



Town of Beaufort, NC

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

Board of Commissioners Regular Meeting 6:00 PM Monday, May 9, 2022 Train Depot, 614 Broad Street Beaufort, NC 28516

Call to Order

Pledge of Allegiance

Roll Call

Agenda Approval

Public Comment

Manager Report

Presentations

- [1.](#) Budget Presentation

Items of Consent

- [1.](#) Minutes
- [2.](#) Case # 22-06 Special Use Permit - Mini Storage 2150 & 2176 Live Oak - Order

Items for Discussion and Consideration

- [1.](#) Case # 22-09 Preliminary/Final Plat - 146 Gibbs Court
- [2.](#) Final Plat – Beaufort East Village Phase I
- [3.](#) Case # 19-19 Site Plan - Compass Hotel - 18 Month extension request/Re-approval
- [4.](#) Sewer Allocation Request- Proposed Compass Hotel
- [5.](#) FY 2022 Budget Amendment 9

Public Hearing

- [1.](#) Annexation Request

Mayor/Commissioner Comments

Adjourn



Town of Beaufort, NC

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**Board of Commissioners
Regular Meeting
6:00 PM Monday, May 9, 2022
Train Depot, 614 Broad Street**

AGENDA CATEGORY: Presentation
SUBJECT: Budget Presentation

SUMMARY:
The Town Manager will present the proposed FY 23 Budget.

SUBMITTED BY:
Todd Clark, Town Manager

BUDGET AMENDMENT REQUIRED:
No



Town of Beaufort, NC

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**Board of Commissioners
Regular Meeting
6:00 PM Monday, May 9, 2022
Train Depot, 614 Broad Street**

AGENDA CATEGORY: Items of Consent
SUBJECT: Minutes

REQUESTED ACTION:
Approval of the April 11th and April 25th meeting minutes.

SUBMITTED BY:
Elizabeth Lewis, Town Clerk

BUDGET AMENDMENT REQUIRED:
No



Town of Beaufort, NC

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

Call to Order

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

Pledge of Allegiance

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

Roll Call

Elizabeth Lewis, Town Clerk, called the roll.

PRESENT:

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

Agenda Approval

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

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

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

The motion carried unanimously.

Public Comment

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

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

Presentations

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

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

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

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

Manager Report

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

- **Public Services:** Performed review of the 30 percent complete plans for the proposed high-rate wastewater effluent infiltration. Participation in a virtual project scoping meeting with representatives from various NC regulatory agencies. Utilities staff and Assistant Town Engineer completed visual inspections, operational tests, and pump capacity verification assessments of Sewer Pump Station number 22 and 23. Continued work to repaint parking lines, numbers and crosswalks in the downtown business area. Staff made provisions for the planting of 18 trees during Arbor Day, May 29th. Staff coordinated and sold surplus items; sales totaling \$9,125. Public Works staff completed remodeling and upfit of the Town Hall kitchen. Staff completed the preparation of the splash pad equipment for the upcoming season.
- **PIO/Parks & Events:** Updates to the Town’s Emergency Response Plan. Preparing materials for Hurricane Awareness month in May. Assisting the Police Department in preparation of a new Community Watch program called, Dog Walker Watch. Planning an Arbor Day celebration and Big Sweep clean-up. Working with event organizers & coordinating staff for multiple upcoming events, which can be found on the Town website. Research/design of park signage and wayfinding signage.

- **Police:** Received traffic safety equipment purchased through a no-match grant (\$21,000); the equipment includes a radar trailer with board and two portable speed limit/data tracking signs. Staff has been in preparation for an annual firearms training, set to be conducted next week.
- **Fire:** Staff reported upfit construction on station 2 continued and is still on track to be completed by late May 2022. The new fire engine for the rural district is currently being built. Staff is reviewing and working to update the Hurricane Plan with key staff employees. AEDs have been purchased and placed in Public Works and Public Utilities; all Town Facilities now have one.
- **Planning & Inspections:** Staff reported the CAMA Land Use Plan & Resilience Plan is set to be presented at the April 18, 2022 Planning Board meeting. In conjunction with the Engineering Department, Planning staff is working to complete the draft ADA Plan.

Items of Consent

1. Minutes
2. NCLM Voting Delegate

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

The motion carried unanimously.

Items for Discussion and Consideration

1. NCDEQ-DWI Spring 2022 Applications

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

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

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

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

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

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

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

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

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

The motion carried unanimously.

2. Abandon Properties in Town

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

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

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

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

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

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

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

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

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

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

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

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

The motion carried unanimously.

Public Hearing

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

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

The motion carried unanimously.

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

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

Commissioner Hollinshed made a motion to close the Public Hearing.

The motion carried unanimously.

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

The motion carried unanimously.

Mayor/Commissioner Comments

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

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

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

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

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

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

Closed Session

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

Commissioner Hagle made a motion to go into closed session.

The motion carried unanimously.

Adjourn

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

The motion carried unanimously.

Sharon Harker, Mayor

Elizabeth Lewis, Town Clerk

QUARTERLY LONG-TERM MOA USER'S GROUP MEETING

Brennan Dooley
Shallow Draft Navigation Project Manager

Todd Horton
Chief of Waterways Management

Wilmington District
Date: 11 April 2022



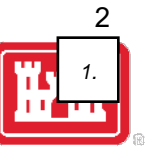
1.



US Army Corps
of Engineers®



AGENDA



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

CURRENT CONDITIONS

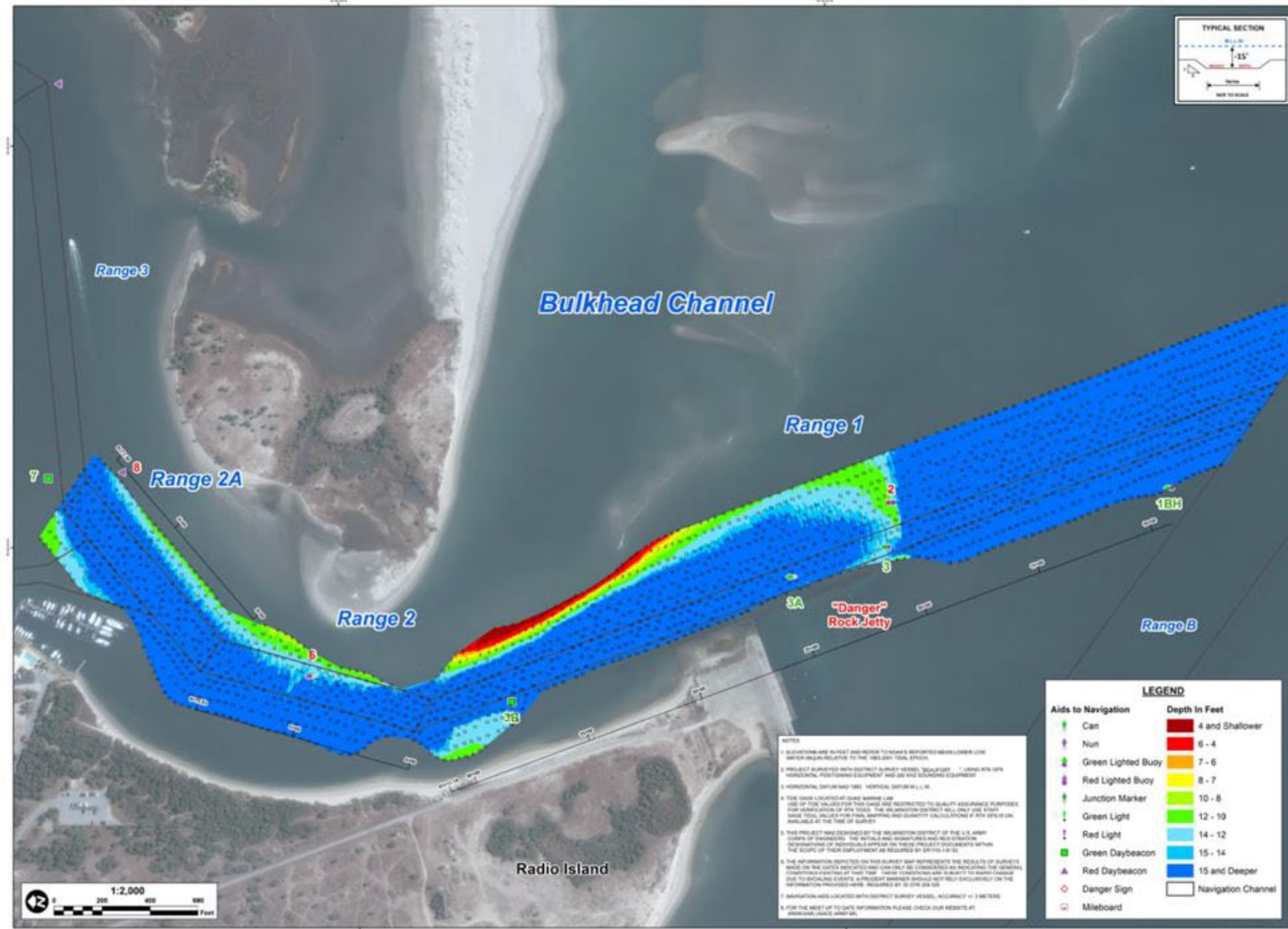


US Army Corps
of Engineers®



BULKHEAD CHANNEL, RANGE 1-2A

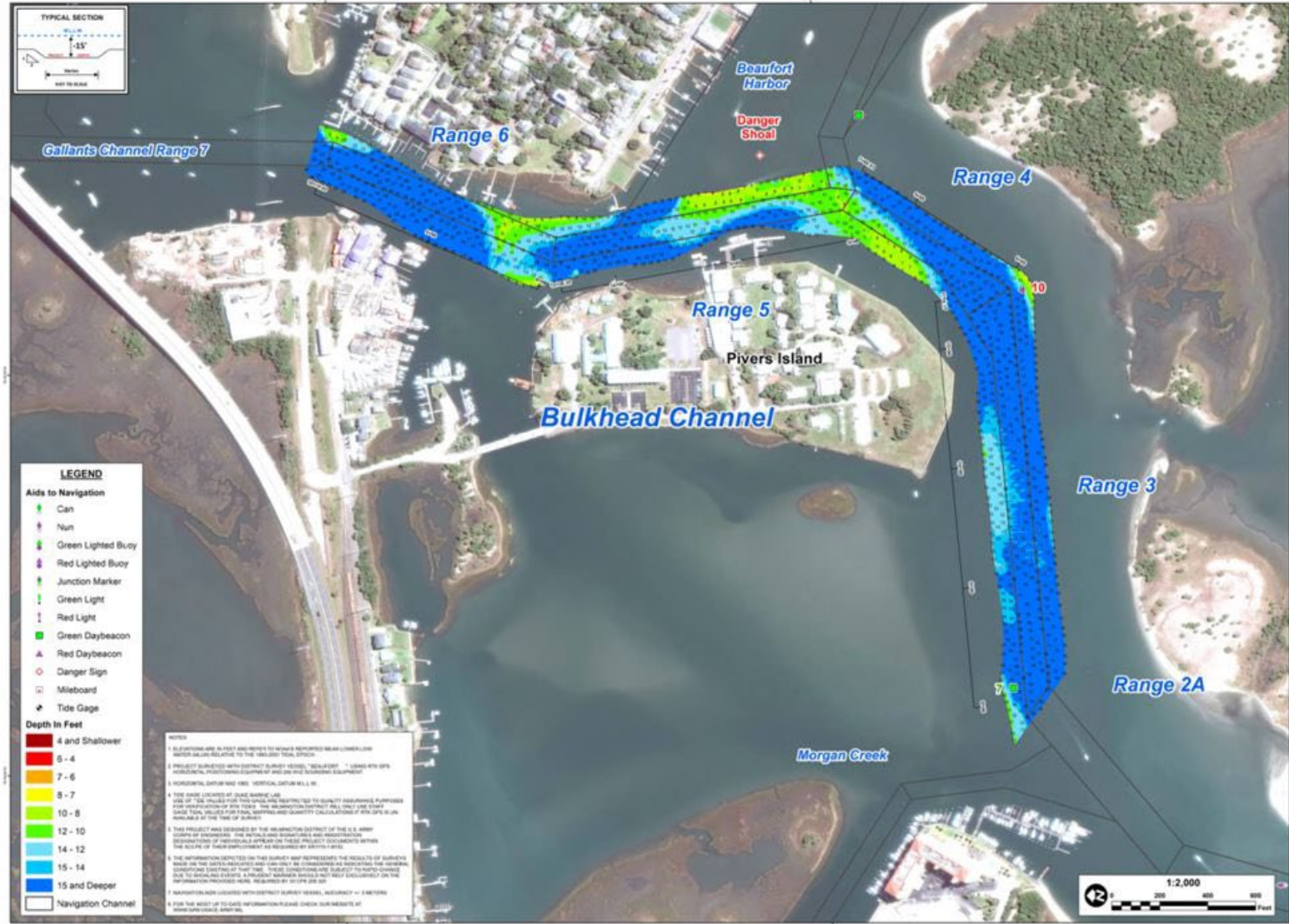
APRIL 6, 2022





BULKHEAD CHANNEL, RANGE 3-6

FEBRUARY 23, 2022



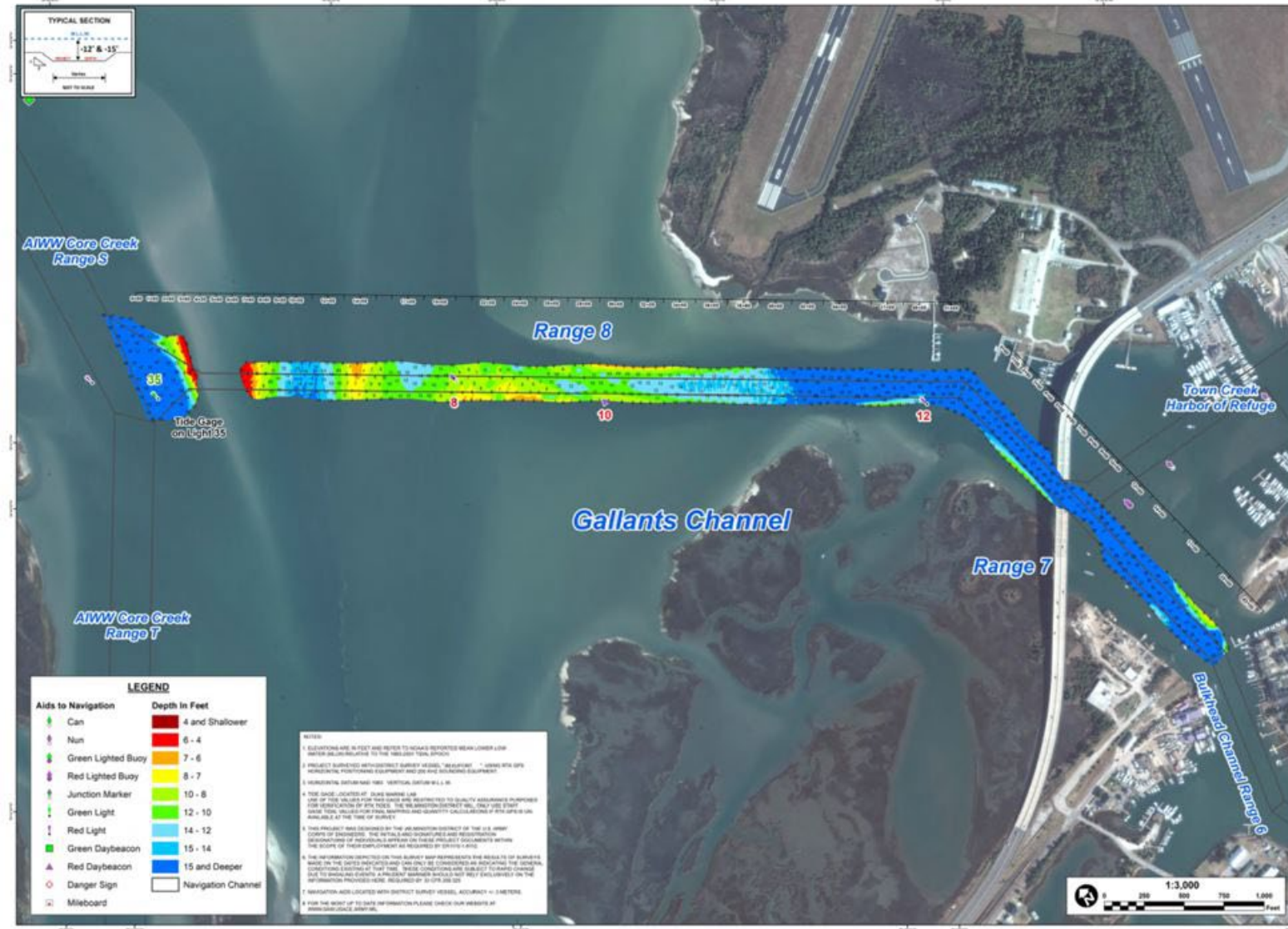
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MAP DATE: 24 FEBRUARY 2022	MAPPED BY: ATRPFGD
MAP SCALE: 1:2,000	PROCESSED BY: KYP05JUD
ISSUANCE DATE: 31 OCTOBER 2021	MAP FILE NAME: BR-01-BOJ-20220223_CS
© 2021 DIGITAL GLOBE HYDROGRAPHIC LICENSE	

HYDROGRAPHIC SURVEY
U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT
Bulkhead Channel
Ranges 3 - 6



GALLANTS CHANNEL

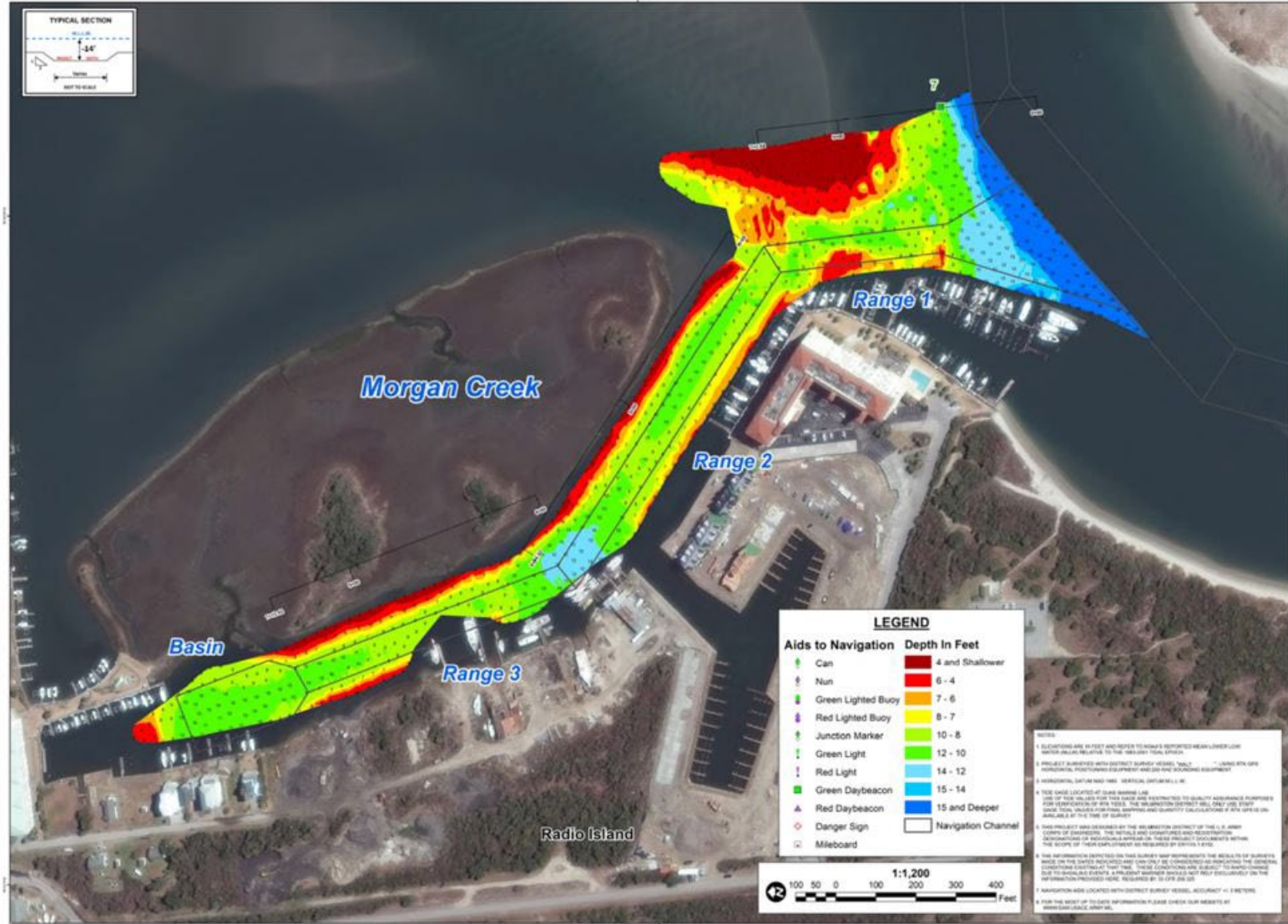
JANUARY 27, 2022





MORGAN CREEK

MARCH 9, 2022



SURVEYED BY: CRP, RW	MAP FILE NAME: BK-03_MON_20220309_CS
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PROCESSED BY: KTOPNDJM	
SURVEY DATE: 09 MARCH 2022	
MAP DATE: 09 MARCH 2022	
MAP SCALE: 1:1,200	
IMAGERY DATE: 28 FEBRUARY 2022	
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HYDROGRAPHIC SURVEY

U.S. ARMY ENGINEER DISTRICT
WILMINGTON, NORTH CAROLINA

Morgan Creek

RAZOR ISLAND, NORTH CAROLINA

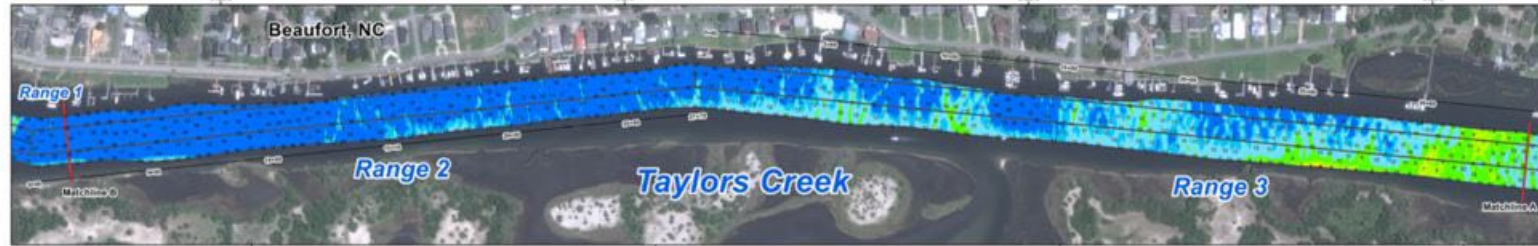
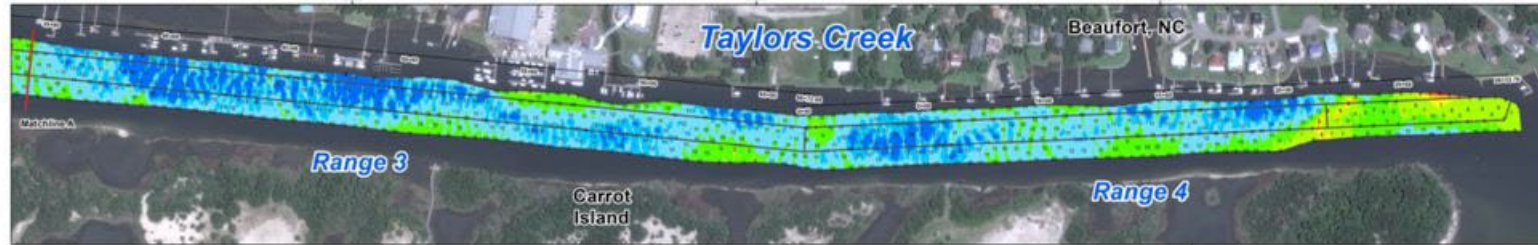
NOTES:

1. ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED.
2. PROJECT SUBMITTED WITH DISTRICT BUREAU HEADQUARTERS AND TO THE DISTRICT HEADQUARTERS.
3. HORIZONTAL DATUM: NAD 83. VERTICAL DATUM: MLLW.
4. THIS CHART LOCATED AT DISTRICT HEADQUARTERS.
5. THIS CHART IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR NAVIGATION. THE INFORMATION ON THIS CHART IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR NAVIGATION. THE INFORMATION ON THIS CHART IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR NAVIGATION.
6. FOR THE MOST UP TO DATE INFORMATION PLEASE CHECK OUR WEBSITE AT www.dredging.org.



TAYLORS CREEK

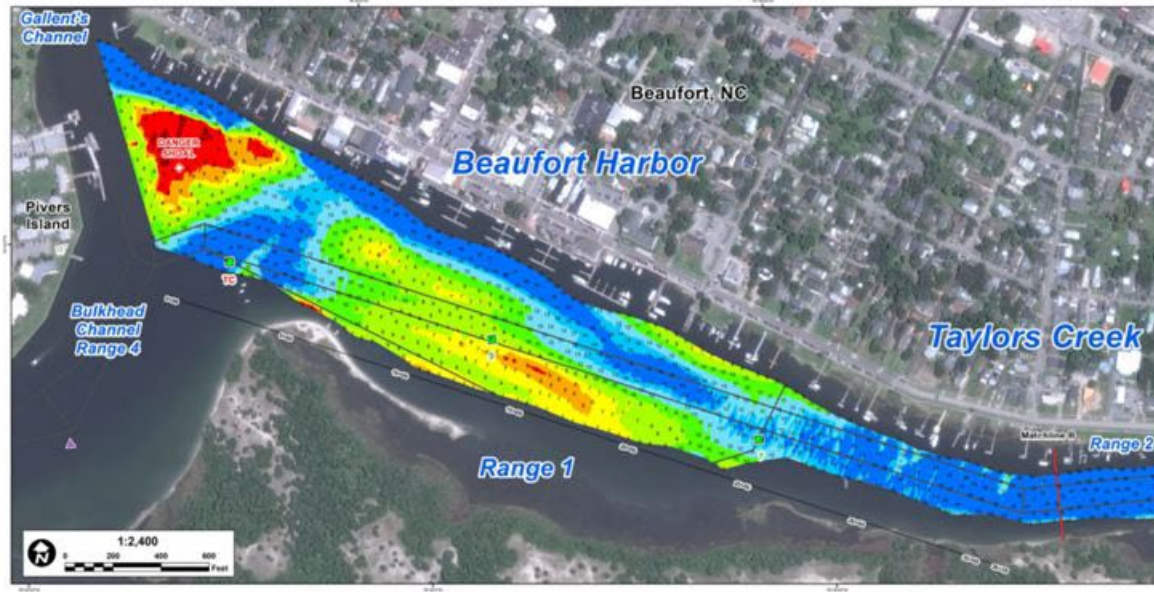
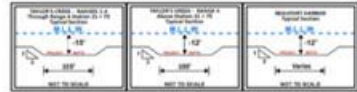
DECEMBER 2021



LEGEND	
Aids to Navigation	Depth in Feet
Can	4 and Shallower
Mun	6 - 4
Green Lighted Buoy	7 - 6
Red Lighted Buoy	8 - 7
Junction Marker	10 - 8
Green Light	12 - 10
Red Light	14 - 12
Green Daybeacon	15 - 14
Red Daybeacon	15 and Deeper
Danger Sign	Matchlines
Mileboard	Navigation Channel

NOTES

1. SURVEYS WERE CONDUCTED AND DATA WAS COLLECTED USING A LOW SWATH SURVEY SYSTEM (LSS) WITH A SWATH RANGE OF 10 METERS.
2. PROJECT-BASED DATA POINTS WERE COLLECTED USING A SWATH SURVEY SYSTEM (LSS) WITH A SWATH RANGE OF 10 METERS.
3. HORIZONTAL DATA WAS OBTAINED FROM A GPS SURVEY.
4. THIS PROJECT WAS DESIGNED BY THE WASHINGTON DISTRICT OF THE U.S. ARMY CORPS OF ENGINEERS. THE NETWORK AND SWATH DATA WERE ACQUIRED FROM A SURVEY CONTRACTOR AND ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT.
5. THE INFORMATION CONTAINED ON THIS SURVEY WAS PREPARED BY THE RESULTS OF SURVEYS MADE ON THE DATE INDICATED AND SHOULD BE CONSIDERED AS REFLECTING THE CURRENT CONDITIONS EXISTING AT THAT TIME. THESE CONDITIONS AND RESULTS TO VARY OVER TIME DUE TO CHANGING DEPTH, CHANNEL SHIFTING, AND OTHER FACTORS. FOR THE MOST CURRENT INFORMATION, CONTACT THE DISTRICT OFFICE.
6. INFORMATION WAS OBTAINED FROM DISTRICT SURVEY RECORDS. ACCURACY IS AS SHOWN ON THE MAP AND SHOULD BE CHECKED FOR THE MOST CURRENT INFORMATION.



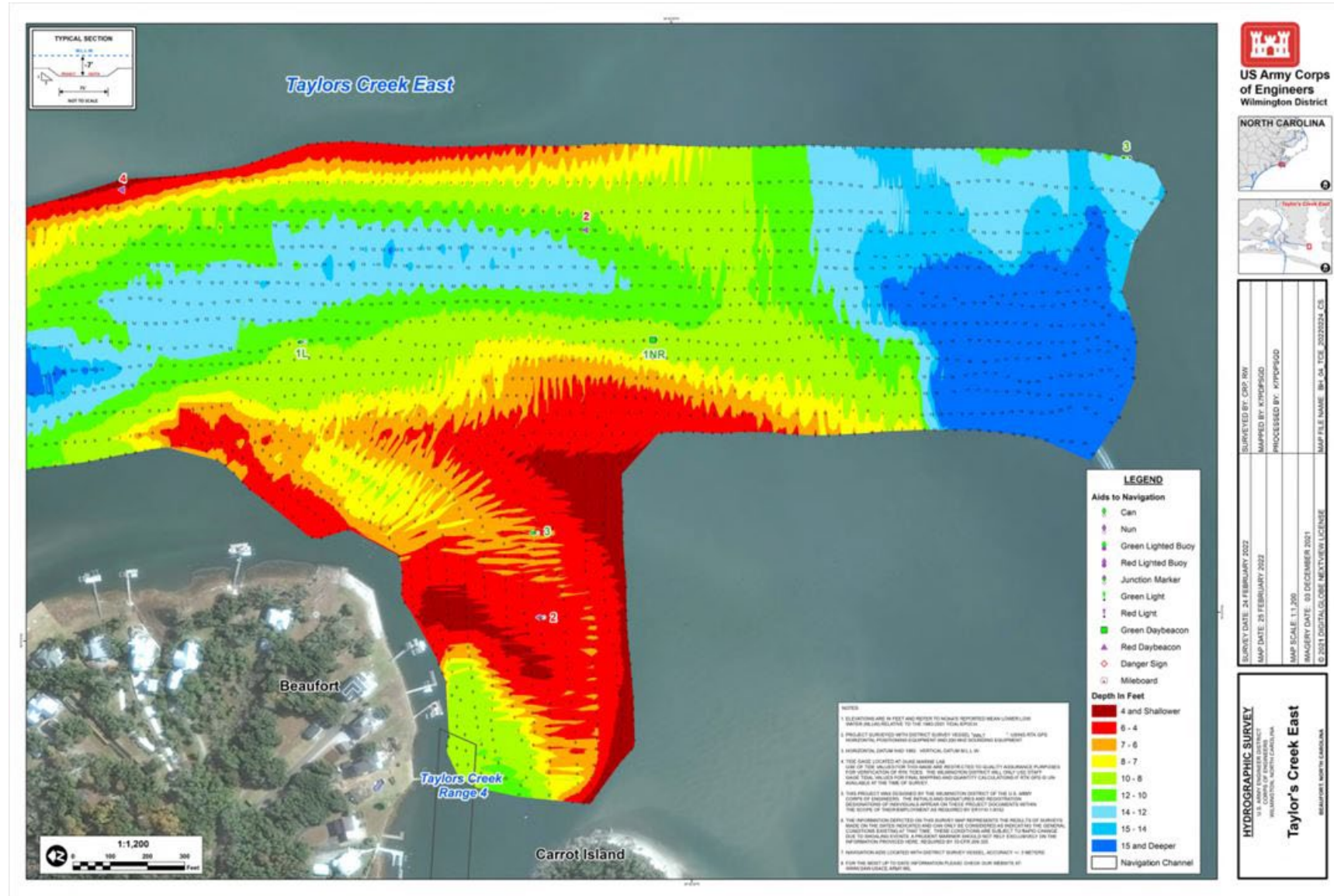
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MAP SCALE: 1:2,400	PROCESSED BY: KPP/PGD
IMAGERY DATE: 11 AUGUST 2021	MAP FILE NAME: BH-04-194-20211129_CS
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HYDROGRAPHIC SURVEY
BEAUFORT HARBOR
TAYLOR'S CREEK



TAYLORS CREEK - EAST

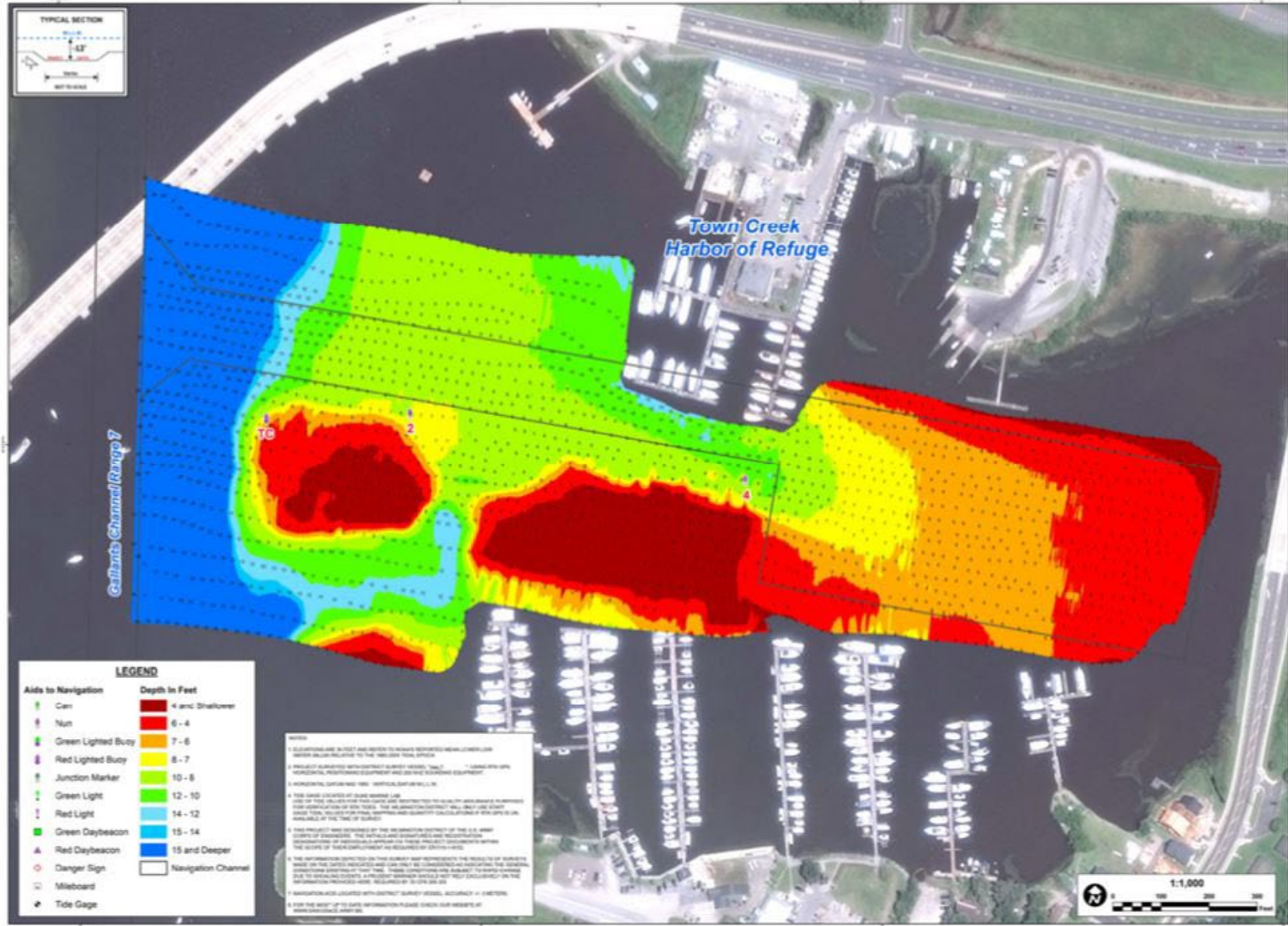
FEBRUARY 24, 2022





TOWN CREEK

FEBRUARY 27, 2022



US Army Corps of Engineers
Wilmington District

NORTH CAROLINA

HYDROGRAPHIC SURVEY
Town Creek Harbor of Refuge

Map Information:

- SURVEY DATE: 17 FEBRUARY 2022
- MAP DATE: 23 FEBRUARY 2022
- MAP SCALE: 1:1,000
- MANAGER DATE: 15 AUGUST 2021
- PROJECT NUMBER: 614-001-0000000000
- MAP FILE NAME: 614-001-0000000000

FY22 INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FUNDING

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

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



GOVERNMENT DREDGE RATES & SCHEDULES

Joen Petersen
Chief of Floating Plant
Wilmington District



1.



US Army Corps
of Engineers®

WILMINGTON DISTRICT DREDGE FLEET

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





CORPS DREDGE VESSEL RATES

Effective October 1, 2021

MURDEN -	\$1,900 per hour
CURRITUCK -	\$1,500 per hour
MERRITT -	\$1,708 per hour
SNELL -	\$1,667 per hour

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



**Government Plant
Tentative 30-Days Out Schedule**

Bulkhead Channel Maintenance Dredging scheduled for July 2022 (MURDEN)

Currituck:

Present – JUL 2023

Shipyard - Ensley Repair Yard (CEMVM)

Merritt:

2 – 19 APR 2022

Dare County (South Ferry Channel), NC (CESAW)

17 – 28 APR 2022

Sloop Channel, NC (CESAW)

TBD

Carolina Beach Inlet, NC (CESAW)

Murden:

3 - 17 APR 2022

Cape May, NJ (CENAP)

18 APR – 1 MAY 2022

Green Harbor, MA (CENAE)

Snell:

18 – 22 APR 2022

Vibracore (CESAJ)

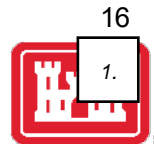
23 – 30 APR 2022

Vibracore (CESAW)

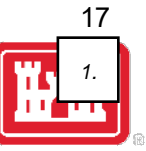
Brandy Station (Snell Replacement Vessel (FY23)):

TBD

Arrive in Wilmington



QUESTIONS ??



WILMINGTON DISTRICT POINTS OF CONTACT

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

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

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

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

TOWN OF BEAUFORT

APRIL 11, 2022

Board of Commissioners

Annual Retreat – March 10th and 11th

Strategic Plan

Six Priorities:

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

Strategic Plan

Priority 1

Finish Infrastructure Planning

Establish Timelines

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

Strategic Plan Priority 2 Budget and Finance

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

Strategic Plan Priority 3 Waterfront

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

Strategic Plan Priority 4 Facilities

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

Strategic Plan

Priority 5

Managed Growth

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

USDA-Funded Utilities Project



Town of Beaufort

USDA Funding Applications (Water, Sewer & Stormwater)

Program

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



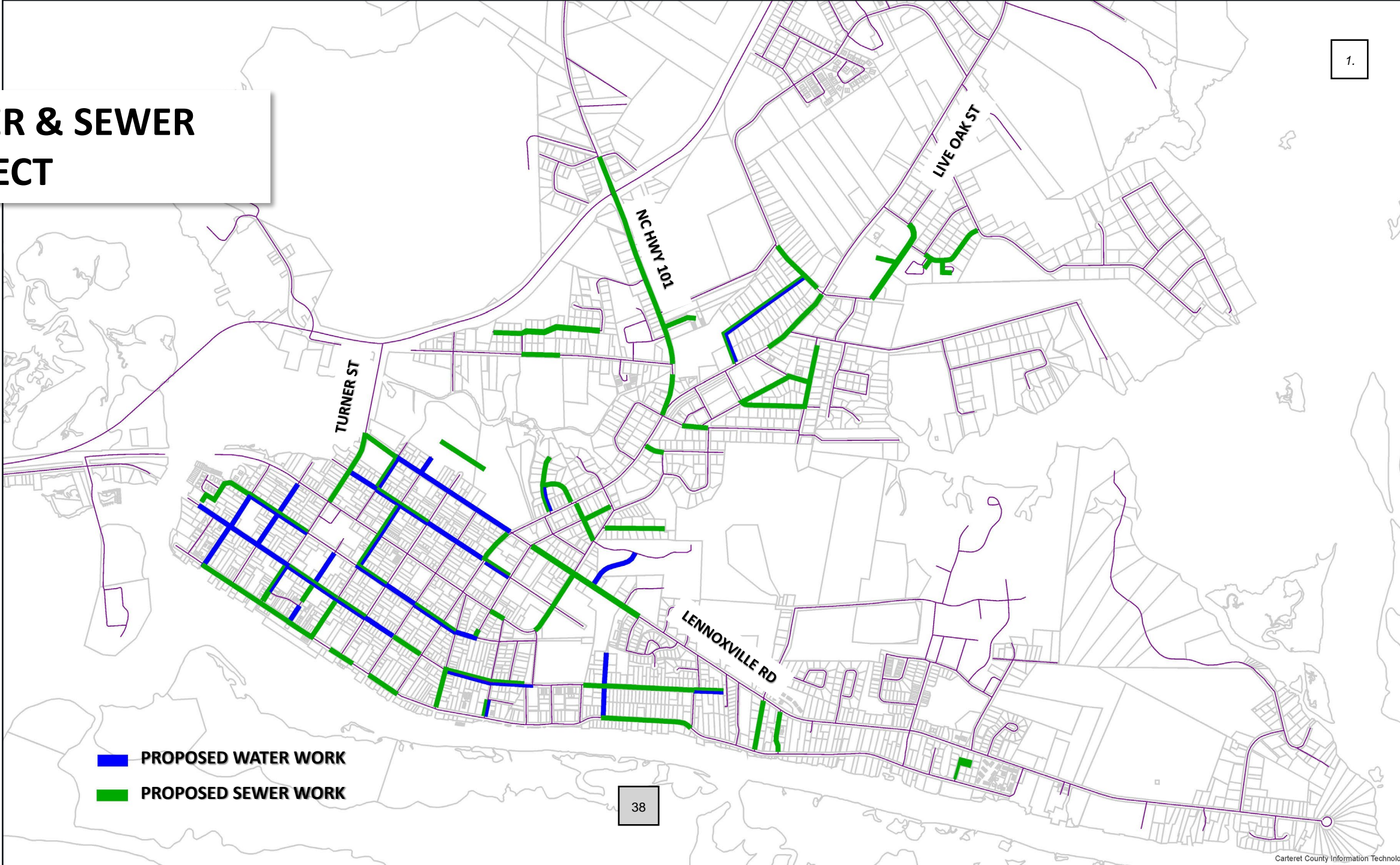
USDA Funding Applications (Water, Sewer & Stormwater)



Funding

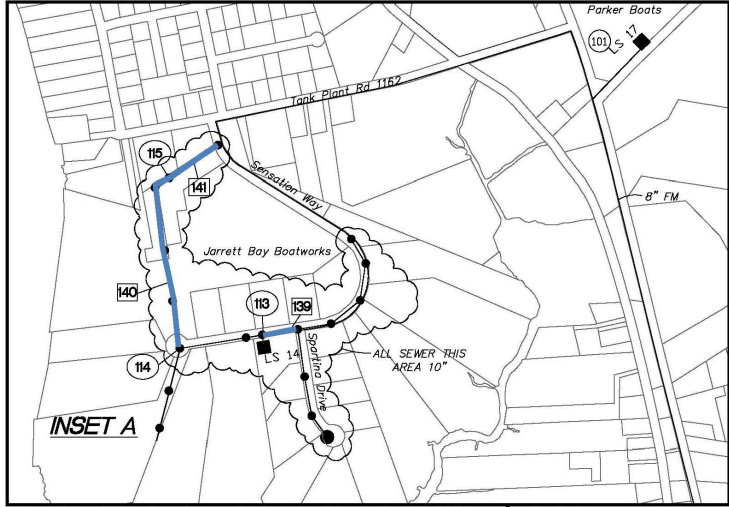
- Water & Waste Disposal Loan & Grant Program
 - Long-term (40 years), low-interest loans
 - **Grants** possible to keep user charges reasonable
 - ⇒ Sewer: Up to 75% of total
 - ⇒ Water: Up to 10% of total
 - ⇒ Stormwater: Grants not typical



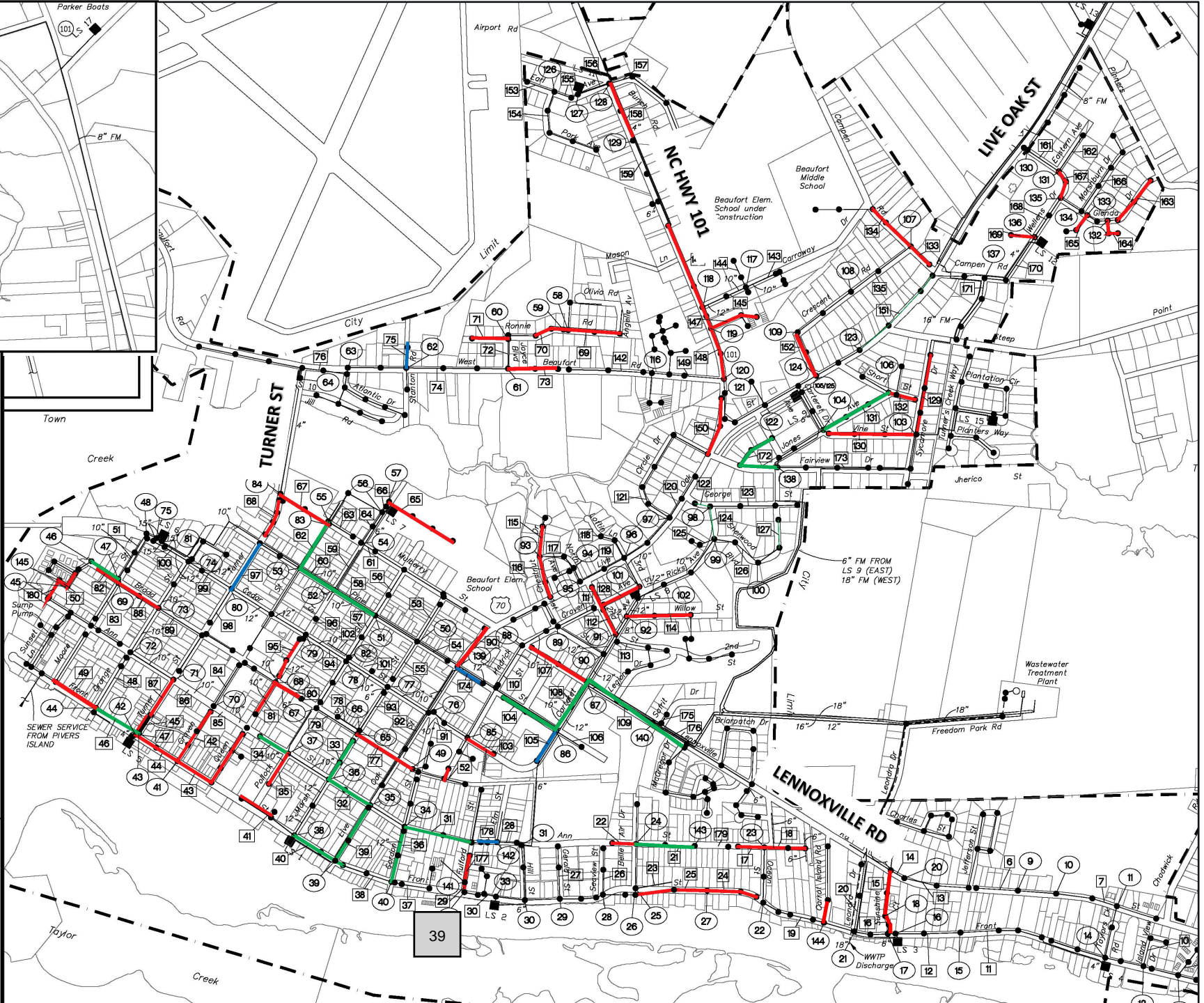
WATER & SEWER PROJECT



-  PROPOSED WATER WORK
-  PROPOSED SEWER WORK



PROPOSED SEWER PROJECT



Alternative 3: Sewer Rehabilitation Recommendations

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

39

USDA Funding Applications (Water, Sewer & Stormwater)

Funding Application vs Offer:

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



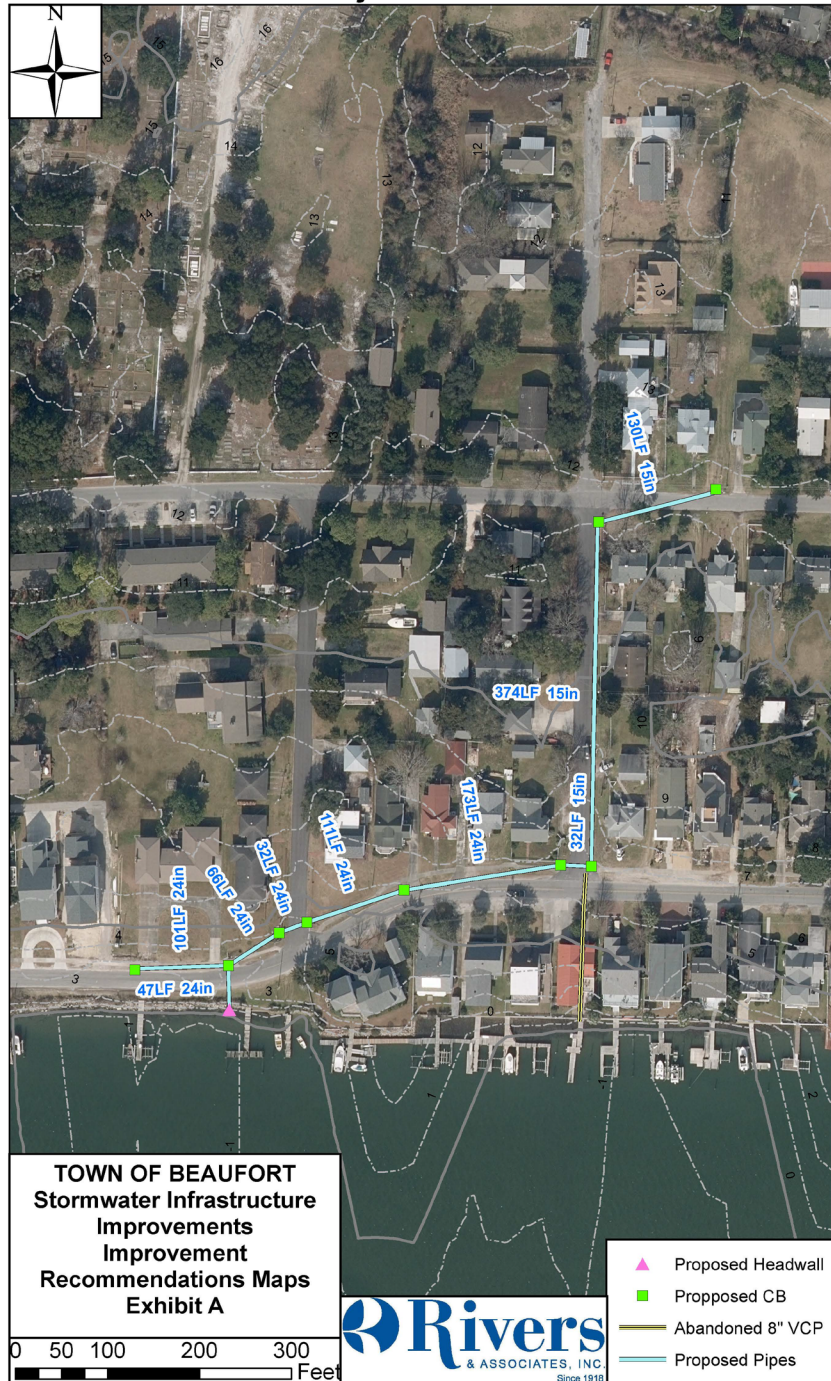
USDA Funding Applications (Water, Sewer & Stormwater)

Funding Offer:

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



Project Area 1

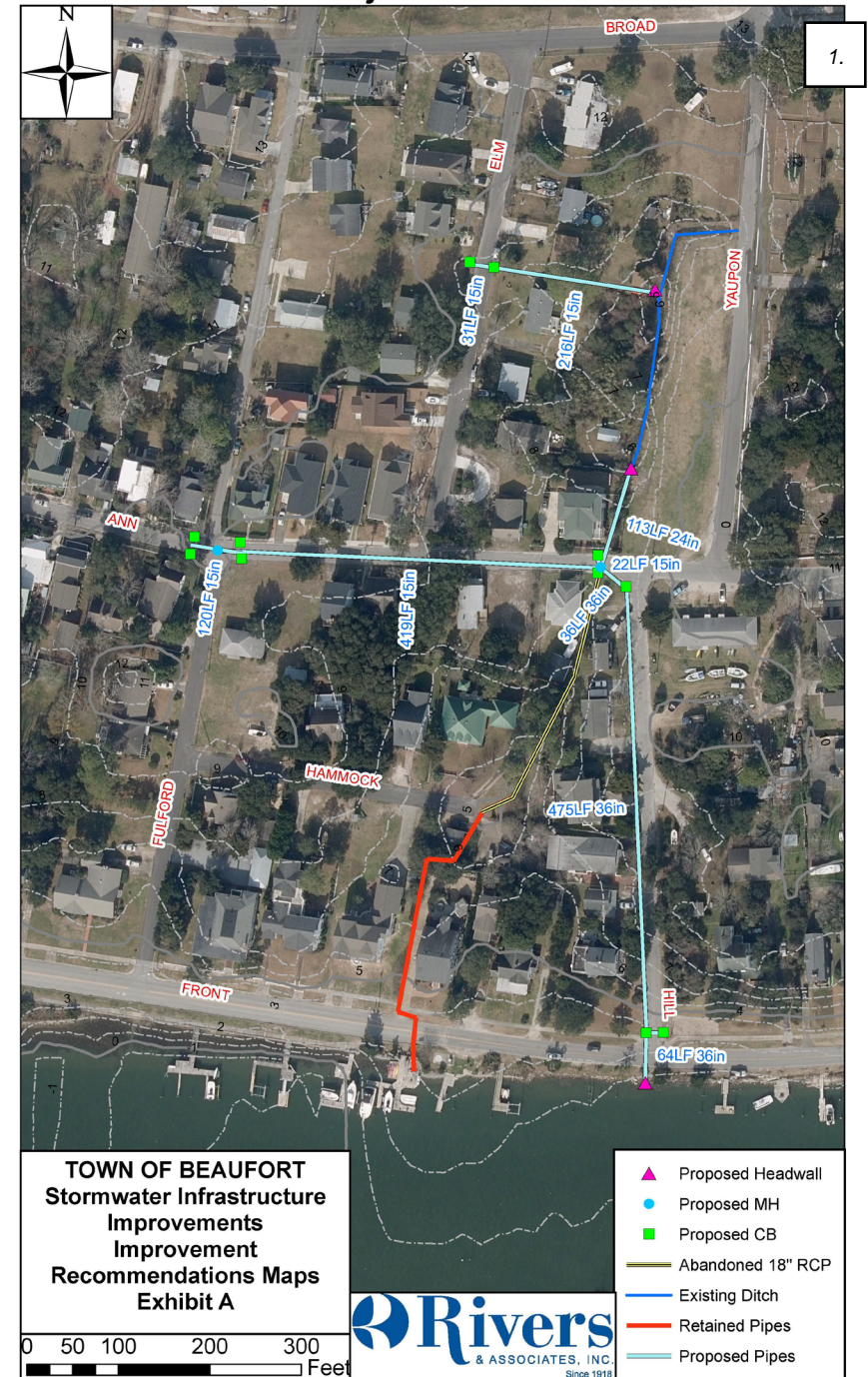


← Belle Air & Front

STORM WATER PROJECT

Ann & Hill →

Project Area 2



Project Area 3

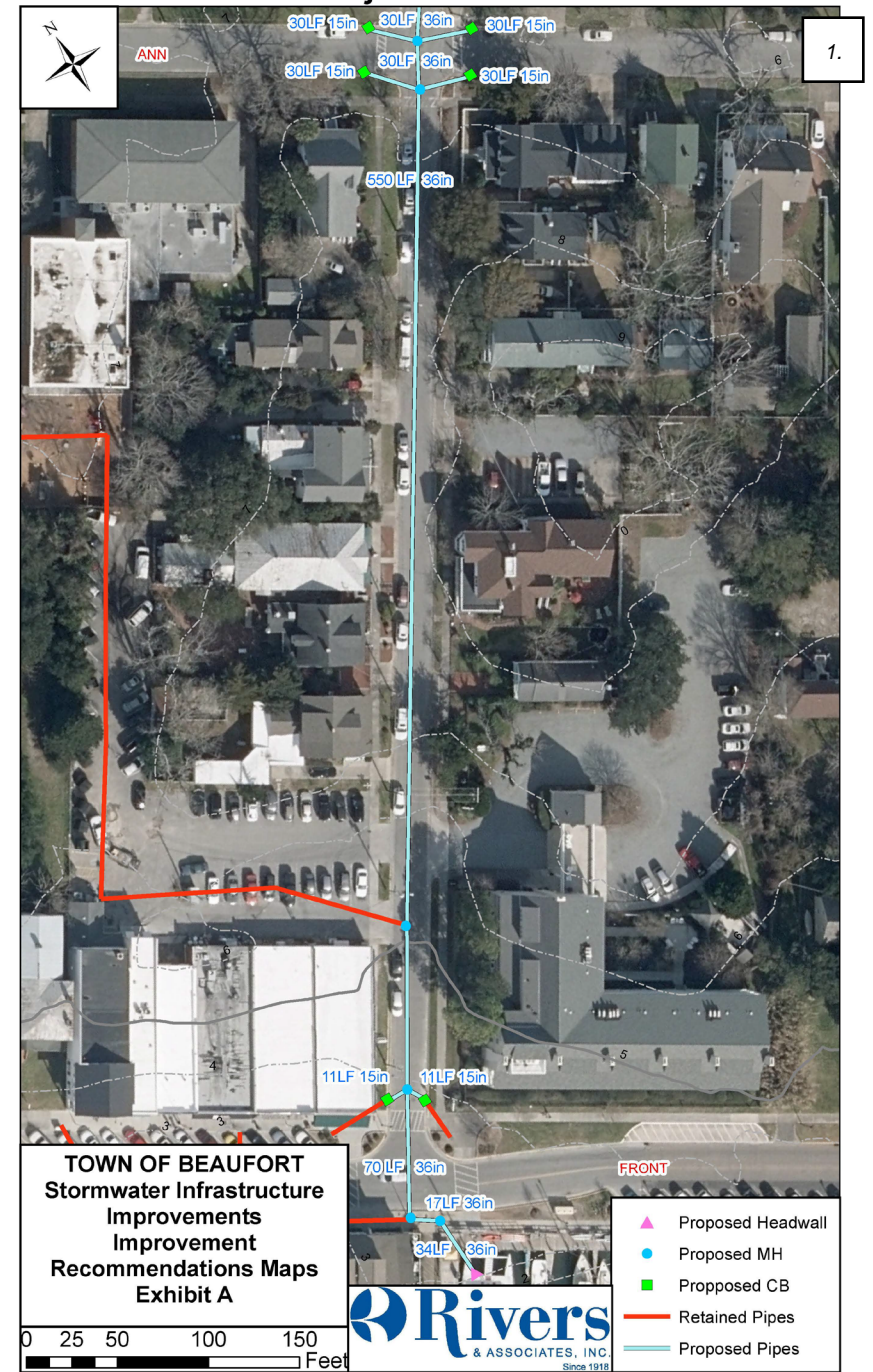


← Mulberry St

STORM WATER PROJECT

Queen St →

Project Area 4



Project Area 5



← Broad St

STORM WATER PROJECT

Broad St →

Project Area 6



TOWN OF BEAUFORT
Stormwater Infrastructure
Improvements
Recommendations Maps
Exhibit A



- ◆ Proposed CB
- Retained Pipes
- Proposed Pipes

USDA Funding Applications (Water, Sewer & Stormwater)

Funding Application vs Offer:

	<i>Goal</i>	<i>Actual Offer</i>
Stormwater Grant Amount	-	\$ 500,000
Stormwater Loan Amount	3,431,000	3,007,000
Stormwater Subtotal	<u>\$ 3,431,000</u>	<u>\$ 3,507,000</u>
OVERALL FUNDING	\$23,503,000	\$23,579,000



USDA Funding Applications (Water, Sewer & Stormwater)

Loan Terms

- 1.25% interest rate
- Repayment over 40 years



USDA Funding Applications (Water, Sewer & Stormwater)

Funding Offer:

Debt Service
(1.25%, 40 Years)

Sewer Grant Amount	\$ 5,005,000		
Sewer Loan Amount	7,036,000	→	\$233,700±/Yr
Sewer Subtotal	<u>\$12,041,000</u>		
Water Grant Amount	\$ 0		
Water Loan Amount	8,031,000	→	\$266,800±/Yr
Water Subtotal	<u>\$ 8,031,000</u>		

} \$500,500±/Yr



USDA Funding Applications (Water, Sewer & Stormwater)

Funding Offer:

Debt Service
(1.25%, 40 Years)

Stormwater Grant Amount	\$ 500,000	
Stormwater Loan Amount	3,007,000	→ \$99,900±/Yr
Stormwater Subtotal	\$12,041,000	
OVERALL FUNDING	\$23,579,000	



Additional Projects

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



Town of Beaufort, NC

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

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

Call To Order

Mayor Harker called the meeting to order at 4:00 p.m.

