☐ John Newton Park
- ☐ Lynn Eury Park
- ☐ Grayden Paul Park
- ☐ Topsail Marine Park
- ☒ Other    Please list: all parking spots in front of The Vault and BHA site roped off for BWF use only

**Specific Requirements:** (Extra trash cans/recycling/electrical etc.) Please be specific and include each item on the Site Plan for the desired location. Please note extra charges may apply in accordance to the fee schedule. (Trash/Recycling Carts: \$10 each, Electricity: \$50)

none

## OTHER EVENT DETAILS

3.

Please provide the name and contact information of all outside companies who are providing services during your event. IE: Tent Rentals, Inflatable Rentals, Port-A-Pottie Rentals, etc.


Beaufort Event Rentals

Will there be canon/re-enactment fire during your event? none If yes, please coordinate with the Beaufort Fire Department for safety procedures.

## ALCOHOL

Alcohol at the event YES ☒ NO ☐ Attach all required paperwork. Applicant is responsible for obtaining applicable ABC License and Liquor Liability Insurance. Applicant must provide a clearly marked and contained area for alcohol consumption and hire two Town of Beaufort police officers at a rate of \$50 per hour for the duration. (The Police Chief will review the application for exceptions.) All local, state and Federal laws must be adhered to.

***I/we have read, understand and will comply with the rules outlined by the Town of Beaufort in the Town Code of Ordinances as well as in the Event Procedures.***

X  (Applicant's Signature)

## ROAD CLOSURES

Does your event require a road closure? ☐ YES ☒ NO - see site plan A and B for details

Please provide specifics below:

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time

*If a road closure has any impact on area businesses and/or residents, the applicant will be required to inform all residents and/or businesses in the area of the road closure, by letter or hand-delivered flyer at least 14 days in advance of the event, of the particulars of the approved temporary road closure and any detour route available.*

**Emergency Vehicle Access Requirements:** A road may be closed to regular traffic during an event, but an unobstructed fire lane must be left open at all times for emergency vehicles.

## PARKING/PARKING LOTS

3.

Parking lots required for Event set-up: (Please mark on the site map if applicable) (Please note charges may apply. The rate is \$18 per day per space in the East & West parking lots and \$9 per on street parking space per day for special event closure during Pay-To-Park season).

Please list all parking lots and spaces you are requesting. Spaces are numbered so please be specific. Also please note that parking space closures MUST be approved by the Board of Commissioners. Event organizers are not permitted to acquire additional spaces without Town permission prior to an event.

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All parking spaces in front of The Vault and The Beaufort Historic Site

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Please list off-site Parking Location for Vendors & Event Staff: A letter of permission is required for the use of private property per the event procedures. Please include this with your event application.

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Anne Street United Methodist Parking Lot

---

Bicycle Parking: Yes \_\_\_\_\_ No ☒

Additional Handicap Parking: Yes \_\_\_\_\_ No ☒ Location: \_\_\_\_\_

Event Parking: (Please outline your plan for day of parking for event attendees. Please include parking lot locations and the name/contact information for any shuttle/trolley service):

Shuttle from Beaufort Hotel parking lot provided by Diamond Bus Co.

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## PARADE/WALK INFORMATION

n/a

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Parade Assembly Area: \_\_\_\_\_ Time: \_\_\_\_\_

Parade Dismissal Area: \_\_\_\_\_ Time: \_\_\_\_\_

Parade Start Time: \_\_\_\_\_

## EMERGENCY MANAGEMENT

Route Map Attached: ☒ YES \_\_\_\_\_ NO (Please note a route map is required)

Designated Emergency personal/liaison (onsite): Brittany Pittman

Cell #: 252-725-7055 Other Contact: \_\_\_\_\_

How will your event staff react to severe weather?

If severe weather is forecasted we will monitor and decide to cancel the event if needed

How will you alert visitors to the event to evacuate the site? (If multiple sites are being requested, a plan must be submitted for each location)

Each tent will have visibly marked exit signs. We will have staff alert guests in each tent to proceed to exits in a calm manner and utilize speakers/mics in two areas where they will be available to alert guests to proceed to exits.

### **RISK ASSESSMENT**

It is important for Event Organizers to identify risks and hazards associated with their event and know how to prevent these risks. Please identify possible risks for your event and list below (weather, food, fire, etc.) Please provide details.

With our event being outside, weather is always a possible risk. We cancel events in the cases of severe weather. Food is prepared in commercial kitchens that are health department inspected. Fire extinguishers are readily available in each tent affixed at exit points. We provide a complimentary shuttle service to guests with convenient drop-off points such as local hotels. We also hire at least two off duty police officers.

What training will you provide to your volunteers/staff/participants regarding emergencies?

We always hire at least two off duty police officers and train them of any emergent situations as well as the onsite festival point of contact that is in charge. We have walkies to be able to communicate to one another in these instances.

## **TENTS**

Will you have tents at your event? ☒ YES ☐ NO

Please list the tent sizes: To be confirmed - 40x100, 35x40, 20x40, 60x40 - all on private property. See site layout attachment

If your event includes tents, you must make arrangements with the Beaufort Fire Department for a tent permit.