Roll Call

Elizabeth Lewis, Town Clerk, called the roll.

PRESENT:

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

Agenda Approval

Commissioner Hagle made a motion to approve the agenda.

The motion carried unanimously.

Public Comment

There was none.

Items for Discussion and Consideration

1. FY 2022 Audit Contract

Marcie Spivey, partner with Martine Starnes and Associates, discussed the proposed FY 2022 Annual Audit Contract. She provided a tentative timeline for the upcoming year, to ensure goals

are met and the final product is completed on time. She also explained there were not any debt covenants associated with the Town’s current loans.

Commissioner Oliver asked if an amended auditor contract was submitted and accepted by the LGC last year, and if so, was a copy provided to the Board of Commissioners.

Ms. Spivey said yes, and she believed the manager would sign that. She explained sometimes the whole board is required to sign documents, while in some cases the Town Manager’s signature is acceptable. She said the Local Government Commission would not accept an audit that was late, without the proper documents to go along with it explaining why they did not meet the deadline.

Commissioner Oliver expressed the importance of a timeline and noted he would like the board to be aware of any potential delays as soon as they arise.

Commissioner Oliver made a motion to approve the FY 2022 Audit Contract.

The motion carried unanimously.

2. Minutes- April 11, 2022

The consensus of the board was to place the April 11, 2022 meeting minutes under items of consent for the next regular meeting agenda.

3. Voluntary Annexation- Certificate of Sufficiency; Fix a Public Hearing Date on Question of Annexation

Ms. Lewis presented the below Certificate of Sufficiency:

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

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

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

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

Commissioner Hagle made a motion to set the Public Hearing for May 9, 2022.

The motion carried unanimously.

4. Code Enforcement

Arey Grady, Town Attorney, discussed Code Enforcement rules and procedures.

The Power Point presentation is attached and referenced as part of the minutes.

The Commissioners asked several questions, suggesting the Town had the tools to handle the cases but time was often the issue, especially if there was difficulty locating an owner.

Mr. Grady explained the timeline of notification procedures and how it can be a lengthy process. He also suggested the process might not always be in the same order and are sometimes on a case-to-case basis, depending on the situation.

Commissioner Oliver made a motion for the Town Attorney to send notice to HUD, regarding the property at 104 Chestnut Drive.

The motion carried unanimously.

5. Case # 22-09 Preliminary/Final Plat - 146 Gibbs Court

Samantha Burdick, Town Planner, requested the item be added to the May 9th agenda under items for discussion and consideration.

Commissioner Hagle made a motion to add it to items for discussion and consideration.

The motion carried unanimously.

6. Final Plat – Beaufort East Village Phase I

Kyle Garner, Planning and Inspections Director, requested the item be added to the May 9th agenda under items for discussion and consideration.

Commissioner Hagle made a motion to add it to items for discussion and consideration.

The motion carried unanimously.

7. Case # 19-19 Site Plan - Compass Hotel - 18 Month extension request/Re-approval

Mr. Garner requested the item be added to the May 9th agenda under items for discussion and consideration. He noted the Planning Board unanimously recommended approval of the Site Plan, with a condition requiring the property owner/developer to install a buffer adjacent to the neighbors on the south side parking area.

Commissioner Hagle made a motion to add it to items for discussion and consideration.

The motion carried unanimously.

8. Sewer Allocation Request- Proposed Compass Hotel

Greg Meshaw, Town Engineer, explained in conjunction with placing the Compass Hotel site plan (Case #19-19) on the agenda for the May 9th meeting, the sewer allocation request be listed under items for discussion and consideration as well.

Commissioner Hagle made a motion to add the request to items for discussion and consideration.

The motion carried unanimously.

9. Comprehensive and CAMA Land Use Plan

Ms. Burdick explained the Town of Beaufort’s Comprehensive and Coastal Area Management Act (CAMA) Land Use Plan creates a policy framework to guide responsible growth and natural resource conservation over a 25-year planning horizon. She noted the Town began work on this plan in late 2020 and is presenting the draft prior to review and certification by the NC Division of Coastal Management. She explained Stewart Consulting is the firm the Town worked with to compose the document; she added they have also written a Resilient Strategy that will be incorporated as an appendix to the proposed Land Use Plan. She said their April 18th meeting, the Planning Board unanimously voted to recommend approval of the Comprehensive and CAMA Land Use Plan with staff-recommended edits. She requested a Public Hearing be set for the May 9th Regular Meeting, to consider adoption of the document before being sent to the Division of Coastal Management for review and certification.

After discussion and comments, the Board of Commissioners reached a consensus to delay the Public Hearing request, to ensure adequate time to review the proposed document.

Commissioner Terwilliger suggested a 30-day review process prior to holding a Public Hearing.

Commissioner Hagle agreed with Commissioner Terwilliger and recommended having a Special Meeting to discuss the item.

Commissioner Oliver suggested when staff has a complete document, it be shared with the board and that is when the 30 days would start.

Commissioner Cooper made a motion to hold a future Special Meeting to review the proposed Comprehensive and CAMA Land Use Plan as well as the Resilient Strategy.

The motion carried unanimously.

10. NCDEQ-DWI Spring 2022 Applications

Todd Clark, Town Manager, explained the methodology of the transfers had been provided to the board and confirmed the applications were correct and consistent with the audit and LGC. He shared the deadline to submit the grant applications was May 2, 2022; he suggested approval of the applications and adoption of supporting resolutions.

Commissioner Oliver stated the following: I understand the spreadsheet methodology exist, supporting the \$624,000 transfer from the sewer operations to the general fund in FY 21-22 budget. With absolutely no criticism for the finance director, I believe the author of the budget created a spreadsheet to transfer surplus sewer revenues to the general fund for purposes supplementing the resources of the general fund; this is specifically prohibited by statute. Per N.C. G.S. 159G-37 (b), any such transfers must be, “reasonably allocable to the regular and ongoing operations of the utility”. It is my belief that 50% of the finance and 70% of the public service personnel cost are reasonable allocable, meaning we had this worked out between \$360,000-367,000. I make a motion today, to approve the NCDEQ-DWI Spring 2022 Applications, provided this allocation of reimbursement is adopted moving forward.

Commissioner Hollinshed asked if this would jeopardize the Town’s chances of receiving the funding.

Mr. Clark did not believe it would.

Mayor Harker asked Commissioner Oliver to repeat his motion.

Commissioner Oliver reiterated his motion was to approve the proposed applications and resolutions, provided a lower amount (\$360,000-367,000) for allocations is adopted moving forward.

Commissioner Hagle commented that he believed this was something that needed to be discussed during the upcoming budget sessions; suggesting the allocation amount could be changed during the budget process, if need be, but was not a requirement in submitting the applications.

Mr. Clark confirmed the grant applications were not depended on the board making any changes to the methodology at that time, but it was their prerogative to do so if they wished.

Commissioner Terwilliger pointed out they could pass the motion and discuss it during the budget process as well; if new information arises, changes could be made accordingly.

Commissioner Hagle said as long as that is clear in the motion, it is fine.

Mayor Harker called for a vote, being there no more discussion.

The motion carried unanimously.

11. Grant Project Budget Ordinance – Federal American Rescue Plan Act 2021

Christi Wood, Finance Director, requested the board approve a new Grant Project Budget Ordinance for the Federal American Rescue Plan Act 2021, as there were some changes in language on the original ordinance adopted; she noted there was not a monetary change.

Mayor Harker asked when the quarterly reporting would start, as referenced in the ordinance.

Ms. Wood shared the first report due to the treasury was due the end of April 30th; she anticipated a report to the board sometime in June.

Commissioner Hagle made a motion to approve the Grant Project Ordinance.

The motion carried unanimously.

12. Financial Notes

Ms. Wood shared the March financial report, notable items are listed below:

- Account 10-305-0011, Special Event Fees reflects the payments for kayak spaces from the lottery held in March.
- Account 10-307-0002, Miscellaneous Revenue, reflects golf cart registration fees collected.
- Sales and Use tax distribution for April is \$150,659 (January sales)
- Local Option Sales Tax currently reports collections for 6 months
- Staff is reviewing the current residential and WBD solid waste rate. According to our GFL agreement the Town is subject to a CPI increase each year. This year the residential increase is 7.4%, WBD 7.8%. The recycle rates will drop from \$131 per ton to \$50 per ton. Additionally, increased amounts are yard debris are being collected driving this cost up as well.

Commissioner Hollinshed noted she would like to request the parking revenue breakdown, as far as expenses and fixed costs moving forward.

Mayor/Commissioner Comments

Commissioner Hagle had no comments.

Commissioner Oliver had no comments.

Commissioner Cooper noted the Farmers Market had begun for the season, taking place on Saturdays.

Commissioner Hollinshed suggested the board consider waving the parking fees for the day of July 4th. She requested a number regarding how many disconnects had resulted from the utility collection efforts. She also brought awareness of the upcoming King Tides, scheduled for May 15-19th.

Commissioner Terwilliger had no comments.

Mayor Harker shared she recently welcomed the NC Association of Chiefs of Police to Town, noting Beaufort Police Chief, Paul Burdette as the Regional Director for the organization. She also mentioned several upcoming events and programs.

Closed Session

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

Commissioner Hagle made a motion to go into closed session.

The motion carried unanimously.

Adjourn

Commissioner Oliver made a motion to adjourn the meeting at 7:52 p.m.

The motion carried unanimously.

Sharon Harker, Mayor

Elizabeth Lewis, Town Clerk

TOWN OF BEAUFORT

Enforcement Procedures

April 25, 2022

Grady Quattlebaum, PLLC



Due Process Considerations

1.

BEULAH MONROE

v.

CITY OF NEW BERN

Court of Appeals of North Carolina.

June 3, 2003.

The condition of plaintiff's house was described in deposition testimony submitted to the court. The roof of the house had severely deteriorated to the point of partially caving in and there was heavy water infiltration throughout the structure. The plaster or the sheet rock had come off the ceiling of the second floor, and the floors were completely littered. In addition, the brick veneer on the exterior of the house had severe cracks in several locations. The windows were broken out and some of the ceiling joists had rotted from water infiltration over the years. Dead rats were observed in the bathtub. The paint on the walls was cracked. The inspectors were unable to go upstairs due to caved in portions of the house.



Due Process Considerations

BEULAH MONROE

v.

CITY OF NEW BERN

Court of Appeals of North Carolina.

June 3, 2003.

(Cont.)

A civil engineer acting as an expert for plaintiff had reviewed pictures and a video of plaintiff's house and opined in a deposition that for the house to have been saved, it would have had to have been gutted down to the frame and the roof and flooring would have had to have been completely replaced. The engineer testified that the house was not structurally sound and that it presented a danger to anyone who wandered into the house. When asked whether he thought the house was a danger to the public in its boarded up state, the engineer responded that it could be since vagrants might still find a way into the house. When asked whether he thought the house was a danger to the public if it was boarded up and no one was inside, the engineer stated that besides the possibility that animals could get into the house and breed, the house did not present a threat to the safety of the public. The engineer further stated that he did not think there was a danger of the house collapsing onto a passerby.



Due Process Considerations

1.

BEULAH MONROE

v.

CITY OF NEW BERN

Court of Appeals of North Carolina.

June 3, 2003.

(Cont.)

A real estate appraiser testified in a deposition that plaintiff's house was worthless and that the "highest and best use" demanded demolition.



Due Process Considerations

BEULAH MONROE

v.

CITY OF NEW BERN

Court of Appeals of North Carolina.

June 3, 2003.

(Cont.)

Cities may not summarily demolish dwellings pursuant to Section 160A-193 merely because it is quicker and easier than providing the owners notice and an opportunity to be heard. Our interpretation of Section 160A-193 is in accordance with the general rule that "a municipality must, before destroying a building, give an owner sufficient notice, a hearing and ample opportunity to demolish the building or to do what suffices to make it safe or healthy for use and occupancy," as required by due process of law.



Enforcement Procedures

Town of Beaufort Code of Ordinances

Article V – Weeds and Noxious Growth

General restrictions

It shall be unlawful for any owner, lessee or occupant or any agent, servant, representative or employee of any such owner, lessee or occupant having control of any lot or land or any part thereof in the town, to permit or maintain on any such lot or land any growth of weeds, grass or other vegetation to a height greater than six inches on the average, or any accumulation of dead weeds, grass or brush.



Enforcement Procedures

Town of Beaufort Code of Ordinances

Title IX, Article V – Weeds and Noxious Growth

Duty of owner or occupant of property

It shall be the duty of any owner, lessee or occupant of any lot or land to cut and remove or cause to be cut and removed all weeds, grass or other rank, poisonous or harmful vegetation as often as may be necessary to comply with the provisions of § 91.65.



Enforcement Procedures

Town of Beaufort Code of Ordinances

Title IX, Article V – Weeds and Noxious Growth

Notice and order to abate; Town action

Upon a determination that the provisions of this article are not complied with, the town official making such determination shall serve written notice upon the owner, lessee, occupant or any person having the care or control of any such lot and shall order the prompt abatement thereof within 14 days from the service of such written notice.

If the person upon whom the notice is served fails, neglects or refuses to cut and remove or to cause to be cut and removed such weeds, grass or other vegetation within the allotted 14 days from the service of such written notice, or if the owner or his or her representative cannot be found, the Town Manager shall cause such weeds, grass and other vegetation to be cut and removed by designated officials.



Enforcement Procedures

Town of Beaufort Code of Ordinances

Title IX, Article V – Weeds and Noxious Growth

Recovery of costs

The actual cost of the cutting and removing such weeds, grass or other vegetation by the town, plus five percent for inspection and additional costs in connection therewith shall be paid within two weeks after a statement of such costs is mailed to the owner, lessee or occupant of the land where the violation existed.

Failure to recover costs shall be a lien upon the property, and such costs shall be added to the taxes next to be assessed and levied upon such lot, shall bear interest at the same rate as taxes and shall be collected and enforced by the same officer and in the same manner as taxes.



Enforcement Procedures

Town of Beaufort Code of Ordinances

Title IX, Article V – Weeds and Noxious Growth

Penalty

Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

Where there is a violation of any provisions of § 90.01 et seq., the town, at its discretion, may take one or more of the following enforcement actions:

- A police officer may issue a citation subjecting the violator to a civil penalty of \$50.00, which penalty may provide for a delinquency charge upon nonpayment of \$25.00, and which penalty and delinquency charge may be recovered by the town in a civil action.
- A misdemeanor warrant may be issued either immediately or upon issuance of a citation and the violator's failure to pay the citation. Misdemeanors shall be punishable by a fine of up to \$500.00 and/or imprisonment for up to 30 days.

Enforcement Procedures

Town of Beaufort Code of Ordinances

Title I – General Provisions

General penalty; enforcement of ordinances; continuing violation (§10.99)

Civil penalty. Any person, firm or corporation who violates any provision of this code shall be subject to a civil penalty in an amount not to exceed \$500.00.

Misdemeanor offense. If any person shall violate any provision of this code he or she shall be guilty of a misdemeanor and, upon conviction, shall be fined not more than \$500.00.



Enforcement Procedures

Town of Beaufort Code of Ordinances

Title I – General Provisions

General penalty; enforcement of ordinances; continuing violation, cont. (§10.99)

Equitable remedies. Any provision of this code or other town ordinance may be enforced by injunction, order of abatement, or any other appropriate equitable remedy. When a violation of this code occurs, the town may apply to the appropriate division of the General Court of Justice for an appropriate equitable remedy and it shall not be a defense to the application of the town for equitable relief that there is an adequate remedy at law.

Enforcement Procedures

Town of Beaufort Code of Ordinances

Title I – General Provisions

General penalty; enforcement of ordinances; continuing violation, cont. (§10.99)

Injunction and abatement.

Any provision of this code making unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement, and the General Court of Justice shall have jurisdiction to issue such orders. When a violation of this code occurs the town may apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property.

An order of abatement may direct that buildings or other structures on the property be closed, demolished, or removed; that fixtures, furniture, or other movable property be removed from buildings on the property; that grass and weeds be cut; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with the code.

Enforcement Procedures

Town of Beaufort Code of Ordinances

Title I – General Provisions

General penalty; enforcement of ordinances; continuing violation, cont. (§10.99)

If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he or she may be cited for contempt, and the town may execute the order of abatement.

The town shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and materialman's lien.

Enforcement Procedures

Town of Beaufort Code of Ordinances

Title I – General Provisions

General penalty; enforcement of ordinances; continuing violation, cont. (§10.99)

Continuing violation

Except as otherwise specifically provided, each day's continuing violation of this code shall be a separate and distinct offense.



Enforcement Procedures

1.

Building Code Enforcement

Potential Remedies for Building Code Violations

- Temporary certificates of occupancy can be revoked/not extended
- Remedies including provisions for stop work orders are available under 160D
- Revocation of building permits



Enforcement Procedures

1.

Building Code Enforcement Inspections

Inspector may make periodic inspections

Notice that defects in building must be corrected may be given when inspector finds:

- defects, or
- that building has not been constructed in accordance with applicable state and federal laws, or
- building because of its condition is dangerous or a fire hazard



Enforcement Procedures

1.

Building Code Enforcement

Notice

Upon a finding of defects, the inspector must notify the owner or occupant of:

- Defects,
- Hazardous conditions, or
- Failure to comply with law



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Enforcement Procedures

1.

Building Code Enforcement

Revocation of Building Permits

Inspector must give notice in writing by certified letter, including:

- (a) 30 days to correct identified deficiencies
- (b) An explanation of appeals rights



Enforcement Procedures

1.

Building Code Enforcement

Revocation of Building Permits

Building permits may be revoked for:

- Substantial departure from approved application, plans, or specifications, or
- Refusal to comply with any applicable state or local laws, or
- For false statements or misrepresentations made in securing the permit.



Enforcement Procedures

Building Code Enforcement

Unsafe Buildings Condemned

Designation of Unsafe Buildings

Every building that shall appear to the inspector to be especially dangerous to life because of its liability to fire or because of bad condition of walls, overloaded floors, defective construction, decay, unsafe wiring or heating systems, inadequate means of egress, or other causes shall be held to be unsafe, and the inspector shall affix a notice of the dangerous character of the structure to a conspicuous place on the exterior wall of the building.



Enforcement Procedures

Building Code Enforcement

Unsafe Buildings Condemned

Nonresidential Building or Structure

An inspector may declare a nonresidential building or structure within a community development target area to be unsafe if it meets all of the following conditions:

- (1) It appears to the inspector to be vacant or abandoned.
- (2) It appears to the inspector to be in such dilapidated condition as to cause or contribute to blight, disease, vagrancy, or fire or safety hazard, to be a danger to children, or to tend to attract persons intent on criminal activities or other activities that would constitute a public nuisance.

The inspector must affix a notice of the unsafe character of the structure to a conspicuous place on the exterior wall of the building.

Enforcement Procedures

Building Code Enforcement

Unsafe Buildings Condemned

Failure of owner of condemned building to take corrective action

If the owner of a condemned building fails to take prompt corrective action, the inspector must give written notice, via certified mail (or personal service) of all of the following:

- 1) That the building or structure is a fire or safety hazard; is a danger to life, health or other property; is likely to cause or contribute to blight, disease, vagrancy or danger to children; and/or is likely to attract persons intent on criminal activities or other activities creating a public nuisance;
- 2) That an administrative hearing will be held before the inspector at a designated place and time, not later than 10 days after the date of the notice
- 3) That following the hearing the inspector may issue such order to repair, close, vacate, or demolish the building or structure as appears appropriate.

Enforcement Procedures

Building Code Enforcement

Unsafe Buildings Condemned

Order of inspector to take corrective action

- Must be given after a *hearing*
- Must be directed to owner
- Must require to owner to remedy the defective conditions by
 - 1) Repairing,
 - 2) Closing,
 - 3) Vacating,
 - 4) Demolishing the building or structure, or
 - 5) Taking other necessary steps within such period to remedy the conditions



Enforcement Procedures

Building Code Enforcement

Unsafe Buildings Condemned

Appeal Rights

Owner has appeal right to Board of Commissioners:

- i) Must give notice to clerk of BOC and inspector
- ii) Must be given within 10 days of issuance of an order for corrective action



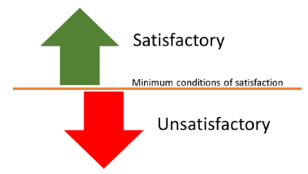
Enforcement Procedures

Town of Beaufort Code of Ordinances

Article 3 - Minimum Housing Standards

Minimum standards are required under the Code of Ordinances which include adequate:

- dwellings and abandoned structures;
- structure and sound, including roof, walls, ceilings, egress, windows, garages, doors, screens;
- thermal environment;
- safe heating/cooling with no pollutants;
- electrical systems;
- care of premises, including no rubbish/remove dead trees, trash, garbage; and
- extermination (unit and equipment shall be free from vermin and rodent infestation).
- 160D updates (?)



Enforcement Procedures

Town of Beaufort Code of Ordinances

Article 3 - Minimum Housing Standards

Duties and powers of inspector

- Investigate dwelling conditions
- Enter upon premises for purposes of exams and inspections
- Take action to effect rehabilitation
- Keep a record of inspections and dwellings that do not meet minimum standards



Enforcement Procedures

Town of Beaufort Code of Ordinances

Article 3 - Minimum Housing Standards

Procedure for Enforcement

Preliminary investigation, notice, hearing (can be based on petition with 5 reports that the property is unfit for habitation or investigator's conclusion of same).

Inspector must serve *complaint*, including:

- 1) charges,
- 2) notice of a *hearing* not less than 10 and no more than 30 days after service of the complaint,
- 3) right of owner and parties in interest to file answer and present evidence



Enforcement Procedures

Town of Beaufort Code of Ordinances

Article 3 - Minimum Housing Standards

Procedures for Enforcement

Orders

Inspector must state in writing if he or she finds the dwelling unfit for human habitation, and may issue one of the following orders:

- May order owner to repair if cost is less than 50% of the value of home
- If not may issue order to vacate and demolish
 - Demolition requires BOC ordinance



Enforcement Procedures

Town of Beaufort Code of Ordinances

Article 3 - Minimum Housing Standards

Procedures for Enforcement

Order of Inspector

Shall state whether the structure is unfit for habitation due to dilapidation; defects increasing fire hazard, accident or calamity; lack of ventilation, light and sanitary facilities, or other conditions rendering dwelling “unsafe or unsanitary, and dangerous or detrimental to the health, safety and morals...of the residents...”



Enforcement Procedures

Town of Beaufort Code of Ordinances

Article 3 - Minimum Housing Standards

Appeal

Right of appeal is to Board of Adjustment:

- Must be filed within 10 days after service
- Appeal suspends act ordered to do
 - Unless suspension would cause imminent peril to life or property
- Appeal from BOA determination is to superior court



Enforcement Procedures

Town of Beaufort Code of Ordinances

Article 3 - Minimum Housing Standards

Costs

Inspector's costs, including attorneys' fees and the cost of any repairs, alterations or improvements, or vacating and closing or removal or demolition, are a lien against real property.

Summary ejectment action is a remedy for failure to comply with an order to vacate.



Enforcement Procedures

Other Available Remedies

Action for Common Law Nuisance

General Police Power (160A-174)

Criminal Nuisance (19-1)

Junked Cars (160A-303.2)



Enforcement Procedures

1.

Other Available Remedies

N.C. Gen. Stat. § 160A-193. Abatement of public health nuisances.

A city shall have authority to summarily remove, abate, or remedy everything in the city limits, or within one mile thereof, that is dangerous or prejudicial to the public health or public safety.

The expense of the action shall be paid by the person in default. If the expense is not paid, it is a lien on the land or premises where the nuisance occurred.



Enforcement Procedures

1.

Other Available Remedies

N.C. Gen. Stat. § 160A-193. Abatement of public health nuisances.

A lien established pursuant to this statute shall have the same priority and be collected as unpaid ad valorem taxes.

The expense of the action is also a lien on any other real property owned by the person in default within the city limits or within one mile of the city limits, except for the person's primary residence.



Enforcement Procedures

1.

Other Available Remedies

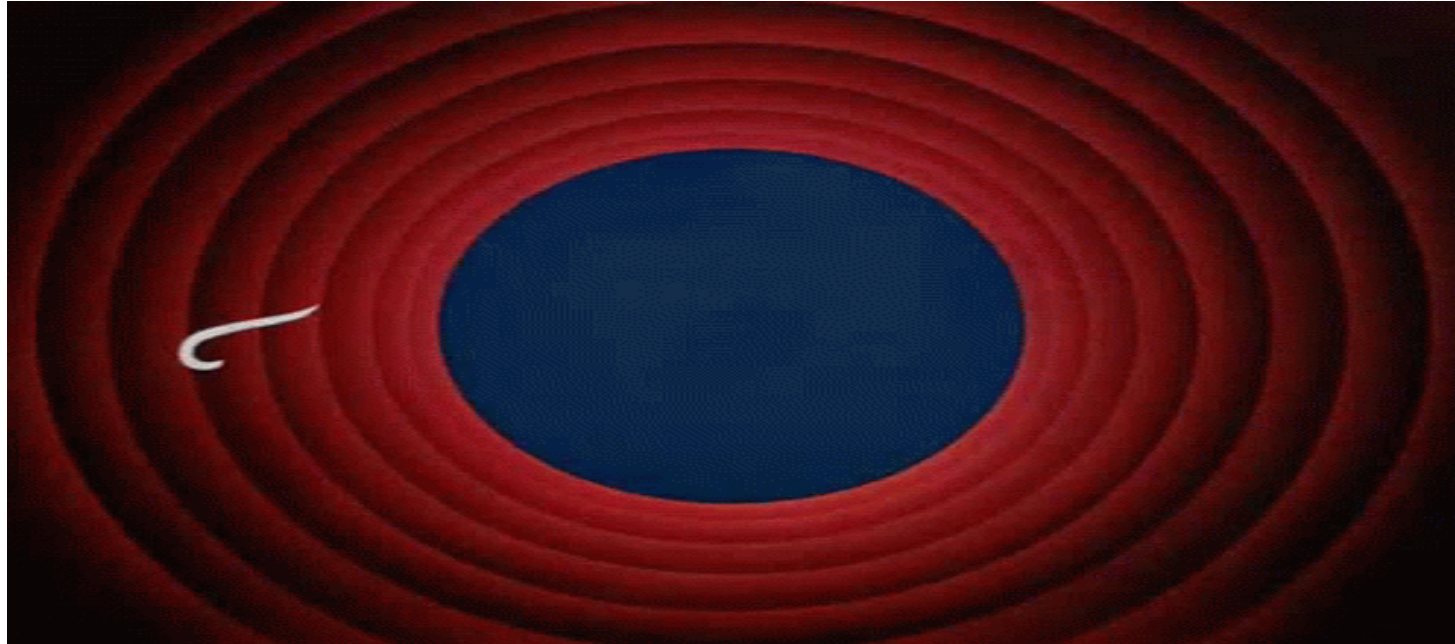
Enforcement under 160D – 175: Enforcement of Ordinances

- Civil penalties/misdemeanors
- Injunction and orders of abatement
 - Contempt is a remedy for noncompliance



Thank you for your time and attention.

1.



Please call if you have any further questions.

252-565-7194





Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, May 9, 2022
Train Depot, 614 Broad Street**

AGENDA CATEGORY: Items of Consent
SUBJECT: Case # 22-06 Special Use Permit - Mini Storage 2150 & 2176 Live Oak - Order

BRIEF SUMMARY:

At the Board’s March 14, 2022 meeting an evidentiary hearing was conducted and a Special Use Permit was granted for a Mini Storage facility for 2150 & 2176 Live Oak. As per the N.C. General Statutes the Board will need to review the order and agree to it before it is signed.

The order has been reviewed by the Town Attorney.

REQUESTED ACTION:

Decision on proposed order

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A






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

TOWN OF BEAUFORT, NC ORDER GRANTING A SPECIAL USE PERMIT

The Board of Commissioners for the Town of Beaufort, NC having held a quasi-judicial hearing on March 14, 2022 to consider application number 22-06, submitted by The Cullipher Group on behalf of the owner Rosemyr Corporation, a request for (PIN #'s 731605191929000, 731703102015000, 731605192705000) for a Special Use Permit for Mini-Storage at 2150 & 2176 Live Oak Street in the B-1(Business -1 Zoning) District where such use is not allowed unless approved as a Special Use, and having heard all of the evidence and arguments presented at the hearing, makes the following FINDINGS OF FACT and draws the following CONCLUSIONS:

1. It is the Board's CONCLUSION that the Applicant complies with the literal terms of the *Land Development Ordinance* (or LDO from this point forward), specifically that the use is allowed as a special use in the R-8 Zoning District as stated in the LDO. **This conclusion is based on evidence and testimony submitted and given by the Applicants and Town Staff.**
2. It is the Board's CONCLUSION that the application submitted is complete. **This conclusion is based on the technical review of the application and testimony given by the Town Planner and based on evidence and testimony submitted and given by the Applicant.**
3. It is the Board's CONCLUSION that the location and character of the use will be in conformity with the Town's CAMA Land Use Plan and other comprehensive planning elements. **This conclusion is based on the testimony and evidence given by the Town Planner and based on the prior review and approval of the Town of Beaufort Planning Board on the issuance of a Certificate of Appropriateness.**
4. It is the Board's CONCLUSION that the streets, driveways, parking lots, traffic control, and current traffic engineering standards and Town regulations are found to be adequate for the proposed special use and the use will not require any off-street parking. **This conclusion is based on the technical review of the application and testimony given by the Town Planner and based on evidence submitted by the Applicant.**
5. It is the Board's CONCLUSION that the proposed special use will not substantially injure the value of adjoining or abutting properties. **There was no evidence presented during the hearing which would indicate the proposed use will injure the value of adjoining or abutting properties. This conclusion is based on evidence and testimony submitted and given by the Applicant and the Town Planner.**
6. It is the Board's CONCLUSION that the use will be compatible and in harmony with the adjoining land uses and the development patterns of the immediate area. **The proposed use is compatible and in harmony with the surrounding residential land use and development patterns of the immediate area in that there are at least two other Mini-Storage facilities within the vicinity. This conclusion is based on evidence and testimony submitted and given by the Town Planner.**
7. It is the Board's CONCLUSION that the proposed use will not materially endanger the public health or safety of the community if located where proposed and developed. **There was no evidence presented during the hearing which would indicate the proposed use will endanger the public health or safety of the community if located where proposed. This conclusion is based on evidence and testimony submitted and given by the Town Planner.**

Mayor  Harker
 Commissioner John Hagle •  ssioner Marianna Hollinshead
 Commissioner Bucky Oliver • Commissioner  in Cooper • Commissioner Bob Terwilliger
 Town Manager Todd Clark

THEREFORE, on the basis of all of the foregoing findings, IT IS ORDERED that the application for a SPECIAL USE PERMIT for PIN #'s 731605191929000, 731703102015000 and 731605192705000 for Mini-Storage at 2150 & 2176 Live Oak Street is **GRANTED with no condition(s)**:

Ordered this 9th day of May, 2022.

CARTERET COUNTY
NORTH CAROLINA

IN WITNESS WHEREOF, the Town of Beaufort has caused this instrument to be executed in its name as evidence of the grant of said Special Use Permit for an Accessory Dwelling Unit at 308 Ann Street, and the undersigned being all of the property owners of the property described above, have executed this instrument in evidence of their acceptance of said Special Use Permit as covenant running with the land.

Honorable Sharon Harker, Mayor

ATTEST

Elizabeth Lewis, Town Clerk

CARTERET COUNTY
NORTH CAROLINA

I, _____, a Notary Public, do hereby certify that Elizabeth Lewis personally appeared before me this day and acknowledged that she is the Town Clerk for the Town of Beaufort and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by Mayor Sharon Harker and Elizabeth Lewis, Town Clerk

Witness my hand and notarial seal this ____th day of February, 2022.

My Commission Expires: _____

Notary Public

ACCEPTANCE

I, _____, do hereby acknowledge receipt of this Special Use Permit approved by the Town of Beaufort Board of Commissioners. The undersigned does hereby acknowledge that no work may be done pursuant to this permit except in accordance with all of its conditions and requirements and that this restriction shall be binding on them and their successors in interest.

Applicant Signature

Date

NORTH CAROLINA

I certify that the following person(s) appeared before me this day, each acknowledging to me that he or she signed the forgoing document:

Name(s) of Principal(s)

Date: _____

(Official Seal)

Official Signature of Notary

_____, Notary Public
My commission expires: _____



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, May 9, 2022
Train Depot, 614 Broad Street**

AGENDA CATEGORY: Items for Discussion and Consideration
SUBJECT: Case # 22-09 Preliminary/Final Plat - 146 Gibbs Court
BRIEF SUMMARY:

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

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

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

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

REQUESTED ACTION:
Discussion on Preliminary & Final Plat
Decision on Preliminary Plat
Recommendation on the Final Plat to the Board of Commissioners

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A



STAFF REPORT



To: The Honorable Mayor & Board of Commissioners
From: Kyle Garner, AICP, Town Planner
Date: April 19, 2022
Case No. 22-09 Preliminary/Final Plat 146 Gibbs Court

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

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

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

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

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

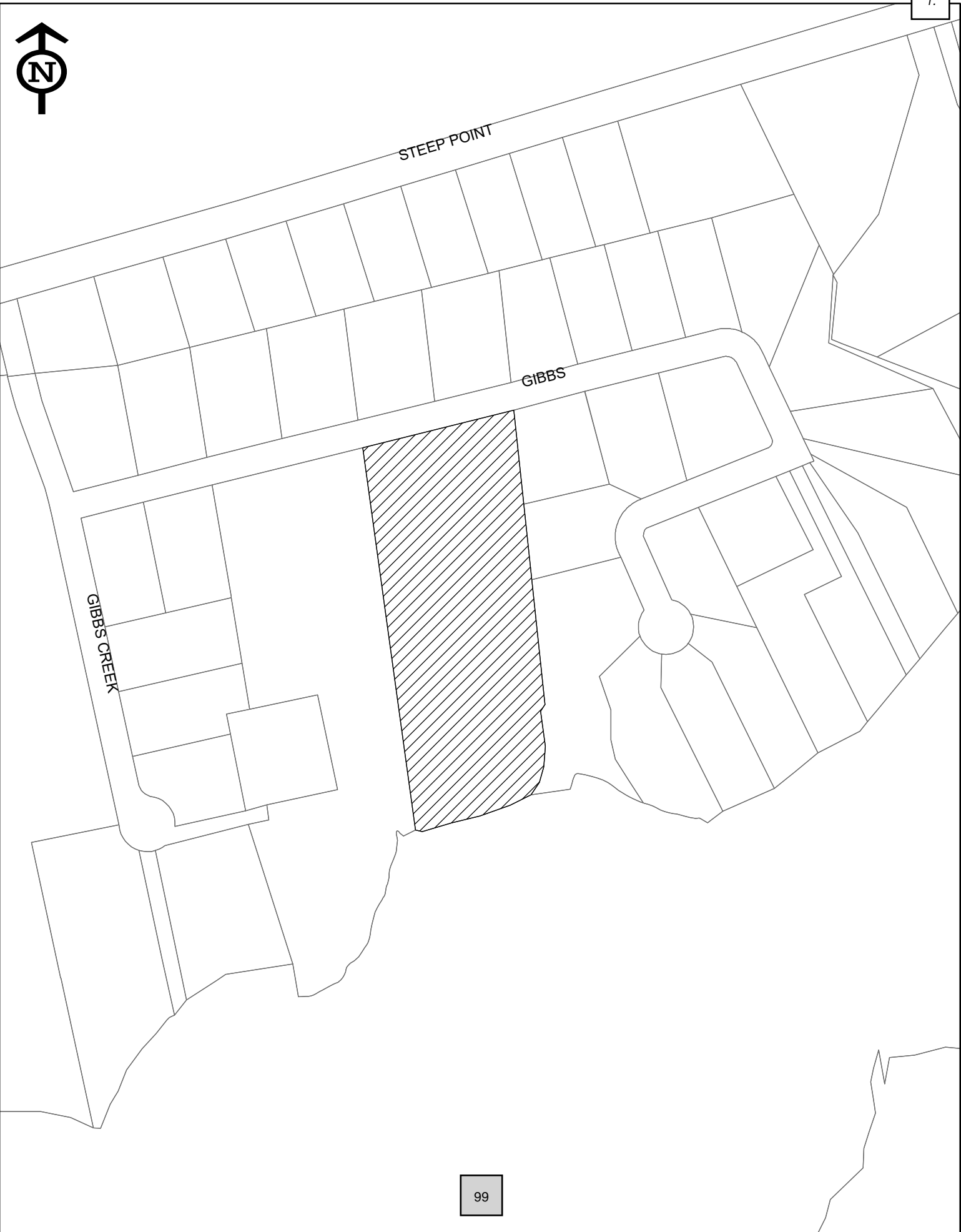
At their April 18th 2022, regular meeting the Planning Board unanimously recommended approval of the final Plat.

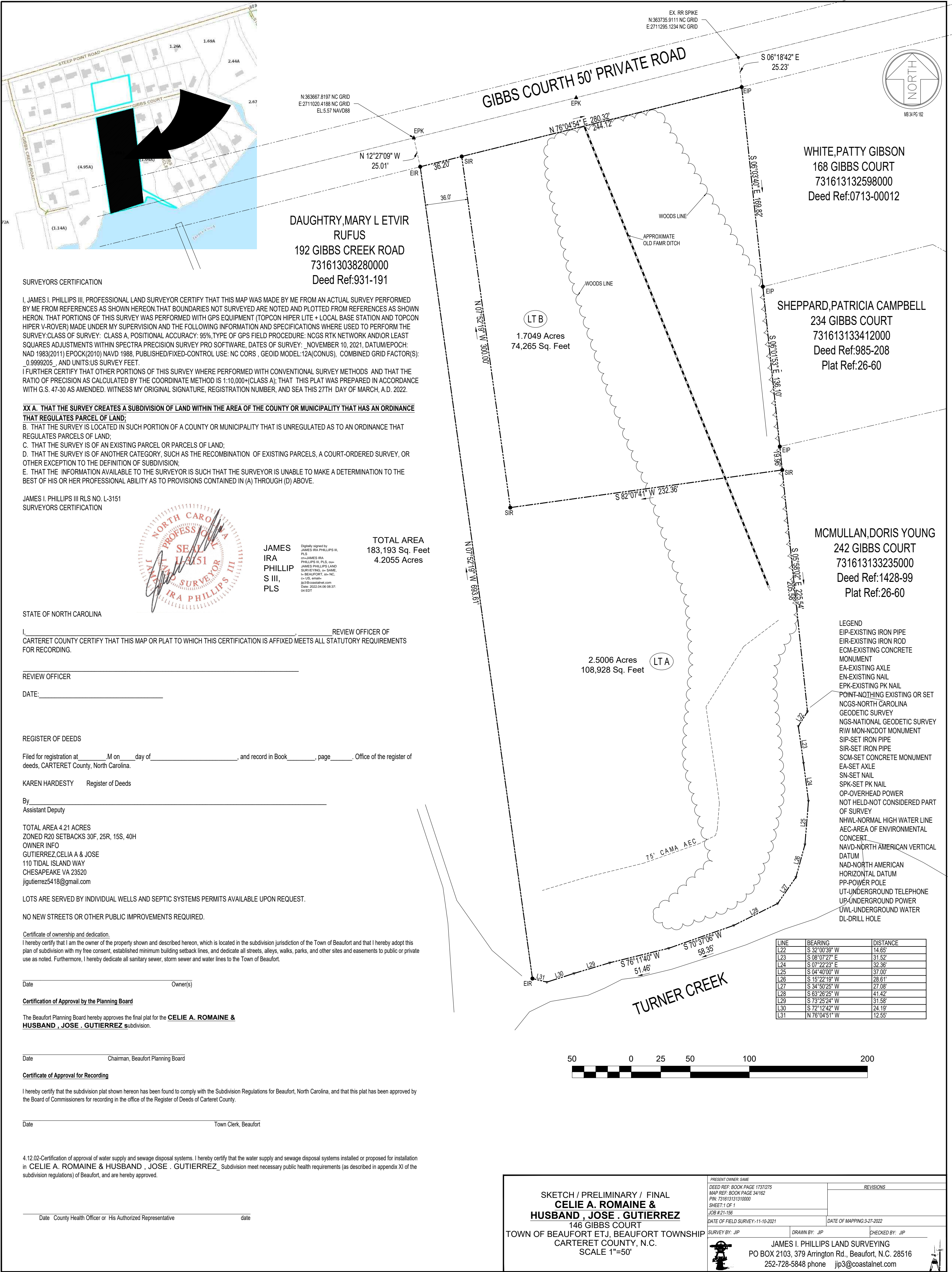
Public Utilities:
 Water: Private Well (See County Environmental Permit)
 Sanitary Sewer: Septic (See County Environmental Permit)

OPTIONS:
 1. Decision on Final Plat

Attachments:

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





WHITE, PATTY GIBSON
 168 GIBBS COURT
 731613132598000
 Deed Ref:0713-00012

SHEPPARD, PATRICIA CAMPBELL
 234 GIBBS COURT
 731613133412000
 Deed Ref:985-208
 Plat Ref:26-60

MCMULLAN, DORIS YOUNG
 242 GIBBS COURT
 731613132350000
 Deed Ref:1428-99
 Plat Ref:26-60

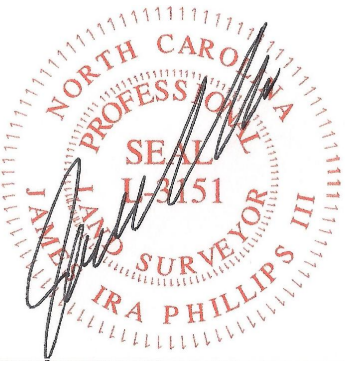
DAUGHTRY, MARY L ETVIR RUFUS
 192 GIBBS CREEK ROAD
 731613038280000
 Deed Ref:931-191

SURVEYORS CERTIFICATION

I, JAMES I. PHILLIPS III, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP WAS MADE BY ME FROM AN ACTUAL SURVEY PERFORMED BY ME FROM REFERENCES AS SHOWN HEREON. THAT BOUNDARIES NOT SURVEYED ARE NOTED AND PLOTTED FROM REFERENCES AS SHOWN HEREON. THAT PORTIONS OF THIS SURVEY WAS PERFORMED WITH GPS EQUIPMENT (TOPCON HIPER LITE + LOCAL BASE STATION AND TOPCON HIPER V-ROVER) MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION AND SPECIFICATIONS WERE USED TO PERFORM THE SURVEY: CLASS OF SURVEY: CLASS A, POSITIONAL ACCURACY: 95% TYPE OF GPS FIELD PROCEDURE: NCGS RTK NETWORK AND/OR LEAST SQUARES ADJUSTMENTS WITHIN SPECTRA PRECISION SURVEY PRO SOFTWARE, DATES OF SURVEY: NOVEMBER 10, 2021, DATUM/EPOCH: NAD 1983(2011) EPOCH(2010) NAVD 1988, PUBLISHED/FIXED-CONTROL USE: NC CORRS, GEOID MODEL:12A(CONUS), COMBINED GRID FACTOR(S): 0.9999205, AND UNITS: US SURVEY FEET.
 I FURTHER CERTIFY THAT OTHER PORTIONS OF THIS SURVEY WERE PERFORMED WITH CONVENTIONAL SURVEY METHODS AND THAT THE RATIO OF PRECISION AS CALCULATED BY THE COORDINATE METHOD IS 1:10,000+(CLASS A); THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEA THIS 27TH DAY OF MARCH, A.D. 2022.

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

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



JAMES
 IRA
 PHILLIPS
 S III,
 PLS

Digitally signed by
 JAMES IRA PHILLIPS III,
 PLS
 DN: cn=JAMES IRA PHILLIPS III, PLS, o=JAMES PHILLIPS LAND SURVEYING, ou=STATE OF NORTH CAROLINA, ou=REGISTERED PROFESSIONAL LAND SURVEYORS, email=jirp@coastalnet.com, Date: 2022.04.06 08:37:04 EDT

TOTAL AREA
 183,193 Sq. Feet
 4.2055 Acres

STATE OF NORTH CAROLINA

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

REVIEW OFFICER

DATE: _____

REGISTER OF DEEDS

Filed for registration at _____ M on _____ day of _____, and record in Book _____, page _____. Office of the register of deeds, CARTERET County, North Carolina.

KAREN HARDESTY Register of Deeds

By _____ Assistant Deputy

TOTAL AREA 4.21 ACRES
 ZONED R20 SETBACKS 30F, 25R, 15S, 40H
 OWNER INFO
 GUTIERREZ, CELIA A & JOSE
 110 TIDAL ISLAND WAY
 CHESAPEAKE VA 23520
 jgutierrez5418@gmail.com

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

NO NEW STREETS OR OTHER PUBLIC IMPROVEMENTS REQUIRED.

Certificate of ownership and dedication.

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

Date _____ Owner(s) _____

Certification of Approval by the Planning Board

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

Date _____ Chairman, Beaufort Planning Board

Certificate of Approval for Recording

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

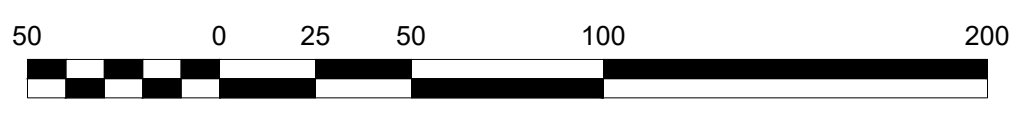
Date _____ Town Clerk, Beaufort

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

Date _____ County Health Officer or His Authorized Representative _____ date

- LEGEND**
- EIP-EXISTING IRON PIPE
 - EIR-EXISTING IRON ROD
 - ECM-EXISTING CONCRETE MONUMENT
 - EA-EXISTING AXLE
 - EN-EXISTING NAIL
 - EPK-EXISTING PK NAIL
 - POINT-NOTHING EXISTING OR SET
 - NGCS-NORTH CAROLINA GEODETIC SURVEY
 - NGS-NATIONAL GEODETIC SURVEY
 - R1W-MON-NC DOT MONUMENT
 - SIP-SET IRON PIPE
 - SIR-SET IRON PIPE
 - SCM-SET CONCRETE MONUMENT
 - EA-SET AXLE
 - SN-SET NAIL
 - SPK-SET PK NAIL
 - OP-OVERHEAD POWER
 - NOT HELD-NOT CONSIDERED PART OF SURVEY
 - NHWL-NORMAL HIGH WATER LINE
 - AEC-AREA OF ENVIRONMENTAL CONCERN
 - NAVD-NORTH AMERICAN VERTICAL DATUM
 - NAD-NORTH AMERICAN HORIZONTAL DATUM
 - PP-POWER POLE
 - UT-UNDERGROUND TELEPHONE
 - UP-UNDERGROUND POWER
 - UWL-UNDERGROUND WATER
 - DL-DRILL HOLE

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

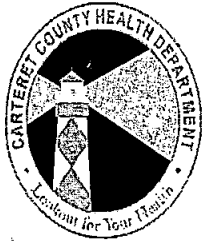


SKETCH / PRELIMINARY / FINAL
CELIE A. ROMAINE & HUSBAND, JOSE . GUTIERREZ
 146 GIBBS COURT
 TOWN OF BEAUFORT ETJ, BEAUFORT TOWNSHIP
 CARTERET COUNTY, N.C.
 SCALE 1"=50'

PRESENT OWNER: SAME
 DEED REF: BOOK PAGE 1737275
 MAP REF: BOOK PAGE 34162
 PIN: 7316131310000
 SHEET: 1 OF 1
 JOB #21-156
 DATE OF FIELD SURVEY: 11-10-2021
 DATE OF MAPPING: 3-27-2022

SURVEY BY: JIP DRAWN BY: JIP CHECKED BY: JIP

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



Well Construction Permit

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

For Office Use Only

*CDP File Number 360835

PIN Number: 73161313131000

Tax Lot #: A Tax Block #: _____

Evaluated For: SINGLE FAMILY WELL

Property Owner: George Edward Gibbs

Address: 1304 Inverness Dr

City: Lawrence

State/Zip: NC / 66049

Phone #: H: (785) 843-6340

Applicant: Sarah Hassinger

Address: 131 Middle Ln

City: Beaufort

State/Zip: NC / 28516

Phone #: C: (252) 723-0255

Property Location & Site Information

Address/Road #: 146 Gibbs Ct Subdivision: _____ Phase: _____ Lot: A

Beaufort NC, 28516 *Proposed use of Well: SINGLE FAMILY

Directions If Other: _____

Well Contractor Information

Drilling Contractor: _____ Driller Registration: _____

Permit Conditions

***Permit Conditions**

Well shall maintain the following setbacks:

- 25' to any existing or proposed structure or foundation
- 50' to any part of initial or repair wastewater system area

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

*Issued By: Tovsky, Andrew

Authorized State Agent: [Signature]

Owner/Applicant: _____

*Date of Issue: 08/03/2021

Hand Drawing Import Drawing

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

Site Plan

1.

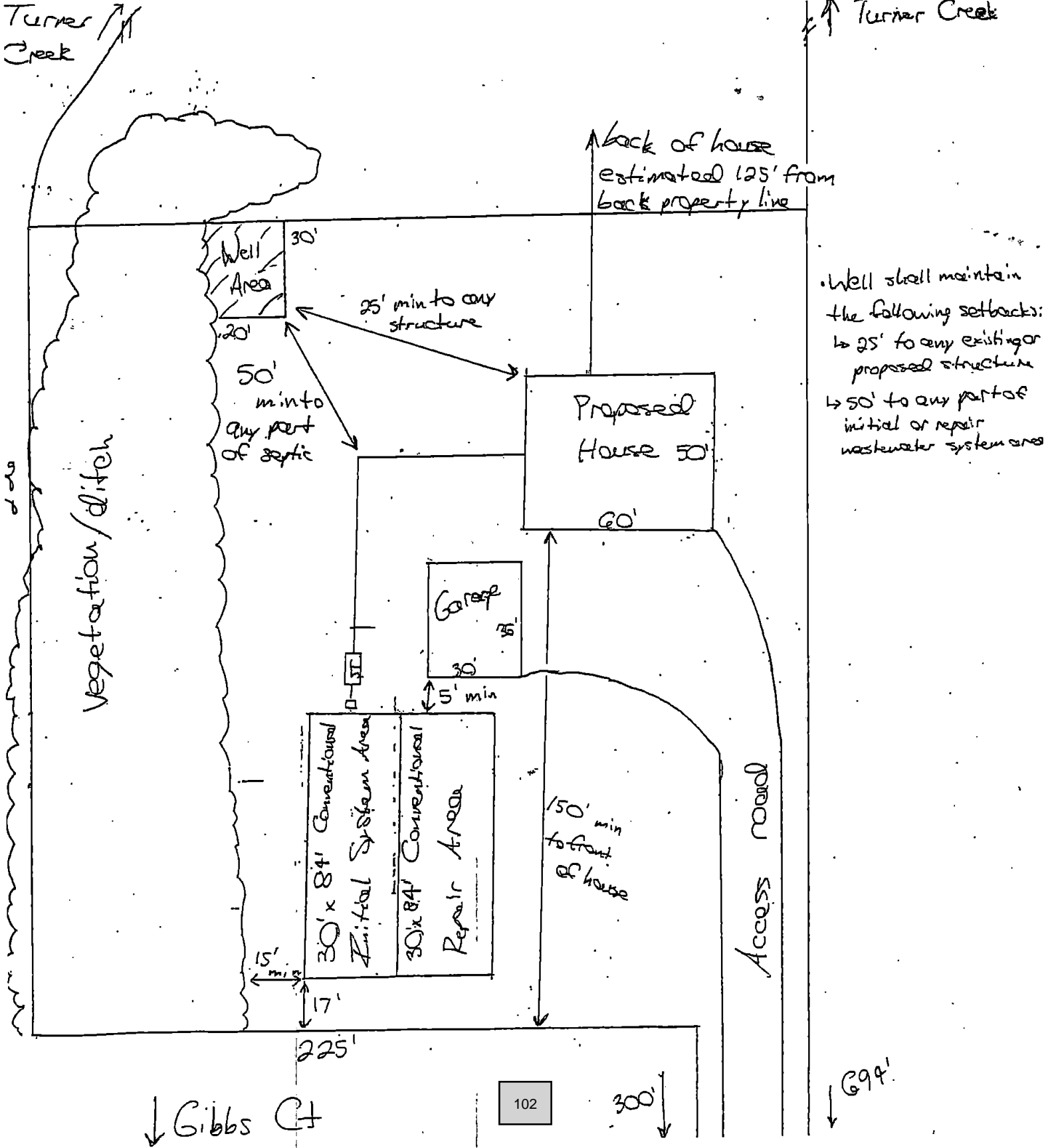
- Construction Authorization
- Improvement Permit
- Well Permit
- Existing System Connection Authorization

CDP File Number: 360835

County File Number: 2316.13.13.1310

Scale 1 " to 40 '

Address: 146 Gibbs Ct Lot A



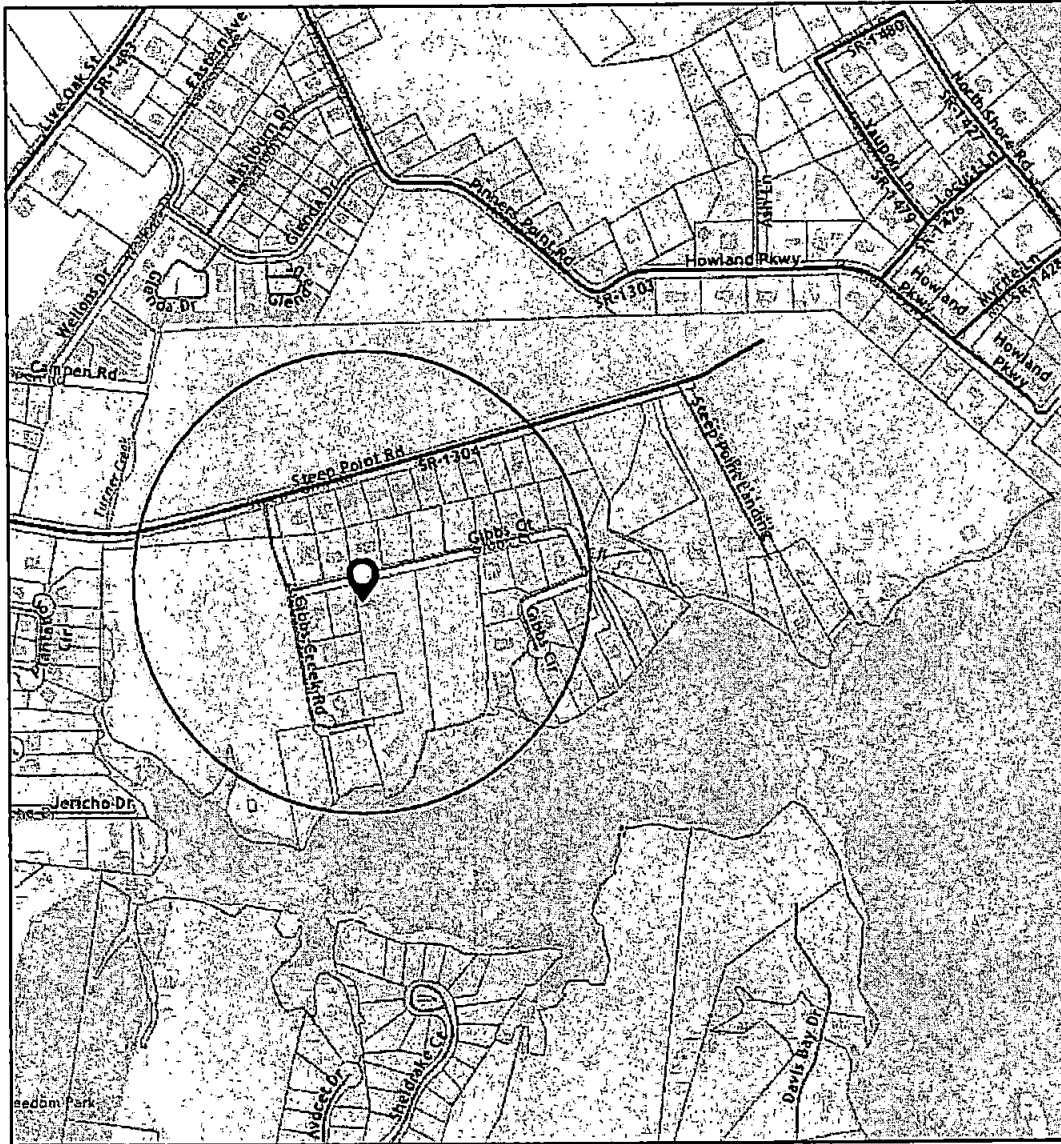
Well shall maintain the following setbacks:
 -> 25' to any existing or proposed structure
 -> 50' to any part of initial or repair wastewater system area

WPDT Report

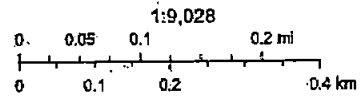
Area of Interest (AOI) Information

Area : 3,134,508.65 ft²

Aug 3 2021 15:18:08 Eastern Daylight Time



- Parcels (Polygons) - Parcels
- Non-System Roads**
 - Federal Route
 - Non-System
- Other System Roads**
 - Ramps, Rest Areas, Non-Mainline
- Projected Route**
- Other State Agency Route**
- Secondary Route**
- Primary Roads**
 - Interstate
 - US Route
 - NC Route



NC DOT, GIS Unit, Esri, NASA, NSA, USGS, FEMA, Esri Community Mass
 Contributors, Currier County, State of North Carolina, Esri, NCRHE
 Query, GeoCloud, INCREMENT P, METANADA, USGS, EPA, NPS, US
 Census Bureau, USDA

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IMPROVEMENT PERMIT

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

For Office Use Only

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

1.

PERMIT VALID UNTIL: 07/14/2026

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

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

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

Property Location & Site Information

Address/Road #: 146 Gibbs Ct Beaufort, NC 28516 **Subdivision:** _____ **Phase:** NEW **Lot:** A
Structure: SINGLE FAMILY **Directions**
of Bedrooms: 5
of People: 10
***Water Supply:** PUBLIC

System Specifications

Initial System		
*Site Classification: <u>Provisionally Suitable</u>	Minimum Trench Depth: <u>12</u> Inches	
Design Flow: <u>600</u>	Maximum Trench Depth: <u>14</u> Inches	
Soil Application Rate: <u>0.6000</u>	Septic Tank: <u>1250</u> Gallons	
*System Classification/Description: <u>TYPE II C. CONV. SYSTEM WITH SHALLOW PLACEMENT</u>	Pump Required: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> May Be Required	
*Proposed System: <u>CONVENTIONAL</u>	Pump Tank: <u>1000</u> Gallons	

Repair System Required: Yes No No, but has Available Space

Repair System

*Site Classification: <u>Provisionally Suitable</u>	Minimum Trench Depth: <u>12</u> Inches
Soil Application Rate: <u>0.600</u>	Maximum Trench Depth: <u>16</u> Inches
*System Classification/Description: <u>TYPE II C. CONV. SYSTEM WITH SHALLOW PLACEMENT</u>	Pump Required: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> May Be Required
*Proposed System: <u>CONVENTIONAL</u>	Pump Tank: _____ Gallons

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

***Site Modifications**

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

***Permit Conditions**

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

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

Hand Drawing Import Drawing

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

Site Plan

1.

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

CDP File Number: 360835

County File Number: 7316.13.131310

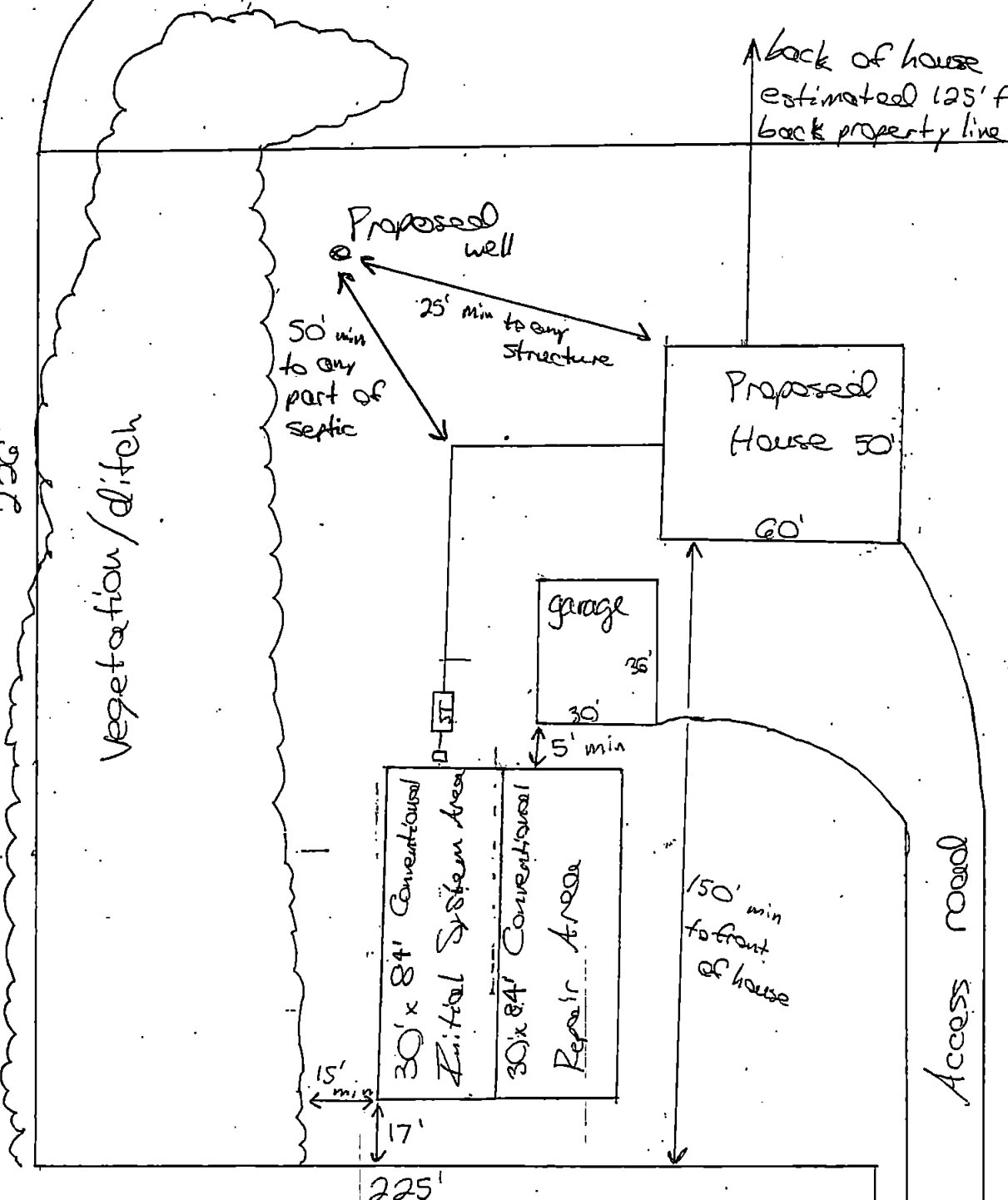
Scale 1 " to 40 '

Address: 146 Gibbs Ct Lot A

Turner
Creek

Turner Creek

Back of house
estimated 125' from
back property line



o A well permit shall be required prior to Construction Authorization issuance.

o A recorded map of the property shall be required prior to Construction Authorization issuance.

226'

Gibbs Ct

106

300'

694'

225'



IMPROVEMENT PERMIT

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

For Office Use Only

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

1.

PERMIT VALID UNTIL: 07/15/2026

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

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

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

Property Location & Site Information

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

Directions

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

System Specifications

Initial System

*Site Classification: Suitable
 Design Flow: 480
 Soil Application Rate: 0.7000
 *System Classification/Description:
TYPE II A. CONV SYSTEM (SINGLE-FAMILY OR 480 GPD OR LESS)
 *Proposed System:
CONVENTIONAL

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

Repair System Required: Yes No No, but has Available Space

Repair System

*Site Classification: Suitable
 Soil Application Rate: 0.600
 *System Classification/Description:
TYPE II A. CONV SYSTEM (SINGLE-
 *Proposed System:
8" LARGE DIAMETER PIPE SYST

Minimum Trench Depth: 12 Inches
 Maximum Trench Depth: 18 Inches
 Pump Required: Yes No May Be Required

***Site Modifications**

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

***Permit Conditions**

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

Site Plan

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

Plat

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

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

Applicant/Legal Resps. Signature Required ?

Yes

No

Applicant/Legal Reprs. Signature: _____

Date: _____

*Issued By: Allen, Daniel

Date of Issue: 07/15/2021

Authorized State Agent: Daniel Allen

Valid without Expiration ?

Hand Drawing

Import Drawing

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

Site Plan

1.

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

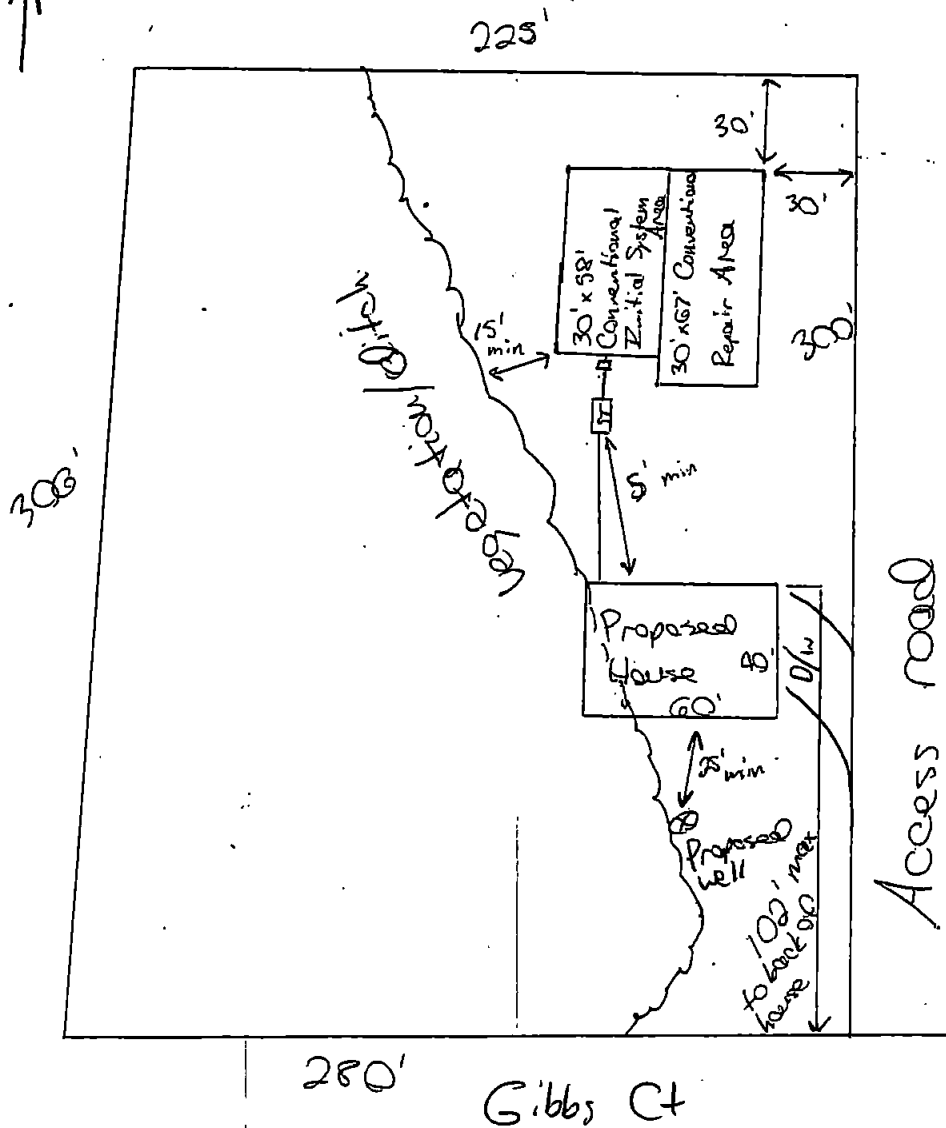
CDP File Number: 360836

County File Number: 7316.13.13.1310

Scale 1 " to 60 '.

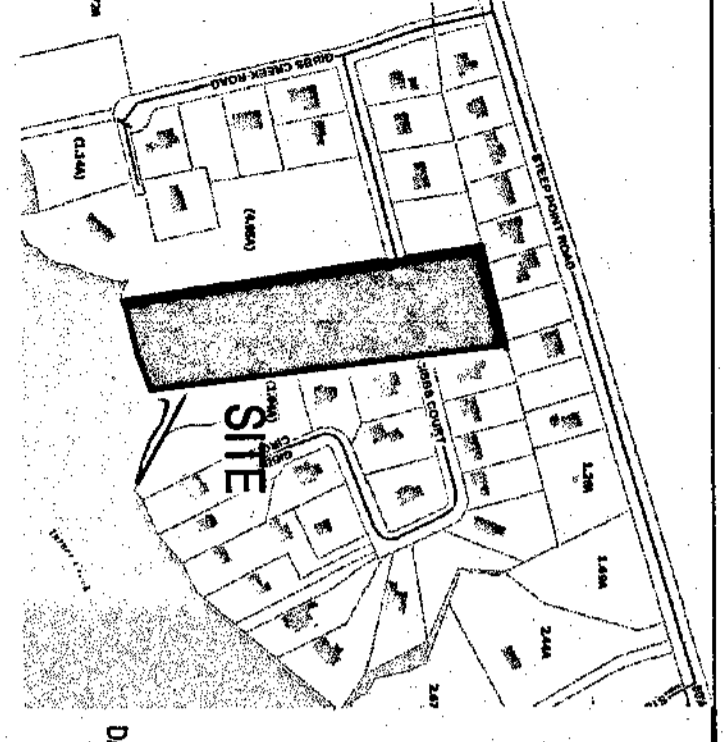
Address: 146 Gibbs Ct Lot B

Turner
Creek
↑



• A well permit shall be required prior to Construction Authorization issuance.

• A recorded map of the property shall be required prior to Construction Authorization issuance.



LINE	BEARING	DISTANCE
L1	N12°27'09"W	25.07
L2	N07°05'40"W	25.19
L3	S05°48'17"E	25.09
L4	S06°18'42"E	25.27
L5	S32°00'39"W	14.65
L6	S08°07'21"E	31.52
L7	S07°22'23"E	32.26
L8	S04°40'00"W	37.07
L9	S15°22'19"W	28.87
L10	S34°50'25"W	27.08
L11	S63°26'25"W	41.42
L12	S70°37'08"W	58.36
L13	S76°11'40"W	51.46
L14	S73°25'24"W	31.58
L15	S72°12'42"W	24.19
L16	N16°04'51"W	12.95

DAUGHTRY, MARY L. ET VIR RUFUS
 182 GIBBS CREEK ROAD
 PIN: 73161303820000
 Deed Ref: 93-1-191

DAUGHTRY, MANTHAN L. ET VIR PATRICI
 135 GIBBS COURT
 PIN: 73161303875000
 Deed Ref: 1023-301
 Deed Ref: 93-365

REMY RUSSELL J. ET AL. CAROL A
 167 GIBBS COURT
 PIN: 73161312840000
 Deed Ref: 139-9-6 Deed Ref: 26-80

WHITE PATTY GIBSON
 188 GIBBS COURT
 PIN: 731613132598000
 Deed Ref: 07-13-00012

MCULLAN DORIS YOUNG
 242 GIBBS COURT
 PIN: 73161313235000
 Deed Ref: 1428-99

SHEPPARD PATRICIA CAMPBELL
 224 GIBBS COURT
 PIN: 731613133412000
 Deed Ref: 995-208

NOTE
 LINES L4-L16 IS THE
 NORMAL HIGH
 WATER LINE OF
 GIBBS CREEK

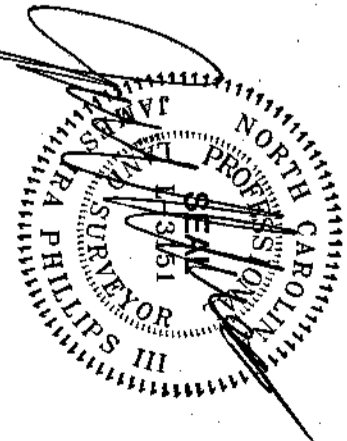


SURVEYORS CERTIFICATION

I, JAMES I. PHILLIPS III, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP WAS MADE BY ME FROM AN ACTUAL SURVEY PERFORMED BY ME FROM REFERENCES AS SHOWN HEREON. THAT BOUNDARIES NOT SURVEYED ARE NOTED AND PLOTTED FROM REFERENCES AS SHOWN HEREON. THAT PORTIONS OF THIS SURVEY WAS PERFORMED WITH GPS EQUIPMENT (TOPCON Hiper Lite + LOCAL BASE STATION AND TOPCON Hiper VADVER) MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION AND SPECIFICATIONS WHERE USED TO PERFORM THE SURVEY: CLASS OF SURVEY: CLASS A POSITIONAL ACCURACY: 58% TYPE OF GPS FIELD PROCEDURE: NCS RTK NETWORK AND/OR LEAST SQUARES ADJUSTMENTS WITHIN SPECIFIED POSITIONAL ACCURACY. DATES OF SURVEY: FEBRUARY 2, 2021. DATUM/EPOCH: NAD 1983 (2011) EPOCH 2010) NAVD 1983. PUBLISHED/PROPOSED CONTROL USE: NC CORS, GEOID MODEL: (24CONUS), COMBINED GRID FACTORS: 0.9998205, AND UNITS: US SURVEY FEET. I FURTHER CERTIFY THAT OTHER PORTIONS OF THIS SURVEY WHERE PERFORMED WITH CONVENTIONAL SURVEY METHODS AND THAT THE RATIO OF FURTHER CERTIFY THAT OTHER PORTIONS OF THIS SURVEY WHERE PERFORMED WITH CONVENTIONAL SURVEY METHODS AND THAT THE RATIO OF AMENDED WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SIGN THIS 18TH DAY OF FEBRUARY, A.D. 2021.

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

JAMES I. PHILLIPS III R.S.N.D. L3161
 SURVEYORS CERTIFICATION



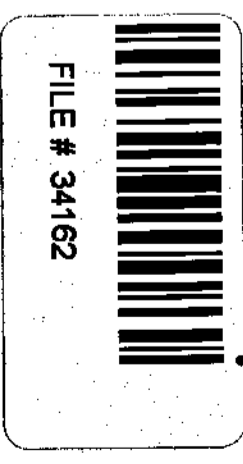
STATE OF NORTH CAROLINA
 I, *Allen K. Hillis*
 CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 REVIEW OFFICER OF CARTERET COUNTY
 REVIEW OFFICER
 DATE: 2-23-2021

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

KAREN HARDESTY, Register of Deeds
 By: *Karen Hardesty*
 Assessment Deputy

APPROVED FOR RECORDING BY THE TOWN OF BEAUFORT, OFFICIAL
Ray Brite
 TITLE
 DATE: 2/23/21

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



SUBDIVISION PLAT
GEORGE EDWARD GIBBS TRUST
 TOWN OF BEAUFORT ET AL, BEAUFORT TOWNSHIP
 CARTERET COUNTY, N.C.
 SCALE 1"=100'

JAMES I. PHILLIPS LAND SURVEYING
 PO BOX 2103, 379 Arlington Rd., Beaufort, N.C. 28516
 252-728-8948 phone jip@coastalnet.com

RESIDENT OWNER NAME: _____
 DEED REF. BOOK PAGE TRIM: _____
 MAP REF. BOOK PAGE NAME: _____
 PARCEL NUMBER: 09103530000
 DATE OF FIELD SURVEY: FEBRUARY 2021
 DATE OF MAP PRINTING: 8-2021

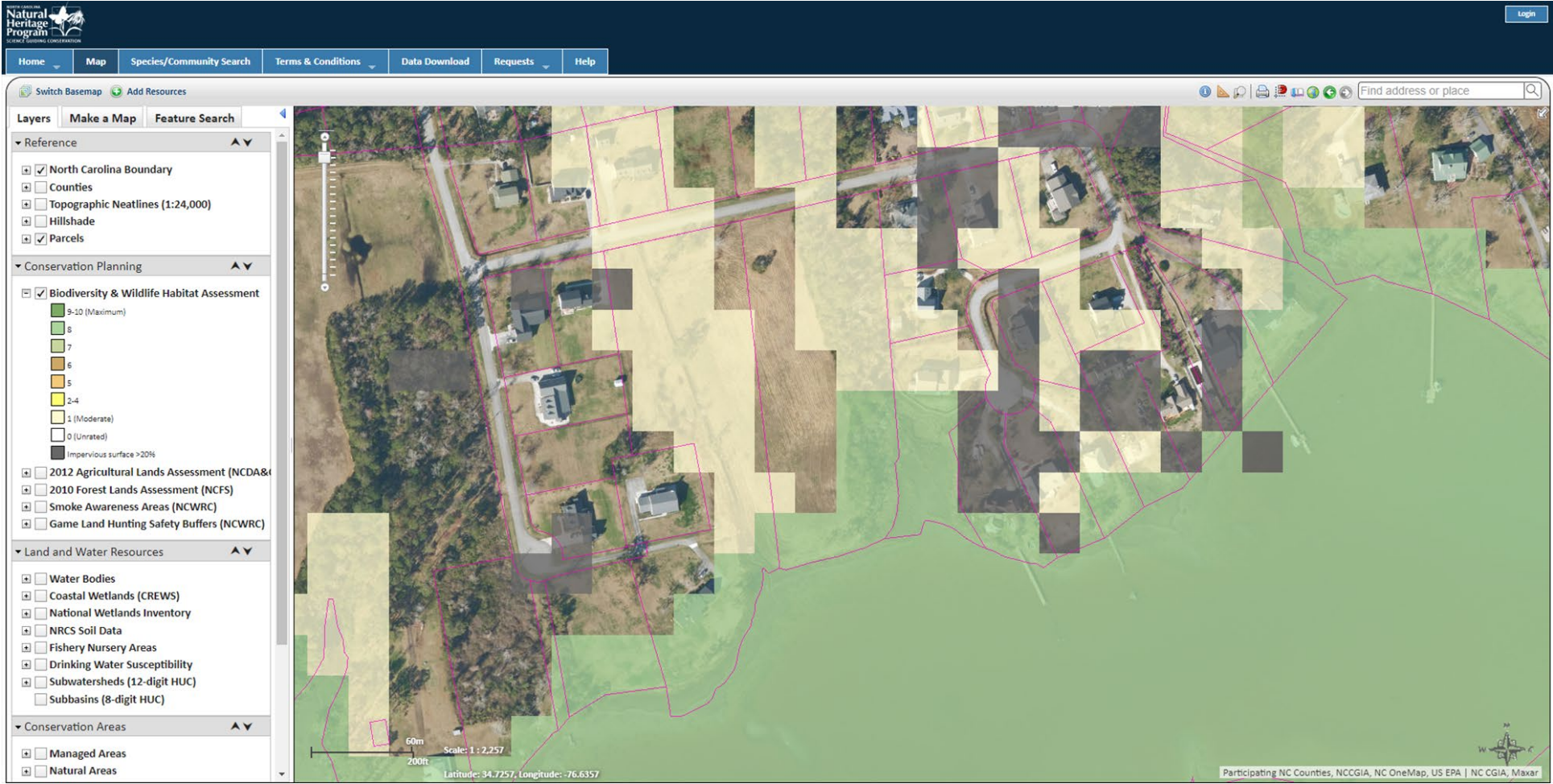
DRAWN BY: _____ CHECKED BY: _____
 SURVEYOR: _____

Environmental Conditions: 146 Gibbs Court

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

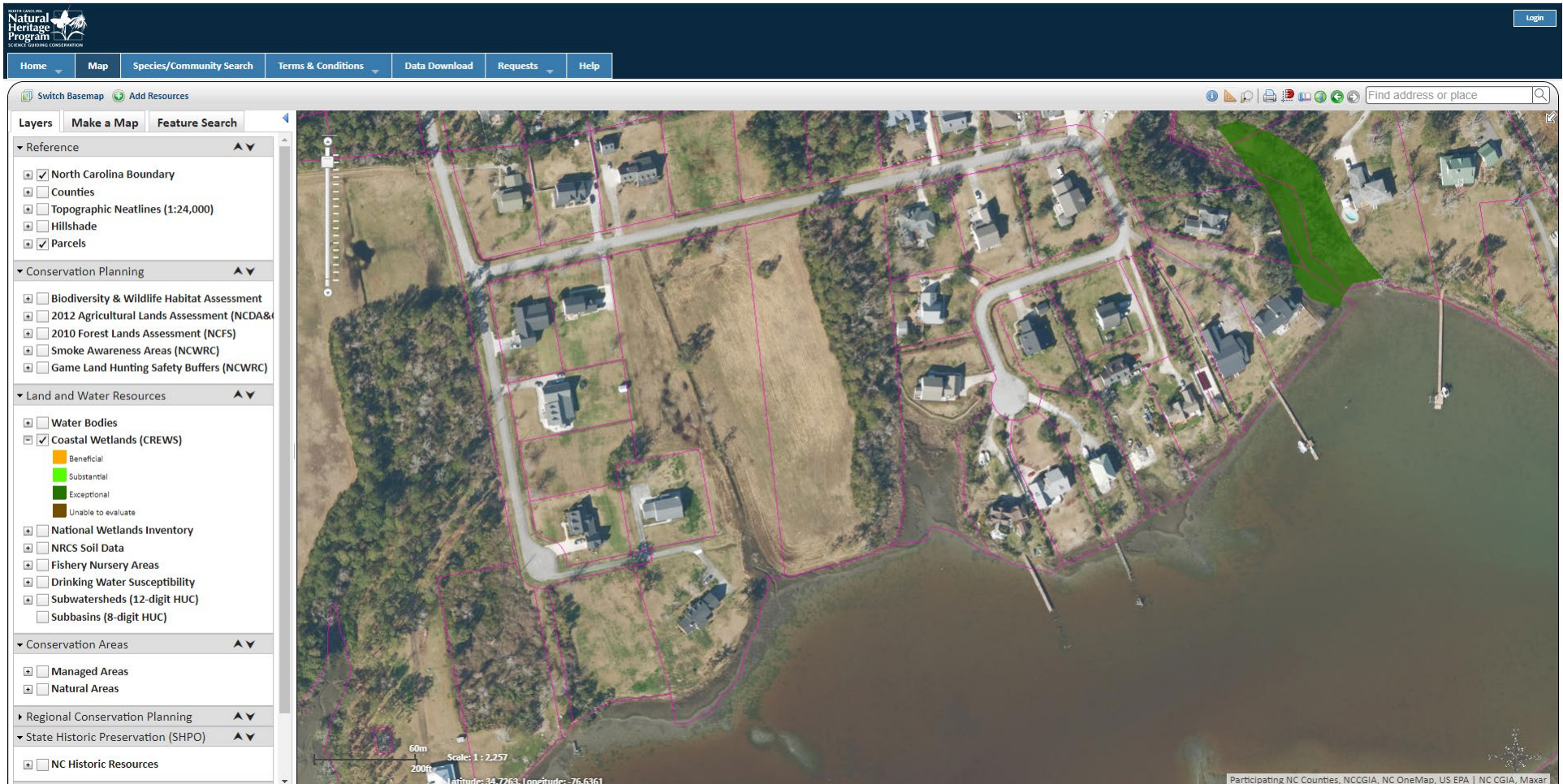
Natural Heritage Program Biodiversity & Wildlife Habitat Assessment

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



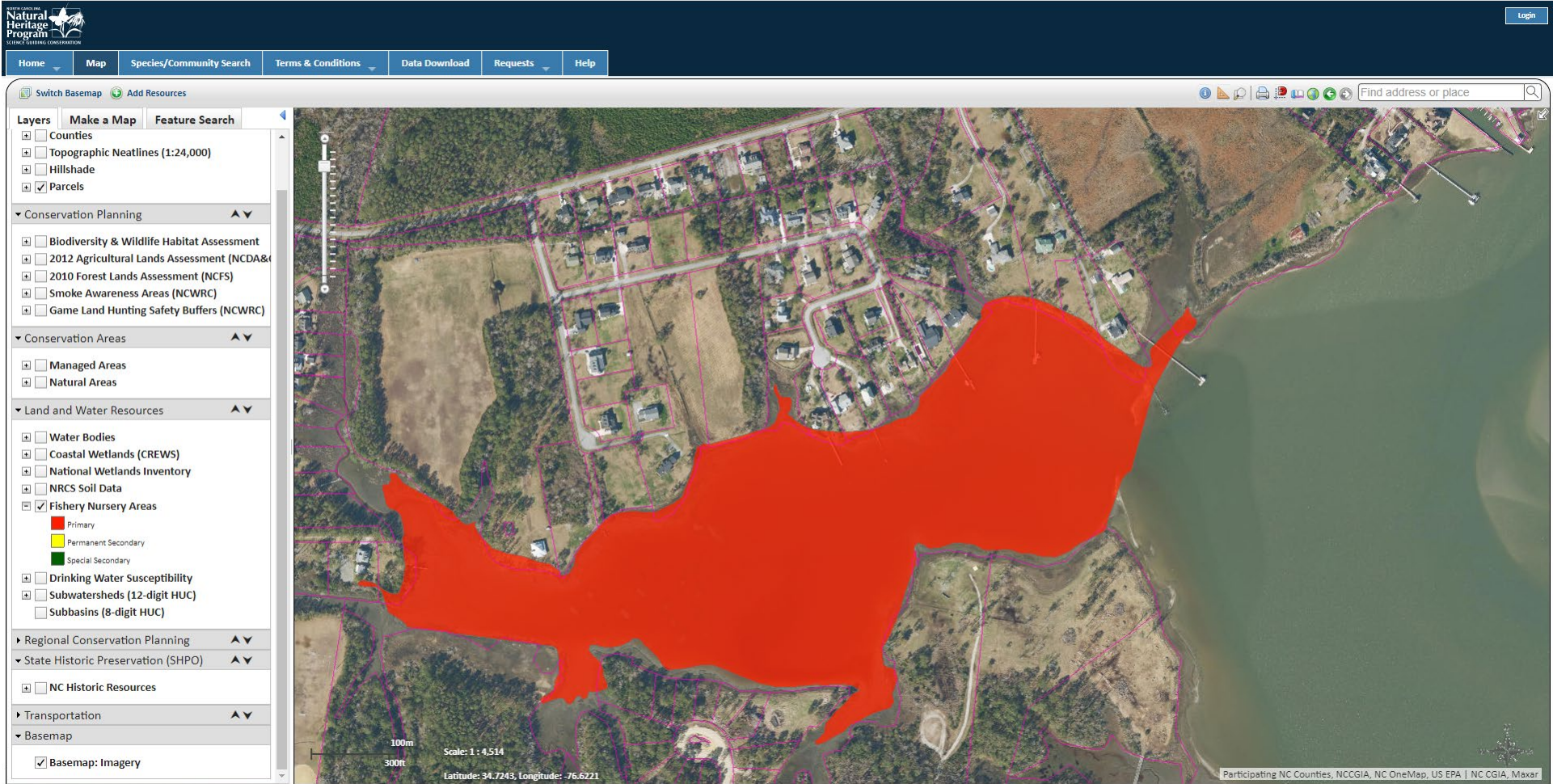
NC Coastal Region Evaluation of Wetland Significance (NC CREWS)

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



North Carolina Primary Nursery Areas

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





Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, May 9, 2022
Train Depot, 614 Broad Street**

AGENDA CATEGORY: Items for Discussion and Consideration
SUBJECT: Final Plat – Beaufort East Village Phase I

BRIEF SUMMARY:

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

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

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

REQUESTED ACTION:

Decision on Final Plat- Beaufort East Village Phase I

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A



STAFF REPORT



To: The Honorable Mayor & Board of Commissioners
From: Kyle Garner, AICP, Town Planner
Date: April 19, 2022
Case No. 22-10 Beaufort East Village - Final Plat Phase I

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

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

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

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

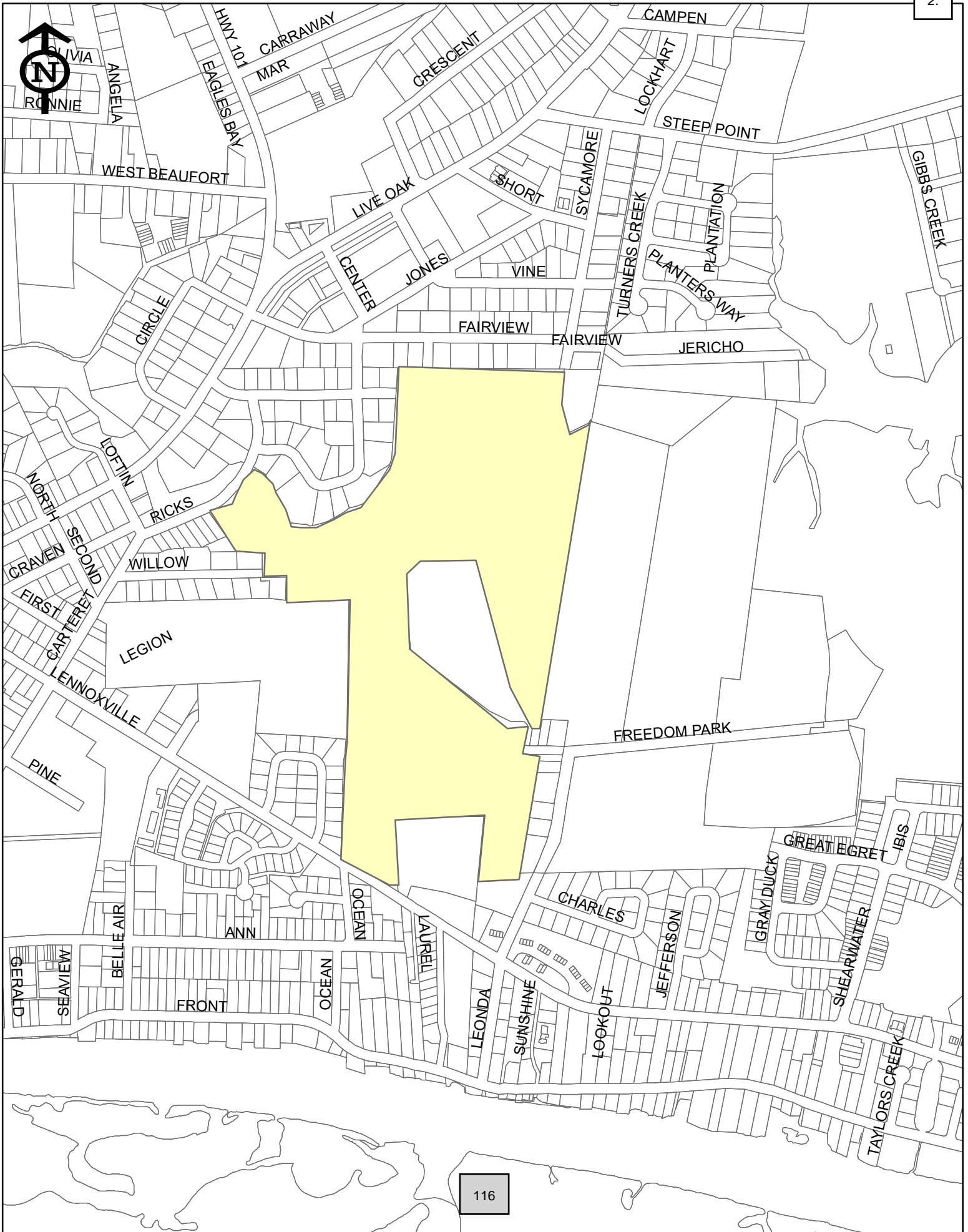
At their April 18th, 2022 meeting the Planning Board recommended unanimously the approval of the Final Plat to the Board of Commissioner's.

Public Utilities:
 Water: Town Of Beaufort
 Sanitary Sewer: Town Of Beaufort

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

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

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



DEVELOPMENT DATA:

TOTAL PHASE 1 AREA: 41.79 AC.

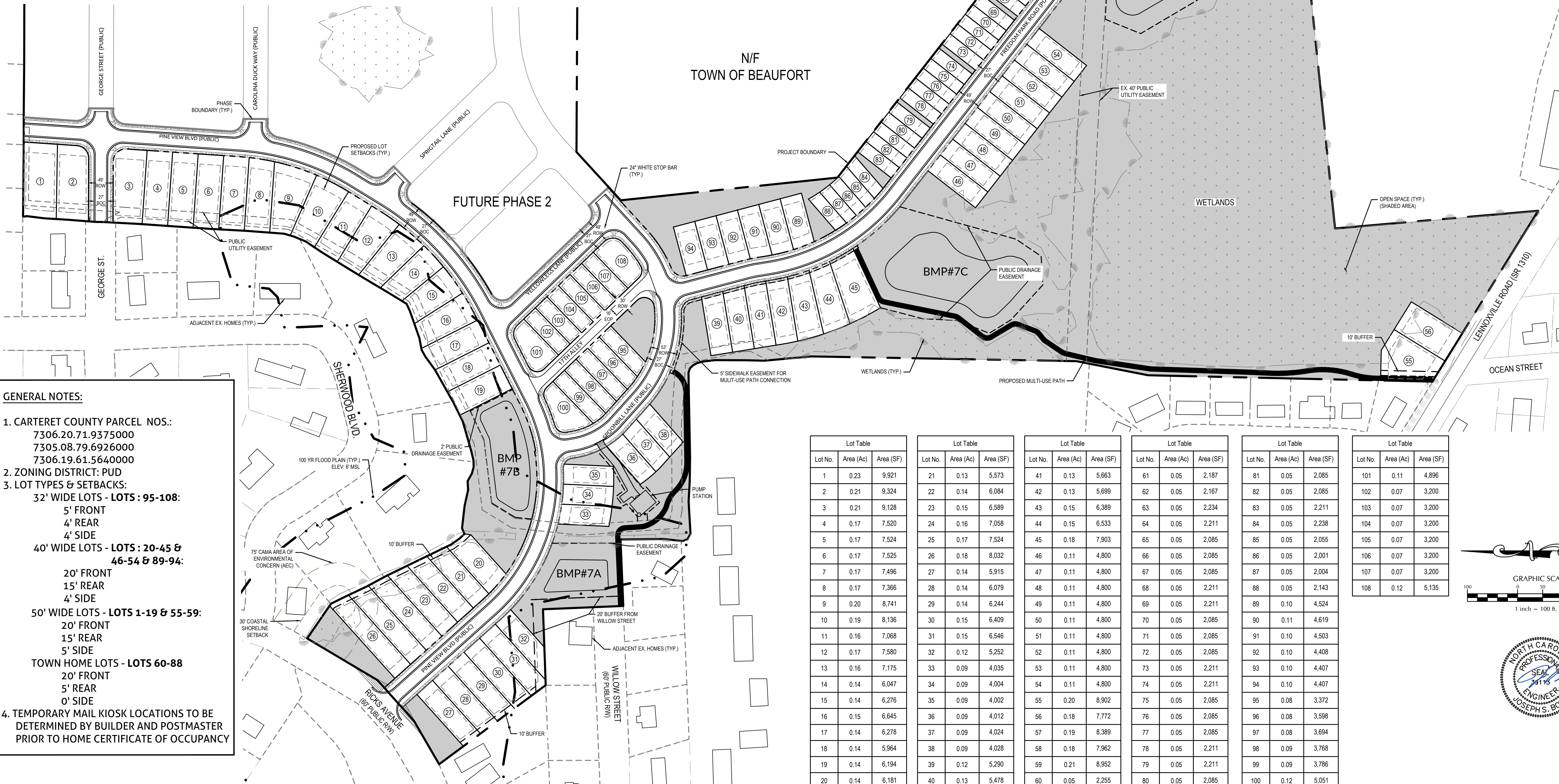
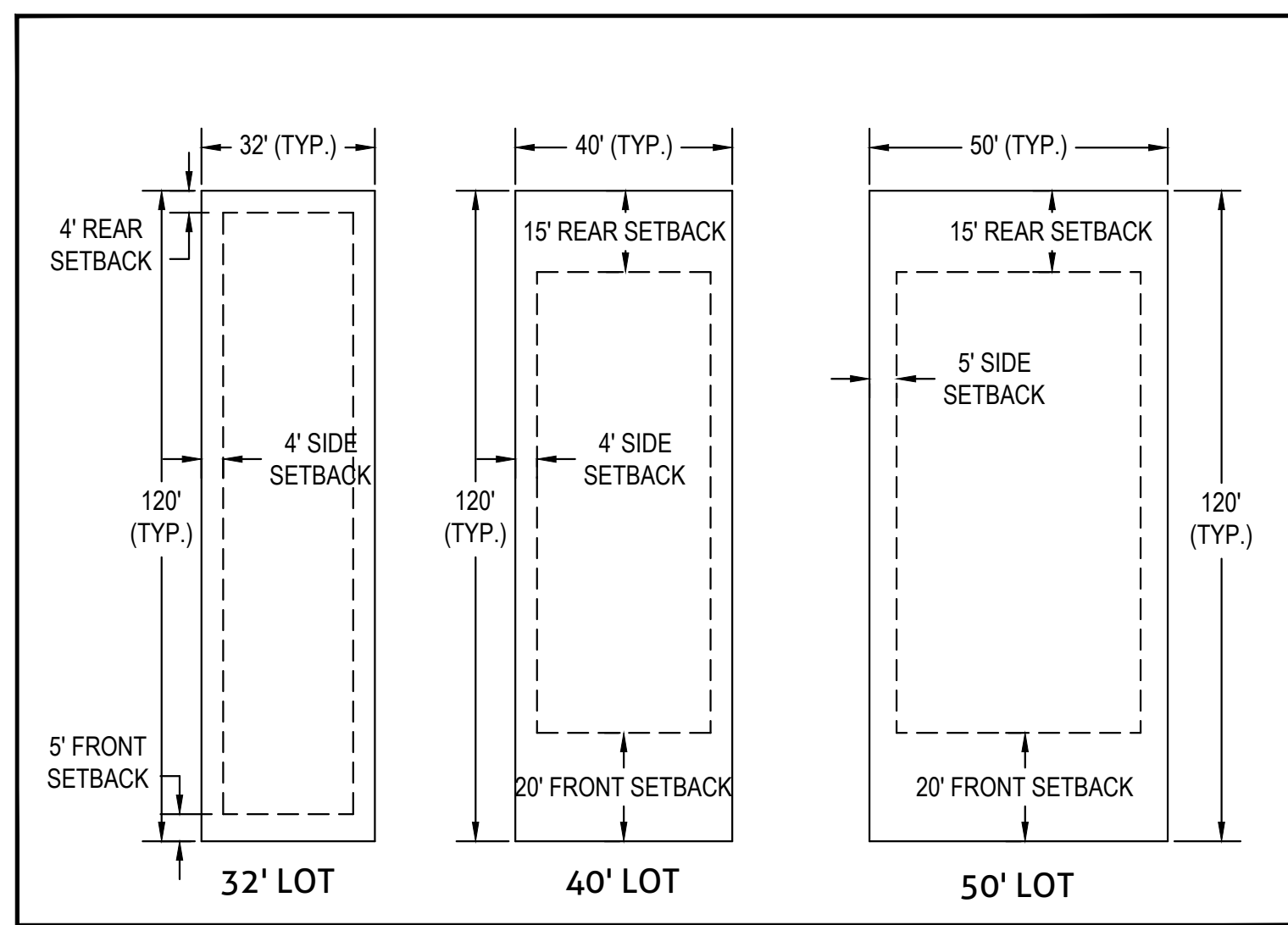
ALL OF PHASE 1 DRAINS TO SC WATERS

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

PROPOSED STREETS: 4,527 LF

PROPOSED ALLEYS: 352 LF

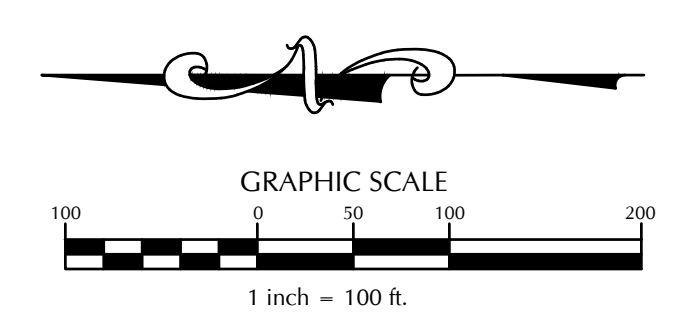
SINGLE FAMILY LOTS: TOWNHOME LOTS:
 50' WIDE: 24 26' WIDE: 12
 44' WIDE: 42 24' WIDE: 17
 40' WIDE: 28 TOTAL: 29
 32' WIDE: 14
 TOTAL: 79



GENERAL NOTES:

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

Lot Table			Lot Table			Lot Table			Lot Table			Lot Table			Lot Table		
Lot No.	Area (Ac)	Area (SF)	Lot No.	Area (Ac)	Area (SF)	Lot No.	Area (Ac)	Area (SF)	Lot No.	Area (Ac)	Area (SF)	Lot No.	Area (Ac)	Area (SF)	Lot No.	Area (Ac)	Area (SF)
1	0.23	9,921	21	0.13	5,573	41	0.13	5,663	61	0.05	2,187	81	0.05	2,085	101	0.11	4,896
2	0.21	9,324	22	0.14	6,084	42	0.13	5,699	62	0.05	2,167	82	0.05	2,085	102	0.07	3,200
3	0.21	9,128	23	0.15	6,589	43	0.15	6,389	63	0.05	2,234	83	0.05	2,211	103	0.07	3,200
4	0.17	7,520	24	0.16	7,058	44	0.15	6,533	64	0.05	2,211	84	0.05	2,238	104	0.07	3,200
5	0.17	7,524	25	0.17	7,524	45	0.18	7,903	65	0.05	2,085	85	0.05	2,055	105	0.07	3,200
6	0.17	7,525	26	0.18	8,032	46	0.11	4,800	66	0.05	2,085	86	0.05	2,001	106	0.07	3,200
7	0.17	7,496	27	0.14	5,915	47	0.11	4,800	67	0.05	2,085	87	0.05	2,004	107	0.07	3,200
8	0.17	7,366	28	0.14	6,079	48	0.11	4,800	68	0.05	2,211	88	0.05	2,143	108	0.12	5,135
9	0.20	8,741	29	0.14	6,244	49	0.11	4,800	69	0.05	2,211	89	0.10	4,524			
10	0.19	8,136	30	0.15	6,409	50	0.11	4,800	70	0.05	2,085	90	0.11	4,619			
11	0.16	7,068	31	0.15	6,546	51	0.11	4,800	71	0.05	2,085	91	0.10	4,503			
12	0.17	7,580	32	0.12	5,252	52	0.11	4,800	72	0.05	2,085	92	0.10	4,408			
13	0.16	7,175	33	0.09	4,035	53	0.11	4,800	73	0.05	2,211	93	0.10	4,407			
14	0.14	6,047	34	0.09	4,004	54	0.11	4,800	74	0.05	2,211	94	0.10	4,407			
15	0.14	6,276	35	0.09	4,002	55	0.20	8,902	75	0.05	2,085	95	0.08	3,372			
16	0.15	6,645	36	0.09	4,012	56	0.18	7,772	76	0.05	2,085	96	0.08	3,598			
17	0.14	6,278	37	0.09	4,024	57	0.19	8,389	77	0.05	2,085	97	0.08	3,694			
18	0.14	5,964	38	0.09	4,028	58	0.18	7,962	78	0.05	2,211	98	0.09	3,768			
19	0.14	6,194	39	0.12	5,290	59	0.21	8,952	79	0.05	2,211	99	0.09	3,786			
20	0.14	6,181	40	0.13	5,478	60	0.05	2,255	80	0.05	2,085	100	0.12	5,051			



No.	Revision	Date	By	Designer	Scale
				JSB	NOTED
				JWB	9/14/15
				JJW	02080976.20

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

FINAL PLAT SUBDIVISION PLAN

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

Sheet No. **C-3**

BEAUFORT EAST VILLAGE SUBDIVISION PHASE 1

SURVEY CERTIFICATE

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

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

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



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

GENERAL NOTES

- AREAS COMPUTED BY COORDINATE METHOD.
- BASIS OF BEARING NAD 83(1986).
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- SEE SYMBOL LEGEND FOR PROPERTY CORNER DESIGNATIONS.
- A PORTION OF THE SUBJECT PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD ZONES ACCORDING TO NORTH CAROLINA FLOOD INSURANCE RATE MAP # 3720730800J, PANEL 7306, EFFECTIVE DATE: 7-16-2003 AND MAP # 3720730800J, PANEL 7305, EFFECTIVE DATE: 7-16-2003. GEOREFERENCED FLOOD AREA LINE WORK PULLED FROM FRIS ONLINE DATA BASE - AS SHOWN HERON.
- ALLEYS ARE PRIVATE BUT PUBLICLY AVAILABLE FOR POLICE, FIRE, TRASH, ETC. WITH NO LIABILITY TO THE TOWN OF BEAUFORT.
- WETLANDS SHOWN HEREON WERE DELINEATED BY LAND MANAGEMENT GROUP. SEE US ARMY CORPS OF ENGINEERS(WILMINGTON DISTRICT) NOTIFICATION OF JURISDICTIONAL DETERMINATION ACTION ID: 2007-02678-016 ACTION ID: 2007-03212-016 ACTION ID: 2007-02697-016 ACTION ID: 2007-02705-016
- THE TOWN OF BEAUFORT SHOULD BE CONTACTED TO VERIFY BUILDING SETBACKS AND OTHER DEVELOPMENTAL RESTRICTIONS.
- FIELD WORK COMPLETED ON 5-26-2021. (IRON PIPES TO BE SET AT A LATER DATE BEFORE RECORDING)

BEAUFORT EAST VILLAGE SUBDIVISION PHASE 1 SITE DATA

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

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

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

(TOTAL) PHASE 1 ACREAGE: 40.752 ACRES

SETBACKS

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

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

SITE DATA

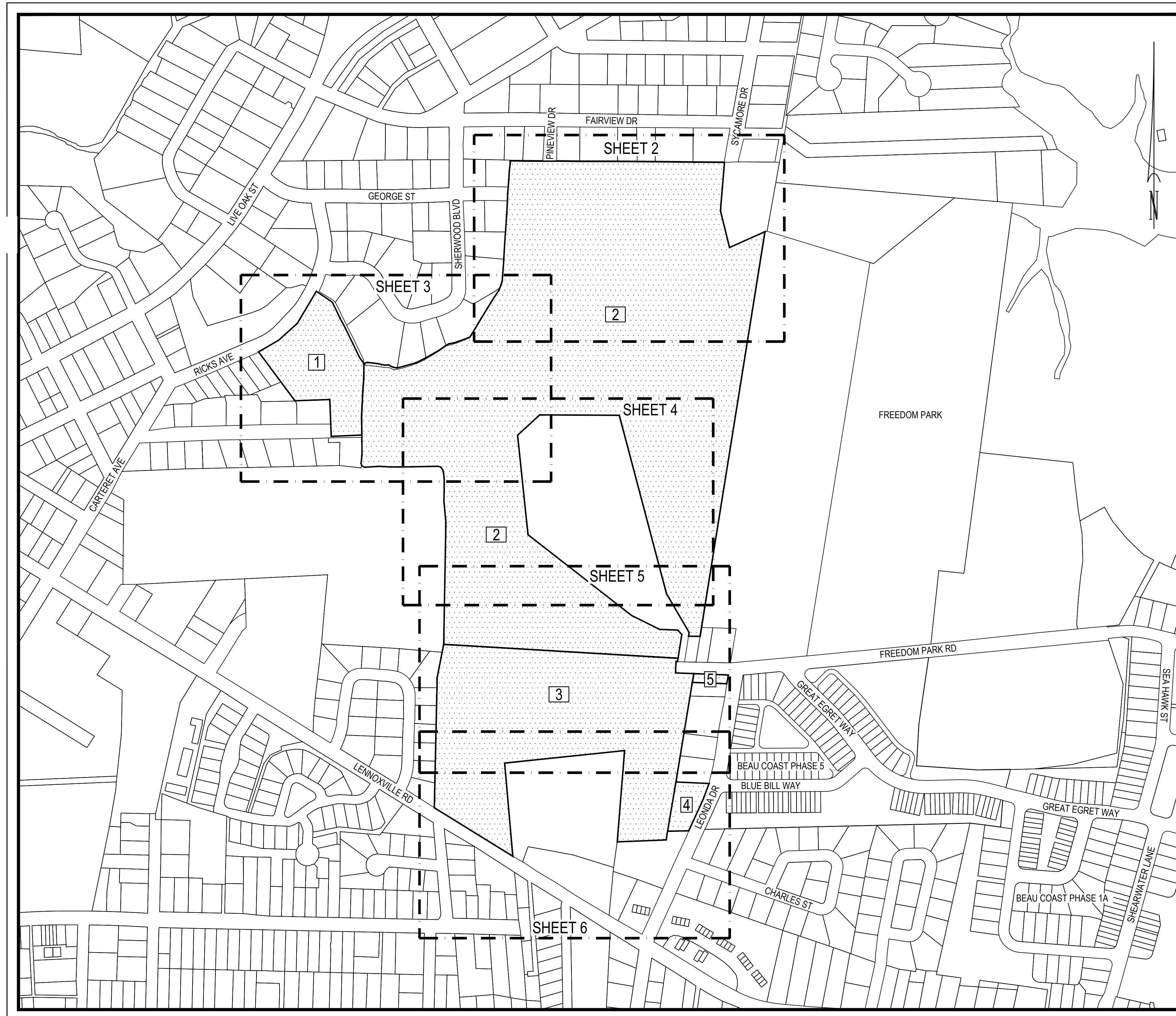
1 OWNER: BLUE TREASURE LLC
DEED REFERENCE: DB 1239 PG 74
PLAT REFERENCE: PB 31 PG 339
SITE ADDRESS: N/A
CARTERET COUNTY PIN: 730619615640000
TOWN OF BEAUFORT ZONING: PUD
ACREAGE: 3.507 ACRES

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

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

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

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



VICINITY MAP - NOT TO SCALE

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

BLUE TREASURE LLC

BY: _____

NAME: _____ DATE _____

TITLE: MANAGER _____

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE BEAUFORT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE _____ SUBDIVISION.