There is a \$50 fee. Please contact Tammy Turek at (252) 728-4325 to make arrangements. The Tent Permit Application and a list of requirements are available online at [www.beaufortnc.org](http://www.beaufortnc.org).

## **FOOD**

Will there be food served at your event? ☒ YES ☐ NO

If yes, please provide a detailed list of all food vendors. No food is sold, all food samples are provided by local restaurants from health department inspected commercial kitchens.

If yes, have you contacted the Carteret County Health Department to set up inspections? ☐ YES ☒ NO - n/a

All food vendors must have proper licensing, inspections, etc.

## VENDORS

Will there be vendors selling items at your event? ☒ Yes ☐ No - all on private property, not town property

Please note vendors are only permitted to sell during the event hours listed on this application. Any vendor selling before or after the listed hours is in violation and subject to being shut-down.

All vendors must have proper certifications and licenses. They must display the required state sales and use tax information and the event organizer must keep all of this information on file pursuant to North Carolina State laws.

## CHECKLIST

Please submit the following documents with your event application. Once all forms (if applicable) are received and the event is approved an Event Permit will be issued.

- ☐ Tent Permit
- ☐ Detailed Site Plan
- ☐ Detailed Route Map (Parade/5K/10K)
- ☐ Map of Road Closures
- ☐ ABC Permit
- ☐ Health Inspection Documentation
- ☐ Insurance
- ☐ Non-profit documentation
- ☐ Private property parking permission letter
- ☐ List of food vendors
- ☐ List of vendors
- ☐ Application Fee
- ☐ Application Signature

I/We the event organizer Brittany Pittman, on behalf of Beaufort Wine and Food, the party requesting the use of the Town of Beaufort facilities noted in the above application do hereby hold and save harmless and agree to indemnify the Town of Beaufort and its elected officials, directors, officers, employees, servants, agents, contractors and their respective heirs, executors, successors with respect to any and all liability, actions, debts, suits, demands, costs, damages and expenses whatsoever arising wither directly or indirectly as a result of the use of the Town of Beaufort's facilities, park, road or other and in accordance with the provisions contained in this policy. I/We have read and understand this application, the event procedures and the requirements placed upon this applicant and organization. I agree to abide by the Town of Beaufort rules, regulations and ordinances.

Applicant's Signature  Date 8/18/2025

### Internal Use Only

Permission is granted to the applicant and/or sponsoring organization to use the streets/facilities/parks as listed in the application for the special event described.

Permit Issue Date: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_

Insurance Certificate: Yes ☐ No ☐

Permit Fee: Yes ☐ No ☐

BOC Approval Date: \_\_\_\_\_

Police Chief Approval: \_\_\_\_\_

Fire Chief Approval: \_\_\_\_\_



# Beaufort Wine and Food Spring Festival

Saturday, April 16, 2026

Sites:

A- Beaufort Historic Site (Vin de Mer)

B- The Vault (Vin de Mer)

C - Harvey W Smith Watercraft Center  
(The Lounge)

**Site times:**

**A&B - 1:00 - 4:00: 700-800 people flowing  
back and forth**

**have access**

**C - 1:00-6:00: 200 people have access**

**Need permission for guests to travel from sites with alcoholic beverages potentially in hand.  
Road closures not necessary with officers at crossing points.**

**Notes:**

Vin de Mer taking place at sites A & B - approx. 700-800 people flowing back and forth crossing Middle Lane

The Lounge taking place at site C - approx. 200 of the 700-800 people have access to this area with heavy use from 4:00-6:00

200 people approximately crossing back and forth over Front Street to site C. Historically, The Lounge (site C) is not used much from 1:00-4:00 - we do not anticipate much foot traffic to it until 4:00 pm

We will have golf cart shuttles parked in front of sites A & B to transport guests to site C to alleviate pedestrian traffic and for those that cannot walk that distance. All BWF guests will have wristbands.

**Option**

3.



## Beaufort Wine and Food Spring Festival

Saturday, April 16, 2026

Sites:

A- Beaufort Historic Site (Vin de Mer)

B- The Vault (Vin de Mer)

C - Harvey W Smith Watercraft Center

(The Lounge)

Site times:

**A&B - 1:00 - 4:00: 700-800 people  
flowing back and forth**

**C - 1:00 - 4:00: 200 people have access**

**D - 1:00-6:00: 200 people have access**

**Need permission for guests to travel from sites with alcoholic beverages potentially in hand.  
Road closures not necessary with officers at crossing points.**