CHAIRMAN, BEAUFORT PLANNING BOARD _____ DATE _____

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

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

TOWN MANAGER _____ DATE _____

REGISTER OF DEEDS

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

RECORDED IN MAP BOOK _____ PAGE _____

REGISTER OF DEEDS CARTERET COUNTY _____ DATE _____

CERTIFICATE OF APPROVAL FOR RECORDING

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

DATE _____ TOWN CLERK, BEAUFORT _____

REVIEW OFFICER CERTIFICATE

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

REVIEW OFFICER _____

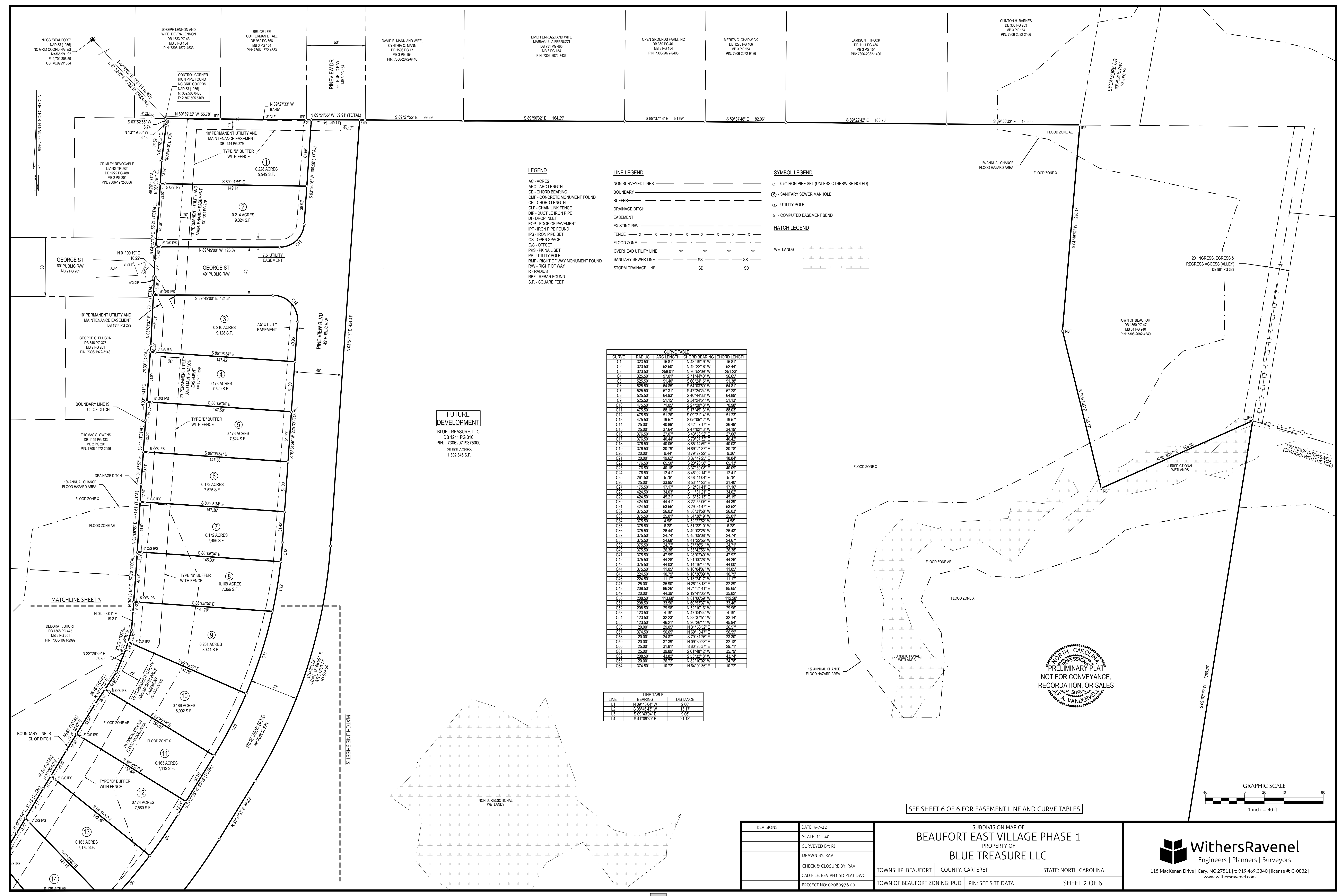
DATE _____

NORTH CAROLINA
CARTERET COUNTY

REVISIONS:	DATE: 4-7-22
	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK & CLOSURE BY: RAV
	CAD FILE: BEV PH1 5D PLAT.DWG
	PROJECT NO: 02080976.00

SUBDIVISION MAP OF BEAUFORT EAST VILLAGE PHASE 1 PROPERTY OF BLUE TREASURE LLC		
TOWNSHIP: BEAUFORT	COUNTY: CARTERET	STATE: NORTH CAROLINA
TOWN OF BEAUFORT ZONING: PUD	PIN: SEE SITE DATA	SHEET 1 OF 6

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



LEGEND

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

LINE LEGEND

- NON SURVEYED LINES
- BOUNDARY
- BUFFER
- DRAINAGE DITCH
- EASEMENT
- EXISTING RW
- FENCE
- FLOOD ZONE
- OVERHEAD UTILITY LINE
- SANITARY SEWER LINE
- STORM DRAINAGE LINE

SYMBOL LEGEND

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

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	323.50	15.81	N 43°19'19" W	15.81
C2	323.50	32.50	N 48°22'13" W	32.44
C3	323.50	298.01	N 76°52'09" W	291.23
C4	323.50	97.01	S 71°44'47" W	96.65
C5	323.50	51.40	S 67°24'13" W	51.38
C6	323.50	64.85	S 54°03'59" W	64.81
C7	323.50	57.31	S 47°24'24" W	57.28
C8	323.50	64.53	S 40°44'33" W	64.49
C9	323.50	51.15	S 34°24'51" W	51.13
C10	475.50	71.05	S 27°20'43" W	70.98
C11	475.50	85.15	S 17°44'13" W	85.03
C12	475.50	51.26	S 09°21'14" W	51.23
C13	475.50	16.57	S 05°05'12" W	16.54
C14	25.00	40.89	S 42°37'11" E	38.47
C15	25.00	37.64	S 47°02'43" W	34.19
C16	375.50	27.07	S 43°58'52" E	27.05
C17	375.50	40.44	S 39°03'52" E	40.42
C18	375.50	40.05	S 85°14'59" E	40.03
C19	375.50	30.79	N 69°23'19" E	30.78
C20	20.00	9.44	S 79°21'22" E	9.38
C21	20.00	19.62	S 37°49'25" E	18.84
C22	175.50	65.50	S 20°22'58" E	65.17
C23	175.50	40.18	S 37°30'08" E	40.09
C24	175.50	12.47	S 46°02'14" E	12.41
C25	281.50	5.76	S 48°41'04" E	5.73
C26	25.00	33.95	S 53°44'23" E	31.40
C27	175.50	17.17	S 12°01'41" E	17.16
C28	424.50	34.03	S 11°31'12" E	34.02
C29	424.50	45.21	S 16°52'13" E	45.19
C30	424.50	44.41	S 22°55'06" E	44.39
C31	424.50	53.55	S 29°31'47" E	53.52
C32	375.50	26.03	N 58°31'58" W	26.03
C33	375.50	25.01	N 54°38'19" W	25.01
C34	375.50	4.98	N 52°22'52" W	4.98
C35	375.50	6.28	N 51°33'10" W	6.28
C36	375.50	26.44	N 49°03'25" W	26.43
C37	375.50	24.74	N 45°09'59" W	24.74
C38	375.50	24.66	N 41°22'58" W	24.67
C39	375.50	24.72	N 37°36'51" W	24.71
C40	375.50	25.36	N 33°42'46" W	25.36
C41	375.50	47.95	N 28°02'40" W	47.92
C42	375.50	44.28	N 21°30'26" W	44.28
C43	375.50	44.03	N 14°18'14" W	44.07
C44	375.50	11.05	N 10°04'07" W	11.05
C45	224.50	10.79	N 10°30'09" W	10.79
C46	224.50	11.17	N 13°28'19" W	11.17
C47	25.00	35.90	N 26°18'13" E	32.89
C48	208.50	86.26	N 17°24'11" E	85.89
C49	20.00	44.39	S 19°41'03" W	35.82
C50	208.50	113.68	N 81°06'59" W	112.28
C51	208.50	33.50	N 60°53'19" W	33.46
C52	208.50	29.98	N 52°10'16" W	29.96
C53	123.50	4.19	N 47°04'44" W	4.19
C54	123.50	32.23	N 38°37'51" W	32.14
C55	123.50	46.21	N 26°11'11" W	45.94
C56	20.00	28.05	N 31°53'52" E	26.57
C57	374.50	45.65	N 69°10'41" E	45.59
C58	20.00	24.87	S 79°31'26" E	23.30
C59	20.00	37.39	N 09°39'23" E	32.18
C60	25.00	31.81	S 89°23'07" E	29.11
C61	25.00	39.89	S 01°48'42" W	35.79
C62	208.50	42.82	S 53°32'18" W	43.74
C63	20.00	29.72	N 62°10'03" W	24.38
C64	374.50	10.72	N 64°01'36" E	10.72

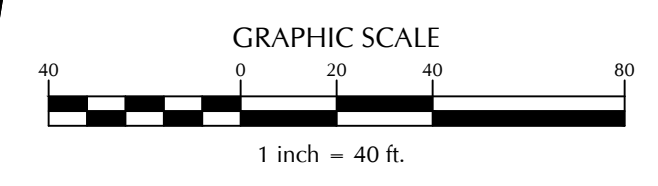
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 09°43'04" W	2.00
L2	S 08°46'43" W	13.17
L3	S 09°03'04" E	9.98
L4	S 41°09'30" E	21.13

FUTURE DEVELOPMENT
 BLUE TREASURE, LLC
 DB 1241 PG 316
 PIN: 730620719375000
 29.909 ACRES
 1,302,846 S.F.



SEE SHEET 6 OF 6 FOR EASEMENT LINE AND CURVE TABLES



REVISIONS:

	DATE: 4-7-22
	SCALE: 1"= 40'
	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK & CLOSURE BY: RAV
	CAD FILE: BEV PH3 5D PLAT.DWG
	PROJECT NO: 02-080976-00

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

TOWNSHIP: BEAUFORT	COUNTY: CARTERET	STATE: NORTH CAROLINA
TOWN OF BEAUFORT ZONING: PUD	PIN: SEE SITE DATA	SHEET 2 OF 6

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 115 MacKean Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

F:\08\08-0976\080976-Beaufort East Village Ph 1\Survey\CAD_Drawing\BEV_Phase 1.mxd, 3/23/22 3:39:25 PM - WANDERCLE, RUDY

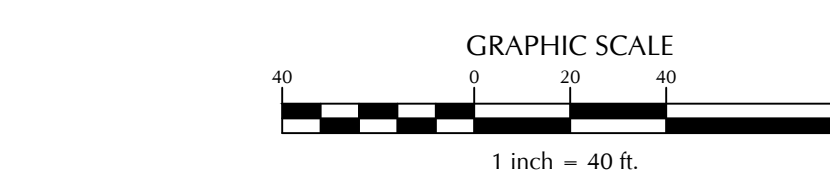


PRELIMINARY PLAT
NOT FOR CONVEYANCE,
RECORDATION, OR SALES

- LEGEND**
- AC - ACRES
 - AEC - AREAS OF ENVIRONMENTAL CONCERN
 - CAMA - COASTAL AREA MANAGEMENT ACT
 - CB - CHORD BEARING
 - CMF - CONCRETE MONUMENT FOUND
 - CH - CHORD LENGTH
 - CLF - CHAIN LINK FENCE
 - DIP - DUCTILE IRON PIPE
 - DI - DROP INLET
 - EOP - EDGE OF PAVEMENT
 - EPF - IRON PIPE FOUND
 - IPS - IRON PIPE SET
 - OS - OPEN SPACE
 - OS - OFFSET
 - PKS - PKNAIL SET
 - PP - UTILITY POLE
 - RFM - RIGHT OF WAY MONUMENT FOUND
 - RW - RIGHT OF WAY
 - R - RADIUS
 - RBF - REBAR FOUND
 - S.F. - SQUARE FEET
- LINE LEGEND**
- NON SURVEYED LINES
 - BOUNDARY
 - BUFFER
 - DRAINAGE DITCH
 - EASEMENT
 - EXISTING RW
 - FENCE
 - FLOOD ZONE
 - OVERHEAD UTILITY LINE
 - SANITARY SEWER LINE
 - STORM DRAINAGE LINE
- SYMBOL LEGEND**
- 0.5" IRON PIPE SET (UNLESS OTHERWISE NOTED)
 - SANITARY SEWER MANHOLE
 - UTILITY POLE
 - COMPUTED EASEMENT BEND
- HATCH LEGEND**
- WETLANDS

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	323.50	15.81	N 43° 19' 18" W	15.81
C2	323.50	22.59	N 22° 22' 18" W	22.59
C3	323.50	258.01	N 76° 52' 09" W	251.23
C4	323.50	97.01	S 71° 44' 40" W	96.65
C5	525.50	51.40	S 82° 24' 15" W	51.38
C6	525.50	64.86	S 54° 03' 39" W	64.81
C7	525.50	57.31	S 41° 24' 24" W	57.28
C8	525.50	63.93	S 40° 44' 33" W	64.89
C9	525.50	51.19	S 34° 24' 51" W	51.13
C10	475.50	71.05	S 27° 20' 43" W	70.98
C11	475.50	88.16	S 17° 45' 13" W	88.03
C12	475.50	51.26	S 09° 21' 14" W	51.23
C13	475.50	19.57	S 05° 05' 12" W	19.57
C14	25.00	40.89	S 43° 30' 08" E	36.46
C15	25.00	37.64	S 41° 02' 43" E	34.19
C16	375.50	27.00	S 43° 38' 32" E	27.06
C17	375.50	40.44	S 40° 22' 18" W	40.42
C18	375.50	40.06	S 88° 14' 59" E	40.03
C19	375.50	30.79	N 85° 21' 31" E	30.78
C20	20.00	3.44	S 79° 27' 22" E	3.39
C21	20.00	19.62	S 37° 49' 25" E	18.84
C22	175.50	65.50	S 20° 20' 58" E	65.13
C23	175.50	41.93	S 31° 30' 08" E	40.59
C24	175.50	12.41	S 46° 02' 14" E	12.41
C25	20.00	5.78	S 48° 41' 04" E	5.78
C26	25.00	33.95	S 53° 44' 23" E	31.40
C27	175.50	17.17	S 10° 14' 14" E	17.18
C28	424.50	11.17	N 13° 17' 11" W	11.17
C29	424.50	45.21	S 18° 52' 13" E	45.19
C30	424.50	44.41	S 29° 55' 06" E	44.39
C31	424.50	53.50	S 39° 21' 07" W	53.52
C32	375.50	26.03	N 59° 31' 58" W	26.03
C33	375.50	25.01	N 54° 38' 19" W	25.01
C34	375.50	5.58	N 52° 22' 52" W	4.58
C35	375.50	6.28	N 51° 33' 10" W	6.28
C36	375.50	26.44	N 49° 03' 25" W	26.43
C37	375.50	24.71	N 45° 09' 58" W	24.74
C38	375.50	24.68	N 41° 22' 56" W	24.67
C39	375.50	24.72	N 37° 36' 51" W	24.71
C40	375.50	26.30	N 33° 12' 56" W	26.36
C41	375.50	47.96	N 28° 02' 40" W	47.92
C42	375.50	44.26	N 21° 00' 28" W	44.26
C43	375.50	5.78	N 14° 16' 14" W	44.07
C44	375.50	11.06	N 10° 04' 07" W	11.05
C45	224.50	10.79	N 10° 30' 59" W	10.79
C46	224.50	11.17	N 13° 24' 11" W	11.17
C47	25.00	35.50	N 28° 18' 13" E	32.89
C48	208.50	86.26	N 71° 24' 41" W	85.85
C49	20.00	5.78	S 70° 41' 02" W	5.78
C50	208.50	113.88	N 81° 06' 59" W	112.28
C51	208.50	33.50	N 82° 11' 21" W	33.52
C52	208.50	39.96	N 50° 10' 16" W	39.96
C53	123.50	4.19	N 41° 04' 44" W	4.19
C54	123.50	42.29	N 38° 31' 54" W	42.14
C55	123.50	46.21	N 29° 26' 11" W	45.94
C56	20.00	29.55	N 31° 53' 52" E	28.57
C57	374.50	5.78	N 69° 10' 44" E	5.78
C58	20.00	24.87	S 79° 31' 26" E	23.97
C59	20.00	37.39	N 09° 39' 23" E	37.18
C60	20.00	11.17	N 06° 43' 04" W	11.17
C61	25.00	39.89	S 01° 48' 42" E	35.79
C62	208.50	43.82	S 53° 42' 18" W	43.74
C63	20.00	10.79	S 53° 10' 02" W	10.79
C64	374.50	10.72	N 64° 01' 38" E	10.72



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 06° 43' 04" W	2.00
L2	S 08° 48' 43" W	13.17
L3	S 09° 43' 04" E	9.06
L4	S 41° 39' 30" E	21.13

SEE SHEET 6 OF 6 FOR EASEMENT LINE AND CURVE TABLES

REVISIONS:

NO.	DATE	DESCRIPTION
1	4-7-22	SCALE: 1" = 40'
2		SURVEYED BY: RAV
3		DRAWN BY: RAV
4		CHECK & CLOSURE BY: RAV
5		CAD FILE: BEV PH 5D PLAT.DWG
6		PROJECT NO: 02-089076-00

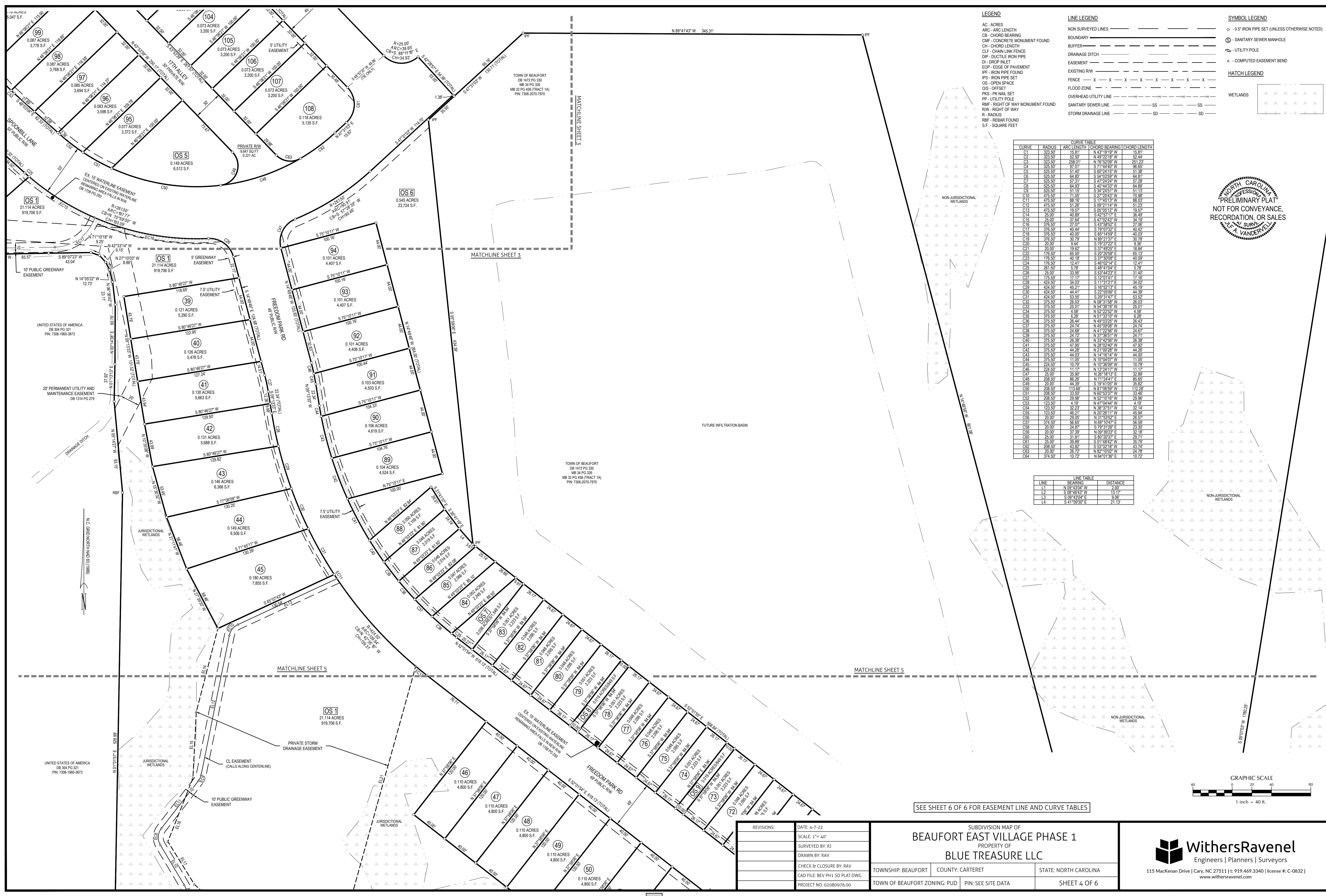
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SCALE: 1" = 40'
SURVEYED BY: RAV
DRAWN BY: RAV
CHECK & CLOSURE BY: RAV
CAD FILE: BEV PH 5D PLAT.DWG
PROJECT NO: 02-089076-00

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

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

WithersRavenel
Engineers | Planners | Surveyors

115 MacKenzie Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com



LEGEND

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

LINE LEGEND

NON SURVEYED LINES
 BOUNDARY
 BUFFER
 DRAINAGE DITCH
 EASEMENT
 EXISTING RW
 FENCE
 FLOOD ZONE
 OVERHEAD UTILITY LINE
 SANITARY SEWER LINE
 STORM DRAINAGE LINE

SYMBOL LEGEND

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

HATCH LEGEND

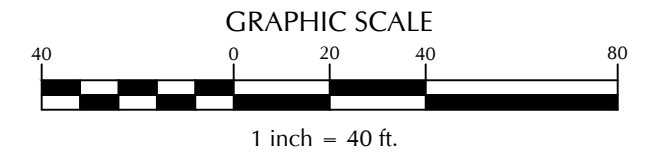
WETLANDS

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	323.50	53.81	N 43°19'39" W	15.81
C2	323.50	52.50	N 45°22'18" W	15.44
C3	323.50	258.01	N 75°52'09" W	251.23
C4	323.50	57.01	S 71°44'00" W	18.62
C5	525.50	51.40	S 60°24'15" W	51.38
C6	525.50	64.85	S 54°03'59" W	64.81
C7	525.50	51.31	S 41°24'41" W	51.28
C8	525.50	64.93	S 40°44'33" W	64.89
C9	525.50	51.13	S 35°23'11" W	51.13
C10	475.50	71.02	S 27°20'43" W	70.98
C11	475.50	88.16	S 17°45'13" W	88.03
C12	475.50	51.26	S 09°21'44" W	51.25
C13	475.50	19.57	S 05°05'22" W	19.57
C14	25.00	40.89	S 42°51'17" E	36.49
C15	25.00	37.64	S 43°02'32" W	34.19
C16	376.50	27.07	S 43°58'52" E	27.06
C17	376.50	40.44	S 79°27'32" E	40.42
C18	376.50	40.09	S 85°14'59" E	40.05
C19	376.50	30.79	N 89°21'37" E	30.78
C20	20.00	9.44	S 79°27'32" E	9.36
C21	20.00	15.62	S 24°05'02" E	15.64
C22	176.50	65.50	S 20°20'58" E	65.13
C23	176.50	40.18	S 37°30'08" E	40.09
C24	176.50	12.41	S 44°02'14" E	12.41
C25	261.50	5.78	S 48°41'04" E	5.78
C26	25.00	33.95	S 53°44'23" E	31.40
C27	176.50	17.17	S 57°01'41" E	17.16
C28	424.50	34.03	S 11°31'21" E	34.02
C29	424.50	45.21	S 16°52'13" E	45.19
C30	424.50	44.41	S 24°05'02" E	44.39
C31	424.50	53.55	S 29°31'47" E	53.52
C32	376.50	26.03	N 58°31'38" W	26.03
C33	376.50	25.01	N 54°38'19" W	25.01
C34	376.50	4.58	N 52°22'32" E	4.58
C35	376.50	26.44	N 51°33'10" W	26.43
C36	376.50	26.44	N 45°03'30" W	26.43
C37	376.50	24.74	N 45°09'38" W	24.74
C38	376.50	14.58	N 41°23'58" W	14.57
C39	376.50	24.72	N 37°56'51" W	24.71
C40	376.50	26.38	N 33°42'58" W	26.38
C41	376.50	11.58	N 28°18'33" E	11.58
C42	376.50	44.28	N 21°00'38" W	44.26
C43	376.50	44.03	N 14°16'14" W	44.00
C44	376.50	11.58	N 10°04'07" W	11.58
C45	224.50	10.79	N 10°36'59" W	10.79
C46	224.50	11.17	N 13°24'17" W	11.17
C47	25.00	40.09	N 28°18'33" E	40.05
C48	208.50	86.26	N 71°24'41" E	85.65
C49	20.00	44.39	S 19°41'05" W	35.82
C50	208.50	113.62	N 61°08'59" W	112.28
C51	208.50	33.50	N 60°53'37" W	33.46
C52	208.50	29.88	N 52°10'16" W	29.86
C53	123.50	41.19	N 47°04'44" W	41.19
C54	123.50	32.23	N 38°37'51" W	32.14
C55	123.50	48.21	N 20°26'11" W	45.94
C56	20.00	29.02	N 15°53'59" E	29.57
C57	374.50	56.65	N 69°10'47" E	56.59
C58	20.00	24.87	S 75°31'26" E	23.30
C59	20.00	31.26	N 08°39'24" E	32.18
C60	25.00	31.81	S 80°20'37" E	29.71
C61	25.00	39.89	S 01°48'42" W	39.79
C62	208.50	43.82	S 33°32'18" W	43.74
C63	20.00	26.72	N 82°10'02" E	24.78
C64	374.50	10.72	N 64°01'36" E	10.72

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 09°43'04" W	2.00'
L2	S 09°46'37" W	13.19'
L3	S 09°43'04" E	9.06'
L4	S 41°09'30" E	21.13'



SEE SHEET 6 OF 6 FOR EASEMENT LINE AND CURVE TABLES

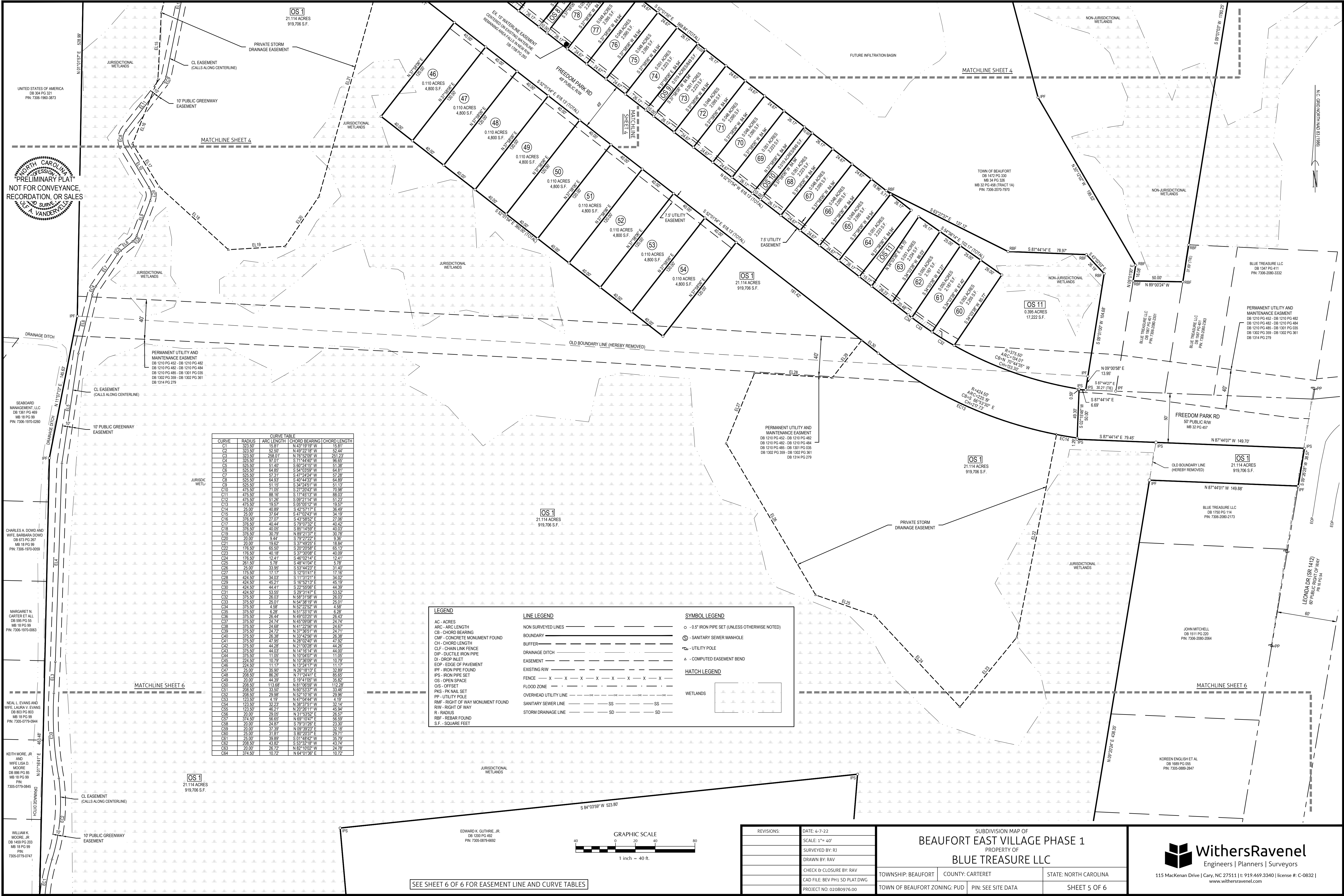
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	SCALE: 1"= 40'
	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK & CLOSURE BY: RAV
	CAD FILE: BEV PH1 5D PLAT.DWG
	PROJECT NO: 02-080976-00

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

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

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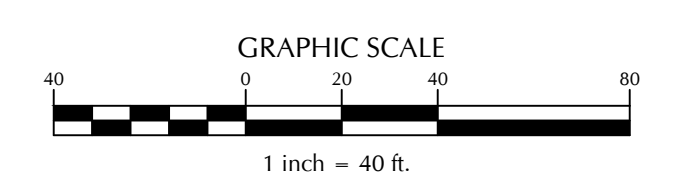


NORTH CAROLINA PRELIMINARY PLAT
 NOT FOR CONVEYANCE, RECORDATION, OR SALES
 OF SURV. DATA
 BY WANDERLIE, RUDY

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	323.50	15.81	N 43°19'19" W	15.81
C2	323.50	22.50	N 49°22'18" W	22.44
C3	323.50	258.01	N 18°50'09" W	257.79
C4	323.50	97.91	S 71°24'40" W	26.65
C5	525.50	51.40	S 60°24'15" W	51.39
C6	525.50	64.85	S 54°10'59" W	64.81
C7	525.50	57.31	S 47°24'24" W	57.28
C8	525.50	64.93	S 40°44'33" W	64.89
C9	525.50	51.15	S 34°24'51" W	51.13
C10	475.50	71.05	S 27°20'43" W	70.98
C11	475.50	88.16	S 17°48'13" W	88.03
C12	475.50	51.26	S 09°21'44" W	51.23
C13	475.50	19.57	S 05°08'12" W	19.57
C14	25.00	40.89	S 49°27'17" E	36.49
C15	25.00	37.64	S 47°12'43" W	34.19
C16	375.50	27.07	S 43°58'52" E	27.06
C17	375.50	40.44	S 39°07'35" E	40.42
C18	375.50	40.02	S 35°14'59" E	40.03
C19	375.50	30.79	N 89°21'37" E	30.78
C20	20.00	9.44	S 79°27'22" E	9.36
C21	20.00	19.52	S 37°42'25" E	19.44
C22	175.50	65.50	S 20°20'58" E	65.13
C23	175.50	40.18	S 31°30'08" E	40.09
C24	175.50	32.41	N 48°24'14" E	32.41
C25	261.50	5.78	S 48°21'04" E	5.76
C26	25.00	45.88	S 53°44'14" W	45.88
C27	125.50	37.17	S 12°11'41" E	37.16
C28	424.50	34.03	S 11°31'11" E	34.02
C29	424.50	45.21	S 18°27'34" W	45.19
C30	424.50	44.41	S 22°55'06" E	44.39
C31	424.50	53.59	S 28°31'14" E	53.52
C32	375.50	26.89	N 89°21'37" W	26.89
C33	375.50	25.01	N 54°38'19" W	25.01
C34	375.50	4.58	N 52°22'52" W	4.58
C35	375.50	6.38	N 51°52'10" W	6.38
C36	375.50	26.44	N 49°03'25" W	26.43
C37	375.50	24.74	N 45°09'09" W	24.74
C38	375.50	24.88	N 41°22'56" W	24.87
C39	375.50	24.72	N 37°36'51" W	24.71
C40	375.50	26.38	N 33°42'56" W	26.38
C41	375.50	47.85	N 29°42'40" W	47.82
C42	375.50	44.28	N 21°00'28" W	44.26
C43	375.50	44.03	N 14°16'14" W	44.00
C44	375.50	11.95	N 10°00'07" W	11.95
C45	224.50	10.79	N 10°36'09" W	10.79
C46	224.50	11.17	N 13°24'17" W	11.17
C47	25.00	39.50	N 28°18'13" E	39.50
C48	208.50	86.26	N 71°24'11" E	85.65
C49	20.00	44.89	S 19°21'05" W	35.62
C50	208.50	113.89	N 51°06'59" W	112.29
C51	208.50	33.50	N 60°53'37" W	33.46
C52	208.50	29.89	N 52°10'16" W	29.90
C53	123.50	4.19	N 87°44'44" W	4.19
C54	123.50	32.23	N 38°37'51" W	32.14
C55	123.50	46.21	N 31°44'44" W	45.54
C56	20.00	29.09	N 31°53'52" E	28.57
C57	374.50	56.65	N 69°10'47" E	56.59
C58	20.00	24.81	S 79°17'09" E	23.30
C59	20.00	37.39	N 08°36'23" E	37.18
C60	25.00	31.81	S 80°20'37" E	29.71
C61	25.00	30.89	S 11°48'42" W	29.79
C62	208.50	43.82	S 53°32'18" W	43.74
C63	20.00	26.72	N 82°10'02" W	24.78
C64	374.50	10.72	N 64°01'36" E	10.72

LEGEND

LINE LEGEND	SYMBOL LEGEND
AC - ACRES	○ - 0.5" IRON PIPE SET (UNLESS OTHERWISE NOTED)
ARC - ARC LENGTH	⊙ - SANITARY SEWER MANHOLE
CB - CHORD BEARING	⊙ - UTILITY POLE
CMF - CONCRETE MONUMENT FOUND	△ - COMPUTED EASEMENT BEND
CH - CHORD LENGTH	
CLF - CHAIN LINK FENCE	HATCH LEGEND
DI - DROP INLET	WETLANDS
EOP - EDGE OF PAVEMENT	
IFP - IRON PIPE FOUND	
IFS - IRON PIPE SET	
OS - OPEN SPACE	
OS - OFFSET	
PKS - PK NAIL SET	
PP - UTILITY POLE	
RWF - RIGHT OF WAY MONUMENT FOUND	
RW - RIGHT OF WAY	
R - RADIUS	
RF - REBAR FOUND	
S.F. - SQUARE FEET	



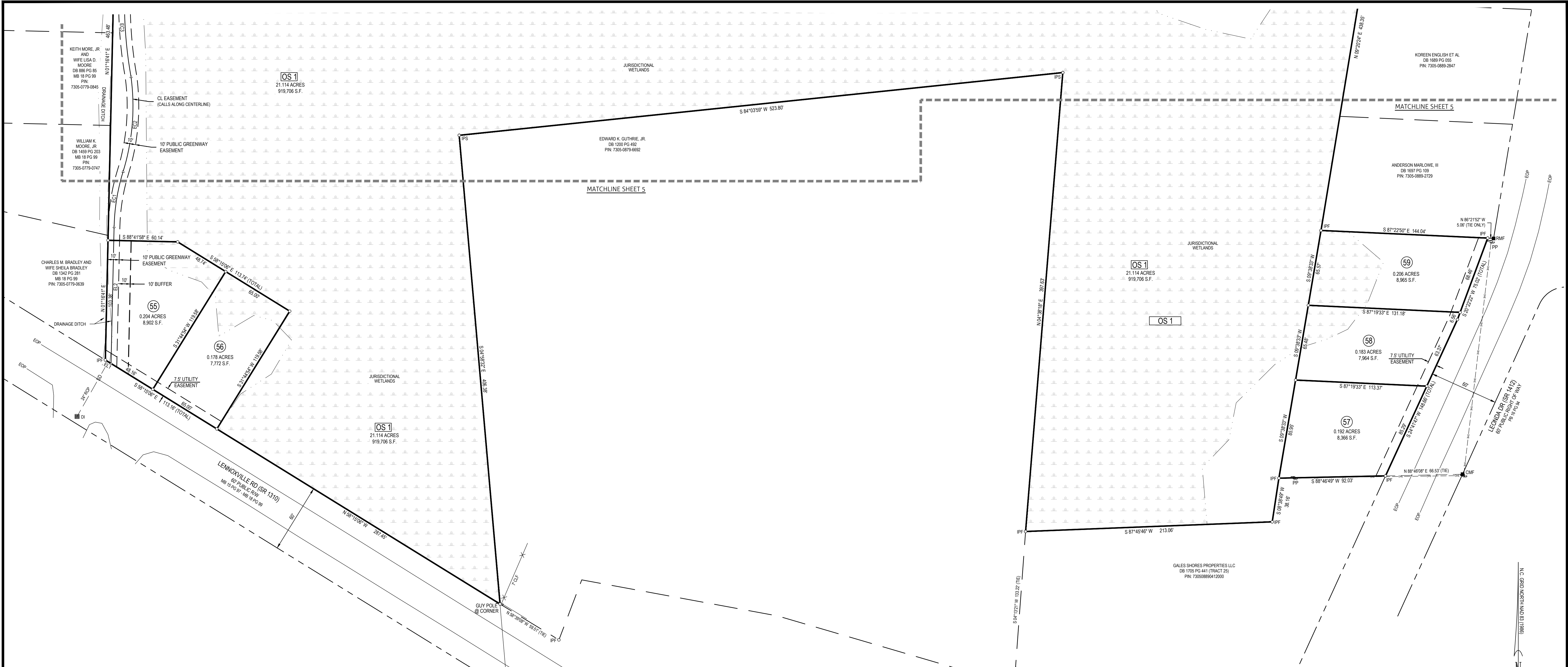
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	DRAWN BY: RAV
	CHECK & CLOSURE BY: RAV
	CAD FILE: BEV PH1 5D PLAT.DWG
	PROJECT NO: 02-089097-00

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

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

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SEE SHEET 6 OF 6 FOR EASEMENT LINE AND CURVE TABLES

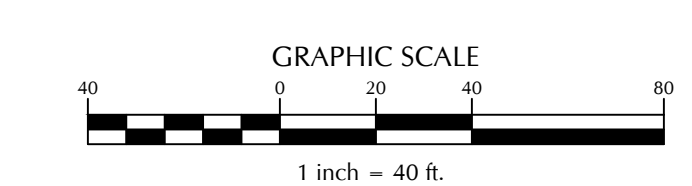


LINE	BEARING	DISTANCE
EL1	S 36° 13' 08" E	5.89
EL2	N 01° 16' 41" E	111.91
EL3	N 09° 39' 25" E	31.51
EL4	N 01° 13' 57" E	208.19
EL5	N 02° 33' 25" E	111.72
EL6	N 13° 22' 28" E	60.85
EL7	N 34° 00' 38" E	38.96
EL8	N 51° 21' 28" E	14.83
EL9	N 71° 03' 35" E	37.55
EL10	N 30° 49' 37" W	41.82
EL11	N 37° 55' 08" E	61.31
EL12	N 11° 26' 11" E	145.00
EL13	N 65° 07' 08" E	111.38
EL14	S 14° 30' 03" W	87.65
EL15	S 07° 50' 08" W	67.95
EL16	S 21° 51' 51" W	68.44
EL17	S 31° 47' 44" E	51.25
EL18	S 47° 47' 28" E	93.96
EL19	N 65° 34' 51" E	57.18
EL20	N 34° 11' 38" E	60.72
EL21	N 15° 34' 10" E	240.42
EL22	S 11° 02' 59" W	228.25
EL23	S 39° 16' 14" W	90.49
EL24	N 40° 03' 07" E	126.90
EL25	N 70° 40' 38" W	62.28
EL26	N 30° 33' 48" W	177.42
EL27	N 20° 02' 48" E	78.46
EL28	S 88° 25' 47" E	78.34
EL29	S 38° 10' 32" E	48.06
EL30	S 8° 01' 54" E	21.12
EL31	S 89° 04' 00" W	143.65
EL32	N 09° 54' 59" W	35.75
EL33	S 89° 49' 04" W	140.94
EL34	S 49° 04' 06" W	112.01
EL35	S 40° 43' 10" E	6.88
EL36	S 49° 16' 52" W	42.00
EL37	N 40° 43' 10" W	32.99
EL38	S 85° 53' 47" W	14.09
EL39	N 03° 19' 00" W	20.00
EL40	N 85° 53' 47" E	9.10
EL41	N 49° 16' 50" W	33.51
EL42	N 90° 53' 41" W	7.88
EL43	N 53° 08' 19" E	24.00
EL44	S 36° 53' 41" E	21.23
EL45	N 81° 09' 00" E	41.68
EL46	N 49° 04' 06" E	47.31
EL47	S 88° 46' 25" W	7.40
EL48	S 81° 40' 38" W	159.42
EL49	N 00° 05' 31" W	136.53
EL50	S 09° 20' 00" W	200.00
EL51	N 54° 12' 24" E	2.00
EL52	N 05° 42' 28" E	33.30
EL53	N 31° 32' 22" E	38.60
EL54	N 33° 59' 46" W	63.28
EL55	N 56° 00' 14" E	20.00
EL56	S 32° 29' 48" E	31.24
EL57	N 83° 04' 24" E	122.83
EL58	N 64° 39' 08" E	63.94
EL59	S 26° 47' 28" E	94.70

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
EC1	175.29	48.69	N 69° 13' 42" E	48.49
EC2	191.13	67.70	N 04° 46' 58" E	62.05
EC3	383.23	86.14	N 03° 20' 39" E	85.94
EC4	28.00	9.00	N 24° 41' 31" E	8.96
EC5	15.00	4.58	N 42° 41' 02" E	4.52
EC6	15.00	7.93	N 38° 12' 39" E	7.84
EC7	15.00	13.58	N 04° 53' 01" W	13.12
EC8	15.00	18.09	N 02° 22' 54" E	18.94
EC9	15.00	6.52	N 24° 38' 26" E	6.89
EC10	15.00	13.07	N 38° 26' 10" E	13.47
EC11	424.50	5.08	S 32° 29' 01" E	5.04
EC12	424.50	14.59	S 51° 02' 50" E	14.59
EC13	424.50	199.13	S 65° 28' 13" E	197.31
EC14	424.50	21.06	S 89° 19' 49" E	21.06
EC15	261.50	79.06	S 57° 58' 41" E	78.75
EC16	261.50	118.71	S 70° 38' 47" E	117.70
EC17	43.95	33.67	S 32° 11' 19" W	34.42
EC18	78.71	65.53	N 68° 03' 10" W	63.74
EC19	66.06	34.41	N 62° 45' 34" W	34.02
EC20	375.50	62.27	N 37° 46' 03" W	61.19
EC21	15.00	23.56	N 46° 33' 50" W	21.21
EC22	375.50	131.85	N 59° 35' 28" W	131.38
EC23	175.50	0.66	S 30° 52' 25" E	0.66
EC24	88.00	6.22	N 59° 05' 27" E	6.22
EC25	175.50	20.36	S 21° 29' 33" E	20.37
EC26	375.50	63.31	N 44° 41' 59" W	25.30
EC27	323.50	109.47	S 84° 42' 55" E	108.95
EC28	323.50	12.00	S 14° 28' 20" E	12.00



- LEGEND**
- AC - ACRES
 - ARC - ARC LENGTH
 - CB - CHORD BEARING
 - CMF - CONCRETE MONUMENT FOUND
 - CH - CHORD LENGTH
 - CLF - CHAIN LINK FENCE
 - DIP - DUCTILE IRON PIPE
 - DI - DROP INLET
 - EOP - EDGE OF PAVEMENT
 - IPF - IRON PIPE FOUND
 - IPS - IRON PIPE SET
 - OS - OPEN SPACE
 - OS - OFFSET
 - PKS - PINK MAIL SET
 - PP - UTILITY POLE
 - RMP - RIGHT OF WAY MONUMENT FOUND
 - RW - RIGHT OF WAY
 - R - RADIUS
 - RBF - REBAR FOUND
 - S.F. - SQUARE FEET
- LINE LEGEND**
- NON SURVEYED LINES
 - BOUNDARY
 - BUFFER
 - DRAINAGE DITCH
 - EASEMENT
 - EXISTING RW
 - FENCE
 - FLOOD ZONE
 - OVERHEAD UTILITY LINE
 - SANITARY SEWER LINE
 - STORM DRAINAGE LINE
- SYMBOL LEGEND**
- - 0.5" IRON PIPE SET (UNLESS OTHERWISE NOTED)
 - ⊕ - SANITARY SEWER MANHOLE
 - ⊙ - UTILITY POLE
 - △ - COMPUTED EASEMENT BEND
- HATCH LEGEND**
- WETLANDS



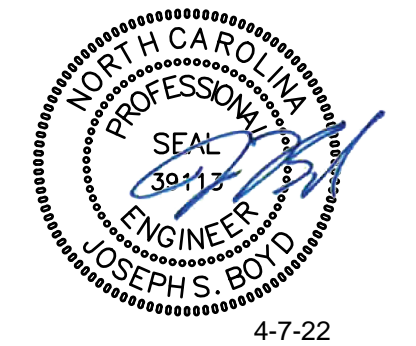
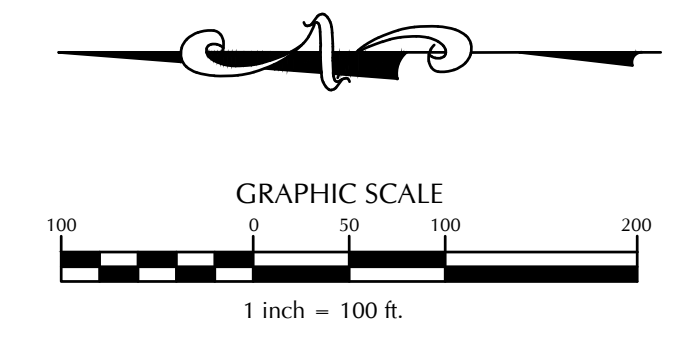
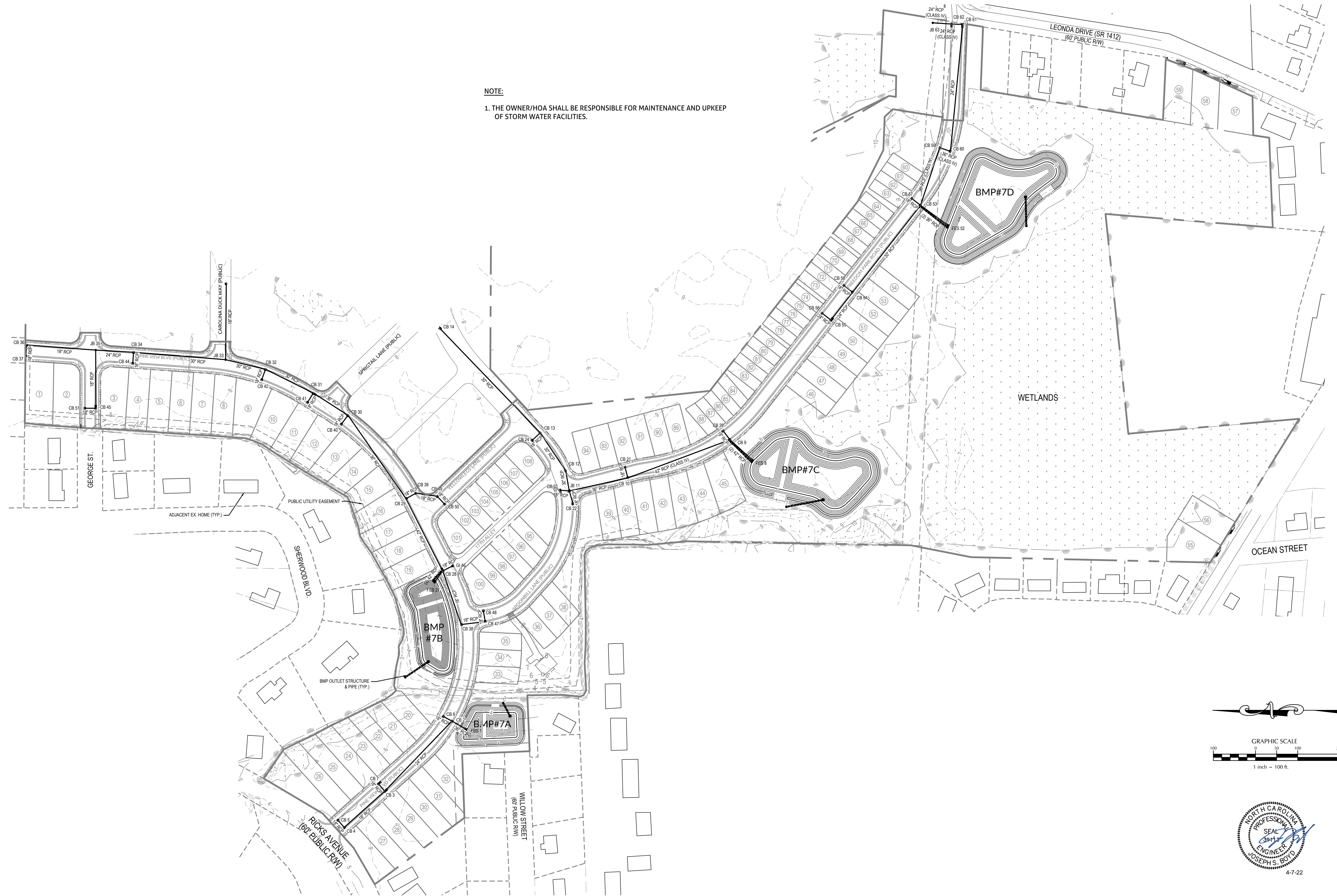
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	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK & CLOSURE BY: RAV
	CAD FILE: BEV PH1 5D PLAT.DWG
	PROJECT NO: 02080976.00

SUBDIVISION MAP OF		
BEAUFORT EAST VILLAGE PHASE 1		
PROPERTY OF		
BLUE TREASURE LLC		
TOWNSHIP: BEAUFORT	COUNTY: CARTERET	STATE: NORTH CAROLINA
TOWN OF BEAUFORT ZONING: PUD	PIN: SEE SITE DATA	SHEET 6 OF 6

WithersRavenel
Engineers | Planners | Surveyors

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



K:\00-00-0070\000070-20-Beaufort East Village Ph. 1\CAD\Final Plat_Sheets\Utility & Drainage Final Plat_Plan.dwg - Thursday, April 7, 2022 10:01:05 AM - BDD - CADD

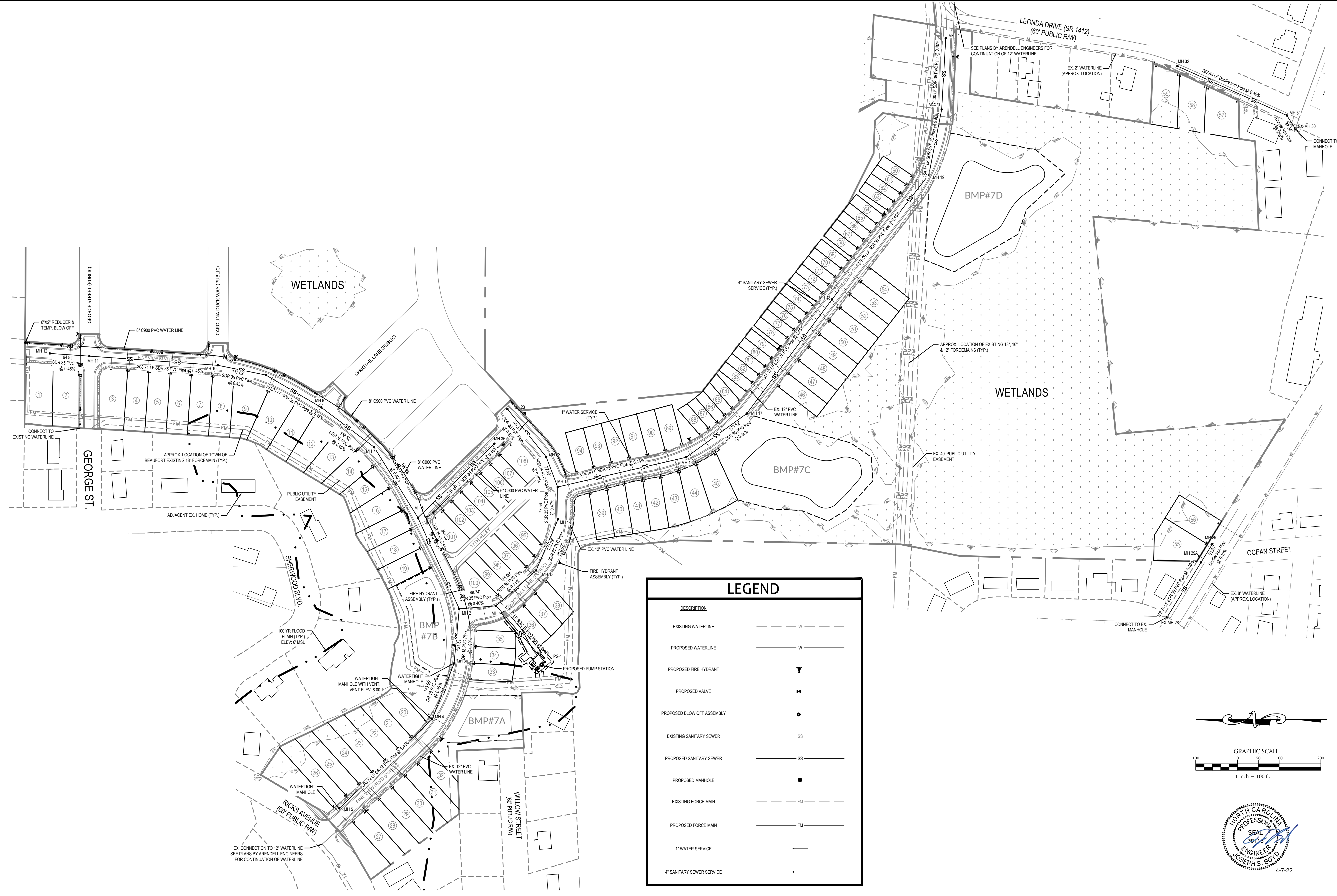
No.	Revision	Date	By	Designer	Scale
				JSB	NOTED
				JSB	9/14/15
				JJW	02080976.20

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

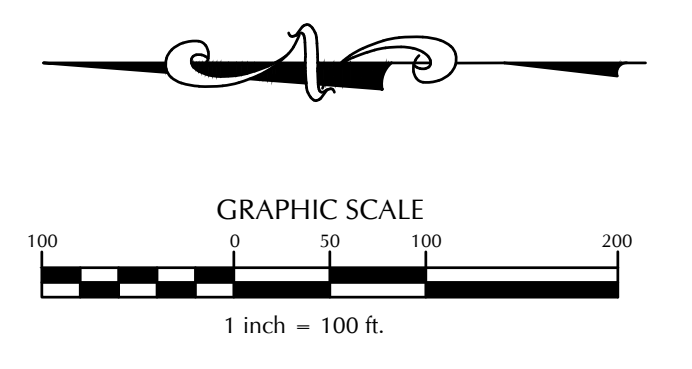
FINAL PLAT DRAINAGE PLAN

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

Sheet No.
C-6



LEGEND	
DESCRIPTION	
EXISTING WATERLINE	W ———
PROPOSED WATERLINE	W ———
PROPOSED FIRE HYDRANT	Y
PROPOSED VALVE	⋈
PROPOSED BLOW OFF ASSEMBLY	●
EXISTING SANITARY SEWER	SS ———
PROPOSED SANITARY SEWER	SS ———
PROPOSED MANHOLE	●
EXISTING FORCE MAIN	FM ———
PROPOSED FORCE MAIN	FM ———
1\"/>	



No.	Revision	Date	By

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

BEAUFORT EAST VILLAGE PHASE 1

Beaufort Carteret County North Carolina

FINAL PLAT UTILITY PLAN


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

Sheet No.
C-5

K:\CD\08-0976\02080976.20-Beaufort East Village Ph. 1\CD\Final Plat Sheets\Utility & Drainage Final Plat Print.dwg - Thursday, April 7, 2022 10:05:17 AM - BDTD - JCSBY

March 28, 2022

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

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

Dear Mr. Garner:

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

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

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


Sincerely,
WithersRavenel



Joe Boyd, PE
Project Manager

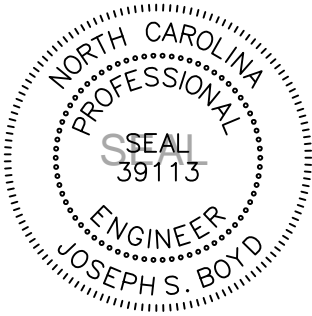

CC: Greg Meshaw, PE - Town of Beaufort
Karl Blackley - Blue Treasure, LLC
Don Mizelle - WithersRavenel, Inc.

BOND ESTIMATE

 <p>Town of Beaufort 701 Front Street Beaufort, NC 28516 (252) 728-2141 www.beafortnc.org</p>	PROJECT NAME:	Beaufort East Village Phase 1
	OWNER:	Blue Treasure, LLC
	ENGINEER:	Joe Boyd, PE
	ENGINEER PHONE NO.:	910-256-9277
	ENGINEER EMAIL:	jboyd@withersravenel.com
	DATE:	3/28/2022

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

SIGNATURE AND SEAL OF SUBMITTING ENGINEER

	<p>I, <u>Joseph S. Boyd</u> a Registered Licensed Professional, do hereby verify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of the work to be completed on this project. This bond estimate covers all the infrastructure improvements on the project referenced above.</p> <p><i>Please sign below</i></p> <div style="text-align: center;">  _____ </div>
--	--

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

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

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

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

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

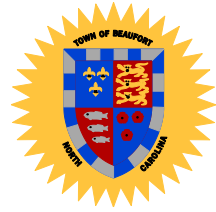
Fire Hydrant (includes Hydrant Leg & Valve)	8	Each	\$ 3,500.00	\$ 28,000.00
Vaults		Each		\$ -
Manholes		Each		\$ -
Fittings	5	Lump Sum	\$ 1,250.00	\$ 6,250.00
Service Connections (includes Tap, Service Tubing, Meter Box and Meter Setter)	35	Each	\$ 650.00	\$ 22,750.00
Blowoff Assemblies	1	each	\$ 1,500.00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

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

TOTAL ESTIMATE ⇒ \$1,393,829.44

Town of Beaufort

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



To: Kyle Garner
Planning & Inspections Director

From: Gregory Meshaw, PE, Town Engineer

Date: April 8, 2022

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

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

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

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

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

Mayor Everette S. (Rett) Newton
Commissioner John Hagle • Commissioner Sharon Harker • Commissioner Marianna Hollinshed
Commissioner Ann Carter • Commissioner Charles McDonald
Town Manager John Day

Memorandum to Kyle Garner
April 8, 2022
Page 2

Commissioners without receipt of the record drawings.

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

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

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BEAU COAST WEST**

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

Prepared by and return to:

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

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BEAU COAST WEST

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

RECITALS:

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vv) “State” shall mean the State of North Carolina.

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

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

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

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

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

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

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

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

**ARTICLE II
PROPERTY SUBMITTED TO THIS DECLARATION; ANNEXATION; WITHDRAWAL**

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

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

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

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

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

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

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

**ARTICLE III
ASSOCIATION PROPERTY**

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

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

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

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

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

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

(c) The Board's right to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8. Limited Common Area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE IV
EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS**

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

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

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

Section 2. Easements Over All Lots. The Lots shall be subject to, and the Declarant does hereby grant, the following non-exclusive perpetual and temporary easements for the enjoyment of Declarant, the

Association, any Builders, and any subcontractors authorized by Declarant or Builder, the Members, the Owners, and the successors-in-title of each:

(a) Easements Shown on Plats. Each portion of the Property shall be subject to all easements, borders, setbacks, buffers and other matters which are shown and depicted on the Plats as affecting and burdening such portion of the Property.

(b) Entrance Monuments. Any Lot on which an entrance monument, sign, or other improvement (including landscaping, walls, fences) related to such entrance monument or sign is located, or on which there is an easement reserved for any such entrance monument, sign, or other improvement, shall be subject to a perpetual easement in favor of the Association (and during the Development Period the Declarant) for maintenance of such entrance monument or sign and related improvements which are or will be located on said Lot. The Owners of these Lots shall not remove, camouflage, damage or otherwise alter in any way said entrance monuments or sign and related improvements. These same Lots shall also be subject to a temporary easement for real estate sales signs which shall be exercisable by any and all persons who the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and Builders of residences upon the Lots, irrespective of whether such persons are affiliated with the Declarant. Such temporary easement shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate thirty (30) days after all Lots in the Community are Improved Lots.

(c) Entry. Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under such circumstances and for such purposes as are described elsewhere in this Declaration.

(d) Encroachments. Reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, are hereby established between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

(e) Maintenance. Each Lot shall be subject to a perpetual easement in favor of the Association and its contractors for the maintenance of the Lots as provided for in the Article entitled "General Maintenance" herein.

(f) Private Streets. All Lots shall be subject to a perpetual easement in favor of the Association and all other Lot Owners for maintenance, management, repair, landscaping, and non-exclusive use and enjoyment of the private streets, lanes, drives and alleyways which are located on the Property, as shown on the Plats, whether said streets and drives are located in the Common Areas or are located on Lots. This easement right includes the right of contractors engaged by the Association to enter upon the Lots from time to time as necessary in order to perform such repair and maintenance work. The Owners of the Lots shall not impair access to, or otherwise alter in any way, said street and drives. The Association shall also have the right, but not the obligation, to cut, remove and plant trees, shrubbery and flowers along said streets, drives and alleyways.

(g) Slope Control. Each Lot shall be subject to an easement in favor of the Declarant, the Association, Builders, and subcontractors, as well as any Governmental Entity for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow.

(h) Surface Water Drainage. Each Lot shall be subject to a perpetual easement in favor of the Association and all other Lots for the drainage of surface waters over and across such Lot.

(i) Utilities. Each Lot shall be subject to a perpetual easement in favor of the Declarant, the Association, Builders, and subcontractors, as well as any Governmental Entity or public utility company who installs, provides, or maintains such services, for the erection, installation, construction and maintenance of wires, lines, conduits, attachments, and other facilities and equipment, both above and below ground, in connection with the transmission of electricity, gas, water, telephone, community antennae or satellite dish, television cables, systems for sending and receiving data and/or other electronic signals, security and similar systems, and other utilities. The easement rights to which the Lots shall be subject shall include the right of employees, agents or contractors engaged by the Declarant, or any Builder, the Association, the City, or the applicable utility company, to enter upon said Lots from time to time as necessary in order to perform repair and maintenance work and to read utility meters. The Association shall be responsible for the maintenance and management of the private water and sewer facilities, if any, located on or under the Common Areas.

Section 3. Specific Easements. Declarant reserves for itself, during the Development Period, the non-exclusive right and power to grant and record such specific easements as may be necessary, in Declarants sole discretion, in connection with the orderly development of any portion of the Property. The Association (with respect to Common Area) or the Owner of any Lot to be burdened by any easement granted pursuant to this subsection shall be given written notice in advance of the grant and if any such easement burdens any portion of the Property owned by a Builder, then such Builder’s written consent shall be required to grant such easement. The location of the easement shall be subject to the written approval of the Association or other Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

Section 4. Minimal Interference. All work associated with the exercise of the easements described in this Article shall be performed in such a manner as to minimize interference with the use and enjoyment of the portions of the Property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the affected portions of the Property, to the extent reasonably possible, to the same or better condition in which it was in immediately prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into any Dwelling or other structure on any Lot or the Common Area, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

Section 5. Easements for Maintenance, Emergency, and Enforcement. Easements are hereby established for the Association over the Property as may be reasonably necessary to enable the Association to fulfill its maintenance responsibilities under the Declaration. The Association also shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. The Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Section 6. Use Easements. A "Use Easement" shall be established upon all Lots shown and depicted on a Plat that contain a point on an interim lot line designated as a "Use Easement Point". Said Use Easement shall extend from said Use Easement Point along a line parallel with the right-of-way line or parallel with the chord bearing of the arc of the street upon which said Lot fronts to the foundation of the residence constructed nearer to said Use Easement Point, thence, with said foundation wall, and extending beyond said foundation wall to the rear lot line of the Lot, thence, with the rear lot line to the interior lot line, thence with said interior lot line, back to the Use Easement Point

The Use Easements established hereby shall be perpetual and shall be for the benefit of the Owner of the Lot adjacent to said easement for ingress, egress and regress over and upon said easement and for purposes of making landscape and hardscape improvements thereupon as may be approved by the ACC. Any improvements placed upon the Use Easement shall be upon the express condition that said improvements must not be attached to any structures on the servient Lot nor made in such a manner as to cause damage to the property of the Owner of the servient Lot and must not be located in such a manner so as to prevent the Owner of the servient Lot from having unimpeded access to the structure(s) upon his Lot for purposes of maintenance and repair. Further, said improvements must be maintained by the party making said improvements. In the event the Owner of the dominant Lot fences in the Use Easement area, a gate must be erected along the side lot line of the Owner of the servient Lot for access purposes.

**ARTICLE V
THE ASSOCIATION**

Section 1. The Association. Declarant has caused or will cause the Association to be formed, and the Association does or will exist under its Articles of Incorporation and Bylaws. The Association is and shall be responsible for the maintenance of the Common Area including all Limited Common Area, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as are required of the Association under the Governing Documents or as the Board of Directors shall deem to be in the best interests of the Members or applicable portion of Members of the Association. The Association shall have all rights and powers reasonably necessary to provide the services and perform the obligations and functions required of it by the Governing Documents.

Section 2. Membership. Each and every Owner of a Lot is a Member of the Association, with classes of membership as provided herein, and, by execution of the Declaration or by acceptance of a deed conveying to such Owner title to any Lot, each Owner consents to be a Member of the Association and to be subject to the terms of the Governing Documents. Membership shall be appurtenant to and may not be separated from ownership of the Lot. An Owner's membership in the Association automatically terminates whenever such Person ceases to be an Owner, and Declarant shall be the Class B Member at all times that Declarant owns at least one (1) Lot (which may consist of any unsubdivided land owned by Declarant if Declarant owns no other Lots in the Properties). Termination of membership shall not release or relieve any such Owner from any liability or obligation incurred under the Declaration during the period of such Owner's membership in the Association, nor impair any rights or remedies which the Association or any other Owner has with respect to such former Owner.

Section 3. Classes of Membership Voting Rights. The Association initially shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A Members shall be all those Persons holding an interest required for membership in the Association, as specified in this Article, except for those Persons who are Class B Members. Until such time as the Class A Members shall be entitled to full voting privileges, as hereinafter specified, the Class A Membership shall be a non-voting membership except as to such matters and in

such events as are hereinafter specified.

The Class A Members shall be entitled to full voting privileges on the earlier of the following dates to occur: (i) the date which the Declarant may so designate by notice in a writing delivered to the Association, or (ii) the end of the Development Period. Provided, however, prior to entitling Class A Members to full voting privileges, in any such notice delivered by Declarant to the Association, Declarant may entitle Class A Members to limited voting privileges, subject to such terms and conditions as Declarant, in its sole discretion, determines (provided, however if not sooner granted, the Class A Members shall have full voting privileges upon the expiration of the Development Period). Until the earlier of these dates occurs, the Class A Members shall be entitled to vote only on matters for which it is provided by law that approval of each and every class of membership of the Association is required. When entitled to vote, Class A Members shall be entitled to cast one (1) vote for each Lot in which they hold an interest required for membership regardless of the number of Class A Members who own the Lot; in no event will more than one (1) vote be cast per Lot.

(b) Class B. Declarant shall be the only Class B Member. Class B membership shall be a full voting membership, and, during its existence, the Class B Members shall be entitled to vote on all matters and in all events. During all times that the Class B membership exists the Class B Member is the only Member eligible to vote on Association matters, unless a Legal Requirement requires that all Members have a right to vote. With respect to each Association matter on which all Members are eligible to vote, the Class B Member has ten (10) votes for each Lot owned by Declarant and ten (10) votes for each Lot owned by a Person other than Declarant. Any one or more times that the Class B membership terminates because Declarant owns no Lots, and Declarant later acquires ownership of one or more Lots, the Class B membership shall be reinstated until such time as Declarant again owns no Lots. With respect to any Additional Property annexed to this Declaration by Declarant, Declarant may provide for such additional Class B Member votes in the Association as Declarant determines, in its sole discretion, and such additional Class B Member votes in the Association shall be added to the other Class B Votes in the Association possessed by Declarant to determine the total number of Class B Member votes in the Association. Provided, however, if no specific Class B Member votes is provided by Declarant for Additional Property annexed to this Declaration, Declarant shall have ten (10) votes for each Lot owned by Declarant and ten (10) for each Lot owned by a Person other than Declarant. At such time as the Class A Members shall be entitled to full voting privileges, as provided in paragraph (a) hereof, the Class B membership shall automatically terminate and cease to exist, and the Class B Member shall be and become a Class A Member as far as it may then hold any interest required for membership.

(c) In recognition of the different character and intended use of Additional Property that is annexed to this Declaration, or of portions of the Property previously subjected to this Declaration whose character and intended use changes subsequent to being subjected to this Declaration, during the Development Period Declarant, in its sole discretion, may, by Annexation Declaration or Supplemental Declaration, create additional classes of membership for the owners of Lots within any such Additional Property being annexed to this Declaration or within any such portion of the Property that previously has been subjected to this Declaration. These classes of Members shall have such rights, privileges and obligations as specified in such Annexation Declaration or Supplemental Declaration, including votes in the Association that are different from votes allocated to previously existing classes of Members, and including liabilities for assessments that may be different from the liabilities of previously existing classes of Members.

Section 4. Suspension of Membership Rights. The membership rights of any Member of the Association, including the right to vote, may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such Members obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the Member's Lot in favor of the Association for unpaid assessments or other obligations under

the Governing Documents.

Section 5. Meetings of the Membership. All matters concerning the meetings of Members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to Members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in the Governing Documents or Legal Requirements.

Section 6. Exercise of Voting Rights. The exercise of voting rights shall be governed by the Articles and/or Bylaws of the Association, as applicable, including quorum requirements and exercise of voting rights by written consent or other method allowed in the Articles and/or Bylaws instead of a vote at a meeting of the Association, or by any combination of voting at a meeting and other method of voting as allowed in the Articles and/or Bylaws. Any provision of this Declaration or other Governing Documents that refers to a vote of the membership of the Association shall not preclude the exercise of voting rights by such other methods. When there is more than one Owner of any Lot, all such Owners shall be Members and the voting rights allocated to their Lot shall be exercised as they, among themselves, determine (subject to any applicable provisions of the Articles or Bylaws), but fractional voting of the votes allocated to such Lot shall not be allowed.

Section 7. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the Members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B Member) shall be personally liable to any Owner of any Lot for any mistake of judgment or for any other act or omission of any nature whatsoever while acting in the capacity of a member of the Board, officer of the Association, or member of a committee appointed by the Board, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud. The foregoing shall not preclude such Person who also is the Owner of a Lot from being liable for matters in the same manner and to the same extent as Owners of other Lots with respect to matters not related to such Person's actions as a member of the Board, officer of the Association, or member of a committee appointed by the Board.

Section 8. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any Person to manage the affairs of the Association, or any part thereof, as the Board of Directors deems to be in the best interests of the Association. The Board may delegate such authority to such Person, and authorize such Person to act on behalf of the Association, as the Board determines in the exercise of its discretion.

Section 9. Appointment of Directors during Development Period. During the Development Period, the Declarant shall be entitled to appoint, remove, and replace all of the directors of the Board and the officers of the Association, or Declarant may authorize one (1) or more directors of the Board to be elected by the Class A Members of the Association, upon such terms and conditions as Declarant, in its sole discretion, determines. Quorum requirements at any meeting of the Association or the Board are not applicable to Declarant's right to appoint, remove, or replace directors and officers.

**ARTICLE VI
ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation. Each Owner, by acceptance of a deed or other conveyance for a Lot, covenants and agrees to pay to the Association all assessments and charges

which are levied by the Association against the Lot(s) owned by such Person in accordance with the terms and provisions of the Act or the Governing Documents. All assessments and charges shall be established and collected as hereinafter provided. All assessments and charges remaining unpaid for a period of thirty (30) days or longer, together with the costs of collection thereof, including reasonable attorneys' fees, shall constitute a lien on the Lot against which they are assessed or charged from the time of the filing of a lien in the office of the Clerk of Superior Court of Carteret County, North Carolina, and shall be the personal and continuing obligation of the Person who was the Owner of such Lot at the time when the assessment or other charge first became due and payable. An Owner's personal obligation for payment of such assessments and other charges shall not become the personal obligation of a subsequent Owner unless expressly assumed by the subsequent Owner, although the lien shall continue against the Lot until the amounts due are paid, as the covenant to pay assessments herein stated is and shall be a covenant running with land.

No Owner shall be exempt from liability for any assessment provided for herein by reason of non-use of the Common Area or such Owner's Lot, or abandonment of a Lot, or temporary unavailability of the use or enjoyment of the Common Area. No Owner shall be relieved of, or released from, the obligation to pay assessments and other charges under the Governing Documents because of any resignation or attempted resignation by such Owner of membership in the Association while such Owner owns a Lot, or because of any suspension of such Owner's membership or membership rights in the Association as allowed under the Governing Documents.

If necessary to establish the right to collect reasonable attorneys' fees under the Declaration, any obligation of an Owner to pay assessments or other charges or monetary obligations under the Declaration shall constitute evidence of indebtedness for the purpose of establishing under Section 6-21.2 of the North Carolina General Statutes (or any successor statute) the right to collect reasonable attorneys' fees in any action or proceeding to enforce or collect payment of such obligation. Provided, however, the foregoing sentence specifically is intended to supplement, and not to interfere, limit, invalidate or be in conflict with, any provisions of the Act with respect to reasonable attorneys' fees.

Section 2. Purposes of Assessments. The assessments levied by the Association pursuant to this Article shall be used to pay the Common Expenses and other charges as required or allowed by the Declaration. Without limiting the generality of the foregoing, the Association may assess the following types of assessments for payment of the Common Expenses: (i) annual assessments; (ii) working capital assessment; (iii) stormwater assessments; (iv) special assessments for capital improvements or other matters as set forth herein; (v) special individual assessments levied against an Owner to reimburse the Association for maintenance expenses resulting from the failure of such Owner to maintain adequately that Owner's Lot, or for damages to Common Elements, or for such other purposes as stated herein; (vi) architectural review fees and costs as specified herein; (vii) fines for violations of Restrictions and Rules and/or Association rules and regulations with respect to use of the Common Elements; (viii) late payment penalties and interest on unpaid assessments and other charges; and any other assessments, if any, for any/all of the following purposes: (1) costs and expenses incurred by the Association in connection with the maintenance of the Common Area and the Association's other operations; (2) payment of the premiums for all fidelity bonds which shall be obtained by the Association; (3) the payment of the fees of such management firms as the Board of Directors shall employ; (4) payment of fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including but not limited to legal, accounting and architectural services; (5) loans to the Association for construction of the Recreational Amenities; and (6) other charges imposed under authority contained in the Act (specifically including all fees allowed under Section 47F-3-102 of the Act) or Governing Documents (architectural review fees, fines, penalties, interest and other fees and charges all being referred to herein collectively as "other charges"), and, in addition to such assessments and other charges, to pay all costs, fees and expenses, including reasonable attorneys' fees, incurred by the Association in enforcing or

collecting any of the foregoing assessments or other charges against such Owner or the Lot of such Owner; and (7) such other purposes as the Board of Directors shall deem necessary or desirable to promote the health, safety and welfare of the Association and its Members.

All assessments and other charges collected by the Association shall be the separate property of the Association. As assessments and other charges are paid to the Association by Owners, such funds may be commingled with assessments and other charges paid to the Association by other Owners. No Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer, such Member's interest in the assets of the Association, except as an appurtenance to the Lot owned by such Member. When any Owner ceases to be a Member of the Association, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association or any portion thereof which may have been paid to the Association by such Owner or acquired with any funds paid to the Association by such Owner.

Section 3. Commencement and Liability for Payment. The assessments provided for herein shall commence as to a Lot on the date that a Lot becomes an Improved Lot and is owned by a Person who is not the Declarant or a Builder (it being express that Builders shall pay no assessments of any kind hereunder for Lots owned by Builders) with all Improved Lots owned by the same class of Members of the Association being assessed equally, except for any additional assessments that may be required to pay Common Expenses specifically associated with a Lot, in which event such assessments shall only be assessed against the Lots benefitted by the Common Expenses. The Annual Assessment for any Lot that first commences with respect to such Lot on any day other than the first day of the applicable fiscal year of the Association is determined for that first fiscal year by multiplying the applicable Annual Assessment amount by a fraction whose numerator is the number of days remaining in that fiscal year from and after the day on which it becomes a Lot and whose denominator is the total number of days in that fiscal year.

Section 4. Operating Budget and Annual Assessment. For the fiscal year beginning on such date as the Board shall determine in its sole discretion and for subsequent fiscal years, the Board shall adopt for each fiscal year a proposed "annual operating budget", also referred to herein as the "budget", containing an estimate of the total amount believed to be necessary to pay all of the Common Expenses for that fiscal year (including, at the Board's discretion, estimated amounts for unexpected contingency items). Based on such proposed budget, the Board shall determine the amount to be assessed against each Lot for that fiscal year to fully fund the proposed budget, such amount being referred to herein as the "annual assessment". In adopting a proposed budget and annual assessment, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the applicable fiscal year. In the Board's discretion, a proposed budget may include a provision that allows the Board to assess and collect from the Owners during the applicable fiscal year, without the necessity of revising the budget and holding a meeting of the membership of the Association to vote on ratification of the revised budget, one or more additional annual assessments, not to exceed a total amount as specified by the Board, as necessary to pay for Common Expenses that exceed the budgeted amount and/or new or unexpected additional Common Expenses incurred during the applicable fiscal year.

Within thirty (30) days after adoption of the proposed budget, the Board shall provide a copy or summary of the proposed budget and annual assessment to all Members (a copy or summary provided to any one (1) of multiple Owners of a Lot is deemed to be provided to all Owners of such Lot), together with a notice of the annual or special meeting of the Association at which ratification of such proposed budget will be considered, including a statement that the proposed budget may be ratified without a quorum for the meeting. The annual or special meeting at which ratification of the proposed budget is to be considered shall be held not less than ten (10) days nor more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting at which

ratification of the proposed budget is to be considered (although if other matters are to be considered at such meeting applicable quorum requirements are in effect with respect to those other matters). The budget is ratified unless rejected at that meeting as follows: (i) if the proposed annual assessment does not exceed the annual assessment for the immediately preceding fiscal year by more than 50%, the budget is ratified unless Members possessing ninety percent (90%) or more of the total number of votes in the Association reject it; (ii) if the proposed annual assessment per Lot exceeds the actual annual assessment per Lot for the immediately preceding fiscal year by more than 50%, the budget is ratified unless Members possessing sixty-seven percent (67%) or more of the total number of votes in the Association reject it. In the event that the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board Of adopted by the Members.

Beginning with the annual assessment for the first fiscal year as the Board shall determine in its sole discretion, the Association shall send written notice of each annual assessment to the Members of the Association (for purposes of notice of all assessments under the Declaration, notice sent to any one (1) of multiple Owners of a Lot is deemed to be notice sent to all of such Owners) not less than thirty (30) days in advance of the payment due date specified in the notice (which shall not be earlier than the first day of the applicable fiscal year), which written notice may be in the form of an invoice for the annual assessment, or which written notice may be included in the notice of the meeting to vote on the proposed budget. The failure of the Board to establish the amount of any annual assessment or send timely notice as required herein shall not constitute a violation, waiver or modification of the provisions of the Declaration, or a waiver of the Board's right to establish and collect the annual assessment at any time during the fiscal year to which it is applicable, or a release of any Member from the obligation to pay the assessment or any installment thereof for that or any subsequent fiscal year. Until the Board has established an annual assessment for a fiscal year, the annual assessment for the immediately preceding fiscal year shall continue in effect, but when the new annual assessment is established, it shall be retroactive to the first day of the applicable fiscal year, and notice of same shall be sent to the Members not less than thirty (30) days in advance of the payment due date specified in the notice. If the annual assessment for any fiscal year has not been established by the last day of the immediately preceding fiscal year, the Board may send a notice of assessment to the Members for the amount of the immediately preceding fiscal year's annual assessment, together with notice that a new assessment may be established for that fiscal year that may require an additional payment. Once the new annual assessment is established, any additional amount owed is due and payable by the payment due date specified in a supplemental notice to the Members sent not less than thirty (30) days in advance of the payment due date specified in the supplemental notice.

During any fiscal year, the Board may revise the budget and adjust the annual assessment (including the maximum amount of any additional annual assessment), subject to the same notice and ratification requirements as those applicable to the initial budget for that fiscal year. Upon ratification of a revised budget, it shall replace all previously ratified budgets for the applicable fiscal year.

Section 5. Special Assessments. In addition to other authorized assessments, the Association may levy "special assessments" during any fiscal year to pay for any or all of the following: (i) unbudgeted Common Expenses; (ii) Common Expenses in excess of those budgeted; or (iii) the costs of any capital improvements or capital repairs. No special assessment shall be imposed unless approved by the affirmative vote of fifty percent (50%) or more of the votes cast by the Members present at a meeting of the Association and, during the Development Period, the written consent of the Declarant. Notices for all meetings of the Association at which there is to be a vote on a special assessment shall include notice of the purpose and amount of the proposed special assessment. A special assessment is effective on the later of the date it is approved by the Members or Declarant (if such approval is required), or such later date adopted by the Members in the vote approving the special assessment, and is due and payable as established by the vote of the Members approving the special assessment, or, if not established by such

vote of the Members, as established by the Board. Each Lot shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this section.

Section 6. Specific Assessments. The Board may levy specific assessments against individual Owners (i) for the purpose of paying for the costs of any construction, reconstruction, repair or replacement of any damaged component of the Common Area, or of any monument, landscaping, detention pond or other thing maintained by the Association, which is occasioned by the acts of individual Owners(s) and not the result of ordinary wear and tear or (ii) for the payment of fines, penalties or other charges imposed against an individual Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules or regulations promulgated hereunder; provided, that Declarant shall not be obligated to pay any specific assessments. Failure of the Board to exercise its authority under this section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this section in the future with respect to any expenses.

Upon the establishment of a specific assessment under this section, the Board shall send written notice of the amount and due date of such specific assessment to the affected Owner (s) at least thirty (30) days prior to the date such specific assessment is due.

Section 8. Special Assessment for Working Capital Reserve. Upon the first transfer of title to an Improved Lot, but not thereafter, there shall be levied against such Improved Lot and paid to the Association by the transferee of said Improved Lot a special assessment in such amount as the Association shall determine in its sole discretion (which amount may differ among Townhome or detached Dwelling Lots; for example Townhomes may have higher initial assessments for capital reserves if it is expected that higher levels of capital maintenance is required to support Townhome obligations of the Association). The Association shall use all special assessment payments which shall be so received by it pursuant to this section to establish a working capital reserve fund for use in connection with capital repairs and capital improvements.

Section 9. Collection of Assessments; Penalties for Late Payment.

(a) Assessments may be collected on a monthly, quarterly, annual or other basis, as determined from time to time by the Board, with the payment due date to be specified in the notice of the applicable assessment. The billing schedule and payment due date shall be the same for all Owners. Provided, however, the Board has the power, in its sole discretion and upon such terms as the Board deems appropriate, to allow percentage discounts to Owners who pay assessments earlier than the payment due date therefor; provided, however, all such discounts shall be made available and applied uniformly to all Owners.

(b) Subject to any limitations contained in the Declaration, other Governing Documents, or any Legal Requirement, the Board has the authority to establish the payment due dates, interest rate on unpaid amounts, and penalties for late payment of assessments and other charges. Assessments and other charges not paid by the payment due date shall bear interest at a rate equal to the lesser of (i) eighteen percent (18%) per annum, or (ii) the highest lawful rate under Legal Requirements, or (iii) the amount, if any, established by the Board (or, in the absence of any amount being established by the Board, the lesser amount otherwise established by this subsection). In addition to the obligation to pay the assessment and other charges and interest charges thereon, the defaulting Owner also shall pay all of the Association's costs and expenses of collection thereof, including reasonable attorneys' fees.

(c) The Board may authorize a management company or other billing agent, on behalf of the

Association, to bill and collect all assessments and other charges payable under the Declaration.

Section 10. Certification of Assessments Paid. The Association, or any property manager or agent authorized by the Association, upon written request, shall furnish to any Owner or such Owner's authorized agents, a certificate signed by an officer of the Association or other Person authorized by the Board to give such certificate setting forth whether or not and through what date the assessments and other charges against that Owner's Lot have been paid, and the amount of any unpaid assessments or charges. The certificate shall be furnished within ten (10) business days after receipt of the request therefor and is binding on the Association, the Board and every Owner. The Association or property manager or agent authorized to furnish the certificate may charge a reasonable fee for furnishing the certificate as established or approved by the Board.

Section 11. Assessment Lien and Foreclosure. The assessments and other charges provided for herein shall be the personal and individual debt of each Person who, at the time of the assessment or other charge, is an Owner of the Lot against which they are assessed or charged. Any assessment or other charge not paid on or before the payment due date and remaining unpaid for a period of thirty (30) days or longer, together with the fines, penalty and interest charges as provided in the Declaration, plus the costs of collection (including reasonable attorneys' fees), shall be a charge and continuing lien on the Lot against which they are assessed or charged from and after the date on which a claim of lien is filed by the Association in the office of the Clerk of Court of the County in which the Lot is located. Except as otherwise provided in the Declaration or by Legal Requirements, such lien shall be superior to all other liens and charges against the Lot. The Board shall have the power, in its sole discretion, to subordinate the Association's lien to any other lien. The claim of lien shall set forth the name and address of the Association, the name of the record Owner of the Lot at the time the claim of lien is filed, a description of the Lot, and the amount of the lien claimed. In addition to the claim of lien, the Association may execute, issue or record such other evidence of the lien as the Board deems necessary. The Association may foreclose the claim of lien in like manner as a mortgage on real estate under a power of sale or in any other manner allowed or required by Legal Requirements, and/or the Association may institute suit against the Owner personally obligated to pay the assessment or charge, and/or the Association may seek any other available remedy or relief. In any foreclosure proceeding, the Association shall have the right to appoint a trustee or commissioner (or other appropriately named Person) to implement the foreclosure, and the defaulting Owner shall be required to pay the costs, expenses, trustee's (or commissioner or other) fees, and reasonable attorneys' fees incurred by the Association. The Association shall have the power to bid on and purchase the Lot at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal therewith. The remedies against a defaulting Owner and such Owner's Lot are cumulative and not mutually exclusive, and the Association may seek none, or any one or more of such remedies, separately or simultaneously, as deemed appropriate by the Board.

Section 12. Lien Priority. The lien for unpaid assessments and other charges provided for herein is prior to all liens and encumbrances on a Lot except (i) liens for ad valorem taxes on the Lot; (2) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of this Declaration; (3) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot; and (4) the lien of any mortgage given by any Builder or other Person to secure payment of any sum owed to the Declarant, whether or not Declarant is the seller of the Lot liens and encumbrances. Provided, however, this Section does not affect the priority of mechanic's or materialmen's liens. A lien for unpaid assessments and other charges is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the docketing of the claim of lien in the office of the County Clerk of Court of the County in which the Lot is located. Where the holder of a First Mortgage, or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of a First Mortgage or deed or other proceeding in lieu of foreclosure, such purchaser and its heirs, successors, and assigns, shall not be liable for the assessments against such Lot which became

due prior to the acquisition of title to such Lot by such purchaser. Such unpaid assessments shall be deemed to be Common Expenses collectible from all the Owners, including such purchaser, its heirs, successors, and assigns in the event that the Association is unable to collect, or chooses not to pursue collection, from the Person who was the Owner of the Lot during the time the assessments were assessed against the Lot.

Section 13. Exempt Property. All Exempt Property is exempt from the assessments, charges and liens established pursuant to the Declaration.

Section 14. Declarant's Obligation to Fund Budget Deficits.

(a) During the existence of the Class B membership, Declarant may satisfy its obligation for payment of annual assessments on Lots which it owns either by paying annual assessments in the amount per Lot assessed for that fiscal year or by paying the difference between the total amount of the actual annual assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year for items contained in the budget (paying the difference being referred to herein as the "deficit funding obligation" or "funding the deficit"). Unless Declarant otherwise notifies the Board prior to the Board's adoption of a proposed annual operating budget for the next fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the current fiscal year Declarant has elected to fund the deficit. The deficit funding obligation does not include any expenses that the Association is unable to meet because of nonpayment of any assessment by Owners other than the Declarant, or because of unusual or extraordinary or unanticipated expenses not included in the annual operating budget (for example, a judgment obtained against the Association, or a Common Expense obligation caused by the negligence or misconduct of any Owner or occupant). The deficit funding obligation of the Declarant may be enforced against the Declarant and collected by the Association in the same manner as enforcement and collection of assessments applicable to other Owners.

Regardless of Declarant's election as to payment of annual assessments or funding the deficit, Declarant's obligations with respect to annual assessments may be satisfied by Declarant by any combination of the provision of services or materials toward satisfaction of Common Expenses (including payment for such services or materials directly to the providers thereof), or payment of money to the Association. Beginning with the first fiscal year after the end of the Class B membership, Declarant shall pay annual assessments on its Lots in the same manner as any other Owner.

Declarant may advance funds to the Association sufficient to satisfy the deficit, if any, in any fiscal year between the actual operating expenses of the Association (exclusive of any allocation for capital reserves) and the annual and special assessments for such fiscal year. Such advances shall be evidenced by promissory notes from the Association in favor of the Declarant and shall be paid back to Declarant if and to the extent that sufficient funds are generated by assessments in future years until such time as Declarant no longer has the authority to appoint the directors and officers of the Association.

Section 15. Partial Assessments and Cost Sharing Agreement for Annexed Property. In the event Declarant elects to annex Additional Property, it may subject such Additional Property to all or any portion of this Declaration as Declarant shall determine in its sole discretion, including but not limited to levying assessments on the Owner(s) of such Additional Property for some but not all Common Expenses, limiting access by such Owner(s) to some but not all Common Area and Recreational Amenities and entering into a cost sharing agreement with such Owner(s) for certain Common Expenses.

**ARTICLE VII
ARCHITECTURAL CONTROL**

Section 1. Architectural Control.

(a) Except for ordinary and routine maintenance to an existing improvement, and excluding planting and maintenance of flowers, bushes, grass and trees that do not result in any material change in the landscaping approved as part of the Approved Plans ("material" being as determined from time to time by the Reviewer) or allowed by Architectural Guidelines without the necessity of obtaining Approved Plans, and except as otherwise provided herein (for example, portions of the Property exempt from architectural review), no improvement, and no alteration, addition to, or changes to any Improved Lot (including any conversion of a garage or carport into living space) shall be commenced, nor shall any of the same be placed, altered or allowed to remain, until the Reviewer has approved in writing the Plans therefore, or the Architectural Guidelines allow the improvement without the necessity of obtaining Approved Plans.

(b) No structure or Improvement shall be constructed, placed at or installed upon any Improved Lot in a location without the prior written approval of the ACC, which approval may be withheld in the sole discretion of the ACC, including but not limited to restrictions on BUA Limits on any Lot. No fence shall be constructed or erected upon any Improved Lot in any location without the prior written approval of the ACC. No chain link fences shall be erected or maintained on any Lot or other portion of the Property.

Section 2. Combination of Lots. Contiguous Lots may not be combined together without prior written consent of the Declarant, during the Development Period, and thereafter by the Board of Directors. In the event that the Declarant or Board of Directors, as applicable approves such a combination, such combination shall thereafter be deemed to be a single Lot for all purposes of this Declaration, except that notwithstanding the foregoing, the amount of assessments for which such single Lot shall be thereafter liable shall be equal to the total assessments for which all of the Lots which were so combined would have been liable had such combination not taken place.

Section 3. Architectural Review.

(a) Until the later of the end of the Development Period or the date on which one hundred (100%) percent of the Lots are Improved Lots and are owned by Persons other than the Declarant (such period of time being referred to herein as the "Declarant Review Period"), the Declarant has the sole right under the Declaration to serve as the Reviewer with respect to all improvements. In reviewing and acting upon any request for approval of Plans for improvements, Declarant or its designee shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Declarant, in its sole discretion, may designate one or more Persons to act on its behalf in reviewing Plans. Declarant may, at any time and from time to time, temporarily or permanently, but without any obligation to do so, delegate all or any portion of its rights reserved under this Article to an ACC. Prior to the end of the Declarant Review Period, Declarant may modify or terminate any or all its rights reserved under this Article in whole or in part, at any time and from time to time, temporarily or permanently, by recording an instrument in the Registry describing the action taken by Declarant.

(b) Upon delegation by Declarant during the Declarant Review Period, and upon the end of the Declarant Review Period, the Association, acting through an ACC appointed by the Board, shall assume jurisdiction and responsibility for architectural review under this Article. The members of any ACC need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals. The number, qualifications, composition, jurisdiction, procedures (including appeal of its decisions to the Declarant or Board), and compensation of the members, if any, of the ACC shall be established from time to time by the Declarant or Board, as applicable.

(c) The Declarant or the Board, as applicable, may establish and charge reasonable fees for review of applications and Plans hereunder and may require such fees to be paid in full prior to review thereof. Such fees may include the reasonable costs incurred in having any Plans reviewed by architects, engineers or other professionals. If any such fees are required in connection with any review, no Plans submitted for review shall be complete until such fees are paid.

Section 4. Review Procedures. When Approved Plans are required for commencement of any improvement, the required number of sets of Plans for the proposed improvement (as determined by the Reviewer), together with any application or request for approval and review fees required by the Reviewer, shall be submitted to the Reviewer by the Person requesting the approval or such Person's authorized representative. The Architectural Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application. All of the foregoing together constitutes a "complete application", and no time period within which any Reviewer under this Declaration is required to complete the review shall commence until the Reviewer has received a complete application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to review (except with respect to appeals to the Declarant or Board as may be authorized by the Declarant or Board) so long as made in good faith and in accordance with the procedures set forth herein.

The Reviewer shall decide on each application within 30 days after receipt by the Reviewer of a complete application. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer shall notify the applicant in writing of the final determination on any application within five days after making the determination. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Reviewer fails to respond in a timely manner to a complete application, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Architectural Guidelines unless a written variance has been granted. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the US Postal Service and addressed to the applicant at the mailing or residence address indicated on the application for review. However, personal delivery of such written notice shall be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant or any aggrieved Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the

requirements of such resolution.

Section 5. Architectural Guidelines. Declarant may prepare the initial Architectural Guidelines, which may contain general provisions applicable to all of the Property as well as specific provisions which vary between Townhome and detached Dwelling Lots. The Architectural Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Reviewer in considering applications. The Architectural Guidelines are not the exclusive basis for decisions of the Reviewer and compliance with the Architectural Guidelines does not guarantee approval of any application. Declarant shall have sole and full authority to amend the Architectural Guidelines during the Development Period, notwithstanding a delegation of reviewing authority to the ACC or any other Person, unless Declarant also delegates the power to amend the Architectural Guidelines to the ACC. Upon termination or delegation of Declarant's right to amend, the ACC shall have the authority to amend the Architectural Guidelines with the consent of the Board, and the Board shall have the authority to amend the Architectural Guidelines following the end of the Development Period.

Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

Upon request, the Reviewer shall make the Architectural Guidelines available to Owners and Builders who seek to engage in development or construction within the Property In Declarants discretion, such Architectural Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

Section 6. No Waiver of Future Approvals. Each Owner acknowledges that the Persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future Approval of Plans, granting of variances, or other approvals given in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

Section 7. Legal Requirements. Approval by the Architectural Control Committee of any Plans shall not relieve the Owner, Builder, or applicant from any obligation to obtain all required City and State approvals and permits, and shall not relieve the Owner, Builder, or applicant of the obligation and responsibility to comply with all Legal Requirements with respect to such improvements.

Section 8. Variances. The Reviewer may authorize variances from compliance with any of the applicable Architectural Guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall: (a) be effective unless in writing; (b) be contrary to this Declaration; (c) preclude the Reviewer from denying a variance in any other circumstances; or (d) be contrary to any Legal Requirements. For purposes of this Section, the inability to obtain approval of any Governmental Authority, the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance.

Section 9. Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any Person. Review and approval or denial of approval or conditioning of approval of any application pursuant to this Article may be made on the basis of aesthetic considerations only, and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

Declarant, the Association, the Board, the ACC, or member of any of the foregoing shall not be held liable for any of the following: soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder or their failure to comply with Legal Requirements; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor as a builder in the Property or anywhere else; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any improvement. In all matters, the Association shall indemnify the Board, the ACC, and the members of each as provided in the Governing Documents.

Section 10. Certificate of Compliance. Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Architectural Guidelines. The Reviewer shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

Section 11. Violation. When Approved Plans are required under this Article prior to the commencement of the construction, installation, alteration, addition, removal, or maintenance of any improvement, in the event that any such construction, installation, alteration, addition, removal, or maintenance commences, or is undertaken or performed in the absence of Approved Plans or in violation of Approved Plans, the Person upon whose portion of the Property such activity was undertaken or performed may be required by the Declarant (during the Development Period) or by the Board to restore to its original condition, at such Person's sole expense, the portion of the Property upon which the activity was undertaken or performed. Upon the failure or refusal of any Person to perform the restoration required herein, the Declarant or Board, as applicable, or their authorized agents or employees, may, after fourteen (14) days' prior notice to such person, enter upon such portion of the Property and make such restoration as the Declarant or Board, as applicable, in the exercise of its discretion, may deem necessary or advisable. The Owner of the portion of the Property upon which such restoration work shall have been performed shall be personally liable to the Declarant or Association, as applicable, for all direct and indirect costs which the Declarant or Association incurs in the performance of such restoration work, including without limitation attorney's fees and court costs related to the collection of such costs from the Owner, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in this Declaration.

Section 12. Declarant and Association Exemption. Notwithstanding anything stated to the contrary herein, nothing contained in this Article shall be construed as prohibiting any construction, installation, alteration, addition, removal, or maintenance of any improvement by the Declarant, or by any Builder, or by the Association upon any portion of the Property, while it is owned by the Declarant, or a Builder, or Association (as the case may be). Any construction, alteration, addition or removal performed by the Declarant, any Builder, or the Association upon any portion of the Property while it is owned by the same, is exempt from the all of the provisions of this Article, and for avoidance of doubt, nothing in

this Article or otherwise herein shall prevent a Builder at its sole expense from altering or reconfiguring Lot lines between/among Lots it owns, or from combining or subdividing Lots it owns, provided such altering, reconfiguring, combing or subdividing complies with all Legal Requirements, including but not limited to any BUA Limits required by the applicable Governmental Authority for development of the Community or any Lot.

**ARTICLE VIII
USE OF THE PROPERTIES**

In order to provide for the maximum enjoyment of the Lots by all of the residents thereof and to provide protection for the value of the same, the use of the Lots shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Residential Use. Except as otherwise allowed by this Declaration, the Properties shall be used only for single-family residential purposes, including rentals of a Lot and Dwelling in accordance with Section 23 of this Article VIII, or for other uses allowed under applicable Governmental Authority zoning ordinances and approved by the Declarant during the Development Period or thereafter, by the Board. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. Residential purposes include use of portions of the Properties for streets, utilities, greenways, open space, Common Elements, wetlands, conservation areas, active or passive recreation, or other purposes substantially related to residential use which are allowed under applicable Governmental Authority zoning ordinances, unless such substantially related purposes are prohibited by other provisions of this Declaration. Except as provided in subsection (c) of this paragraph, no Lot shall at any time be used for any commercial, business or professional purpose. Provided, however, and notwithstanding the foregoing: (a) during the Development Period, the Declarant, and any Builder (or so long as the Builder owns or has the right to buy any Lot from Declarant), or other Person with Declarant's consent, may maintain model homes, sales offices and temporary construction trailers and other improvements and facilities within the Properties for the purpose of conducting business related to the development, improvement, and/or sale or marketing of any part or all of the Properties, including the sale and marketing of Lots; and (b) Declarant, and any Builder, or any other Person with Declarant's consent, may conduct such business and other activities within the Properties as may be necessary or desirable in connection with the development, improvement, and/or sale or marketing of any part or all of the Properties, including the sale and marketing of Lots; and (c) the Owner of any Lot may use a portion of a building located on such Lot as an office, provided that such use does not create regular customer, client or employee traffic to and from such Lot and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Lot.

Section 2. Prohibited Activities. Each owner of any Lot, and such Owner's family members, tenants, guests and invitees, shall refrain from any act or use of the Lot which could reasonably cause embarrassment, discomfort or annoyance to any other resident or residents of any other Lot. Storage or placement of furniture, potted plants, fixtures, appliances, machinery, bicycles, towels, equipment, signs or other goods or chattels on any Lot which is visible from outside of the Lot, (including but not limited to Stoops, Driveways, Decks and Patio Areas) is prohibited except as specifically permitted in this Declaration. No trade materials or inventories (other than materials used for construction of Dwellings or other approved structures or Improvements) shall be stored upon any portion of the Properties and no tractors, inoperable motor vehicles, rubbish, trash, or unsightly materials of any kind shall be stored, regularly placed, or allowed to remain on any portion of the Properties unless adequately screened or contained as approved by the Architectural Control Committee, except that trash, leaves, tree limbs, materials for trash or recycling pick-up and similar items may be kept or placed temporarily and only for such time as is reasonably necessary to enable the applicable Governmental Authority or appropriate private entity to remove same, and inoperable motor vehicles may be stored only if the same are kept

entirely in an enclosed garage or other building. Provided, however, and notwithstanding anything to the contrary herein, (i) trucks and/or other construction vehicles, materials and equipment operated by/used by Declarant and any Builder, shall be allowed to remain on the Properties temporarily during construction of roads, utilities, Dwellings and other Improvements in the Properties, and (ii) such vehicles, materials and equipment also may be allowed to remain on the Properties during construction or maintenance on Improved Lots and the Improvements thereon, which have been approved by the Architectural Control Committee.

Section 3. Nuisances. No noxious or offensive activity shall be conducted upon any portion of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community or any part thereof, or to any person lawfully residing in the Subdivision. Provided, however, the usual, customary or reasonable use and maintenance of a Lot, a Dwelling, or any Common Elements shall not constitute a nuisance. Further provided, the development of the Properties by Declarant and Builders, and the usual, customary or reasonable construction and maintenance of Dwellings and other Improvements in the Properties shall not constitute a nuisance. Further provided, the operation and use of the Common Elements in the manner required or allowed by the provisions of the Declaration shall not constitute a nuisance.

Section 4. Animals. No animals of any kind (including livestock, reptiles or poultry) shall be kept on any portion of the Properties or in any Dwelling except for dogs, cats or other domestic household animals which are not used for breeding or other commercial purposes, and provided that they do not create a nuisance (in the judgment of the Board), by number or type of animals, noise, odor, damage or destruction of property, animal waste, or any other reason, and further provided that they are kept in compliance with all Legal Requirements and such Rules and Regulations and Board policies pertaining thereto as the Association may adopt, which Rules and Regulations or Board policies may include requirements that animals be kept on a leash or otherwise restrained or confined whenever they are anywhere on the Properties other than on the Lot of the Person who owns the animals, on other Lots with the permission of the Owners of those Lots, or on other areas specifically designated for animals not on leashes, that animals be restrained or confined inside a fence or other restraint when on a Lot outside of the Dwelling, and which may prohibit the keeping of animals on the Properties that are excluded from coverage or subject to reduced coverage under liability insurance policies generally available for the Properties. The Board may require any Owner to furnish the Board with evidence that a particular animal is not excluded or subject to reduced coverage under the liability insurance policy maintained by such Owner for that Owner's portion of the Properties, and the Owner shall furnish the Board with the required evidence (in the form of a copy of the applicable policy or such other evidence reasonably satisfactory to the Board) within ten (10) days following the date on which the Board gives a notice to the Owner that it is requiring same. Provided, however, no Board member shall have any liability for any failure of the Board to adopt a Restriction or Rule or other rule or regulation that prohibits the keeping of a particular type or breed of animal. The Owner responsible for an animal being on the Properties promptly shall clean up or remove from any portion of the Properties not owned by such Owner all solid bodily wastes from that animal.

No animal determined to be dangerous, in the Board's sole and absolute discretion, may be brought onto or kept on the Property at any time. The Board may remove without notice any animal that presents an immediate danger to the health, safety or property of any Owner or occupant of the Property.

Each Owner who keeps an animal on the Property agrees to indemnify and hold the Declarant (and its members, managers and agents) and the Association (and its directors, officers, committee members, and agents) harmless from any loss, claim or liability of any kind whatsoever, including court costs and reasonable attorney's fees, arising out of or resulting from such animal, including any actions of the animal. An easement over and upon the Properties hereby is reserved for the applicable Governmental

Authority to exercise and enforce Legal Requirements relating to animal control.

Section 5. Antennas; Aerials; Satellite Dishes. The Owner of each Lot shall have the right to install, maintain and use on such Lot one antenna, aerial, or satellite dish to receive video programming that is (i) not larger than one meter in diameter, (ii) blends with the color of the roof or wall where it is installed, and (iii) is installed on the rear roof or wall of the residence constructed on the Lot. No other exterior antennas, aerials, satellite dishes or other reception device shall be constructed, installed, placed or affixed unless approved in accordance with the architectural approval procedures contained in this Declaration. Installation of an antenna deviating from the above provision shall be approved pursuant to the architectural control provisions if reasonably necessary to permit the reception of an acceptable quality signal. HAM radios, two way radios and other hobby or professional radio communication transmission equipment are prohibited.

Declarant or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus of any size for a master antenna, cable, or other communication system for the benefit of all or a portion of the Property.

Section 6. Clotheslines. No exterior clothesline of any type shall be permitted on any portion of any Lot.

Section 7. Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) lighting allowed by Approved Plans; (2) street lights in conformity with an established street lighting program for the Property; (3) seasonal decorative lights provided such lights are installed no more than 30 days prior to a holiday and removed no later than 30 days after a holiday; (4) front house illumination of model homes; or (5) landscape lighting provided it is a clear, white light.

Section 8. Mailboxes Prohibited. No mailbox shall be installed for any Lot. The Recreational Amenities allocated as Limited Common Areas may contain mail kiosks for Lot Owners.

Section 9. Play Equipment. Recreational and playground equipment shall not be placed on the front or side yard of any Lot nor in the rear of any Lot adjacent to the Common Areas without prior written consent of the Reviewer. Materials, colors and other specifications shall be as provided in the Architectural Guidelines and otherwise approved by the Reviewer.

Section 10. Signs. No sign of any kind or character shall be placed or erected on any portion of any Lot, or displayed to the public on any portion of any Lot, without the prior written consent of the Reviewer, except for customary name and address signs, one customary "for sale" or "for rent" sign advertising a Lot for sale or rent, as applicable, and any sign required by Legal Requirements, and allowable signs shall conform to applicable requirements in the Architectural Guidelines or as imposed by the Reviewer. The sign restrictions herein stated include signs within a building located on any Lot in a location from which the same shall be visible from outside the Lot and signs in or upon any motor vehicle in the Property. Notwithstanding the foregoing, Builders, for so long as they own any Lot(s) or have the right to purchase the same from Declarant, shall be allowed to erect customary and typical Builder sales, identification, model and marketing signs, flags and banners, on Lots they own or on the Common Area.

Section 11. Stoops, Driveways, Decks, Porches, Side Porches, Patio Areas and Storage Sheds. Grills, patio furniture and potted plants may be permitted on Patio Areas and Decks, subject to local ordinances and any rules promulgated by the Association with respect thereto; provided such grills, patio furniture or potted plants are not visible outside the Lot, and any grills, patio furniture or potted plants which are visible outside the Lot must receive the prior approval of the ACC. In addition, any items placed on Stoops, Porches, Side Porches and Driveways must comply with any rules promulgated by the

Association with respect thereto. Detached storage buildings, sheds or animal pens are prohibited.

Section 12. Swimming Pools. No swimming pool shall be constructed, erected or maintained on any Lot without prior approval of the ACC. In no event shall above ground swimming pools be allowed on any Lot. No spa, Jacuzzi or whirlpool tub shall be constructed, erected or maintained on any Lot without prior approval of the ACC.

Section 13. Flags. Flags may not be flown on any Lot except as expressly provided in this Declaration or as approved by the Board in its sole discretion from time to time.

Section 14. Trash Containers and Collection. No garbage or trash shall be placed or kept on the Property except in screened, enclosed, or covered containers of a type, size and style which are approved by the Board of Directors or as required by Legal Requirements, and subject to rules promulgated by the Association. No person shall burn rubbish, garbage or any other form of solid waste on any Lot or on Common Areas or within the right of way of any street in the Property.

Section 15. Trees. No healthy living trees having a diameter of six (6) inches or more measured from a point two (2) feet above the ground, and no flowering tree, shrub, evergreen, or natural ground cover, shall be removed from any Improved Lot, unless such removal is approved by the ACC.

Section 16. Vehicles and Parking. The term "vehicles" as used in this section shall include without limitation automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles. No vehicle may be left upon any portion of the Property except upon a driveway, a designated parking space or within a garage. No Person shall park any commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles or unlicensed or inoperable vehicles within the Property, with the exception of (a) emergency vehicle repairs, commercial vehicles, construction vehicles or delivery vehicles which are temporarily parked for the purpose of servicing a Lot or the Property and (b) commercial vehicles owned, leased or used by an Owner in connection with their employment or business. Only two-axle automobiles and two-axle trucks may be parked on driveways.

All Owner and occupant vehicles must be kept and stored when not in use within the Lot's garage space or driveway. The Association may promulgate rules regarding parking in the Property.

This Section 16 shall not apply to Declarant and Builders as they develop/construct on their respective Lots.

Section 17. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Lot, nor shall any air-conditioner be installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

Section 18. Window Treatments. No bed sheets, towels, newspaper, tin foil or similar materials may be used as window treatments.

Section 19. No Subdivision of Lots. Except as set forth in Section 12 of Article VII as to Builders, and except that Declarant may subdivide its Lots, no Lot may be further subdivided into any smaller Lot.

Section 20. Interpretation. In all cases, the covenants and restrictions herein contained shall be construed and interpreted in a manner which, in the opinion of the Board of Directors, will best affect the intent of the general Development Plan and maintenance herein set forth.

Section 21. Wetlands. Portions of the Property may have been determined to meet Legal Requirements for designation as a regulatory wetland. Notwithstanding anything to the contrary that may appear herein or in any other restrictive covenants applicable to such portions of the Properties, and whether or not the Approved Plans for any improvements on the portion of the Properties on which such wetlands are located are in compliance with applicable wetlands rules, any subsequent fill or alteration of any portion of the Property that has been determined to be a regulatory wetland under Legal Requirements shall conform to the requirements thereof in force at the time of the proposed alteration. The intent of this Section is to prevent additional wetland fill or alteration except as allowed under Legal Requirements, so the Owner of any such portion of the Property should not assume that any application for fill or alteration of a wetland will be approved. The Owner of any portion of the Property subject to any such future application shall report the name of the subdivision, together with the name of the particular phase, section or subdivision within the Property, if any, in any application pertaining to wetland rules. The provisions of this Section are intended to ensure continued compliance with wetland rules under Legal Requirements and this Section may be enforced by the United States, State of North Carolina or any other governmental entity having jurisdiction over the subject wetlands.

Without limitation, Owners of all portions of the Property subject to any regulatory buffer requirements (for example any buffer requirements that apply along the Intracoastal Waterway, if any) shall at all times comply with same, whether or not the Approved Plans for any improvements comply therewith.

Section 22. Hunting; Discharge of Firearms. Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows and/or other weapons within the Properties is prohibited, unless required for safety or personal protection reasons.

Section 23. Leases. Each Dwelling shall be used for rental occupancy or for permanent residential occupancy by an Owner. Leasing or rental activity in connection with a Dwelling shall not be considered a commercial use. Dwellings/Lots may be made available to the public for rental when not occupied by the Owner thereof or individuals designated by such Owner. Owners and lessees must comply with all of the provisions of this Declaration and the Rules and Regulation from time-to-time promulgated by the Association. Leasing of Dwellings/Lots shall not be subject to approval of the Association and/or any other limitation, other than as expressly provided in the Declaration, including in **Exhibit B-1** of this Declaration (Specific Leasing Provisions). Any and all lease or rental agreements between an Owner and a lessee of such of such Owner shall be in writing and must (i) be for residential purposes and (ii) be for not less than the entire Lot and Dwelling and (iii) provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and other Governing Documents (provided, however, this Declaration and other Governing Documents shall apply to all such leases, whether or not so stated therein). Lessees shall comply with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits attached to the Declaration) and with any and all Rules and Regulations adopted and/or amended by the Association from time to time. A violation of any of the terms of any of the foregoing documents shall constitute a material breach of the lease and shall constitute grounds for damages, termination and eviction. The Owner will be jointly and severally liable with the lessee to the Association for any amount which is required by the Association to repair any damage to the Common Areas (including Recreational Amenities) resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special individual assessment may be levied against the Dwelling and applicable Lot therefor. All tenancies are hereby made subordinate to any lien filed by the Association whether prior or subsequent to such lease. During the time a Dwelling and Lot is leased or occupied by others, the Owner(s) shall not have the right to use the Common Areas including the Recreational Amenities, except as a guest of another Owner or the lessee. Every Owner, by acceptance of a deed for any Lot in the Community, acknowledges and agrees that the Lots and Dwellings may be leased as contemplated herein, including for the short term

as provided herein including on Exhibit B-1, and including as further regulated under the Rules and Regulations if applicable.

Section 24. Groundwater Restriction. Groundwater may not be used for irrigation or otherwise on any Lot for any purpose. Notwithstanding the foregoing, the Association shall have the right but not the obligation to use groundwater for irrigation of Common Area in the Community, so long as the groundwater supply well location is located a distance greater than five hundred (500) feet from the any property registered with the North Carolina Brownfield Program and provided further the groundwater supply well is installed in a deep confined aquifer system.

Section 25. Rules and Regulations. As part of the general plan of development for the Properties, the Governing Documents establish a framework of affirmative and negative covenants, easements, and restrictions. Within that framework, the Declarant, Board, and Members need the ability and flexibility to supplement this Declaration with additional Rules and Regulations and to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology. This section does not apply to Board policies relating to use and operation of the Common Elements adopted by the Board unless the Board in its discretion chooses to submit to such procedures. This section does not apply to administrative policies which the Board adopts to interpret, define or implement the Rules and Regulations or other Governing Documents, nor does it apply to Architectural Guidelines.

All Owners and other Occupants of all portions of the Properties and their guests and invitees shall abide by the Rules and Regulations. Compliance with the Rules and Regulations may be enforced in the same manner and to the same extent that this Declaration provides for enforcement of this Declaration, and any Person determined by judicial action to have violated the Rules and Regulations shall be liable to the Declarant or Association or other applicable Person for all damages and fines, including all costs incurred in seeking and enforcing applicable legal remedies, including reasonable attorneys' fees.

Subject to the terms of this section and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt, amend, modify, cancel, repeal, limit, create exceptions to, add to, or expand the Rules and Regulations. The Board shall give notice to each Owner concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Owners shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. During the Development Period, no action taken by the Board pursuant to this subsection shall be effective unless approved in writing by the Declarant, and for so long as a Builder owns any Lot or has the right to purchase a Lot from Declarant, no such action shall be effective without the written approval of the Builder.

Prior to any such action taken by the Board becoming effective, the Board shall give notice of the new rule or explanation of any changes to the Rules and Regulations to each Owner, which notice shall state the effective date of the action, which shall be not less than thirty (30) days following the date on which the action is taken by the Board. The Association shall provide to any requesting Owner (but not to more than one Owner of a Lot), without cost, one copy of the Rules and Regulations then in effect, together with the action taken by the Board. Additional copies may be provided by the Association upon payment of a reasonable charge as established by the Board. The action taken by the Board shall become effective on the later of the 31st day after the action is taken by the Board or such later effective date specified in the notice, unless, prior to the effective date, Members representing more than 50% of the total number of votes in the Association disapprove such action at a meeting or in writing to the Board. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt, prior to the effective date of the action taken by the Board, of a petition of the Members as required by the Governing Documents for special meetings of the Association or a written request from the

Declarant. Upon such petition of the Members or written request from the Declarant prior to the effective date of any Board action under this Section, the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

Alternatively, when they have a right to vote under this Declaration, Class A Members representing more than 50% of the total number of votes in the Association, at an Association meeting called for such purpose, may vote to adopt rules that modify, cancel, limit, create exceptions to, add to, or expand the Rules and Regulations then in effect. Provided, however, during the Development Period no such action shall be effective without the written approval of the Declarant, and for so long as a Builder owns any Lot or has the right to purchase a Lot from Declarant, no such action shall be effective without the written approval of the Builder. Upon such action being taken by the Class A Members, the Board shall notify each Owner of the new rule or explanation of any changes to the Rules and Regulations, and the action taken by the Members shall become effective on the later of the 31st day after the action is taken by the Members or such later effective date specified in the notice.

No action taken by the Board or Class A Members under this Article shall have the effect of modifying, amending, repealing, limiting, or expanding the Architectural Guidelines or any provision of this Declaration or other Governing Documents. During the Development Period, no such action shall be effective unless approved in writing by the Declarant, and for so long as a Builder owns any Lot or has the right to purchase a Lot from Declarant, no such action shall be effective without the written approval of the Builder. In the event of a conflict between the Architectural Guidelines and the Rules and Regulations, the Architectural Guidelines shall control.

Notwithstanding the foregoing procedures for amending the Rules and Regulations, and notwithstanding anything to the contrary elsewhere in this Article or this Declaration, during the Development Period the Declarant, in its sole discretion and without any prior notice to any Person, may adopt, amend, modify, cancel, limit, create exceptions to, add to, or expand the Rules and Regulations, including Board Policies; provided, however, that if Declarant is to do so, Declarant must obtain the written consent of any Builder that owns any Lot or has the right to purchase a Lot from Declarant. Prior to any action taken by the Declarant under becoming effective, the Declarant, or the Board at the direction of the Declarant, shall give notice of the new rule or explanation of any changes to the Rules and Regulations to each Owner (notice sent to any one Owner of a Lot being sufficient notice), which notice shall state action taken and the effective date of the action, which date may be any time on or after the date on which the action is taken by Declarant.

All Owners are given notice that use of their Lots and Dwellings is subject to the Rules and Regulations as modified from time to time. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of such Owner’s Lot and Dwelling can be affected by this provision and that the Rules and Regulations may change from time to time. All Owners hereby are notified that, as provided for herein, the Declarant or the Board or the Members may adopt Rules and Regulations or changes to any Rules and Regulations in effect at any particular time.

Except as may be set forth in the Governing Documents, all Rules and Regulations shall comply with the following provisions (and no Rule or Regulation may contradict an express provision in this Declaration):

- (a) Similarly situated Owners shall be treated similarly, the determination of which Owners are similarly situated being in the reasonable judgment of the Declarant or Board, as applicable (it being acknowledged and agreed that different types of Dwellings are subject to different levels of costs, service and regulation)

(b) The rights of Owners to display religious and holiday signs (the word “sign” or “display” as used in this Declaration includes signs, banners, flags (including a flag of the United States of America, a United States flag, a North Carolina flag, or other flag), symbols, decorations, and other displays) inside Dwellings shall not be abridged, except that there may be rules regulating the number, size, time, and place and manner of posting or displaying such signs that are located outside of or are visible from outside of the Dwelling, including regulation or specification of design criteria (for example, color, style, materials). No rules shall regulate the content of political signs; however, rules may regulate the number, size, time, place and manner, and length of time, of posting or displaying, such political signs that are located outside of or are visible from outside of the Dwelling, including regulation or specification of design criteria (for example, color, style, materials). Signs required by Legal Requirements to be posted or displayed, and signs prohibited by Legal Requirements from being excluded or prohibited shall be allowed (for example, a street number sign for a Dwelling required by a Governmental Authority). However, to the extent that it would not violate the Legal Requirement, rules may regulate the number, size, time, and place and manner of posting or displaying, such signs, including regulation or specification of design criteria (for example, color, style, materials).

(c) No rule shall alter the allocation of financial burdens among the various portions of the Properties or rights to use the Common Elements to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Elements available, from adopting generally applicable rules for use of Common Elements, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Elements, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided herein.

(d) No rule shall prohibit leasing that is consistent with the terms and provisions on Exhibit B-1 or the creation of a leasing program for similarly consistent leasing, or the transfer of any Dwelling, and no rule shall require consent of the Association or Board for leasing or transfer of any Dwelling; provided, however, rules may require such other rules with respect to leases as are reasonably adopted by the Declarant or the Board.

(e) No rule shall require an Owner to dispose of personal property that was in a Dwelling or on a Lot prior to the adoption of such rule if such personal property was in compliance with all rules and Legal Requirements previously in force. This exemption shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who become Owners after adoption of the rule.

(f) Without the written consent of Declarant, no rule or action by the Board or Members shall restrict, impair, prohibit, exclude, impede, interfere with, or in any way adversely affect any Special Declarant Right or other right of Declarant.