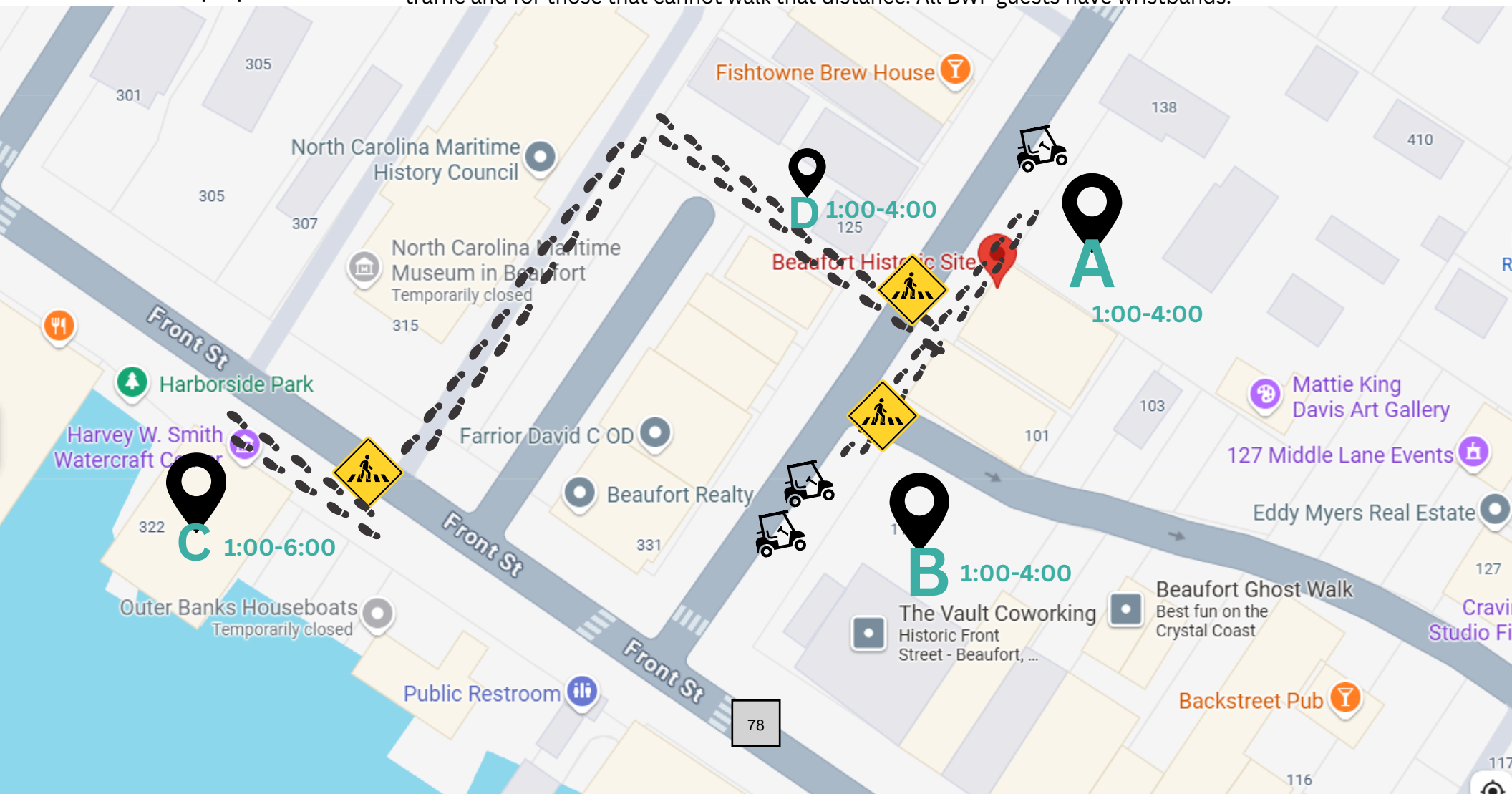
### Notes:

Vin de Mer taking place at sites A & B - approx. 700-800 people flowing back and forth crossing Middle Lane  
The Lounge taking place at site C- approx. 200 people have access to this area with heavy use from 4:00-6:00  
200 people approximately crossing back and forth over Turner Street to visit site D from 1:00-4:00 and site C.  
We will encourage them to stroll through the garden at site D and out the back gate to Front Street.  
Historically, The Lounge, site C, is not used much from 1:00-4:00 - we do not anticipate much foot traffic to it until 4:00 pm

We will have golf cart shuttles parked in front sites A & B to transport guests to site C to alleviate pedestrian traffic and for those that cannot walk that distance. All BWF guests have wristbands.

Option

3.





**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](http://www.beaufortnc.org)

**Board of Commissioners  
Work Session  
4:00 PM Monday, October 27, 2025  
614 Broad Street- Train Depot**

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**AGENDA CATEGORY:** Items for Discussion & Consideration

**SUBJECT:** Beaufort Town Docks Logo Selection

**BRIEF SUMMARY:**

Following the Beaufort Waterfront Operations and Finance (BWOFF) Committee meeting on October 16, 2025, Commissioners Gillikin and Spiegler were tasked with developing a logo for the Beaufort Town Docks. The BWOFF Committee provided feedback and suggestions during the discussion. Commissioner Gillikin will present the proposed design concept and rendering to the Board of Commissioners for review.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Elizabeth Lewis, Assistant Town Manager