The limitations in subsections (a) through (f) of this Section shall only limit the rule making authority exercised under this Section; they shall not apply to other Sections and provisions of this Declaration.

Section 26. Exclusion for Declarant. Notwithstanding any other provision of this Declaration or any other Governing Documents, Declarant, during the Development Period (and thereafter, the Board) has the right, permanently or temporarily (as determined in the discretion of Declarant or the Board, as applicable) to waive any one or more of the provisions of this Article with respect to construction or maintenance of any improvements in the Properties, except that there shall be no waivers with respect to soil erosion controls and Legal Requirements. Any such waiver granted by the Declarant to a Builder or other Person during the Development Period shall be binding on the Board after the Development Period

has ended.

**ARTICLE IX
GENERAL MAINTENANCE
(Townhomes being separately and specifically addressed in Article XIV)**

Section 1. Association's General Maintenance Responsibility. The Association shall keep in good condition, order and repair the Common Area, including but not limited to the private streets, drives and alleyways as shown on the Plats, sidewalks and rights of way, curbing, detention/retention ponds, bulkheads, all entry features and entry landscaping, whether or not such features and landscaping are on a Lot, privately owned property or in the right of way and all street signage and street lights, and any other or any Common Areas and Limited Common Areas. The Association may be relieved of all or any portion of its maintenance responsibilities to the extent that such responsibility is assumed and carried out by any local, state or federal government or quasi-governmental entity accepting responsibility for such maintenance. In the event of any such assumption, assignment or dedication, however, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is desirable or necessary to maintain the Community Wide Standards. In the event that the Association determines that any maintenance which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or the occupant, family member, guest, invitee or lessee of an Owner, then the Association may perform such maintenance and all costs thereof may be assessed against the Owner as a specific assessment.

The Board of Directors, in its sole discretion, may leave portions of the Common Area as undisturbed natural areas and may change the landscaping on the Common Area at any time and from time to time, including the adding or modifying of landscaping improvements, such as the planting of seasonal flowers. Any common irrigation system installed by the Declarant or the Association for the use by the Association shall be operated, maintained, repaired and replaced by the Association.

If and to the extent the following portions of the Common Area are not maintained adequately (in the opinion of the Board) by a governmental entity, the Association shall also maintain the following Common Area (whether or not constituting Common Areas), including: (a) entry features to the Property; (b) streets, parking areas and sidewalks; (c) perimeter fencing; and (d) landscaping within public street rights-of-way abutting the Property; (e) Stormwater Control Measures; and (f) Recreational Amenities. Additionally, the Association has the right, but not the obligation, to maintain the front, rear and side yards of Lots and to provide for trash and debris removal.

In the event that the Association determines that any maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the occupant, family member, guest, invitee or lessee of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof not paid for by insurance shall be assessed against the Owner as a specific assessment.

Section 2. General Owner Responsibility. Except where the Association has the express obligation to do so under this Article IX or under Article XIV (Townhomes), each Owner shall maintain and keep in good repair all landscaping and yard maintenance not otherwise the responsibility of the Association, as well as all other exterior portions of the Lot, including windows, exterior lighting, painting, roofing, stoops, patios, porches, decks and all structures, driveways, parking areas, and any other improvements comprising the Lot in a manner consistent with the Community Wide Standards and all Governing Documents. Owners shall keep their Lot free from all litter, trash and refuse. In the event the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner

is responsible, the Association shall, except in emergency situations, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions herein, the Association may provide such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner as a specific assessment. In an emergency situation, the Association may perform the necessary maintenance, repair or replacement without any prior notice to the Owner responsible for such maintenance, repair or replacement, and such Owner shall be liable for the costs thereof.

Section 4. Individual Insurance. Except where the Association has the express obligation to insure under Article XIV (Townhomes), each Owner, by virtue of taking title to a Lot subject to this Declaration, acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner will carry at all times all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

**ARTICLE X
MORTGAGEE PROVISIONS**

Section 1. Notice of Action. An institutional holder, insurer, or guarantor of a mortgage or deed of trust encumbering a Lot or Lots, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number as shown on the applicable Plat, and the street address of the Lot, therefore becoming an "eligible holder"), will be entitled to timely written notice of (a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a mortgage or deed of trust held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a mortgage or deed of trust, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days, and any lapse, cancellation, or material modification of any insurance policy on such encumbered Lot maintained by the Association.

Section 2. Audit. Upon written request of any institutional holder of a First Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements of the Association within 120 days of the date of the request.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives any Owner or other party priority over any rights of a Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of the Common Areas.

Section 4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of

the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 5. Mortgagees Not Obligated to Collect Assessments. No Mortgagee shall have any obligation to collect any assessment under the Declaration.

**ARTICLE XI
AMENDMENT**

Section 1. Amendment by Declarant. In addition to specific amendment rights, if any, granted or reserved elsewhere in the Declaration, during the Development Period, Declarant may unilaterally, and in its sole discretion, without the joinder or approval of the Association, any Member, or any other Person and without the necessity of a meeting of the Association, amend the Declaration for any purpose, and may record any such amendment or may record an amended and restated version of the Declaration that incorporates any such amendment. Amendments to the Declaration contemplated herein shall include but are not limited to satisfying the requirements of FHA, VA, FNMA, FHLMC, OILSR or other governmental agency, Secondary Mortgage Market Agency or Institutional Lender, establishing or maintaining the tax exempt status of the Association under the laws of the United States or the State of North Carolina, or amending the Declaration as may be necessary to prevent it from being declared invalid under any Legal Requirement or by any court of competent jurisdiction, or to add or delete provisions to or from the Declaration as may be necessary to prevent it from being declared invalid under any Legal Requirement or by any court of competent jurisdiction. Any amendment to the Declaration adopted by the Declarant shall be effective upon the later of the effective date contained therein or the date of its recording in the Registry.

Section 2. Amendment by the Members. Unless amended as allowed under Section 1 of this Article, the Declaration may be amended only as follows:

(a) Unless a higher percentage or different voting requirement is specified herein or by Legal Requirements, the Declaration may be amended only by (i) the written agreement or consent of those Members, or the affirmative vote at a meeting of the Association of those Members, who hold sixty-seven percent (67%) or more of the total number of votes in the Association, and (ii) during the Development Period, with the written consent of Declarant.

(b) Written notice of an annual or special meeting of the Association at which any proposed amendment to the Declaration is to be voted on, together with at least a summary description of the proposed amendment, shall be given to all Members not less than ten (10) days and not more than sixty (60) days in advance of the date of such meeting.

(c) When any amendment to the Declaration is approved by Members of the Association (and Declarant, when applicable) as provided in this Section, the appropriate officers of the Association (and Declarant, when applicable) shall execute in the same manner as a deed and record in the Registry, a document setting forth the following: the amendment; the effective date of the amendment (if no effective date is stated the amendment shall be effective upon the recording of same in the Registry); and if applicable, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at such meeting, the total number of votes present at such meeting, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment and the total number of votes cast against the amendment. The document shall be recorded in the Registry within thirty (30) days following the date of the meeting at which the amendment was adopted or the written agreement for the amendment is completed. Provided, however, and notwithstanding the foregoing or anything to the

contrary appearing herein, no amendment to the Declaration duly adopted by the Members of the Association shall be void or invalid solely because the document describing the amendment is not recorded in the Registry within said thirty (30) day period, and any such duly adopted amendment to the Declaration recorded following the end of said thirty (30) day period shall become effective on the later of the effective date specified therein, if any, or on the date it is recorded in the Registry.

(d) Amendment of Subdivision Declarations and Supplemental Declarations shall be governed by the provisions for amendment contained therein, if any; otherwise, the provisions regarding amendment of the Declaration shall apply to amendment of those documents.

Section 3. Consent of Mortgagees. No consent of any Mortgagee to any amendment of the Declaration is required unless (i) the amendment adversely affects the rights of Mortgagees under the Declaration, or (ii) a Legal Requirement requires the consent of Mortgagees or a percentage of Mortgagees, or (iii) the mortgage held by such Mortgagee specifically requires the Mortgagee's consent with respect to the portion of the Property subject to the mortgage, and if either (ii) or (iii) is applicable, the Mortgagee has notified the Association of its rights regarding consent to amendments in the same manner required for an Mortgagee to notify the Association in the Article of the Declaration dealing with Mortgagee Provisions. If the amendment is adopted by the required percentage of Members exclusive of the Member or Members who own portions of the Property for which consent of a Mortgagee is required under this Section, then the amendment is valid whether or not the necessary Mortgagees have consented to the amendment.

Section 4. Prohibited Effects of Amendment. Notwithstanding the provisions of Sections 1, 2 and 3 of this Article allowing amendments to the Declaration, no amendment to the Declaration, whether adopted by the Declarant, by the Association, or by the Members or any applicable group of Members of the Association, shall do or result in any of the following:

(a) without the written consent of Declarant, diminish, impair, or in any way affect the rights of Declarant, including Declarant's rights to develop any part or all of the Property in accordance with a Subdivision Plan;

(b) without the written consent of Declarant, impose additional obligations upon Declarant;

(c) diminish or impair the express rights of Mortgagees under the Declaration without the prior written approval of a majority of the Mortgagees who have requested the exercise of such rights as provided herein;

(d) terminate or revise any easement established by the Declaration, without the written consent of the Person benefitted by the easement or by the Owner of the portion of the Properties benefitted (and/or, with respect to a revision, burdened) by the easement, whichever is applicable;

(e) without the consent of the City, terminate, reduce, amend, revise, or alter any obligation of the Association or the Members of the Association under the Code or under any Stormwater Agreement, encroachment agreement, or other agreement entered into with the City by the Association or, as allowed by the Declaration, by the Declarant on behalf of the Association;

(f) alter, remove, or attempt to alter or remove any other applicable Legal Requirement.

**ARTICLE XII
DURATION OF DECLARATION; DISSOLUTION OF ASSOCIATION**

Section 1. Duration. Unless sooner terminated as required by Legal Requirements, the Declaration shall run with and bind the Property and each Owner, and shall inure to the benefit of the Association, and each other Owner of any portion of the Property, and their respective heirs, successors, and assigns, from and after the recording of the Declaration in the Registry until such time as it is terminated by a written termination agreement, executed or ratified in the same manner as a deed, by those Members who hold eighty percent (80%) or more of the total number of votes in the Association, and also with the written consent of Declarant during the Development Period. Execution or ratification by any one of multiple Owners of a Lot is sufficient for that Lot unless, prior to the time the termination agreement is recorded in the Registry, any other Owner of that Lot files with the Association a written objection to the termination of the Declaration (in which event the vote allocated to that Lot shall be considered as not having been exercised). The termination agreement shall specify a date after which it will be void unless it is recorded in the Registry before that date. The termination agreement may not be recorded in the Registry unless and until the requisite number of signatures have been obtained as provided herein, and it shall be effective only upon recording. If, pursuant to the termination agreement, any real estate in the Property is to be sold following termination of the Declaration, the minimum terms of the sale shall be set forth therein.

Section 2. Dissolution of the Association. The Association shall be dissolved upon the termination of the Declaration. Provided, however, until any sale of the Common Property authorized by the termination agreement or approved by the Owners in the same manner as required for approval of the termination agreement is completed and the sale proceeds distributed, the Association shall continue in existence with all of the powers it had before termination. The Association, on behalf of the Owners, may contract for the sale of the Common Property, but the contract is not binding unless such sale has been authorized in the termination agreement or it has been approved by the Owners in the same manner as required for approval of the termination agreement. Proceeds of the sale of Common Property shall be distributed to the Owners and lienholders as their interests may appear, as provided in the termination agreement or other agreement approved by the Owners in the same manner as required for approval of the termination agreement. If the Common Property is not to be sold following termination of the Declaration, title to the Common Property vests in the Owners upon termination, as tenants in common in proportion to their respective interests as provided in the termination agreement.

Upon dissolution of the Association or upon loss of ownership of all of the Common Property by the Association for any reason whatsoever (except for exchange or dedication or conveyance of any part or all of the Common Property as allowed by the Declaration, or by reason of merger and/or consolidation with any other association as allowed by the Declaration), except as otherwise provided in the termination agreement, other agreement approved by the Owners in the same manner as required for approval of the termination agreement, or Legal Requirements (in particular, Section 47F-2-118 of the Act, or any successor Section of the Act), any portion of the Common Property not under the jurisdiction of and being maintained by another association substantially similar to the Association, together with all other assets of the Association, first shall be offered to the Town of Beaufort (or, if the Town of Beaufort refuses such offer, then to some other appropriate Governmental Entity or public agency as determined by the Board) to be dedicated for public use for purposes similar to those to which the Common Property and such assets were required to be devoted by the Association. If the Town of Beaufort or such other appropriate Governmental Entity or public agency accepts the offer of dedication, such portion of the Common Property and assets shall be conveyed by the Association to the Town of Beaufort or such other appropriate Governmental Entity or public agency, subject to the superior right of an Owner to an easement (if necessary) for reasonable ingress and egress to and from such Owners Lot and the public or private street(s) on which that Lot is located, subject to all other applicable rights of way and easements, and subject to ad valorem property taxes subsequent to the date of such conveyance.

If the Town of Beaufort or such other appropriate Governmental Entity or public agency refuses

the offer of dedication and conveyance, the Association may transfer and convey such Common Property and assets to any nonprofit corporation, association, trust or other entity which is or shall be devoted to purposes and uses that would most nearly conform to the purposes and uses to which the Common Property was required to be devoted by the Declaration, such transfer and conveyance to be made subject to the rights of Owners and the other matters set forth in the immediately preceding paragraph of this Section. If there is no nonprofit corporation, association, trust or other entity who will accept such transfer and conveyance of the Common Property and assets of the Association, then such Common Property and assets shall be distributed as provided in the plan of termination/dissolution adopted by the Association.

**ARTICLE XIII
DISCLOSURES AND WAIVERS**

The following are in addition to any other disclosures and waivers in the Declaration.

Section 1. Construction Activities. All Owners and other Persons who use the Property hereby are placed on notice that Declarant, Builders and/or their respective agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, may, from time to time, conduct blasting, excavation, construction, and other activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or the Property generally, such Owners and such other Persons acknowledge, stipulate, and agree: (i) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (ii) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (iii) that Declarant, Builders and their respective agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shareholders, directors, officers, partners, members, managers, agents and employees shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (iv) that any purchase or use of any portion of the Property has been and will be made with full knowledge of the foregoing; and (v) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease, and/or allow the use of the Property.

Section 2. Conveyance of Common Property. Declarant may convey or transfer all Common Property, including all improvements thereon, to the Association in an "AS IS, WHERE IS" condition. Declarant hereby disclaims and makes no representations, warranties or other agreements, express or implied, by law or fact, with respect to the Common Property and improvements thereon, including, without limitation, representations or warranties of merchantability regarding the condition, construction, accuracy, completeness, design, adequacy of size or capacity thereof in relation to the utilization, date of completion, or the future economic performance or operations of, or the materials, furniture, or equipment used therein. Neither the Association nor any Owner or any other Person shall make any claim against Declarant, its successors and assigns, relating to the condition, operation, use, accuracy or completeness of the Common Property, or for incidental or consequential damages arising therefrom.

Declarant shall transfer and assign to the Association, without recourse, all warranties received from manufacturers and suppliers relating to any of the Common Property or improvements thereon, or relating to any personal property transferred by Declarant to the Association, which exist at the time of transfer and are assignable, but Declarant's failure to do so shall not constitute any grounds for any claim, cause of action or other legal recourse against Declarant for failing to do so, other than to compel Declarant to transfer or assign same.

Section 3. Liability for Association Operations. The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant, its successors and assigns, and its shareholders, directors, officers, partners, members, managers, agents and employees from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs at all tribunal levels and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended, and held harmless pursuant hereto), which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance, and operation of Common Property and the collection of assessments.

Section 4. Public Facilities and Services. Certain facilities and areas within and adjoining the Properties may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenways, trails and paths, parks, and other locations conducive to gathering and interaction, roads, sidewalks, and medians. In addition to any such facilities and areas that are open for use and enjoyment of the public pursuant to Legal Requirements, Declarant may designate facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Common Property or the Board may so designate at any time thereafter.

Section 5. Safety and Security. Each Owner and occupant of a Dwelling, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security which each Person provides for himself or herself or itself and his or her or its property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Property, cannot be compromised or circumvented, not that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing such Owner's tenants and all occupants of its Dwelling that the Association, its Board and committees, and Declarant are not insurers or guarantors of security or safety and that each Person within Property assumes all risks of personal injury and loss or damage to property, including Dwellings and the contents of Dwellings, resulting from acts of third parties.

Section 6. View Impairment. None of Declarant, any Builder or the Association guarantee or represent that any view from, over, or across any portion of the Property will be preserved without impairment. None of Declarant, any Builder or the Association shall be obligated to relocate, prune, or thin trees or other landscaping except as otherwise required under a separate covenant or agreement, if any. The Association (with respect to the Common Property) has the right to add or remove trees and other landscaping to and from the Common Property, subject to Legal Requirements. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 7. Water Management. Each Owner and any other Person who uses any portion of the Property acknowledges and agrees that any or all bodies of water (including lakes, ponds, creeks, streams, and wetlands in the Property), together with any dams or other facilities or devices that contain, control, or direct such waters, may be designed as water management areas (including designation as Stormwater Measures) and not designed solely as aesthetic features, and that, with respect to those that are water management areas, due to fluctuations in ground water elevations within the immediate area and/or the receipt or discharge of stormwater, the water level of such lakes, ponds, and wetlands may rise and fall.

Each Owner and other such Person further acknowledges and agrees that Declarant has no control over such elevations. Therefore, each Owner and other such Person releases and discharges Declarant, and its successors, assigns, contractors, subcontractors, shareholders, directors, officers, partners, members, managers, agents and employees from and against any and all losses, claims, demands, damages, costs, and expenses of whatever nature or kind, including reasonable attorneys' fees and costs at all tribunal levels, related to or arising out of any claim relating to such fluctuations in water elevations.

Declarant reserves for itself, the Association, and their successors, assigns, and designees, the perpetual, non-exclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the adjoining the Property to do any or all of the following: (i) install, operate, maintain, and replace pumps to supply irrigation water to the Common Areas; (ii) construct, maintain, and repair structures and equipment used for retaining water; and (iii) maintain such areas in a manner consistent with the Community Wide Standard.

Declarant further reserves for itself, the Association, and their successors, assigns, and designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Area and Lots (but not the Dwellings thereon) adjacent to or within 50 feet of bodies of water within or adjoining the Property, in order to do any or all of the following: (i) temporarily flood and back water upon and maintain water over such portions of the Property; (ii) alter in any manner and generally maintain the bodies of water within and adjoining the Property; and (iii) maintain and landscape the slopes and banks pertaining to such areas. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage to a Lot resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

Owners and other Persons who use any portions of the Properties shall not alter, modify, expand, or fill any lakes, ponds, or wetlands located in the Property without the prior written approval of the local permitting authority, the City, the Association, the Declarant, the U.S. Army Corps of Engineers (to the extent it has authority), and such other governmental entities as may have relevant jurisdiction over such matters.

**ARTICLE XIV
TOWNHOMES**

In order to provide for the typical level of Association services for Townhomes in the Community in accordance with the Community Wide Standards and in recognition of the dependent nature of Townhome construction and day-to-day living, the terms, provisions and restrictions in this Article XIV apply to all Townhomes in the Community, in addition to (and without limiting) all other terms, provision and restrictions in this Declaration.

Section 1. Association Maintenance. The Association shall provide exterior building maintenance for the Townhomes and Townhome Buildings as follows: paint, stain, repair, replace and maintain of the exterior surfaces of Townhomes and the Townhome Buildings, including the painting of entry doors and the repair of siding (but excluding repair and replacement of entry doors and garage doors and their appurtenant hardware, excluding the repair of wall sheathing, and further excluding all exterior glass including windows and patio doors); repair, replace, and maintain roof shingles (but excluding maintenance, repair and replacement of other portions of the roof); repair and replace gutters and downspouts. Furthermore, and notwithstanding any other terms and provisions in this Declaration, including in Article IX, the Association shall likewise maintain all yards, lawn areas and grassy areas, and landscaped features and areas (including but not limited to plants, flowers, trees and bushes) located on the Townhome Lots and the same within all adjacent Common Areas and without limitation within the

street rights of way. The required maintenance shall include grass mowing, removal of weeds and grass clippings, fertilization and aeration, all to be performed in manner and frequency as determined by the Board of Directors. The cost of providing the repair and maintenance work described above, as well as reserves for the same, shall be assessed against the Townhome Lots as part of the Common Expenses under this Declaration. Owners, and not the Association, shall be responsible for watering their own lawns and landscaping on their Townhome Lots, and are subject to special individual assessment for failure to do so and for any resulting replacement costs incurred as a result of such failure.

Section 2. Owners to Obtain Townhome Casualty Insurance. Notwithstanding any terms and provisions in the Declaration and in any event in addition to the same, the following shall apply:

(a) Each Owner of a Townhome shall obtain and maintain a casualty insurance policy or policies on its Townhome for the benefit of the Owner, the Association and any Mortgagee(s) of such Townhome, as their interests may appear, and provisions shall be made for the issuance of certificates or Mortgagee endorsements to the Association upon request therefor by the Association. Each Townhome shall be insured in an amount equal to one hundred percent (100%) of its insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. In the event Owner fails to obtain and maintain insurance on its Townhome in accordance with this this Article XIV, the Board may obtain such insurance on behalf of such Owner and levy a special assessment against the Owner as provided in subparagraph (c) below.

(b) The insurance coverage required by this Article XIV shall provide protection against:

(i) Loss or damage by fire and other hazards, including extended overage, vandalism and malicious mischief, and

(ii) such other risks as from time to time shall be reasonably required by the Association.

(c) Premiums for all insurance policies purchased by the Association under this Declaration for a Townhome shall be assessed against the Townhome as a specific assessment. Deductibles shall likewise be paid as a specific assessment.

(d) All insurance policies purchased by the Owner of a Townhome shall be for the benefit of the Owner and their Mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee hereunder. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws (if any) and for the benefit of the Owners and their Mortgagees in the following shares:

(i) If the insured casualty shall occur resulting in damage to a Townhome and Townhome Building, proceeds from insurance shall be held in undivided shares for the affected Owners of each Townhome in proportion to the cost of repairing the damage insured against in said policy.

(ii) In the event a mortgagee endorsement has been issued for a Townhome, the share payable towards the improvements to such Townhome shall be held in trust for the mortgagee as their interests may appear.

(e) Proceeds of insurance policies for the benefit of Owners that are received by the Association as insurance trustee shall be distributed in the following manner: First, to all expenses of the insurance trustee shall be paid or provision made thereof; next to defray the cost of the covered

repairs/improvements; and finally, if applicable, any proceeds remaining after defraying such costs shall be held in undivided shares for the affected Owners in proportion to the costs of repairing the damage or injuries suffered by each Owner, the cost of which shall be determined by the Association. If the insurance proceeds received by the Association (along with any reserves on hand) are insufficient to cover the cost of repair/replacements/damage to person and/or property, the Owner shall pay such additional cost. In the event Owner fails to pay such additional cost, the Board may levy a special assessment against the Owner affected to cover the deficiency, and in any event, the Owner shall pay their respective shortfall all so that the restoration/repairs may be completed.

(f) Notwithstanding anything to the contrary herein, the Association may in its sole discretion obtain and maintain a casualty insurance policy or policies on any Townhome Building for the benefit of the Owners and any Mortgagee(s) of such Townhome Building, as their interests may appear. In the event the Association obtains such insurance, it may levy a specific assessment against the Townhomes benefitted by such insurance.

Section 3. Certificates of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, Mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

Section 4. Restoration After Casualty.

(a) The plans and specifications for any restoration shall be prepared by an architect licensed in the State of North Carolina. All plans and specifications required in connection with any restoration shall be subject to review and approval by the Architectural Control Committee and otherwise as required by this Declaration. Unless the Association and a majority of the voting interests of the Owners of the damaged Townhomes shall otherwise agree, plans and specifications for any restoration shall be consistent with the then existing building plans.

(b) If an Owner fails to cause the removal of debris and restoration of Improvements to be timely accomplished to comply with this Declaration, the Association shall provide written notice of such deficiency to such Owner. If the problem has not been remedied within a reasonable time (as determined by the Board of Directors), the Association shall have authority to cause such restoration to be performed, and any expenses incurred by the Association in connection therewith shall be charged to such Owner and shall be a special individual assessment against such Owner’s Lot.

(c) The rights granted to the Association in this Article in the event of any loss, damage or destruction of a Townhome constitute reasonable protections of property values and aesthetic appearance of the Townhomes, and each Owner agrees to comply with such terms, conditions and procedures as Association may impose.

(d) “Restoration Costs” means the cost of repairing, replacing, restoring or reconstructing all loss, damage or destruction to the applicable portion of the Lot and Townhome (including the deductible under any applicable insurance policies) or any part thereof, including all costs of adjusting the loss; inspections, investigations and reports as to the damage; permit and inspection fees, architectural and engineering fees; demolition, removal and disposal fees; costs of securing and protecting the portions of the Lot and Townhome to be restored; accounting fees and costs; and attorneys’ fees and costs; construction costs, and the Association’s fees and costs for reviewing the plans for the restoration and holding and disbursing the insurance proceeds and other funds.

Section 5. Party Walls.

(a) Wherever one Townhome is separated from another Townhome by a common, shared or party wall (“**Party Wall**”), the obligations of each Owner with respect to its Party Walls shall be governed by this Section 6. Each Party Wall shall be the joint obligation of each of the Owners of the adjoining Townhomes (“**Party Wall Co-Owners**”). Each Party Wall Co-Owner shall be responsible for the maintenance of the surface portion of the Party Wall which is contained within its Townhome. Any maintenance and the like, including repairs to the paint, plaster or drywall or gypsum wall board on the surface portion of the Party Wall which is contained within a Townhome, shall be the obligation of that Owner. Each Party Wall Co-Owner shall have the right to use the side of the Party Wall within the Owner’s Lot and Townhome in any lawful manner, including attaching structural or finishing materials to it; however, an Owner shall not create windows or doors or place heating or air conditioning equipment in the Party Wall without the consent of the other Party Wall Co-Owner. Any consent given to a Party Wall Co-Owner to create openings in the Party Wall shall be subject to the right of the other Party Wall Co-Owner to revoke its consent on 60 days’ prior written notice and close up such openings and/or remove such heating or air conditioning equipment. The Party Wall Co-Owners shall be jointly responsible for the structure of the Party Wall; i.e., maintenance and restoration of concrete block, rebar, mortar, tie beam, and all other elements of the Party Wall.

(b) Each Party Wall Co-Owner hereby grants to the other Party Wall Co-Owner, its successors and assigns, a perpetual non-exclusive easement and right of entry over and across its respective Lot and Townhome for the purposes of performing maintenance and restoration to the Party Wall, provided that any such easement is exercised after prior notice and during reasonable hours.

(c) To the extent not inconsistent with the provisions hereof, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. A Party Wall Co-Owner shall perform restoration of its Party Wall whenever a condition exists which may result in damage or injury to person or property if the restoration work is not undertaken. The cost of reasonable repair or maintenance of a Party Wall shall be shared by the Party Wall Co-Owners on each side of such Party Wall. If a Party Wall is destroyed or damaged by fire or other casualty, a Party Wall Co-Owner on either side of the Party Wall may restore it, and if the Party Wall Co-Owner on the other side thereafter makes use of the Party Wall, such other Party Wall Co-Owner shall contribute to the cost of restoration thereof in proportion to such use; provided that the forgoing provision shall not prejudice the right of any Party Wall Co-Owner to seek a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omission. Any amounts due and unpaid under this Section 6 shall bear interest at the rate of 18% per annum from the date due until paid in full.

(d) If at any time any Owner (hereinafter in this Subsection, the “**Non Performing Owner**”) shall not be proceeding diligently with any restoration required of it under this Declaration, then the other Owner(s) shall give written notice to the Association specifying the respect in which such Non Performing Owner is not proceeding diligently with his or her restoration work. If, upon expiration of 30 days after the giving of notice, the restoration work is not proceeding diligently, then the Association may perform such restoration in accordance with the then existing building plans and may take all appropriate steps to carry out the same, including entry onto the Lot of any Owner to the extent necessary to perform the restoration work. The Association shall be entitled to impose an Individual Assessment on the Party Wall Co-Owners responsible for the cost of such restoration.

(e) Each Owner agrees to indemnify the Declarant, the Association and the other Party Wall Co-Owner for injury or personal or property damage, when such injury or damage shall result from, arise out of, or be attributable to its failure to perform or comply with its duties and obligations under this

Section 6.

(f) In any transfer of title to a Townhome, the Owner of such Townhome (“Grantor”) and the purchaser (“Grantee”) of such Townhome shall be jointly and severally liable for all unpaid amounts pertaining to the Party Walls accrued up to the date of the conveyance without prejudice to the rights of the Grantee against the Grantor, but the Grantee shall be exclusively liable for those accruing after the conveyance. The lien rights of any Owner against another Townhome for amounts due under this Section 6 shall be subordinate to the lien of any Mortgagee and any assessment by the Association. If the Mortgagee or other purchaser acquires title as a result of a foreclosure or deed in lieu of foreclosure of a First Mortgage, the purchaser and any successors and assigns shall not be liable for the amounts which became due prior to the acquisition of title in the foreclosure action. Any unpaid amounts which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be divided between Party Wall Co-Owners, payable by and a lien against both Lots sharing the Party Wall, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

ARTICLE XV
MISCELLANEOUS

Section 1. Enforcement. The Declarant, the Association, each Owner, and, when enforcement rights are granted by the Declaration, a Mortgagee, shall have the right, but not the obligation, to enforce the Declaration by any proceeding at law or in equity (or otherwise, as provided in the Declaration) against any Person who has violated, is violating, or is attempting to violate, any part of the Declaration, either to restrain the violation, recover damages, or seek other available legal or equitable remedies. Any failure by the Declarant, the Association, an Owner, or any other Person to enforce the Declaration or seek any applicable remedy with respect to any specific violation or lien shall not constitute a waiver of the right to do so thereafter, nor shall it constitute a waiver of the right to enforce the Declaration at any other time with respect to the same or substantially similar matter. All rights, remedies and privileges granted to the Declarant, the Association, any Owner, or any other Person herein are cumulative, and the exercise of any one or more of such rights, remedies or privileges shall not constitute an election of remedies or preclude subsequent exercise of other rights, remedies and privileges.

Section 2. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of the Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent and final jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses and phrases of the Declaration shall continue in full force and effect and shall not be affected thereby. To the extent that any provision of the Governing Documents is determined to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision without destroying its intent, then the narrower or partially enforceable provision shall be applied and, to the extent lawful, shall be enforced. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 3. Notice. Except as otherwise provided herein, whenever written notice to any Person (including Owners and Members) is required hereunder, such notice may be hand delivered to such Person, or given by first class United States mail, postage prepaid, or given in such other manner specifically allowed or required by Legal Requirements, or given in such other manner determined by the Board to be proper and which does not violate any Legal Requirements, addressed to the address of such Person appearing on the records of the Association or to the address for such Person appearing in the records of the Carteret County Tax Collector. Properly addressed notice shall be deemed to have been given by the Association as follows: (i) in the absence of any delays in delivery by the United States Postal Service resulting from acts of war or terrorism, on the third day following the date the notice was deposited in the

United States mail, first class postage prepaid; or (ii) on the date of personal delivery to the Person or an adult residing with the Person, as evidenced by a receipt signed by the Person or such other Person; or (iii) on the delivery date indicated on a return certified or registered mail receipt, or (iv) on the date indicated by the records of a national, regional or local same day or overnight carrier service, or (v) on the date acknowledged in writing by the recipient Person or other adult residing with such Person, or (vi) upon execution of a written waiver of such notice by the Person. Notice to the Association may be given and shall be deemed to have been given in the same manner as notice to a Person, when addressed to the principal business office of the Association or the property manager employed by the Association. It shall be the duty of each Owner and Member to keep the Association informed of such Owner's or Member's current mailing address and telephone number. If an Owner or Member has not provided the Association with such current mailing address the Association may use as the mailing address the street address of the Lot owned by such Owner or Member or the address for such Owner or Member in the records of the Carteret County Tax Collector. If no address for an Owner or Member is reasonably available to the Association, the Association shall not be required to give notice to such Owner or Member. Notice given to any one of multiple Owners of any portion of the Property shall be deemed to have been given to all of such Owners.

Section 4. Titles. The titles, headings and captions which have been used throughout the Declaration are for convenience only and are not to be used in construing the Declaration or any part thereof, except as necessary with respect to any cross-referencing of any provisions of the Declaration.

Section 5. Number and Gender. Whenever the context of the Declaration requires, the singular shall include the plural and one gender shall include all.

Section 6. No Exemption. No Owner may become exempt from any obligations imposed hereby by non-use or abandonment of the Common Property or any Lot owned by such Owner.

Section 7. Consent. Except as otherwise may be specifically required by the Governing Documents or Legal Requirements, where the consent of the Owner of a Lot is necessary, and such Lot is owned by more than one Person, the consent of any one of such Owners is sufficient.

Whenever the written consent of Declarant is required for the effectiveness of some action under the Declaration in addition to any required vote of the Members of the Association, the votes in the Association allocated to Declarant shall be counted in determining the vote of the Members, the written consent requirement being in addition to the voting requirement, whether or not Declarant actually participates in the voting.

Section 8. Subdivision Combination of Lots; Plat Re-recording. A Lot may be subdivided, and the boundaries of a Lot may be altered, only with the written consent of the Owner thereof and the Declarant (during the Development Period and, thereafter, the Board), and with any prior approval required of the City. Provided, however, and notwithstanding the foregoing sentence, such written consent of the Declarant is not required for leases, deeds of correction, deeds to resolve boundary line disputes or similar corrective instruments, or deeds or other instruments granting any easement, right-of-way or license to Declarant, the Association, the City or a public utility provider, provided that the number of then existing Lots in the Property is not changed by any such action.

One or more Lots may be combined into a single Lot, and a Lot may be subdivided into two or more Lots, only with the written consent of the Owner thereof and the Declarant (during the Development Period and, thereafter, the Board). When two or more Lots are combined into one Lot, the resulting Lot shall continue to be assessed and have voting rights in the Association based on the number of Lots that were combined into one Lot. When one Lot is subdivided into two or more Lots, the resulting Lots each

shall be considered as a separate Lot, and each shall be subject to assessments and have voting rights in the Association in accordance with the assessments and voting rights then applicable to a Lot. When the boundaries of two or more such Lots are changed but the resulting number of Lots is the same as the original number of Lots, the assessments and voting rights in the Association for those resulting Lots shall continue as they were immediately prior to the change. When two or more such Lots are combined into one lot, the easements reserved by the Declaration or a Plat around the boundaries of the former Lots shall continue in effect, except that any such easements reserved along the former common boundary line(s) between the combined parcels and not actually being exercised or used by any Person shall terminate. Provided, however, it shall be the responsibility of the Owner of such resulting Lot to obtain any documentation that is necessary or required to confirm such termination and to obtain termination or relocation of any such easements that are actually being exercised or used at the time of the combination of Lots. When a Lot is subdivided into two or more Lots, the easements established herein adjacent to the boundaries of a Lot shall apply to all of the resulting Lots.

Nothing contained herein shall prohibit or restrict the right of Declarant, during the Development Period to (i) subdivide, combine, re-subdivide or recombine, or to record or rerecord Plats relating to, any portion of the Property owned by Declarant, or (ii) to approve or disapprove such activities with respect to portions of the Property owned by other Owners. The provisions of the immediately preceding paragraph with respect to the effects of subdivision or combination of Lots are applicable to subdivision or combination of Lots owned by the Declarant unless the Declarant otherwise indicates on the plat of such subdivision or combination recorded in the Registry or in an instrument recorded in the Registry prior to the end of the Development Period.

Section 9. No Timesharing. No Dwelling in the Property shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to use or occupancy of the Dwelling rotates among participants in the program on a fixed or floating time schedule over any period of time.

Section 10. Association Contracts and Leases. All Association contracts and leases which affect or relate to the Property or any part thereof and which (i) are entered into prior to the time that the first Board elected by the Members takes office, and (ii) are not bona fide or were unconscionable to the Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the first Board elected by the Members takes office, upon not less than ninety (90) days written notice to the other parties to the contract or lease (or any different minimum time period provided for in the Act), and all such commas and leases are terminable as provided in this Section, whether or not the right of the Association to terminate is stated therein.

Section 11. Conflicts. Whenever there exists a conflict among the Governing Documents of the Association, the provisions of the Declaration and thereafter, any applicable Supplemental Declaration or Subdivision Declaration, shall control, except as to matters of compliance with the Nonprofit Corporation Act, in which event the Articles shall control. Whenever there is a conflict between the provisions of the Articles and Bylaws, the provisions of the Articles shall control. The provisions of the Bylaws shall control over any conflicting provision of any rules and regulations, Board resolutions, or Architectural Guidelines. With respect to the foregoing, specific provisions shall control general provisions, except that a construction consistent with the Act, the Nonprofit Corporation Act and the Code shall in all cases control over any construction inconsistent therewith.

The provisions of the Code control over any conflicting provisions of the Declaration and any other Governing Documents. As applicable provisions of the Code are amended, modified, revised, deleted, or moved to different sections, the Declaration is deemed to be amended so as to conform to the

provisions of the Code as they exist from time to time and are applicable to the Properties or any part thereof.

Whenever the Act, the Nonprofit Corporation Act, or the Code provides for limitations on any amount of assessments, fines, late payment fees, charges, or attorney fees that may be assessed, fined, charged, imposed, or collected by the Association, and the amount of any such assessment, fine, late payment fee, charge, or attorney fee allowed or authorized by the Declaration or other Governing Documents (including any assessment, fine, late payment fee, charge, or attorney fee amount established by the Board as allowed by the Declaration or other Governing Documents) exceeds the applicable limitation of the Act, the Nonprofit Corporation Act, or the Code, unless the applicable limitation specified by the Act, the Nonprofit Corporation Act, or the Code is a mandatory limitation that cannot be exceeded by provisions in the Declaration or other Governing Documents allowing or providing for the possibility of a greater amount than the applicable limitation otherwise allows, the provisions of the Declaration or other Governing Documents control and are deemed to constitute an express provision contrary to the limitation contained in the Act, the Nonprofit Corporation Act, or the Code. The provisions of the Act and Nonprofit Corporation Act shall in all cases control over any conflicting provisions of the Code. The Governing Documents shall be construed together with the construction that avoids, as far as possible, conflicts among them.

For the purposes of this Article and any other references in the Declaration to similar conflicts, a 'conflict' is a situation in which the provisions in question cannot be reconciled or where enforcement of one provision necessarily would prohibit enforcement of another provision - for example, where one provision allows a certain action, and the other provision prohibits the same action. Two provisions that are different, but not mutually exclusive or prohibitive of each other do not constitute a conflict for the purposes of this Article - for example, where Legal Requirements or the Declaration requires a certain minimum Dwelling setback distance, and the Subdivision Declaration requires a greater distance for the same Dwelling setback distance. In this different Dwelling setback distance example, there is no conflict, and the Subdivision Declaration would control.

Section 12. Assignment. Declarant specifically reserves the right, in Declarant's sole discretion, to assign temporarily or permanently any or all of its rights, privileges, powers and/or obligations under the Declaration or under any Supplemental Declaration or Subdivision Declaration, including assignment of any or all of same as security for any obligation of Declarant to any Person. Except as otherwise provided in this Section, no such assignment shall be effective unless (i) it is in writing, (ii) it is executed by the assignee, (iii) it is recorded in the Registry or other governmental entity office required under Legal Requirements, with the date of recording or such later effective date stated in the assignment being the effective date thereof (and the terms of the recorded assignment shall be conclusive and binding as to the matters assigned), and (iv) if it purports to assign any obligations of the Declarant to complete initial capital improvements within the Subdivision required by the Subdivision Plan or other Legal Requirements, it describes the specific obligations assigned.

Upon Declarant's request, the Association shall execute any such assignment by Declarant to the Association, but Declarant may not assign to the Association any obligation to complete initial capital improvements within the Property required by the Subdivision Plan or other Legal Requirements. With respect to assignments described in any instrument under which Declarant rights specifically or impliedly are given as security for an obligation of Declarant, the terms of such instrument shall control over the provisions of this Section, including execution and recording requirements and the matters assigned thereby. Upon any completed foreclosure sale pursuant to any instrument under which the Declarant rights become security for an obligation, or the recording or filing of a deed or other instrument in lieu of foreclosure, the purchaser at the foreclosure sale, or the grantee under any deed or other instrument in lieu of foreclosure, shall receive the rights, privileges, powers and/or obligations that were assigned as security

for the Declarant's obligation, unless the foreclosure documents or conveying document specifically exclude such rights, privileges, powers and/or obligations.

Notwithstanding anything to the contrary in this Section, with respect to the Common Area (including Common Property and Stormwater Control Measures) and utilities in the Property, Declarant may assign to the Association, and the Association shall accept assignment of and execute the assignment document with respect to, any or all of the following in whole or in part, including the costs thereof: all rights, duties, liabilities, obligations and indemnities of the Declarant under all permits issued by the City or any provider of utilities to any part or all of the Property, and/or under all agreements between the Declarant and the City or any provider of utilities to any part or all of the Property, with respect to maintenance of the Common Area and/or utilities in the Property. Provided, however, and notwithstanding the foregoing, Declarant may not assign to the Association any of its obligations or liabilities or indemnities directly related to the improvements for the initial installation of Common Property, Stormwater Control Measures and/or utilities and/or publicly dedicated street in the Subdivision as required by the City or a utility provider for development of the Property in accordance with a Subdivision Plan, including warranties for construction of such improvements, if any, required by any governmental entity or utility provider prior to its acceptance of maintenance responsibility, if any, for such improvements (it being recognized that one or more of such improvements may not be of a type that are accepted for maintenance by a governmental entity or utility provider). Declarant shall have the authority to resolve any dispute as to what rights, duties, liabilities, obligations and/or indemnities can be assigned to the Association pursuant to this paragraph.

Section 13. Costs and Reasonable Attorneys' Fees. In any action to enforce the provisions of any Governing Documents, the court may award reasonable attorneys' fees to the prevailing party, even if such action is settled prior to any trial, judgment or appeal. It also is the specific intent of this Section that it constitutes the allowance of the award of reasonable attorneys' fees as required under Section 47F-3-120 of the Act.

Section 14. Actions Against Declarant. The affirmative vote or consent of the Members that is equal to or greater than sixty seven percent (67%) of the total number of votes in the Association first shall be required prior to the Association doing any or all of the following with respect to the Declarant or any successor Declarant, regardless of whether such Person is the Declarant at the time the Association takes the action or obtains the necessary vote or consent required to take such action: (i) file a complaint, on account of any act or omission of Declarant, with any governmental entity which has regulatory or judicial authority over the Properties or any part thereof; or (ii) assert a claim against Declarant or sue Declarant in any court of law or equity or before any administrative or other board or committee or branch of any Governmental Entity, or request legal or equitable relief against Declarant.

Section 15. Rule Against Perpetuities. As provided in Section 47F-2-103(b) of the Act, the rule against perpetuities may not be applied to defeat any provision of the Declaration, or the Bylaws, rules, or regulations adopted pursuant to Section 47F-3-102(1) of the Act. In the event of the absence of the protection of Section 47F-2-103(b) of the Act, if the Declaration or any provision thereof violates any applicable Rule Against Perpetuities, the Declaration or such provisions shall be deemed reformed to continue in effect for the maximum period of time that the Declaration or such provision could exist without violating such applicable Rule Against Perpetuities.

Section 16. Reserved Rights. Whenever the Declaration reserves a right for, or requires or authorizes a consent, approval, variance or waiver by, Declarant during the Development Period, and thereafter confers such right upon, or requires or authorizes such approval or waiver by, the Association or Board, the applicable right may be exercised, or the applicable approval or variance or waiver may be given, only by Declarant (or its assigns, which may include the Board) during the applicable period, and,

thereafter; only by the Board or its authorized designee (unless a vote or consent of the Members of the Association also is required or alone is required).

Section 17. Legal Requirements. All Governing Documents shall be subject to and construed in accordance with all Legal Requirements, including all applicable provisions of the Code. It shall be the responsibility of each Owner to comply with all Legal Requirements, whether or not any approval, disapproval, waiver or valiance of the terms of any Governing Documents has been given by Declarant, the Association or the ACC. It is the express intention of the Governing Documents to comply with the Act, and any provisions of the Governing Documents that are not in compliance with the Act shall be deemed reformed from time to time to comply therewith. Provided, however, it also is the intention of the Governing Documents that, unless its provisions violate the Act, such provisions shall control, and, as far as reasonably possible, the provisions of the Governing Documents shall be construed in such manner as to be consistent with, and not in violation of, the Act.

Section 18. Marketable Title Act. It is the intention of the Declarant that the Declaration exist and continue until terminated as provided herein, and that it constitute an exception to any automatic termination or expiration provision that might be applicable under the Real Property Marketable Title Act as contained in Chapter 47B of the North Carolina General Statutes, or under any successor or replacement statute or any other Legal Requirement that would or could terminate the Declaration other than in the manner provided for termination herein. Accordingly, the Association, in its discretion, may re-record in the Registry the Declaration or some memorandum or other notice hereof in order to continue the Declaration in full force and effect and/or to qualify the Declaration as an exception to any such automatic termination or expiration provision of the Real Property Marketable Title Act or any other Legal Requirement.

Section 19. Exhibits For Lots 1 through 32, 55 and 56 in Phase 1 of the Community. For purposes of clarity, Declarant hereby discloses to the Owner(s) of Lots 1 through 32, 55 and 56 in Phase 1 of the Community the following:

- (a) Lots 1 through 19 are subject to the utility easement(s) depicted on Exhibit A attached hereto.
- (b) Lots 20 through 26 are subject to the Wetland Buffer, Coastal Shoreline Setback and/or CAMA Area of Environmental Concern depicted on Exhibit B attached hereto.
- (c) Lots 27 through 32 are subject to the Planted Buffer and/or Willow Street Buffer depicted on Exhibit B attached hereto.
- (d) Lots 55 and 56 are subject to Greenway Easement and Planted Buffer depicted on Exhibit C attached hereto.

[The remainder of this page is intentionally left blank. Signature page immediately follows.]

IN WITNESS WHEREOF, Declarant has caused this declaration to be executed by their authorized person on this the _____ day of _____, 2022.

BLUE TREASURE LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

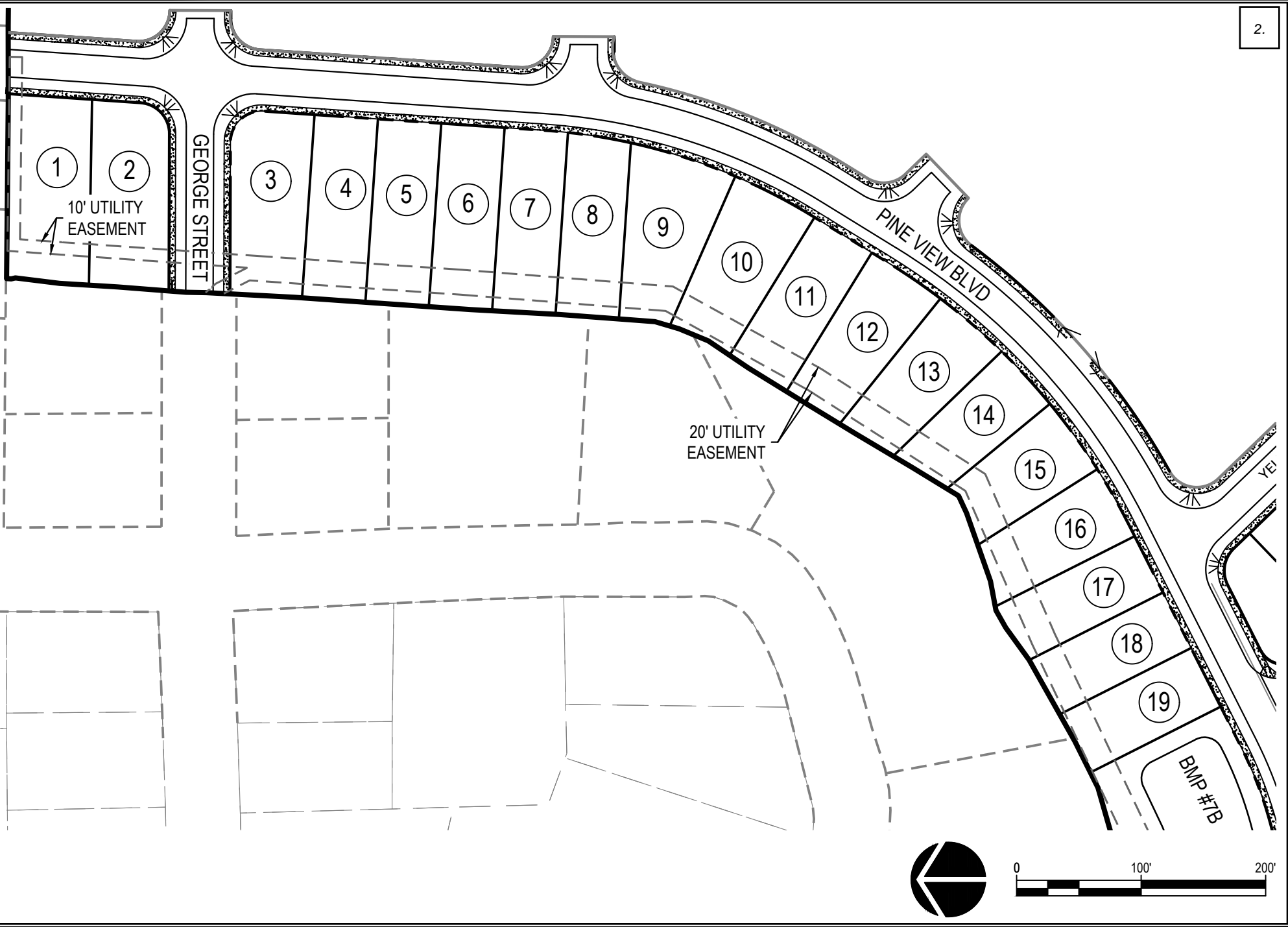
I, a Notary Public, certify that _____ personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Manager of Blue Treasure LLC, a North Carolina limited liability company.

Witness my hand and official seal, this ___ day of _____, 2022.

Notary Public

My commission expires _____

[NOTARIAL/OFFICIAL SEAL]



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Exhibit A-1

Legal Description of Property

BEING all of that certain real property, including but not limited to all of Lots 1-90, inclusive, as shown on that map entitled "SUBDIVISION MAP OF BEAUFORT EAST VILLAGE PHASE 1 PROPERTY OF BLUE TREASURE LLC", prepared by Rudolf A. Vandervelde, Jr., PLS of WithersRavenel, dated March 28, 2022, and recorded in Map Book _____, Page _____, in the office of the Register of Deeds, Carteret County, North Carolina.

Exhibit A-2

Additional Property

Being all or any real property that either is contiguous to any boundary of the Properties or is located within two (2) miles of any boundary of the Properties as such boundaries are constituted at the time of the annexation of such real property to this Declaration.

LEGEND



= WETLANDS

10' WETLAND BUFFER

30' COASTAL SHORELINE SETBACK

75' CAMA AREA OF ENVIRONMENTAL CONCERN (AEC)

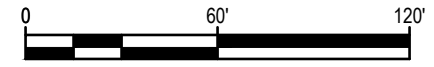
RICKS AVENUE

PINE VIEW BLVD (PUBLIC)

BMP #7A

20' WILLOW STREET BUFFER

10' PLANTED BUFFER



26

25

24

23

22

21

20

27

28

29

30

31

32

Exhibit B-1

SHORT-TERM RENTAL COMMUNITY

Notwithstanding that many Owners may reside in their Dwellings full-time, the Community is also a rental Community allowing for the rental of Dwellings, including the short-term rental thereof, as provided in this Declaration (including in this Exhibit B-1).

Applicability. The provisions of this Exhibit B-1 shall be applicable to the entire Community, but shall not be applicable to Declarant or any Builder.

Occupancy. Each Unit may be used as a temporary residential dwelling, in accordance with all applicable Legal Requirements. Notwithstanding the foregoing, in no event shall occupancy (except for temporary occupancy by visiting guests) exceed that which is permitted by Legal Requirements. Each tenant or occupant shall comply with the covenants, terms, conditions, restrictions of this Declaration and any and all Rules and Regulations of the Association, including, without limitation, any and all regulations and/or procedures, if any, adopted regarding mandatory check-in for Owners, lessees, occupants and residents; coordination of any charging privileges the Association may elect to afford Owners, their guests, invitees, or tenants; and any other matters reasonably necessary to: (i) allow Owners, lessees, occupants and guests to be well integrated in a rental program structure and operation; (ii) ensure that Dwellings and the use and occupancy thereof by Owners, lessees, occupants and guests are integrated to the extent contemplated by this Declaration; and (iii) ensure that all operations may be conducted in an efficient manner.

No Nuisance; Work in the Community. A short-term rental with transient guests, which shall be deemed any rental term that is less than 30 days, and the associated movement in and out of the same, shall not in and of themselves constitute a nuisance in the Community. Each Owner by acceptance of a deed to their Lot and Dwelling, agrees and acknowledges that any and all activities in any way related to the operation of the Community in whole or in part as a short-term rental community shall not be deemed a nuisance. Except during the initial build-out of the Community by Declarant and Builders, the Association shall have the right to establish non-discriminatory restrictions on any and all Persons performing work within the Community, including without limitation by (i) restricting the hours during which work may be performed and restricting access of contractors to certain areas, (ii) requiring that all Persons performing any work have all necessary licenses and permits to perform the work (iii) requiring that all Persons performing any work have adequate insurance coverage and the Association is named additional insured on such policy(ies) and (iv) requiring a security deposit or other collateral to protect against damage that may be caused during such work.

Leases. It is intended that the Dwellings may be used for short-term rentals. A such, leasing of Dwellings shall not be subject to the approval of the Association, or subject to any other limitations, other than as expressly provided herein. Accordingly, there shall be no minimum lease term, nor any maximum number of times that a Dwelling may be leased. The Owner of a Dwelling will be jointly and severally liable with the lessee or occupant of the same to the Association for any amount that is required by the Association, to repair any damage to the Common Area (including any Recreational Amenities) resulting from acts or omissions of lessees

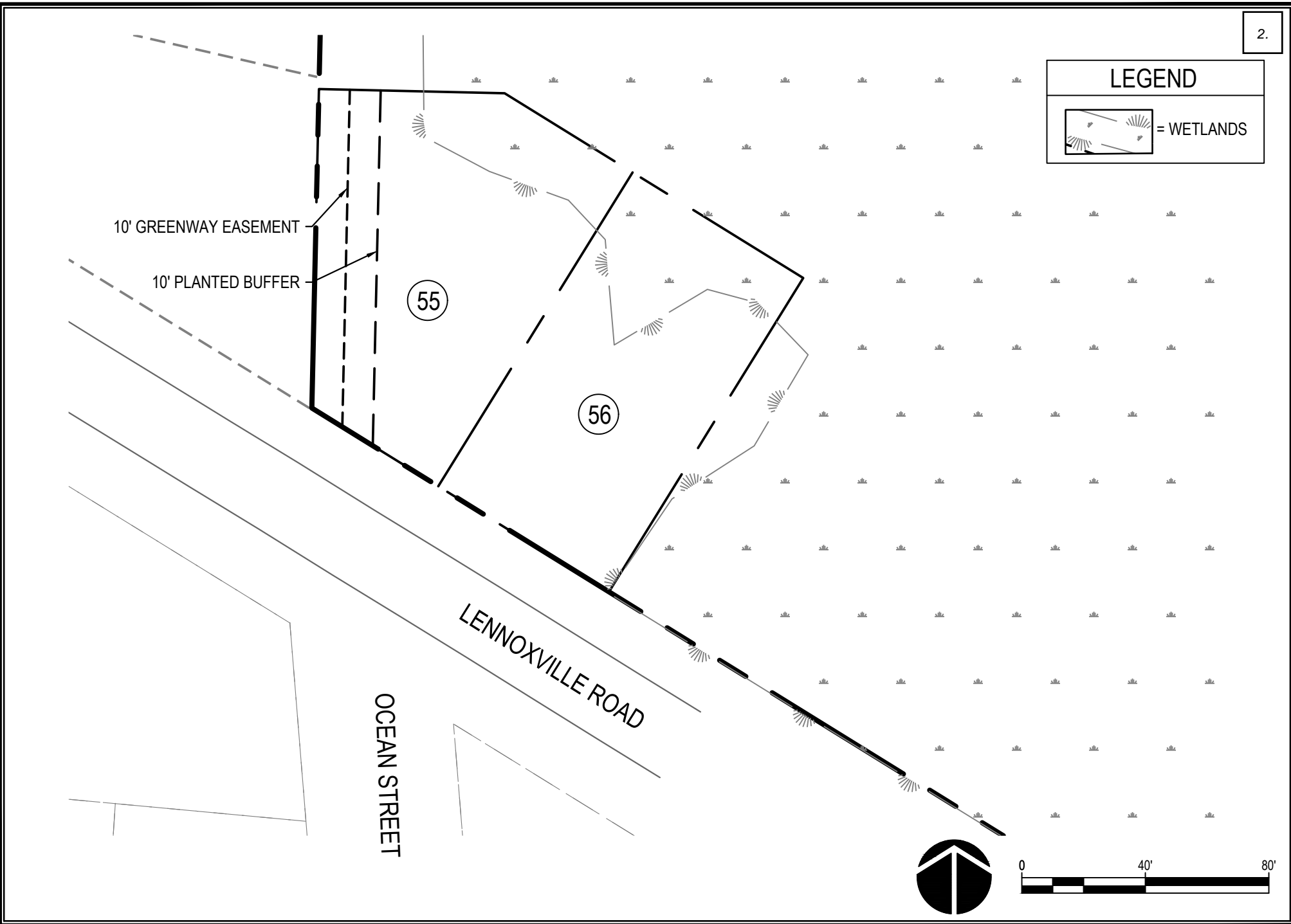
or occupants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the lessee or occupant, and special individual assessments may be levied against the Lots/Dwellings therefor. All tenancies are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease. It is expressly understood and agreed that rental of Lots/Dwellings for any term is expressly authorized and permitted.

Designation of Leasing Agent. Although Dwellings shall be leased without the prior written approval of the Association, the Owner of a leased Dwelling is required to provide to the Association, prior to the commencement of the lease, the name and contact information for the firm or individual representing the Owner as the Owner's leasing agent. All leases shall provide the Association shall have the right to terminate the respective lease in the event of a default by the Owner under this Exhibit B-1, or in the event that the Owner's lessee fails to observe the provisions of this Declaration or the Rules and Regulations adopted by the Board.

Extended Vacation and Absences. In the event a Dwelling will be unoccupied for an extended period, the Dwelling must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Dwelling; and (iii) designating a responsible firm or individual to care for the Dwelling, should the Dwelling suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Dwelling.

End of Exhibit B-1

LEGEND



K:\0908-07\0908070-20-Beaufort-East Village Ph. 1\CAD\Exhibits\Perimeter Screening Exhibit.dwg, April 7, 2022 - 8:07:00 AM

BEAU COAST WEST PH 1
 BEAUFORT CARTERET COUNTY NC

PLANTED BUFFER FOR
 LOTS 55 AND 56 EXHIBIT 198

WithersRavenel



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, May 9, 2022
Train Depot, 614 Broad Street**

AGENDA CATEGORY: Items for Discussion & Consideration

SUBJECT: Case # 19-19 Site Plan - Compass Hotel - 18 Month extension request/Re-approval

BRIEF SUMMARY:

The Site Plan was approved in November 2019 by the Board of Commissioners and expired in May of 2021 due to half of the improvements not being completed. There have been no changes to the November 2019 plans except for requirements from the Historic Commission. Also, all environmental development permits are current and have not expired.

In February 2020, a Certificate of Appropriateness was approved for the demolition of two existing structures, the removal of several existing trees, and installation of new screening/fencing with landscaping and construction of a new parking area on Cedar Street. To date the structures have been demolished however the screening/buffering has not been installed.

At their April 18th, 2022 meeting the Planning Board unanimously recommended approval of the Site Plan with the recommend condition that the buffer adjacent to the neighbors on the south side parking area, previously approved by the Historic Commission be installed immediately.

REQUESTED ACTION:

Decision on the Proposed Site Plan

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

STAFF REPORT



To: The Honorable Mayor & Board of Commissioner’s
From: Kyle Garner, AICP
Date: May 3, 2022
Project Compass Hotel - Site Plan – 103, 113, 115 & 208 Cedar Street and 319 Orange Street

THE QUESTION: To recommend approval or denial for the 18 month re-approval/extension for the Compass Hotel site plan.

BACKGROUND:

The Site Plan was approved in November 2019 by the Board of Commissioners and expired in May of 2021 due to half of the improvements not being completed. There have been no changes to the November 2019 plans (**that includes no rooftop bar**) except for requirements from the Historic Commission. Also, all environmental development permits are current and have not expired.

In February 2020, a Certificate of Appropriateness was approved for the demolition of two existing structures, the removal of several existing trees, and installation of new screening/fencing with landscaping and construction of a new parking area on Cedar Street. To date the structures have been demolished however the screening/buffering has not been installed.

At their April 18th, 2022 meeting the Planning Board unanimously recommended approval of the Site Plan with the recommend condition that the buffer adjacent to the neighbors on the south side parking area, previously approved by the Historic Commission be installed immediately.

Location:	103, 113, 115 & 208 Cedar Street and 319 Orange Street
Owners:	Beaufort Partners, LLC
Requested Action:	To recommend approval or denial to the Board of Commissioners
Existing Zoning	BW, B-1 & R-8
Pin #:	730617117934000, 730617114760000, 730617115739000, 730617114784000, 730617115739000
Size:	2.80 acres
Amount of Open Space:	.62 acres
Existing Land Use:	Beaufort Yacht Basin & Marina

PUBLIC UTILITIES & WORKS:

Water:	Town of Beaufort
Sanitary Sewer:	Town of Beaufort

OPTIONS:

1. Decision on the Site Plan.

Compass Hotel – Site Plan
Location: 208 Cedar Street

ATTACHMENTS:

- Attachment A - Vicinity & Zoning Map
- Attachment B- Aerial Map
- Attachment C - Compass Suites - Site Development Plan
- Attachment C - Cedar Street Parking Lot-Rev - HPC COA
- Attachment C - SITE LIGHTING PLAN - HPC COA
- Attachment C - Lighting Specs - HPC COA
- Attachment D - Landscaping Calculation Sheets
- Attachment E - Letter from NCDOT Regarding the design
- Attachment F - Letter requesting an extension of Site Plan Approval
- Attachment G - Elevation Drawings

Staff Comments:

The site plan has been reviewed and approved by the Town’s Technical Review Committee which consist of the Fire, Police, Public Works & Public Utilities Departments as well as the Town Engineer and Planning. Other groups involved include NCDOT, and the State Historic Preservation Office in Raleigh.

- Landscaping - The proposed vegetative plan for both parking areas exceed the requirements of the Land Development Ordinance and the applicant has submitted the required sheets (attached giving the breakdown of those requirements). Also, the current plan shows parking, landscaping and the required 8’ grass strip on the south side of Cedar Street within the existing NCDOT Right of Way. However, NCDOT has transferred 20’ of Right of Way to adjacent owners (See Attached Letter and Map from NCDOT Division Engineer, Preston Hunter) which eliminates this conflict and makes the parking, landscaping and 8’ planting strip conforming.
- Stormwater - As part of the design review process Staff encouraged the developer to include pervious pavement in the southern parking area in an effort to mitigate any stormwater impacts on the existing drainage system. The developer did include this suggestion in their plans and is shown as a shaded area and notated as being permeable paving. Also included is an infiltration basin on the southern Cedar Street lot which as shown on the plans will include a Type “A” Buffer to include a 6’ high opaque fence and landscaping adjacent to adjacent property owners.
- Parking – A parking table is provided below providing a clearer picture of what is required and provided.

PARKING TABLE	Required Spaces	Provided Spaces
Hotel*	85	93
Marina **	15	15
Public	-	24

*The requirement for the hotel is 85 spaces (1 space for each room + 5 = 106 – 20% = 85 this is due to the structure being over 25,000 square feet in area and a reduction of 20% required per Section 13-B-4 of the land development ordinance).

**The amount required for the marina is 15 spaces (One space per every 4 slips – this amount was based on the standard the marina was developed under as part of previous Zoning Ordinance, the current ordinance requires 1 space for every 3 slips).

Public Parking (24 spaces) have also been shown on the west side of Orange Street and north side of Cedar Street. This parking is for the general public and can be used by Discovery Diving, Bull’s Prop Shop or those using the future Cedar Street Park.

SECTION 13 Parking Requirements

A) *Intent.*

These regulations are intended to provide off-street parking, stacking, and loading facilities in proportion to the need created by each use. These regulations are intended to provide for accommodation vehicles in a functionally and aesthetically satisfactory manner and to minimize external effects on adjacent land uses.

B) *Number of Parking Spaces Required.*

1) Limitations.

All developments in all zoning districts other than the Historic Business District and the Historic Waterfront Business District (H-BD & H-WBD) shall provide a sufficient number of parking spaces to accommodate the number of vehicles which ordinarily are likely to be attracted to the development in question. For any mixed-use development created after the adoption of this Ordinance who cannot meet the residential off-street parking requirement for their proposed development, the owner/developer shall be required to contribute \$10,000 per parking space needed into a parking fund which will be used by the Town to acquire property as it becomes available for off-street parking for these residential purposes.

2) Presumptions.

The presumptions established by this section are established in all other zoning districts:

- a) A development must comply with the parking standards set forth in subsection B-4 of this section to satisfy the requirement stated in subsection B-1 of this section; and,
- b) Any development which meets these standards is in compliance. However, Table 13-1 of this section is only intended to establish a presumption of parking demand and should be flexibly administered, as provided in subsection C of this section.

3) Standards.

Standards set forth in Table 13-1 of this section are indicated by the respective land uses associated within the development. When a determination of the number of parking spaces required by this table results in a fractional parking space, any fraction of one-half or less may be disregarded, while a fraction in excess of one-half shall be counted as one additional parking space.

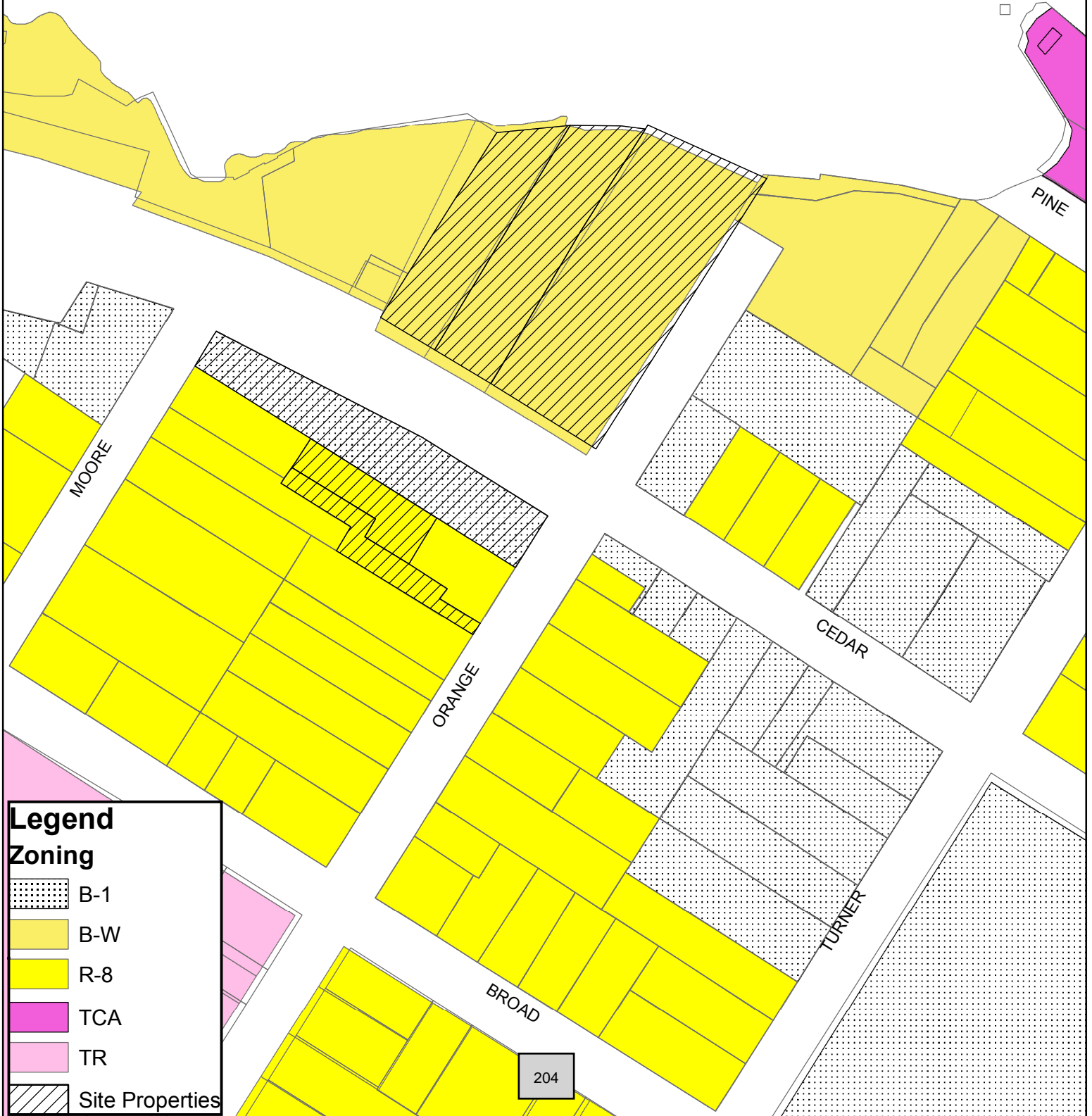
4) Table of Parking Requirements.

Table 13-1 of this section shall prescribe the number of parking spaces required for the respective uses when the existing or proposed development is less than twenty-five thousand square feet (25,000 ft²). For all existing, proposed, or combination thereof of development which is twenty-five thousand square feet (25,000 ft²) or more, there shall be a corresponding twenty percent (20%) decrease in the number of parking spaces required for this actual use. Table 13-1 of this section cannot and does not cover every possible situation which may arise. Therefore, in cases not specifically covered, the permit issuing authority is authorized to determine the parking requirements using the following table as a guide.

G) *Joint Use of Required Parking Spaces.*







- 1) One parking area may contain required spaces for several different uses however, except as otherwise provided in this section, the required spaces allocated for one use may not be credited to any other use.
- 2) To the extent developments wish to make joint use of the same parking spaces and who operate at different times of the day or week, the same spaces may be credited to both uses. For example, if a parking lot is used in connection with an office building Monday through Friday during regular business hours but is generally ninety percent (90%) vacant on weekends and another development which operates primarily on the weekends would use the business parking lot the secondary development could be credited with the ninety percent (90%) of the spaces on such lot for weekend use. Or if a place of worship's parking lot is generally occupied at fifty percent (50%) or less capacity only on days other than the days of worship, another development could make use of the unused fifty percent (50%) of the lots spaces of the place of worship on days other than those used as days of worship.

Vicinity & Zoning Map for Compass Hotel - 208 Cedar Street



Legend

Zoning

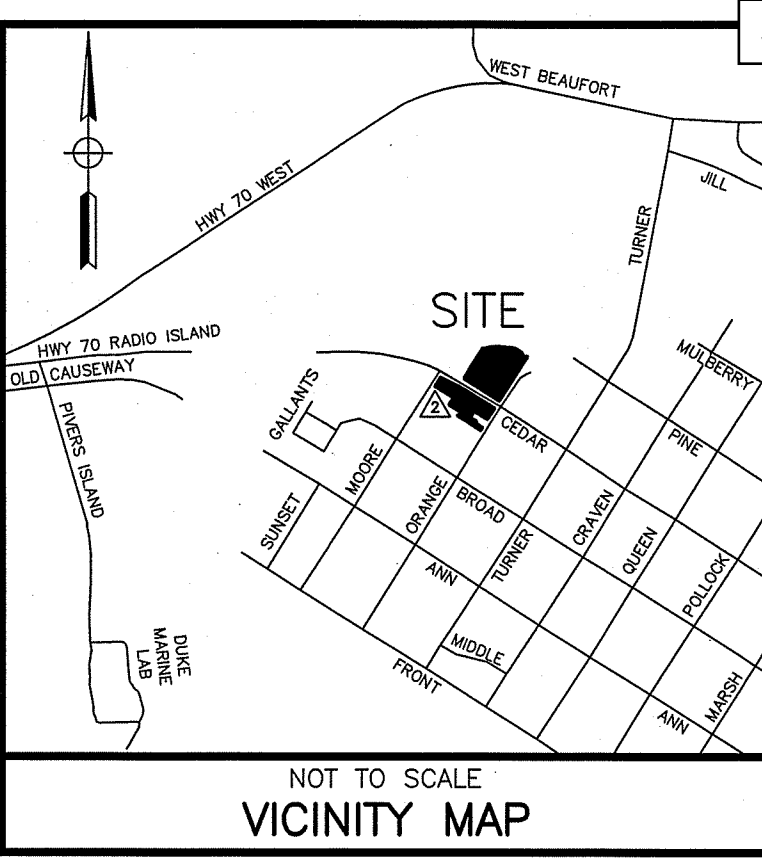
-  B-1
-  B-W
-  R-8
-  TCA
-  TR
-  Site Properties

Overhead Map for Compass Hotel - 208 Cedar Street

3.

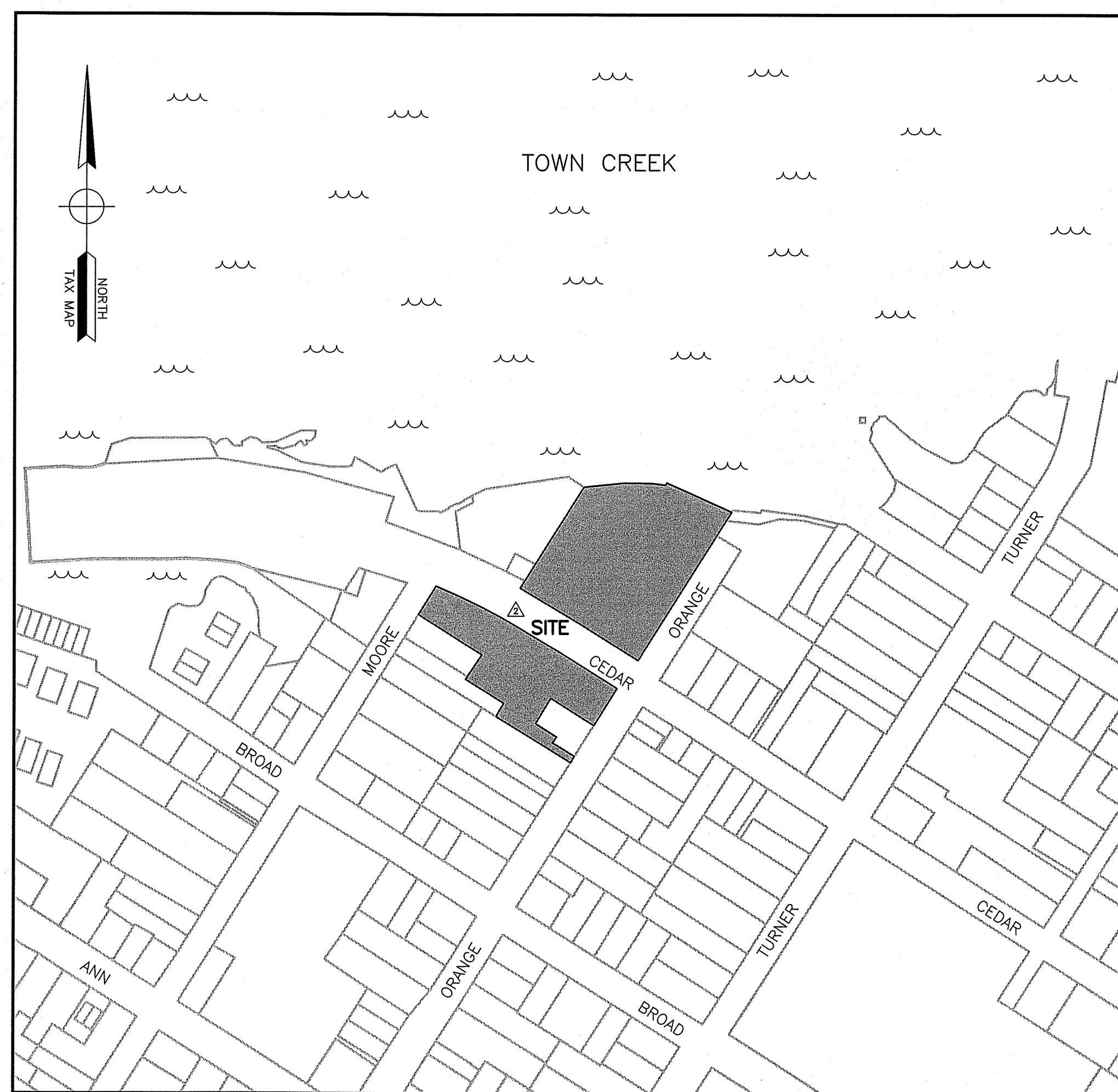


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BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

DEVELOPER: BEAUFORT PARTNERS, LLC
P.O. BOX 14165
NEW BERN, NC 28561
(252) 635-7476
DATE: JUNE 20th, 2019.



NOT TO SCALE

SHEET INDEX

- SHEET 1 OF 12 - COVER SHEET & SITE PLAN GENERAL NOTES
- SHEET 2 OF 12 - HOTEL & AMENITIES BOUNDARY, TOPOGRAPHIC SURVEY & DEMOLITION PLAN
- SHEET 3 OF 12 - PARKING LOT BOUNDARY, TOPOGRAPHIC SURVEY & DEMOLITION PLAN
- SHEET 4 OF 12 - HOTEL & AMENITIES SITE & STAKING PLAN
- SHEET 5 OF 12 - PARKING LOT SITE & STAKING PLAN
- SHEET 6 OF 12 - HOTEL & AMENITIES GRADING, PAVING, STORM DRAINAGE, EROSION CONTROL & UTILITIES PLAN
- SHEET 7 OF 12 - PARKING LOT GRADING, PAVING, STORM DRAINAGE & EROSION CONTROL PLAN
- △ SHEET 8 OF 12 - STORMWATER MANAGEMENT PLAN & DETAILS
- SHEET 9 OF 12 - HOTEL & AMENITIES SITE VEGETATION PLAN
- SHEET 10 OF 12 - PARKING LOT SITE VEGETATION PLAN
- SHEET 11 OF 12 - WATER SYSTEM DETAILS
- SHEET 12 OF 12 - EROSION CONTROL NOTES & DETAILS

GENERAL NOTES

1. A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE CARTERET COUNTY FIRM 3720730600, DATED JULY 16, 2003. BFE = 6.0' (NAVD 88), 7.04 (NGVD 1929).
2. REFERENCE: DEED BOOK 879, PAGE 793, DEED BOOK 937, PAGE 309, DEED BOOK 1449, PAGE 1, DEED BOOK 1259, PAGE 284 & DEED BOOK 1438, PAGE 496 OF THE CARTERET COUNTY REGISTER OF DEEDS.
3. THE WATER AND SEWER SYSTEM TO UTILIZED BY THE SITE AND ALL IMPROVEMENTS RELATING TO THE CONNECTION TO SUCH SYSTEM SHALL MEET ALL THE REQUIREMENTS OF THE TOWN'S PUBLIC UTILITIES DEPARTMENT.
4. PUBLIC SIDEWALKS SHALL BE CONSTRUCTED, AS PER TOWN STANDARDS, IN ACCORDANCE WITH THE TOWN'S ADOPTED MANUAL FOR DESIGN AND CONSTRUCTION OF STREETS, WATER AND WASTEWATER SYSTEMS.
5. ALL UTILITIES WILL BE UNDERGROUND.
6. ALL REQUIRED IMPROVEMENTS TO BE BUILT IN ACCORDANCE WITH THE TOWN OF BEAUFORT.
7. TRASH COLLECTION TO BE PROVIDED BY PRIVATE CONTRACTOR.
8. STORMWATER MANAGEMENT PLAN IS REQUIRED.
9. EROSION CONTROL PLAN IS REQUIRED.
10. NCDOT DRIVEWAY PERMIT IS REQUIRED.
11. ANY UNUSED DRIVEWAYS MUST BE CLOSED IN ACCORDANCE WITH THE TOWN OF BEAUFORT DRIVEWAY ORDINANCE.
12. NCDOT ENCROACHMENT AGREEMENT IS REQUIRED.
13. WATER AND SEWER SERVICES TO BE SCHEDULE 40 PVC, (PRIVATE).
14. EXISTING UNUSED WATER AND/OR SEWER SERVICES SHALL BE ABANDONED IN ACCORDANCE WITH TOWN OF BEAUFORT STANDARDS.
15. AGGREGATE BASE COURSE SHALL BE TYPE ABC CONFORMING TO DIVISION 5, SECTION 520 OF THE NCDOT STANDARD SPECIFICATIONS DATED 2018.
16. BITUMINOUS CONCRETE SURFACE SHALL BE TYPE S-9.5C CONFORMING TO DIVISION 10, SECTION 610 OF THE NCDOT STANDARD SPECIFICATIONS DATED 2018.
17. CONCRETE SIDEWALKS SHALL BE IN ACCORDANCE WITH DIVISION 8, SECTION 488 OF THE NCDOT STANDARD SPECIFICATIONS.
18. CONTRACTOR SHALL NOTIFY PUBLIC WORKS, STREET MAINTENANCE DIVISION 48 HOURS PRIOR TO MAKING CONNECTIONS TO EXISTING STORM DRAINS LOCATED WITHIN PUBLIC STORM DRAINAGE EASEMENTS OR RIGHT-OF-WAY.
19. GRADING SHALL BE IN ACCORDANCE WITH DIVISION 2, SECTION 226 "COMPREHENSIVE GRADING" OF THE NCDOT STANDARD SPECIFICATIONS DATED JANUARY 2018.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ANY EXISTING UTILITIES AND SHALL NOTIFY NC ONE CALL (1-800-632-4949) AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION IN ORDER THAT EXISTING UTILITIES IN THE AREA MAY BE FLAGGED OR STAKED.
21. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR THE CONSTRUCTION OF THE ROADWAY, DRAINAGE, WATER UTILITIES AND SEEDING FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE AND FINAL PAYMENT FROM THE OWNER.
22. FIRE SPRINKLER SYSTEM IS REQUIRED.
23. PARKING LOT WILL BE STRIPED IN ACCORDANCE WITH THIS PLAN.
24. ALL ELEVATIONS ARE RELATIVE TO NATIONAL GEODETIC VERTICAL DATUM. (NGVD 1929).
25. PARKING AREA LIGHTING, FENCING, BUFFERING, ETC. IS DEPENDENT UPON BCHP AND COA.
26. CAMA PERMIT APPLICATION IS IN PROCESS.

CONSTRUCTION NOTES

1. PAVED AREAS SHALL BE COMPACTED TO 95% MAXIMUM DRY DENSITY EXCEPT FOR THE TOP 6" OF SUBGRADE WHICH SHALL BE COMPACTED TO 100% MAXIMUM DRY DENSITY IN ACCORDANCE WITH AASHTO-199.
2. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH DIVISION 2 - "EARTHWORK" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
3. ALL PIPE CULVERTS SHALL BE IN ACCORDANCE WITH DIVISION 3 - "PIPE CULVERTS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
4. ALL MAJOR STRUCTURES SHALL BE IN ACCORDANCE WITH DIVISION 4 - "MAJOR STRUCTURES" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
5. ALL SUBGRADE, BASES AND SHOULDERS SHALL BE IN ACCORDANCE WITH DIVISION 5 - "SUBGRADE, BASES AND SHOULDERS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
6. ALL ASPHALT PAVEMENTS SHALL BE IN ACCORDANCE WITH DIVISION 6 - "ASPHALT PAVEMENTS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
7. ALL CONCRETE PAVEMENTS AND SHOULDERS SHALL BE IN ACCORDANCE WITH DIVISION 7 - "CONCRETE PAVEMENTS AND SHOULDERS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
8. ALL INCIDENTALS SHALL BE IN ACCORDANCE WITH DIVISION 8 - "INCIDENTALS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
9. ALL SIGNING SHALL BE IN ACCORDANCE WITH DIVISION 9 - "SIGNING" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
10. ALL MATERIALS SHALL BE IN ACCORDANCE WITH DIVISION 10 - "MATERIALS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
11. ALL SELECT FILL MATERIALS SHALL BE IN ACCORDANCE WITH DIVISION 10, SECTION 1016 - "SELECT MATERIALS" OF THE NCDOT STANDARD SPECIFICATIONS FOR SELECT MATERIALS. CLASS III, TYPE 2, DATED JANUARY 2018.
12. ALL WORK ZONE TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH DIVISION 11 - "WORK ZONE TRAFFIC CONTROL" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
13. ALL PAVEMENT MARKINGS, MARKERS AND DELINEATION SHALL BE IN ACCORDANCE WITH DIVISION 12 - "PAVEMENT MARKINGS, MARKERS AND DELINEATION" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
14. ALL LIGHTING SHALL BE IN ACCORDANCE WITH DIVISION 14 - "LIGHTING" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
15. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH DIVISION 15 - "UTILITY CONSTRUCTION" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
16. ALL EROSION CONTROL AND ROADSIDE DEVELOPMENT SHALL BE IN ACCORDANCE WITH DIVISION 16 - "EROSION CONTROL AND ROADSIDE DEVELOPMENT" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
17. ALL SIGNALS AND INTELLIGENT TRANSPORTATION SYSTEMS SHALL BE IN ACCORDANCE WITH DIVISION 17 - "SIGNALS AND INTELLIGENT TRANSPORTATION SYSTEMS" OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES DATED JANUARY 2018.
18. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR THE CONSTRUCTION OF THE ROADWAY, DRAINAGE, WATER UTILITIES AND SEEDING FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE AND FINAL PAYMENT FROM THE OWNER.

△ REVISED: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED VICINITY MAPS TO SHOW UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET
△ REVISED: 07-16-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED GENERAL NOTES
UPDATED CONSTRUCTION NOTES & LEGEND
ADDED STORMWATER PLAN SHEET TO PLAN SET



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1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.



SITE DATA

TOTAL AREA IN TRACTS 2.800 ACRES

EXISTING LAND USE CLUB HOUSE & PARKING

ZONING CLASSIFICATION B-W, B-1 & R-8

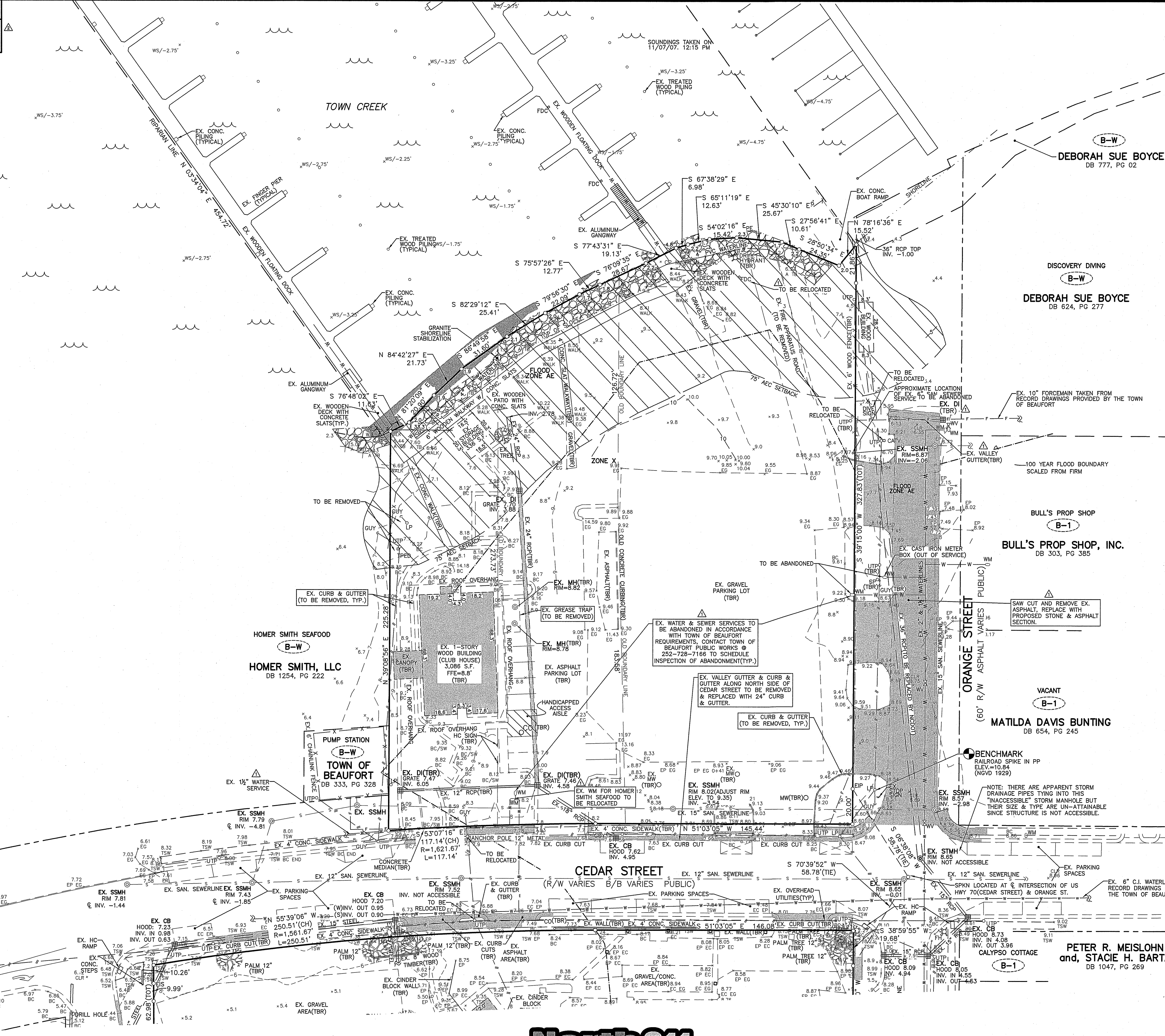
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SURVEYOR'S CERTIFICATION

I, MICHAEL WEST BALDWIN, CERTIFY THAT THE BOUNDARY SURVEY, TOPOGRAPHICAL SURVEY, AND HORIZONTAL AND VERTICAL CONTROL SHOWN HEREON WERE COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN (SEE REFERENCES) OR FROM INFORMATION FOUND IN MAP BOOK N/A, PAGE N/A, OR AS REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A, PAGE N/A, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT ALL INTERIOR LOT LINES SHOWN ARE PROPOSED AND SHALL NOT BE USED FOR THE CONVEYANCE OF PROPERTY; THAT THE TOPOGRAPHIC SURVEY WAS PERFORMED TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS AS APPLICABLE; THAT THE TOPOGRAPHIC DATA WAS OBTAINED ON 05/20/19; THAT THE SURVEY WAS COMPLETED ON 05/20/19; THAT THE CONTOURS SHOWN AS BROKEN LINES MAY NOT MEET THE STATED STANDARD; THAT VERTICAL CONTROL WAS ESTABLISHED AT THE SITE TO THE CLASS "A" STANDARD; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA" (21 NCAC 56.1600).

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 20th DAY OF JUNE, 2019.

SIGNED: MICHAEL WEST BALDWIN, PLS L-3082



EXISTING WATER & SEWER SERVICES TO BE ABANDONED NOTES:

- SEWER SERVICES COMING FROM MANHOLE SHALL BE CUT AND CAPPED AT BACK OF CURB
- THE MANHOLE SHALL BE PLUGGED AND GROUTED AT THE TIE IN POINT INSIDE MANHOLE.
- SEWER SERVICES COMING FROM MAIN SHALL BE CUT AND CAPPED AT BACK OF CURB.
- WATER SERVICES SHALL BE CUT AND CAPPED AT CORPORATION STOP.

15A NCAC 02C .0113 WELL ABANDONMENT NOTES:

- ALL WELLS OTHER THAN WATER SUPPLY WELLS, INCLUDING TEMPORARY WELLS, MONITORING WELLS OR TEST BORINGS:
 - LESS THAN 20 FEET IN DEPTH AND WHICH DO NOT PENETRATE THE WATER TABLE SHALL BE ABANDONED BY FILLING THE ENTIRE WELL UP TO LAND SURFACE WITH GROUT, DRY CLAY, OR MATERIAL EXCAVATED DURING DRILLING OF THE WELL AND THEN COMPACTED IN PLACES AND
 - GREATER THAN 20 FEET IN DEPTH OR THAT OR THAT PENETRATE THE WATER TABLE SHALL BE ABANDONED BY COMPLETELY FILLING WITH A BENTONITE OR CEMENT TYPE GROUT.

REVISED: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
 UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET TO REFLECT R/W CONVEYANCE

REVISED: 07-16-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
 REVISED EX. WATER SERVICES UPDATED DESCRIPTIONS FOR EX. COMMENTS SHOWN NOTE DETAILING ASPHALT REPLACEMENT OF ORANGE STREET ADDED EX. LOT LINES UPDATED LEGEND

PIN #730617117934000
 PIN #730617114760000
 PIN #730617115739000
 PIN #730617114784000
 PIN #730617115739000



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COMPASS
 MARGARITAVILLE HOTELS & RESORTS

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
 BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BEAUFORT PARTNERS, LLC
 ADDRESS: P.O. BOX 14165
 NEW BERN, NC 28561
 PHONE: (252) 635-7476

OWNER: BETTY APPERSON
 ADDRESS: P.O. BOX 625
 LAGRANGE, NC 28551
 PHONE: (252) 559-0592

Baldwin Design Consultants, PA
 LICENSE# C-3498
 ENGINEERING - SURVEYING - PLANNING
 1700-E EAST ARLINGTON BOULEVARD
 GREENVILLE, NC 27858 252.756.1390

SURVEYED: JP APPROVED: MWB
 DRAWN: NRW DATE: 06/20/19
 CHECKED: MWB SCALE: 1" = 30'

CLOSURE CHECK BOUNDARY
 CHECKED: NRW DATE: 06/19/19

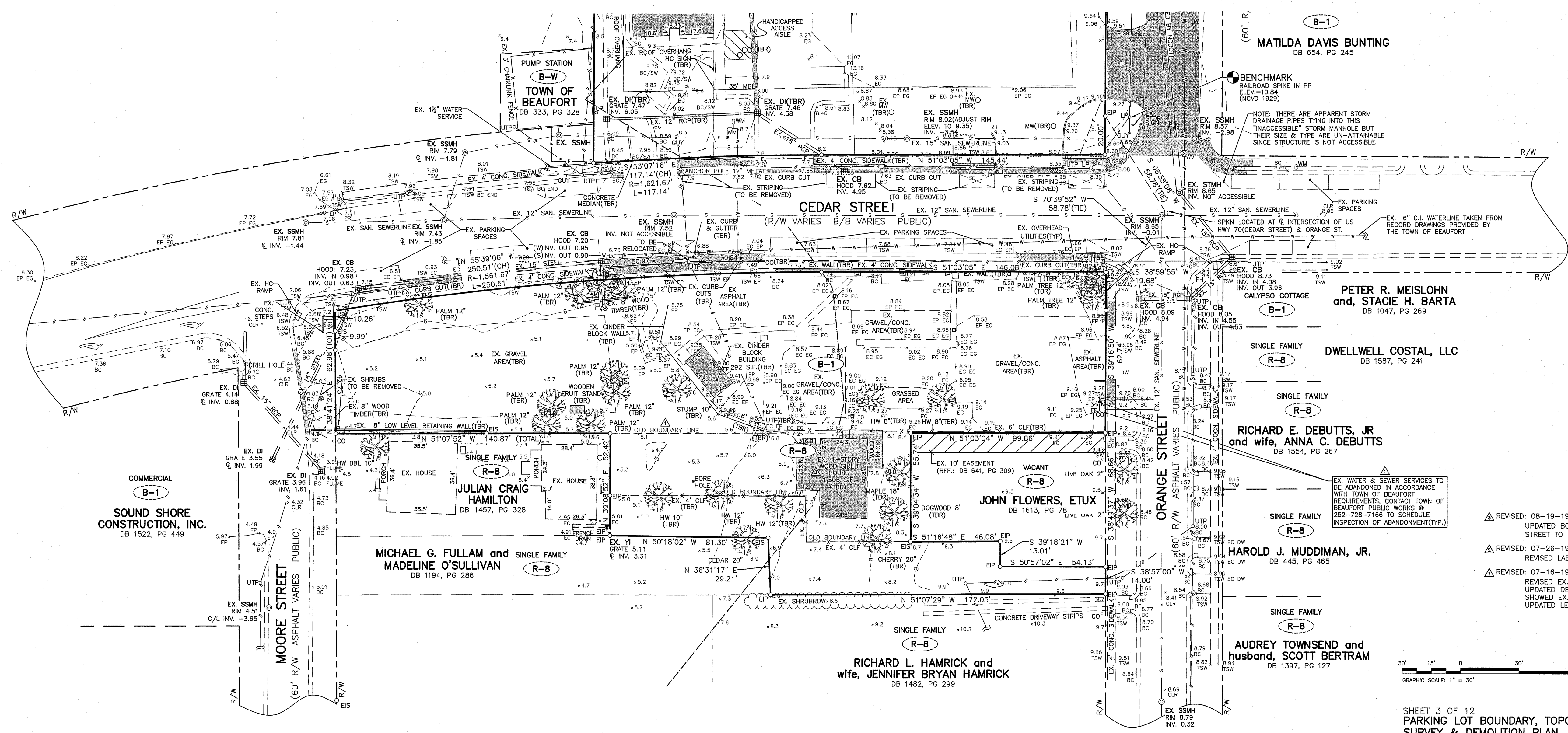
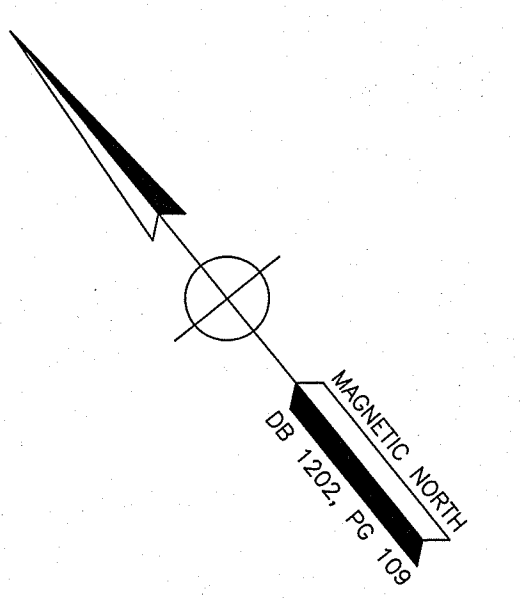
Y:\DRAWINGS\07-160 Beaufort Year Club\HOTEL-2017\SHEETS\DESIGN\SEA BOUNDARY & TOPO.dwg Tue, Sep 03, 2019 - 5:05pm RWELLS

LEGEND

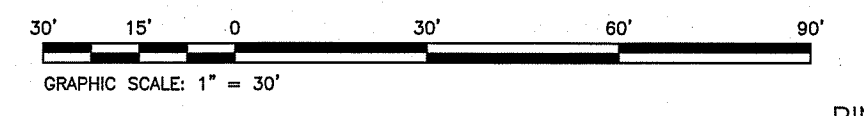
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- REVISD: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW) UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET TO REFLECT R/W CONVEYANCE
- REVISD: 07-26-19 (TOWN OF BEAUFORT COMMENTS)(NRW) REVISED LABEL TO SHOW EX. HOUSE EXTERIOR FINISH
- REVISD: 07-16-19 (TOWN OF BEAUFORT COMMENTS)(NRW) REVISED EX. WATER SERVICES UPDATED DESCRIPTIONS FOR EX. CONDITIONS SHOWED EX. LOT LINES UPDATED LEGEND



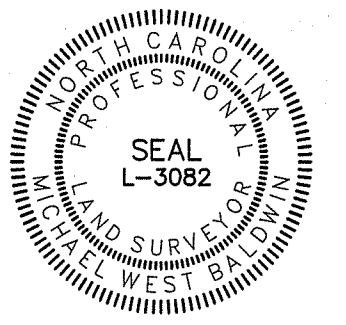
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 PIN #730617115739000

SURVEYOR'S CERTIFICATION

I, MICHAEL WEST BALDWIN, CERTIFY THAT THE BOUNDARY SURVEY, TOPOGRAPHICAL SURVEY, AND HORIZONTAL AND VERTICAL CONTROL SHOWN HEREON WERE COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN (SEE REFERENCES) OR FROM INFORMATION FOUND IN MAP BOOK N/A, PAGE N/A, OR AS REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A, PAGE N/A, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT ALL INTERIOR LOT LINES SHOWN ARE PROPOSED AND SHALL NOT BE USED FOR THE CONVEYANCE OF PROPERTY; THAT THE TOPOGRAPHICAL SURVEY WAS PERFORMED TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS AND IS AVAILABLE; THAT THE TOPOGRAPHIC DATA WAS OBTAINED ON 05/02/19; THAT THE SURVEY WAS COMPLETED ON 05/20/19; THAT THE CONTOURS SHOWN AS BROKEN LINES MAY NOT MEET THE STATED STANDARD; THAT VERTICAL CONTROL WAS ESTABLISHED AT THE SITE TO THE CLASS "A" STANDARD; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA" (21 NCAC 56.100).

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 20th DAY OF JUNE, 2019.

SIGNED: MICHAEL WEST BALDWIN PLS L-3082



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 1-800-632-4949

- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

DEMOLITION NOTES

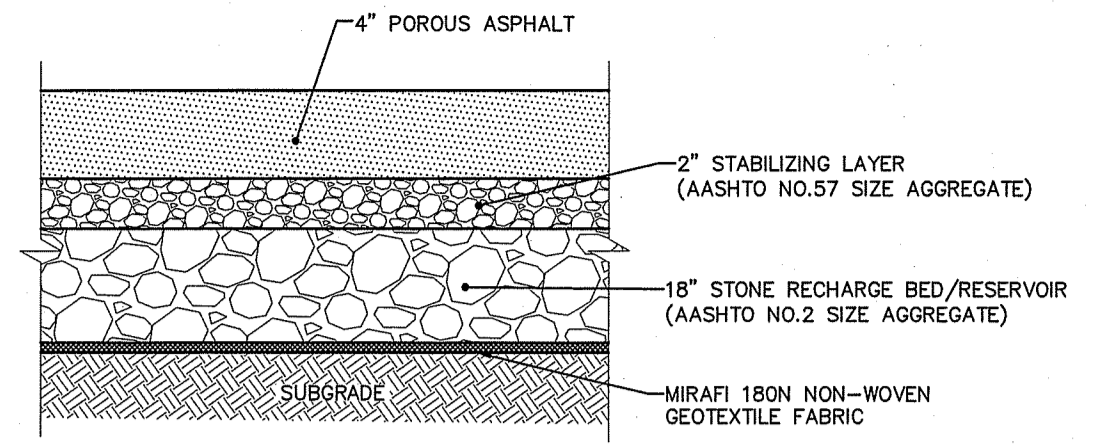
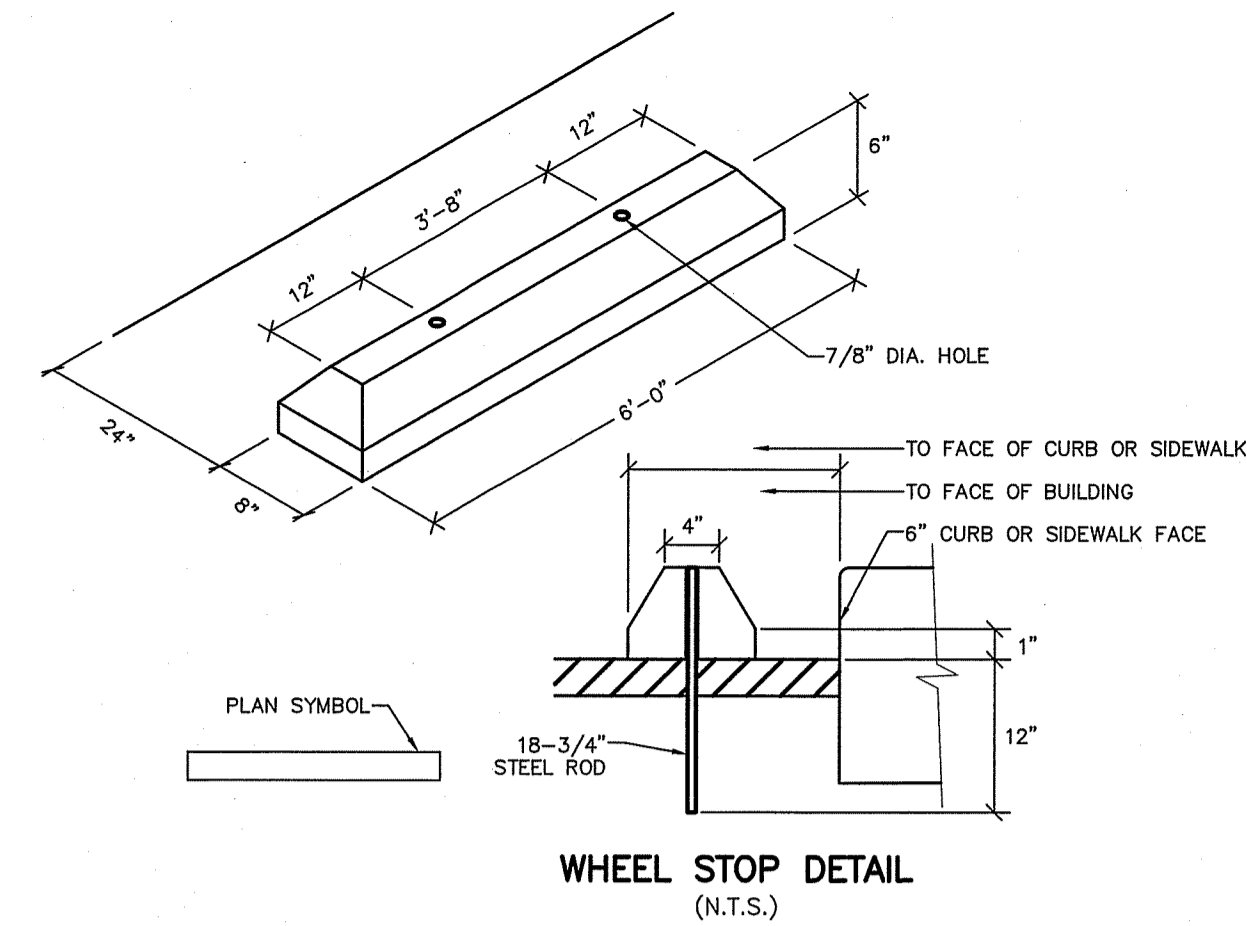
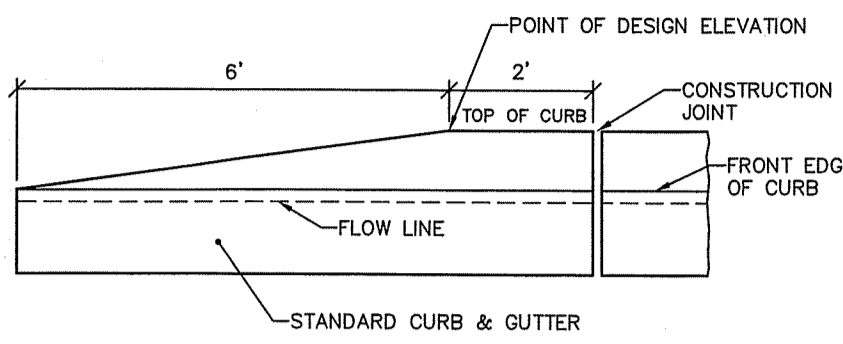
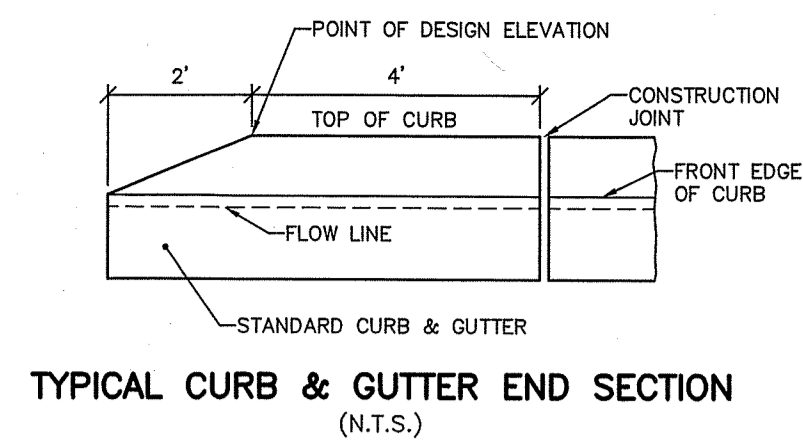
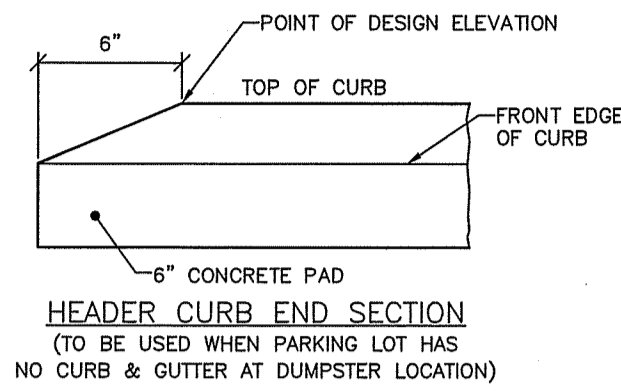
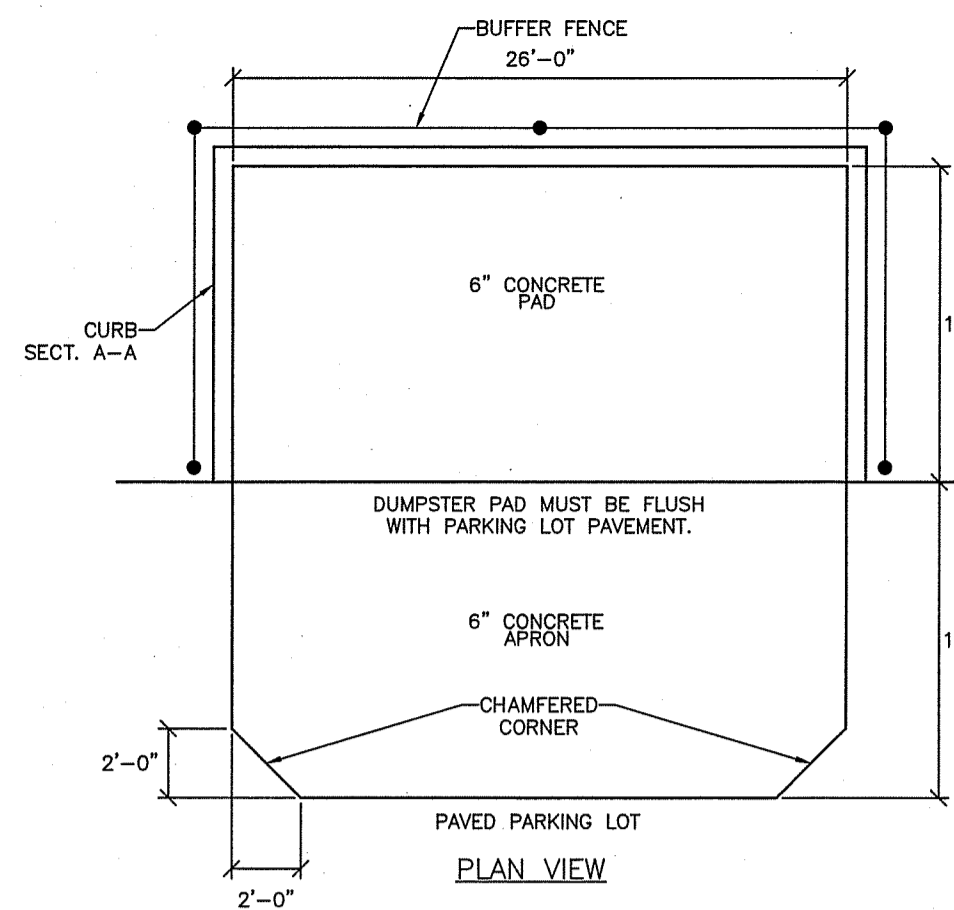
- CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION AND SEQUENCING OF DEMOLITION AS DESCRIBED BY THESE DOCUMENTS AND SPECIFICATIONS. CONTRACTOR SHALL OBTAIN ALL PERMITS.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF DEMOLITION OR RELOCATION WITH APPLICABLE UTILITY COMPANIES, IE, GAS, CABLE, POWER, TELEPHONE, WATER, SEWER, ETC.
- CONTRACTOR SHALL BE RESPONSIBLE TO IMMEDIATELY FIX ANY ACTIVE UTILITIES DAMAGED DURING CONSTRUCTION AT CONTRACTORS EXPENSE.
- ALL MATERIAL GENERATED BY THE DEMOLITION WILL BE HAULLED FROM THE SITE AND DISPOSED OF PER LOCAL ORDINANCES.
- SAW-CUT CONCRETE AND ASPHALT PAVEMENT, SIDEWALK OR CURB AND GUTTER BEFORE EXCAVATION WHERE CONSTRUCTION PLANS SHOW TIE-INS.
- SAW-CUTS TO BE PERPENDICULAR TO PAVEMENT/CURB EDGE.
- CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL DURING CONSTRUCTION PER WORK AREA TRAFFIC CONTROL HANDBOOK STANDARDS, (W.A.T.C.H.).
- DEMOLITION OF STORM DRAINAGE AND SANITARY SEWER SYSTEM(S) BY CONTRACTOR SHALL ALLOW FOR CONTINUOUS USE OF THE SYSTEM(S). ANY IMPACTS SHALL BE COORDINATED WITH THE CITY/COUNTY AND/OR THE UTILITY PROVIDER.

CLOSURE CHECK BOUNDARY	
CHECKED: NRW	DATE: 06/19/19

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
 BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BEAUFORT PARTNERS, LLC	OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 14165 NEW BERN, NC 28561	ADDRESS: P.O. BOX 625 LAGRANGE, NC 28551
PHONE: (252) 635-7476	PHONE: (252) 559-0592

Baldwin Design CONSULTANTS, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27656	LICENSE# C-3498	SURVEYED: JP	APPROVED: MWB
CHECKED: MWB	DATE: 06/20/19	DRAWN: NRW	SCALE: 1" = 30'

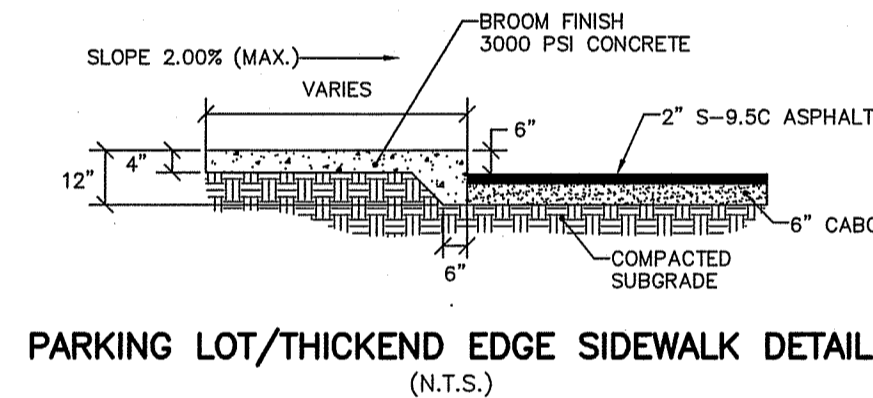
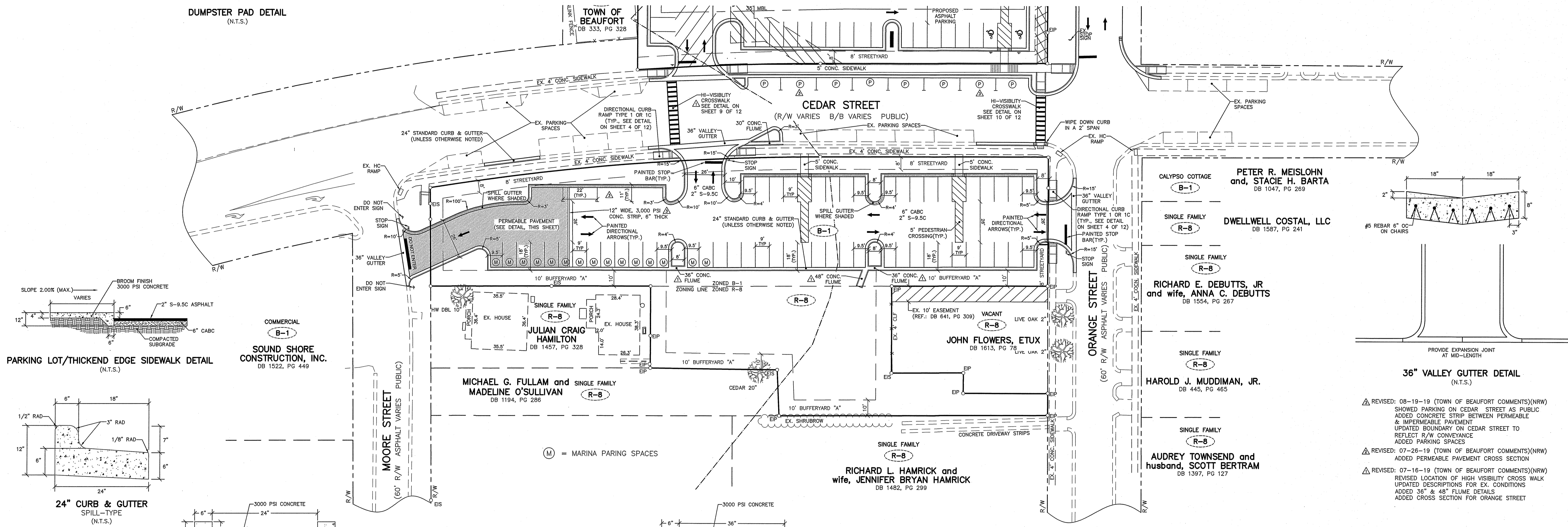


DUMPSTER PAD DETAIL (N.T.S.)

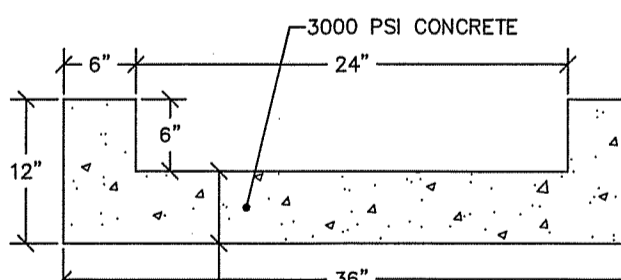
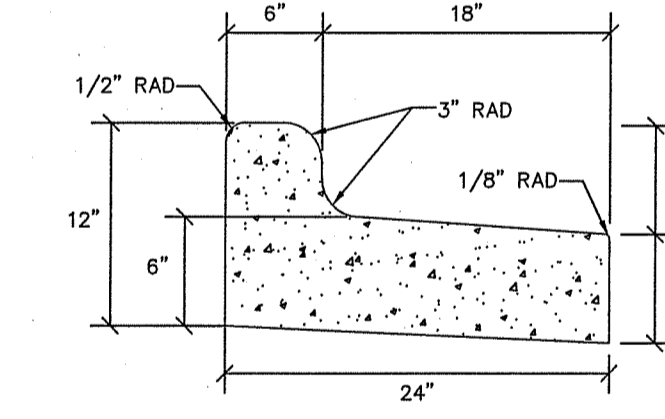
6' CURB & GUTTER END SECTION (N.T.S.)

WHEEL STOP DETAIL (N.T.S.)

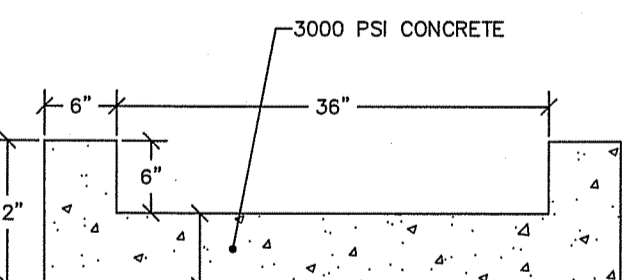
PERMEABLE PAVEMENT CROSS SECTION (N.T.S.)



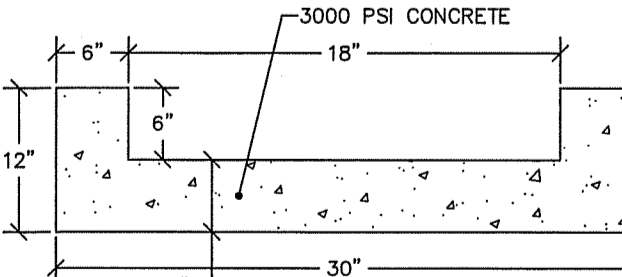
COMMERICAL B-1 SOUND SHORE CONSTRUCTION, INC. DB 1522, PG 449



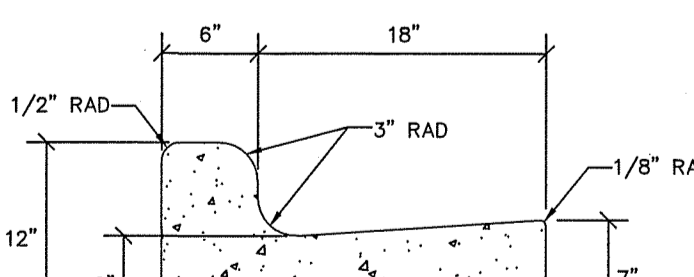
36" FLUME "B" DETAIL (N.T.S.)



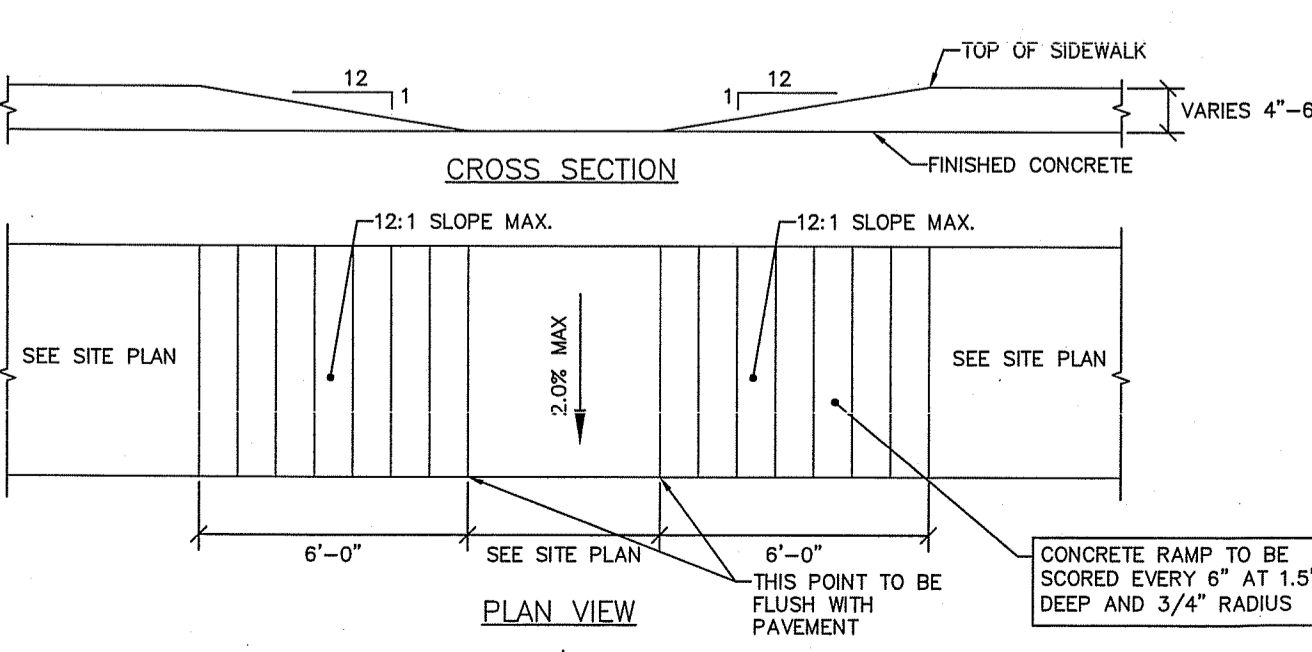
48" FLUME DETAIL (N.T.S.)



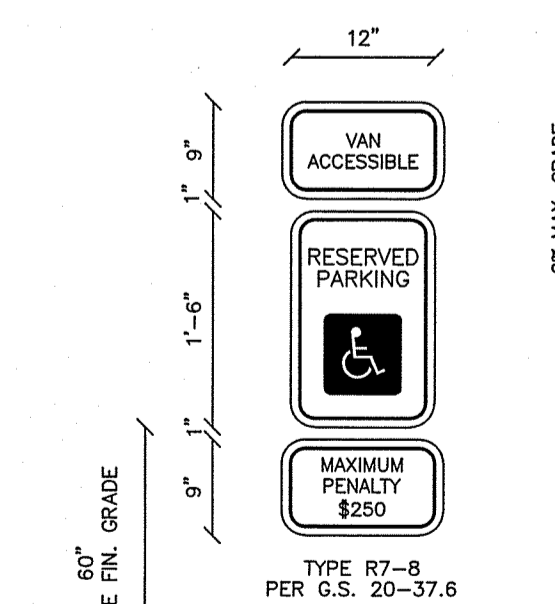
30" FLUME DETAIL (N.T.S.)



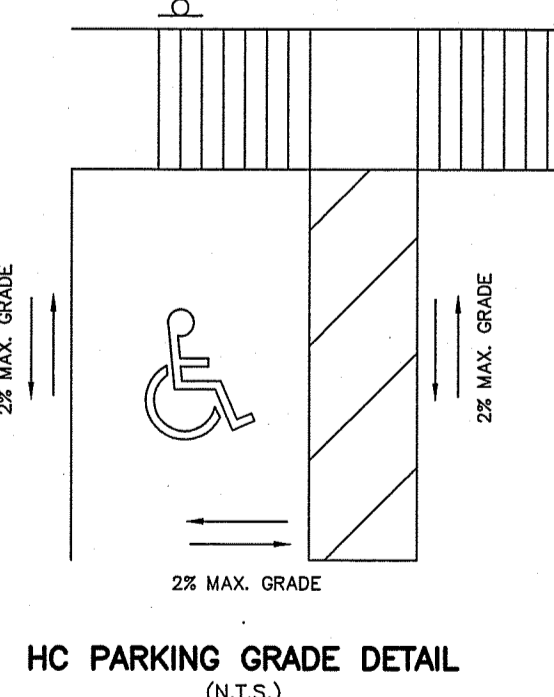
24" CURB & GUTTER STANDARD FACE (N.T.S.)



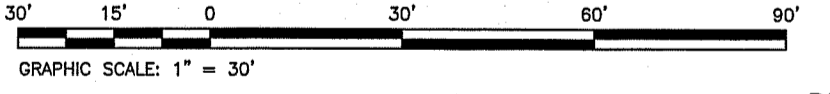
HANDICAPPED RAMP DETAIL WITHOUT CURB & GUTTER (N.T.S.)



TYPICAL HANDICAP PARKING SIGN (N.T.S.)



HC PARKING GRADE DETAIL (N.T.S.)



PIN #730617117934000
 PIN #730617114760000
 PIN #730617115739000
 PIN #730617114784000
 PIN #730617115739000

SHEET 5 OF 12 PARKING LOT SITE & STAKING PLAN



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 BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

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OWNER: BETTY APPERSON
 ADDRESS: P.O. BOX 625
 LAGRANGE, NC 28551
 PHONE: (252) 559-0592

Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27856 252.756.1390	DESIGNED: MWB	APPROVED: MWB
	DRAWN: NRW	DATE: 06/20/19
CHECKED: NRW	DATE: 06/19/19	CHECKED: MWB
		SCALE: 1" = 30'



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 1-800-632-4949

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- PARKING LOT STRIPING NOTES**
- ALL PARKING LOT STRIPING PAINT TO BE FEDERAL SPECIFICATION TRAFFIC PAINT.
 - PAINT COLOR MAY BE YELLOW OR WHITE (OWNER'S CHOICE)
 - PARKING LOT STRIPING IN HANDICAP ACCESS AREAS TO BE THE COLOR TO COMPLY WITH THE MOST CURRENT ADA REQUIREMENTS.
 - STRIPING WIDTH TO BE 4"
 - STRIPING PAINT TO BE WATER BASED SATIN WITH 40 MINUTE DRYING TIME.
 - RESIN TYPE: ACRYLIC LATEX COPOLYMER
 - VISCOSITY: 80-90 KU

GRADING AND EARTHWORK NOTES

1. CONTRACTOR SHALL CONTACT INSPECTOR 48 HOURS BEFORE CONSTRUCTION.
2. REFER TO EROSION CONTROL PLAN FOR CONSTRUCTION SEQUENCE REQUIREMENTS, (TO BE PROVIDED WITH DESIGN DEVELOPMENT DOCUMENTS).
3. ANY GRADING BEYOND THE DENUDED LIMITS INDICATED ON THE CONSTRUCTION DOCUMENTS IS A VIOLATION OF EROSION CONTROL ORDINANCES AND IS SUBJECT TO A FINE.
4. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNER(S).
5. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO OWNER ANY DISCREPANCIES FOUND BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS, AND SHALL WAIT FOR INSTRUCTIONS PRIOR TO PROCEEDING.
6. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES IN THE FIELD PRIOR TO BEGINNING CONSTRUCTION.
7. LIMITS OF CLEARING SHOWN ON GRADING PLAN ARE BASED UPON THE APPROXIMATE CUT AND FILL SLOPE LIMITS, OR OTHER GRADING REQUIREMENTS.
8. ALL ELEVATIONS ARE IN REFERENCE TO THE SITE BENCHMARK. CONTRACTOR VERIFY THE BENCHMARK PRIOR TO GROUND BREAKING.
9. THE PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN WITHIN ROADWAYS, PARKING LOTS, AND SIDEWALKS AREAS REFLECT FINISH ELEVATIONS INCLUDING PAVEMENT. REFER TO PAVEMENT CROSS SECTION DATA TO ESTABLISH CORRECT SUBBASE OR AGGREGATE COURSE ELEVATIONS TO BE COMPLETED UNDER THIS CONTRACT.
10. GRADES SHALL BE ESTABLISHED TO PROVIDE A SMOOTH SURFACE, FREE FROM IRREGULAR SURFACE CHANGES. GRADING SHALL COMPLY WITH COMPACTION REQUIREMENTS AND GRADE CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED.
11. WHERE NO SPOT GRADES ARE INDICATED, THE GRADE SHALL BE ESTABLISHED BASED ON INTERPOLATION OF THE ELEVATIONS BETWEEN ADJACENT SPOT GRADES WHILE MAINTAINING APPROPRIATE TRANSITION AT STRUCTURES AND PAVING, AND UNINTERRUPTED DRAINAGE FLOW INTO INLETS.
12. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE SUCH THAT RUNOFF WILL DRAIN BY GRAVITY FLOW ACROSS NEW GRADED AREAS TO NEW OR EXISTING DRAINAGE INLETS, OR SHEET OVERLOAD.
13. ALL SIDEWALKS, STAIRS, TERRACES AND OTHER PAVED AREAS SHALL SLOPE AWAY FROM BUILDING(S) AT A 2.0% SLOPE MINIMUM.
14. ALL FILL SHALL BE PLACED IN A MAXIMUM 8-INCH LIFTS AND COMPACTED, ALL FILL WITHIN LIMITS OF BUILDING AND PAVEMENT SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DENSITY WITHIN THE TOP 12 INCHES AND A MINIMUM 95% OF MAXIMUM STANDARD PROCTOR DENSITY BELOW 12-INCH DEPTH.
15. FILL WITHIN LANDSCAPE AREAS SHALL BE COMPACTED TO MINIMUM 90% OF MAXIMUM STANDARD PROCTOR DENSITY. MAXIMUM STANDARD PROCTOR DENSITIES SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D698.
16. ALL PROJECT SUBGRADE SHALL BE INSPECTED BY THE ENGINEER. IF THE ENGINEER DETERMINES THAT UNSATISFACTORY SOIL IS PRESENT, THE UNSATISFACTORY MATERIAL SHALL BE REMOVED AND REPLACED WITH COMPACTED BACKFILL. SUCH ADDITIONAL AUTHORIZED EXCAVATION SHALL BE PAID FOR ACCORDING TO THE CONTRACT PROVISIONS FOR UNIT PRICES.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL FILL AND BACKFILL MATERIAL WITHIN 3 PERCENT OF THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698. SOIL MATERIAL THAT EXCEEDS THE OPTIMUM MOISTURE CONTENT BY 3 PERCENT OR MORE, AND IS TOO WET TO COMPACT TO THE SPECIFIED DRY UNIT WEIGHT, SHALL BE SCARIFIED AND AIR DRIED, LIME STABILIZED, OR REMOVED AND REPLACED.
18. CONTRACTOR SHALL PROVIDE ALL DEWATERING MEASURES NECESSARY, INCLUDING WELL POINTS, SUMP PUMPS, TEMPORARY SHORING, ETC., TO ENSURE COMPLETION OF STABLE EXCAVATION AND BACKFILL OPERATIONS. GROUNDWATER SHALL BE MAINTAINED A MINIMUM OF 2 FT. BELOW THE BOTTOM OF ALL EXCAVATIONS.
19. CONTRACTOR SHALL CONSULT WITH THE ENGINEER AND PROVIDE ANY AND ALL SHORING DETERMINED TO BE NECESSARY TO PROTECT EXISTING BUILDING FOUNDATIONS OR OTHER ADJACENT IMPROVEMENTS.
20. ALL GRADED OR DISTURBED AREAS BEYOND THE LIMITS OF PAVING, SIDEWALKS, BUILDINGS, ETC. THAT ARE NOT OTHERWISE LANDSCAPED PER LANDSCAPING PLAN, SHALL BE STABILIZED WITH A WEEDY BASIS AND AFTER EACH RAIN EVENT OF 1/2" OR MORE, FAILURE TO KEEP EROSION CONTROL DEVICES IN GOOD WORKING ORDER MAY RESULT IN ISSUANCE OF A STOP WORK ORDER OR CIVIL PENALTIES UP TO \$5000 PER DAY OF VIOLATION. SITES UTILIZING SEDIMENT TRAPS MUST ALSO SPECIFY A MAXIMUM DEPTH OF SEDIMENT PRIOR TO CLEAN OUT.
21. CONTRACTOR SHALL UNCOVER AND VERIFY THE DEPTH OF ALL UTILITY TIE-IN POINTS PRIOR TO CONSTRUCTION AND ORDERING OF ANY MATERIALS. IF CONDITIONS ARE ENCOUNTERED DIFFERENT FROM DRAWINGS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY AND ADJUSTMENTS SHALL BE DETERMINED.
22. SELECT FILL SHALL BE CLASS III, TYPE 2 SELECT MATERIAL.

EROSION CONTROL NOTES:

1. NO LAND DISTURBING ACTIVITY BEYOND THE REQUIRED TO INSTALL APPROPRIATE EROSION CONTROL MEASURES MAY NOT PROCEED UNTIL EROSION CONTROL MEASURES ARE INSPECTED AND APPROVED BY THE STATE.
2. SCHEDULING OF A PRE-CONSTRUCTION CONFERENCE WITH THE EROSION CONTROL INSPECTOR IS REQUIRED PRIOR TO INITIATING LAND DISTURBING ACTIVITIES. FOR INSPECTION PLEASE CALL (910) 796-7215. A 24-HOUR NOTICE IS REQUIRED.
3. SEED OR OTHERWISE PROVIDE GROUND COVER DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION FOR ALL DENUDED SLOPES WITHIN 7 DAYS FOR SLOPES STEEPER THAN 3:1 OR 14 DAYS FOR SLOPES FLATTER THAN 4:1.
4. CONTRACTOR SHALL INSPECT AND MAINTAIN ALL EROSION CONTROL DEVICES ON A WEEKLY BASIS AND AFTER EACH RAIN EVENT OF 1/2" OR MORE. FAILURE TO KEEP EROSION CONTROL DEVICES IN GOOD WORKING ORDER MAY RESULT IN ISSUANCE OF A STOP WORK ORDER OR CIVIL PENALTIES UP TO \$5000 PER DAY OF VIOLATION. SITES UTILIZING SEDIMENT TRAPS MUST ALSO SPECIFY A MAXIMUM DEPTH OF SEDIMENT PRIOR TO CLEAN OUT.
5. THE STATE ENGINEER RESERVES THE RIGHT TO REQUIRE ADDITIONAL EROSION CONTROL MEASURES SHOULD THE PLAN OR ITS IMPLEMENTATION PROVE TO BE INADEQUATE.
6. NO PERSON MAY INITIATE A LAND DISTURBING ACTIVITY BEFORE NOTIFYING THE STATE OF THE DATE OF THE LAND DISTURBING ACTIVITY.
7. ACCEPTANCE & APPROVAL OF THIS PLAN IS CONDITIONED UPON YOUR COMPLIANCE WITH FEDERAL AND STATE WATER QUALITY LAWS, REGULATIONS AND RULES. IN ADDITION, LOCAL CITY AND COUNTY ORDINANCES OR RULES MAY ALSO APPLY TO THIS LAND DISTURBING ACTIVITY. APPROVAL BY THE STATE DOES NOT SUPERSEDE ANY OTHER PERMIT OR APPROVAL.
8. THE STATE RESERVES THE RIGHT TO ENTER AND INSPECT ANY PROPERTY WITHIN ITS JURISDICTION FOR COMPLIANCE WITH THE SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.
9. IN ANY EVENT, SLOPES LEFT EXPOSED WILL BE PLANTED OR OTHERWISE PROVIDED WITH GROUND COVER, DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION WITHIN FOURTEEN (14) CALENDAR DAYS OF COMPLETION OF ANY PHASE OF GRADING.
10. MAINTAIN EROSION CONTROL MEASURES AS NECESSARY.

CONTACT PERSON RESPONSIBLE FOR MAINTENANCE:
JOSEPH E. THOMAS (252) 635-7476

NOTE: THERE WILL BE NO LARGE STOCKPILES AT THIS SITE. ALL TOPSOIL & SPOIL FROM EXCAVATED AREAS SHALL BE USED IN FILL SECTIONS AND TO TOP DRESS AREAS WHERE STRUCTURAL IMPROVEMENTS WILL NOT BE PLACED.

NOTE: ANY BORROW MATERIAL BROUGHT ON TO THIS SITE MUST BE FROM A LEGALLY OPERATED MINE OR OTHER APPROVED SOURCE. ANY SOIL WASTE THAT LEAVES THIS SITE CAN BE TRANSPORTED TO A PERMITTED MINE OR SEPARATELY PERMITTED CONSTRUCTION SITES WITHOUT ADDITIONAL PERMITS UNDER NCGS 74-49(7)(d). DISPOSAL AT ANY OTHER LOCATION WOULD HAVE TO BE INCLUDED AS A PERMIT REVISION FOR THIS APPROVAL.

CONSTRUCTION SCHEDULE:

1. OBTAIN PLAN APPROVALS AND ALL APPLICABLE PERMITS. (45 DAYS)
2. INSTALL TEMPORARY CONSTRUCTION ENTRANCE/EXIT. (1 DAY)
3. INSTALL SILT FENCE AS SHOWN ON PLANS. (1 DAY)
4. STRIP TOPSOIL, INSTALL BUILDING PAD & ROUGH GRADE PARKING LOT. (7 DAYS)
5. INSTALL UNDERGROUND UTILITIES. (7 DAYS)
6. INSTALL STONE, SIDEWALKS & CONCRETE PARKING. (7 DAYS)
7. STRIPE PARKING SPACES. (1 DAY)
8. FINE GRADE SLOPES, SEED AND MULCH ALL DISTURBED AREAS. (1 DAY)
9. CHECK EROSION CONTROL DEVICES PERIODICALLY FOR STABILITY & PERFORMANCE.
10. REMOVE EROSION CONTROL DEVICES ONCE VEGETATION IS ESTABLISHED @ +80%.

STORM DRAINAGE NOTES

1. ALL PIPE TO BE INSTALLED AND BEDDED PER MANUFACTURER'S SPECIFICATIONS.
2. NO VEHICULAR TRAFFIC SHALL BE ALLOWED ACROSS PIPES UNTIL A MINIMUM OF 2" OF COMPACTED COVER HAS BEEN INSTALLED, UNLESS OTHERWISE NOTED.
3. ALL CONSTRUCTION TO MEET OR EXCEED NCDOT AND LOCAL STANDARDS.

MAINTENANCE PLAN:

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUN-OFF PRODUCING RAINFALL, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. NEEDED REPAIR WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. SEDIMENT WILL BE REMOVED FROM THE SILT FENCE WHEN IT BECOMES 0.5 FEET DEEP.
3. ALL SEEDING AREA WILL BE FERTILIZED, RE-SEEDING AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATION IN THE VEGETATIVE PLAN TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
4. ALL TEMPORARY EROSION CONTROL MEASURES WILL BE REMOVED UPON COMPLETION OF CONSTRUCTION AND STABILIZATION OF GRADES.

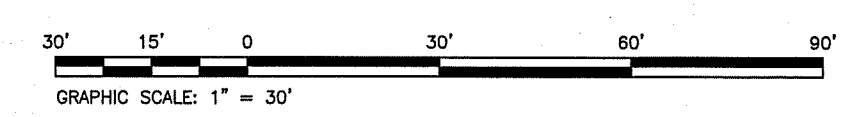
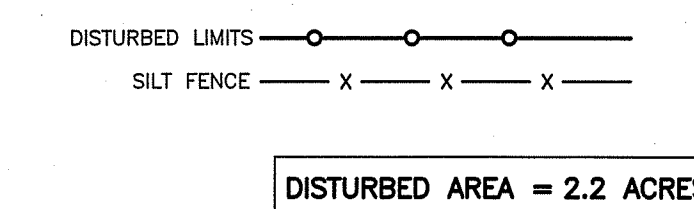


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NOTE TO CONTRACTOR: CONTACT PROJECT ENGINEER IN CASE OF CONFLICT BETWEEN 15" RCP(OUT OF CB#5) & 10" FORCE MAIN. 15" RCP MIGHT NEED TO BE RUN AT A STEEPER GRADE OR LOWERING OF FORCE MAIN MAY BE REQUIRED.

REVISD: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW) UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET TO REFLECT R/W CONVEYANCE
REVISD: 07-16-19 (TOWN OF BEAUFORT COMMENTS)(NRW) REVISED CONTOURS AND ELEVATIONS UPDATED DESCRIPTIONS FOR EX. CONDITIONS ADDED & REVISED STORM PIPE RELATED 15" DRAINAGE EASEMENT RELOCATED FDC CONNECTION



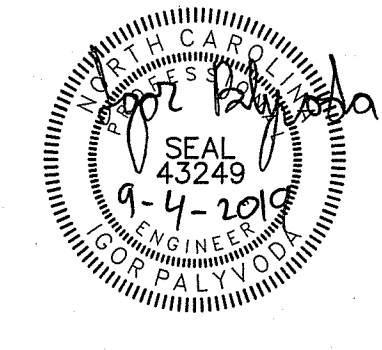
SHEET 6 OF 12
HOTEL & AMENITIES GRADING, PAVING, STORM DRAINAGE, EROSION CONTROL & UTILITIES PLAN



PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

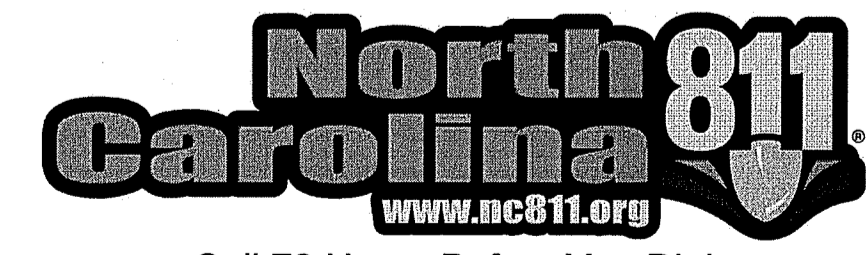
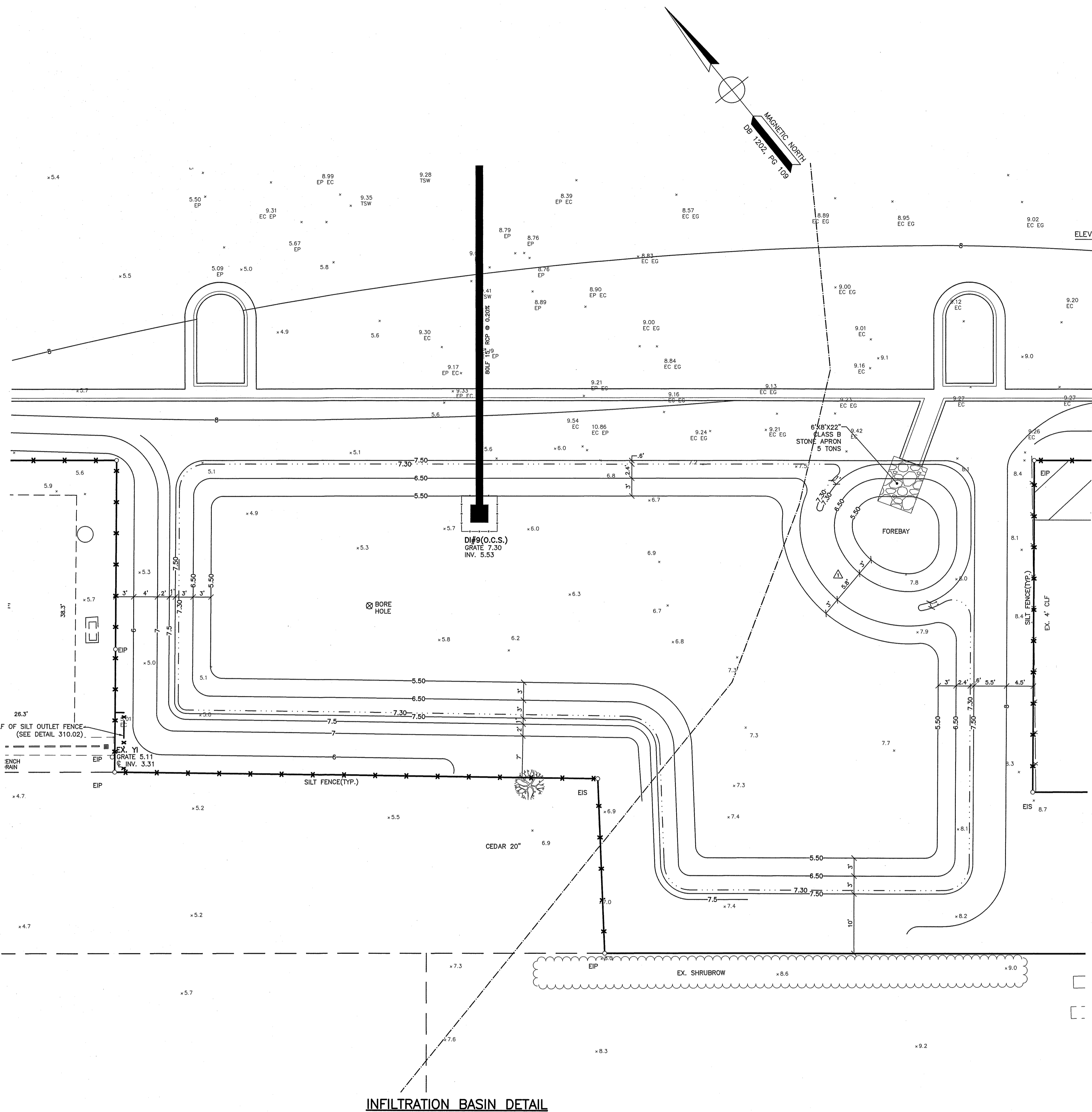
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Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27658 252.756.1390	DESIGNED: IP DRAWN: NRW CHECKED: IP/MWB	APPROVED: IP DATE: 06/20/19 SCALE: 1" = 30'
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Y:\DRAWINGS\07-160 Beaufort Youth Club\NOTEL-2017\17SHEETS\DESIGN SET\GRADING & UTILITIES.dwg Fri, Aug 23, 2019 - 10:40am RWELLS

Y:\DRAWINGS\07-160 Beaufort Tech\Chab\HOTEL-2017\A\SHEETS\DEO SET\STORMWATER.dwg, Tue, Sep 03, 2019 - 5:05pm RWELLS

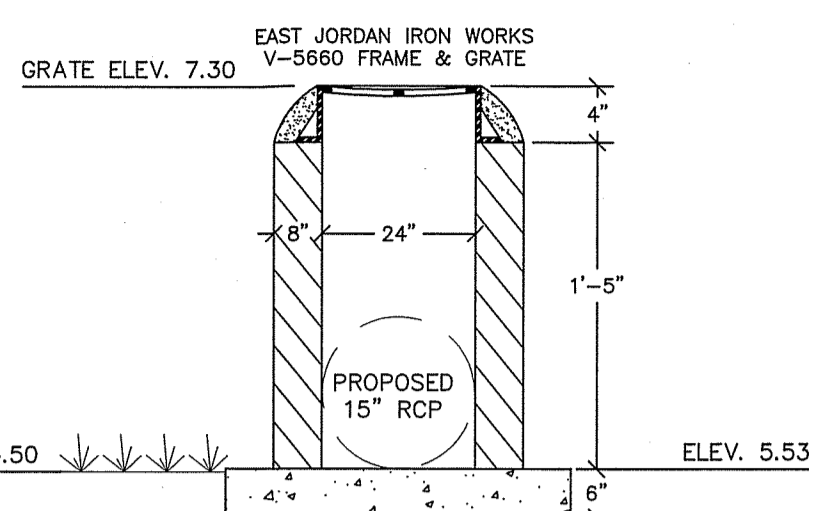


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- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

- MAINTENANCE NOTES:**
- THE DRAINAGE AREA WILL BE CAREFULLY MANAGED TO REDUCE THE SEDIMENT LOAD TO THE INTEGRATION BASIN.
 - NO PORTION OF THE INTEGRATION BASIN WILL BE FERTILIZED AFTER THE INITIAL FERTILIZATION THAT IS REQUIRED TO ESTABLISH THE VEGETATION. LIME MAY BE ALLOWED IF VEGETATION IS PLANTED ON THE SURFACE OF THE INTEGRATION SYSTEM AND A SOIL TEST SHOWS THAT IT IS NEEDED.
 - THE VEGETATION IN AND AROUND THE BASIN WILL BE MAINTAINED AT A HEIGHT OF FOUR TO SIX INCHES.

AFTER THE INTEGRATION BASIN IS ESTABLISHED, IT WILL BE INSPECTED ONCE A QUARTER AND WITHIN 24 HOURS AFTER EVERY STORM EVENT GREATER THAN 1.5 INCHES. RECORDS OF OPERATION AND MAINTENANCE WILL BE KEPT IN A KNOWN SET LOCATION AND WILL BE AVAILABLE UPON REQUEST.



DROP INLET #9 (OUTLET CONTROL STRUCTURE)
24"x24" INSIDE DIMENSION (N.T.S.)

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
HALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR
BRICK JUNCTION BOX
(WITH OPTIONAL MANHOLE)
12" THRU 66" PIPE

SECTION X-X
SECTION Y-Y

OUTLET ELEVATION
C-C OR D-D
DOWEL

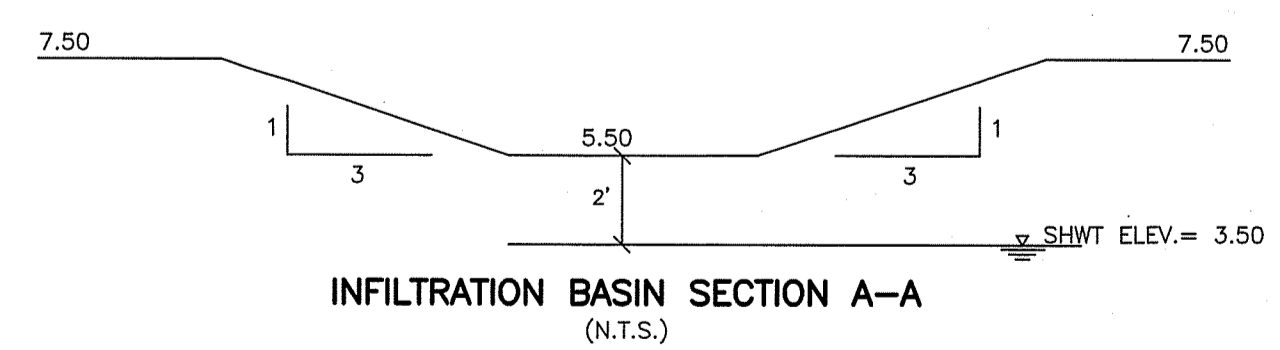
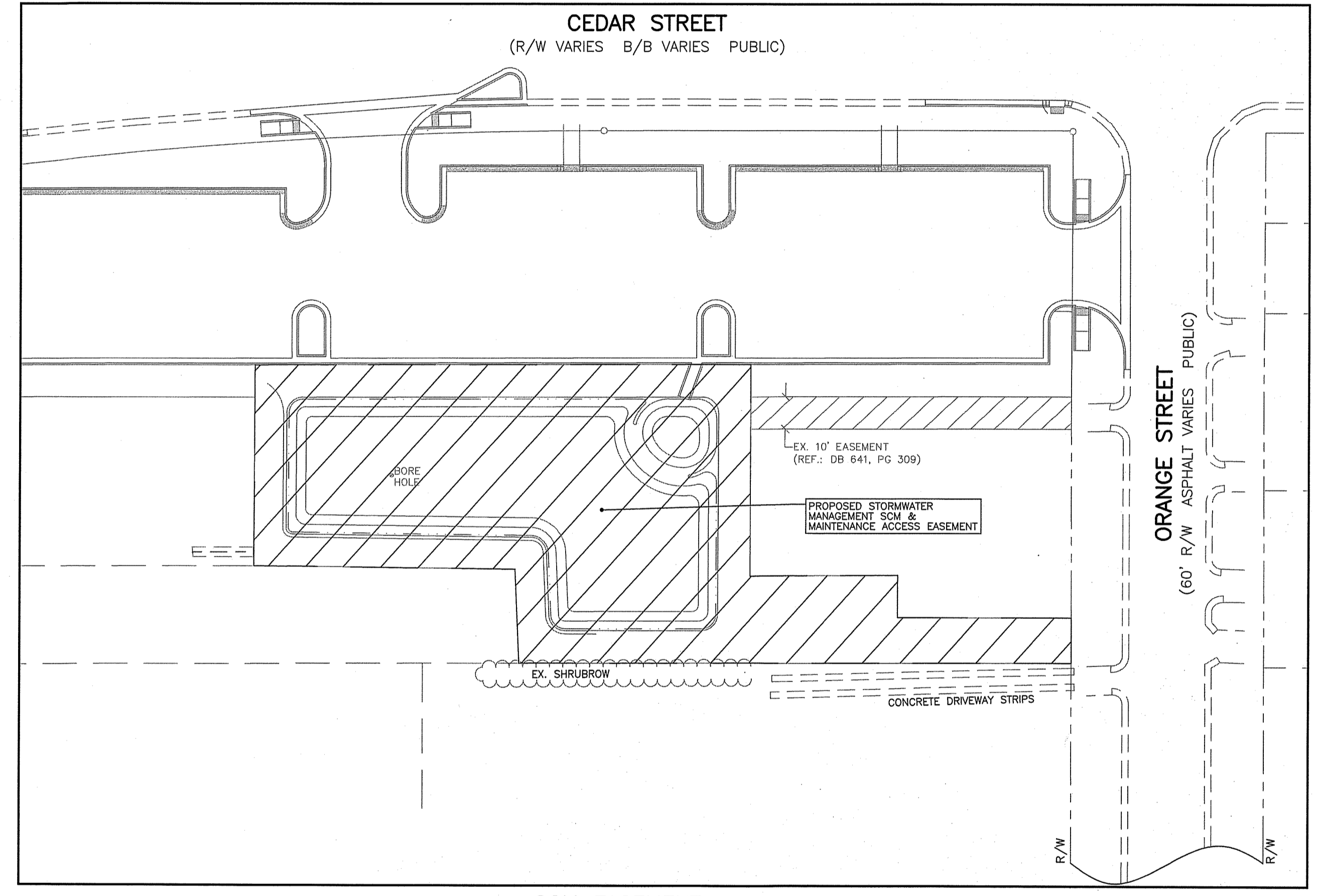
DIMENSIONS OF BOX AND PIPE		DIMENSIONS AND QUANTITIES FOR BRICK JUNCTION BOXES		CONCRETE VOLUME		BRICK MASONRY		DESCRIPTION FOR ONE PIPE (C.P. R.C.)	
D	H	NO.	CONC.	TOP SURF. AREA	CONC.	NO.	BRICK	PIPE DIA.	R.C.
12"	2'-0"	12	0.412	0.283	0.000	0.000	0.000	0.000	0.000
18"	2'-0"	12	0.412	0.283	0.000	0.000	0.000	0.000	0.000
24"	2'-0"	12	0.412	0.283	0.000	0.000	0.000	0.000	0.000
30"	2'-0"	12	0.412	0.283	0.000	0.000	0.000	0.000	0.000
36"	2'-0"	12	0.412	0.283	0.000	0.000	0.000	0.000	0.000
42"	2'-0"	12	0.412	0.283	0.000	0.000	0.000	0.000	0.000
48"	2'-0"	12	0.412	0.283	0.000	0.000	0.000	0.000	0.000
54"	2'-0"	12	0.412	0.283	0.000	0.000	0.000	0.000	0.000
60"	2'-0"	12	0.412	0.283	0.000	0.000	0.000	0.000	0.000
66"	2'-0"	12	0.412	0.283	0.000	0.000	0.000	0.000	0.000

SEE STANDARD 840.54 FOR MANHOLE COVER & FRAME
BRICK MAY BE USED TO ADJUST FRAME & COVER TO SURFACE ELEVATION MAX. 1"
SEE STANDARD 840.54 FOR MANHOLE COVER & FRAME
BRICK MAY BE USED TO ADJUST FRAME & COVER TO SURFACE ELEVATION MAX. 1"

GENERAL NOTES:
 -CHAMFER ALL EXPOSED CORNERS 1".
 -USE CLASS "AA" CONCRETE THROUGHOUT.
 -USE #4 BAR COILS AT 12" CENTERS.
 -MORTAR JOINTS 1/2" + 1/8" THICK.
 -CONCAVE TO ALL EXPOSED JOINTS.
 -USE FORMS TO CONSTRUCT THE BOTTOM SLAB.
 -CONCRETE BRICKS WILL BE PERMITTED. CONCRETE BRICK OR 4" SOLID CONCRETE BRICKS MAY BE USED IN LIEU OF CLAY BRICK.
 -FOR 12" TO 18" HEIGHT OR LESS, USE #4 WALL. OVER 18" TO 24" HEIGHT, USE 12" WALL TO 6" FROM TOP OF WALL, AND #4 WALL FOR THE REMAINDER 6". ADJUST DIMENSIONS AND QUANTITIES ACCORDINGLY.
 -IF REINFORCED CONCRETE PIPE IS SET IN BASE SLAB OF BOX, ADD TO BASE AS SHOWN ON STANDARD NO. 840.00.
 -PROVIDE ALL JOINTS SIZES OVER 1/2" IN DEPTH WITH STEPS 1/2" IN CENTER IN ACCORDANCE WITH STD. NO. 840.00.
 -ADJUST THE STEEL, CONCRETE AND BRICK MASONRY QUANTITIES TO INCLUDE THE ADDITION OF THE MANHOLE I.E. STAIRWAY BARS BETWEEN MANHOLE OPENING IN TOP SLAB. ADDITIONAL VARIABLE REINFORCING BRICK MASONRY, OPENING IN TOP SLAB.
 -BOX, CENTER OF THIS STRUCTURE FROM TOP OF BOTTOM SLAB TO TOP ELEVATION IS 18 TO 24 FEET.

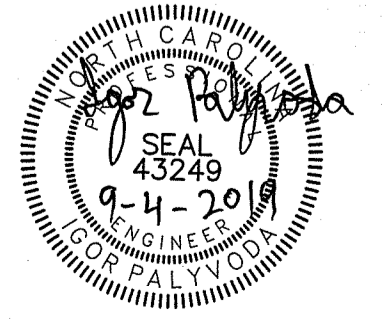
ENGLISH STANDARD DRAWING FOR
BRICK JUNCTION BOX
(WITH OPTIONAL MANHOLE)
12" THRU 66" PIPE

SHEET 1 OF 1
840.32



CUSTOM STAGE DATA (CONIC):

ELEVATION (ft)	SURFACE AREA (ft²)	INC. STORE (ft³)	CUM. STORE (ft³)
5.50	4,492	0	0
6.50	5,589	5,031	5,031
7.30	6,536	4,845	9,876
7.50	7,345	1,387	11,263



SHEET 8 OF 12
STORMWATER MANAGEMENT PLAN & DETAILS

COMPASS
MARGARITAVILLE, HOTELS & RESORTS

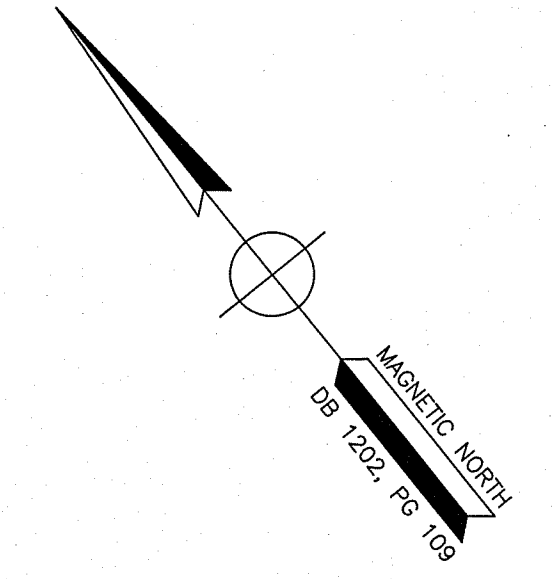
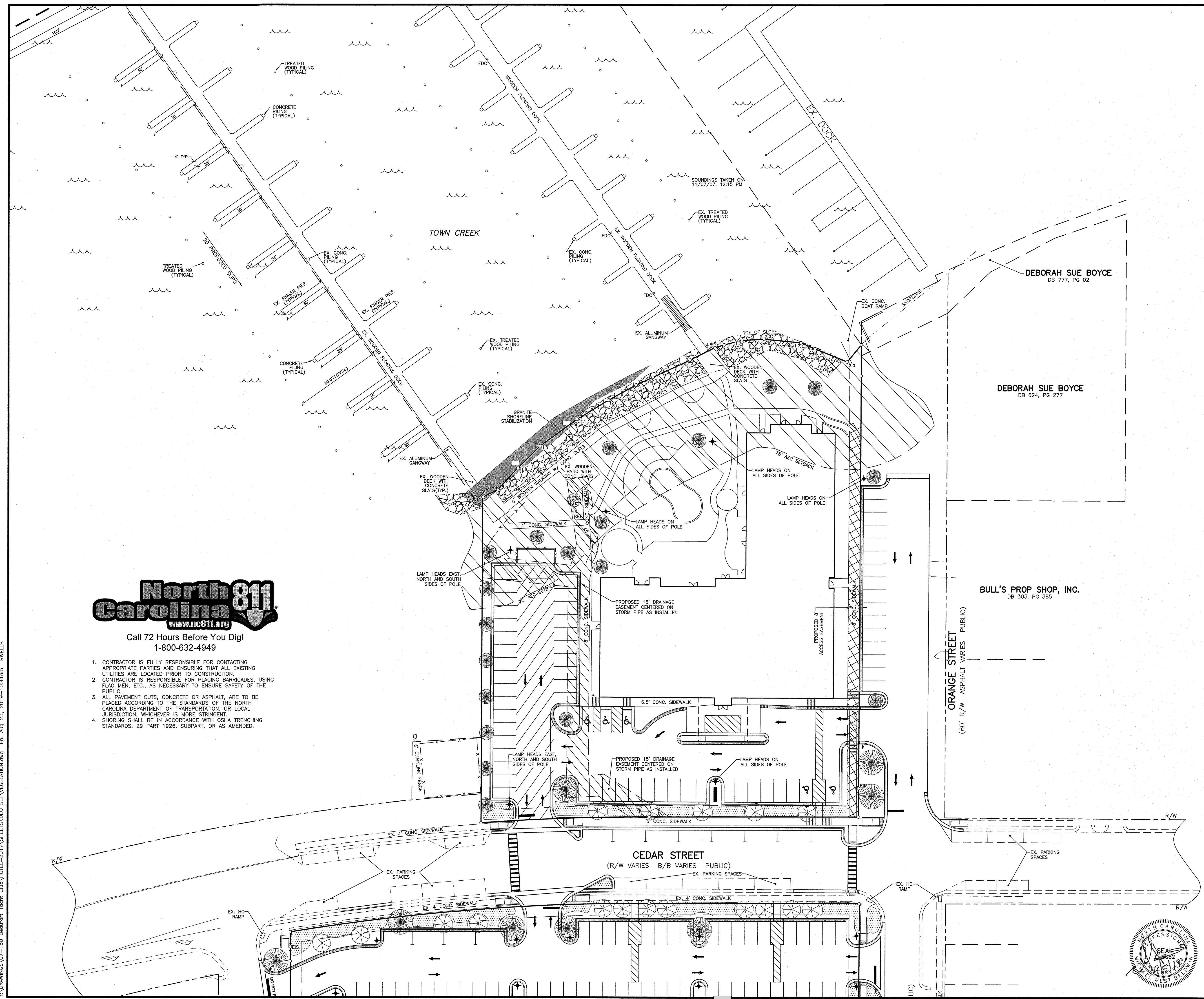
PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: **BEAUFORT PARTNERS, LLC**
ADDRESS: P.O. BOX 14165
NEW BERN, NC 28561
PHONE: (252) 635-7476

OWNER: **BETTY APPERSON**
ADDRESS: P.O. BOX 625
LAGRANGE, NC 28551
PHONE: (252) 559-0592

Baldwin Design Consultants, PA
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27658 252.756.1390

DESIGNED: IP
APPROVED: IP
DRAWN: NRW
DATE: 06/20/19
CHECKED: IP
SCALE: 1" = 00'



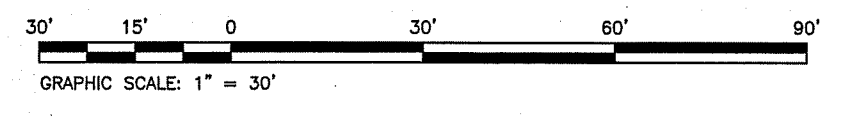
- LEGEND**
- PROPOSED LIVE OAK
 - PROPOSED FLOWERING DOGWOOD
 - PROPOSED WAX MYRTLE
 - PROPOSED AMERICAN HOLLY
 - PROPOSED DWARF AZALEA, COASTAL



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REVISED: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET TO REFLECT R/W CONVEYANCE



SHEET 9 OF 12
HOTEL & AMENITIES SITE VEGETATION PLAN

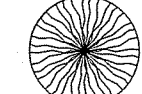
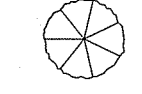
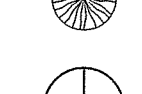
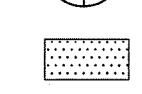



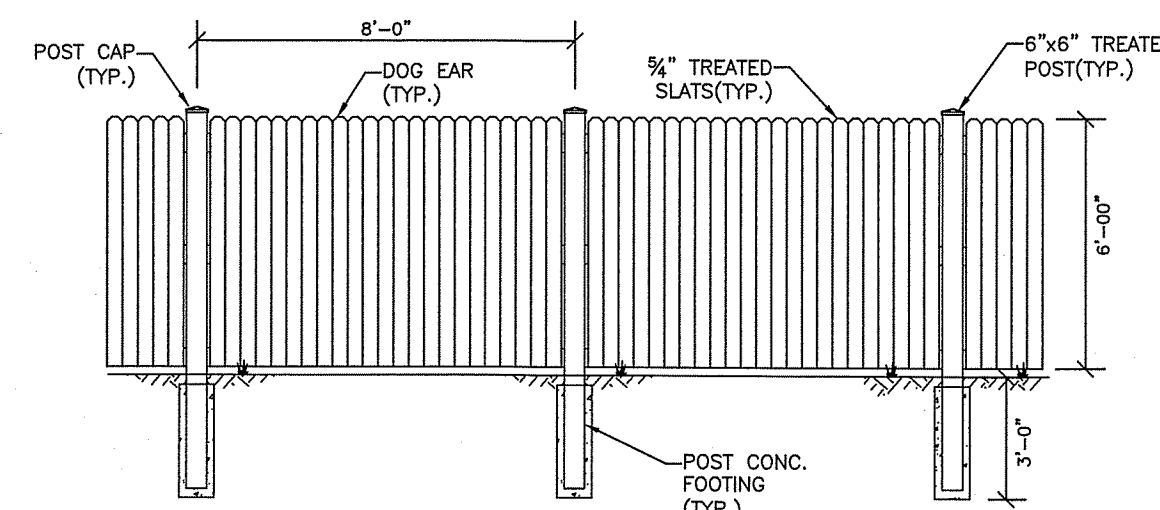
PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BEAUFORT PARTNERS, LLC	OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 14165 NEW BERN, NC 28561	ADDRESS: P.O. BOX 625 LAGRANGE, NC 28551
PHONE: (252) 635-7476	PHONE: (252) 559-0592

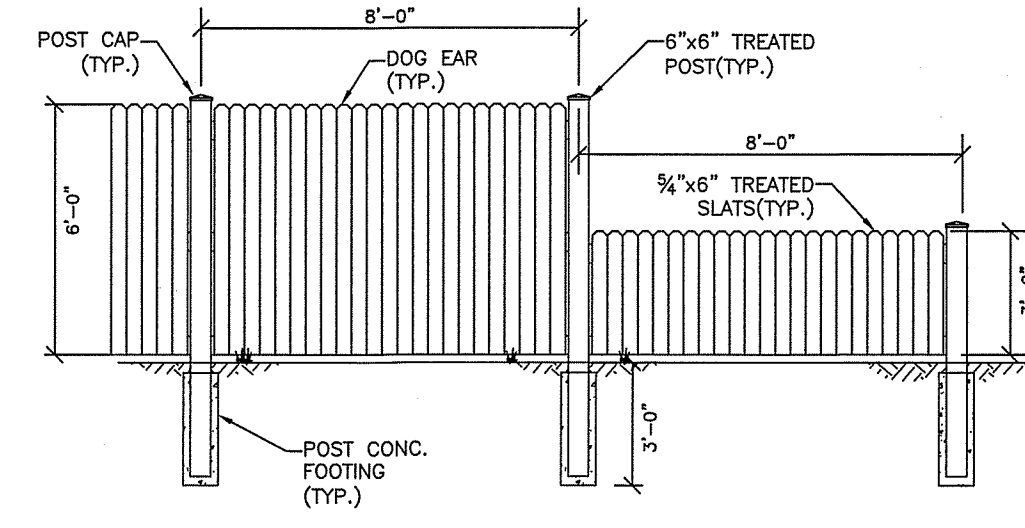
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	DRAWN: NRW	DATE: 06/20/19
	CHECKED: MWB	SCALE: 1" = 30'
	BALDWIN DESIGN CONSULTANTS, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27658 252.756.1390	

Y:\DRAWINGS\07-160 Beaufort Youth Club\HOTEL-2017\SHEETS\DEO SET VEGETATION.dwg Fri, Aug 23, 2019 - 10:41 am RWELLS

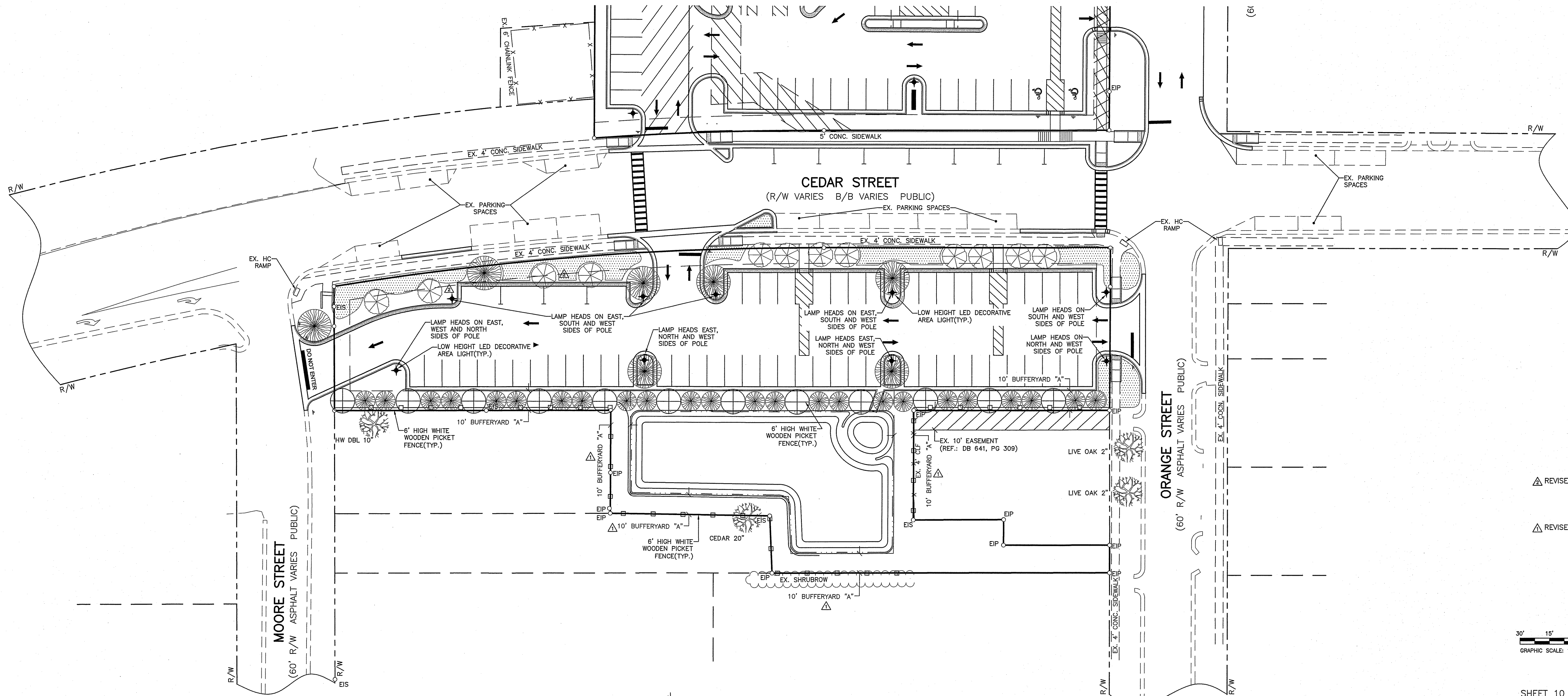
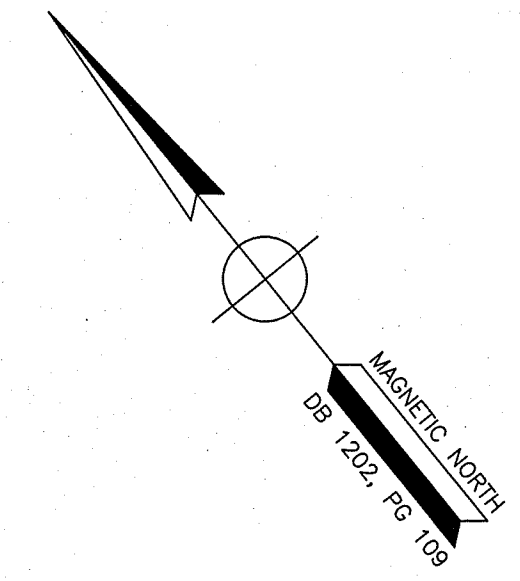
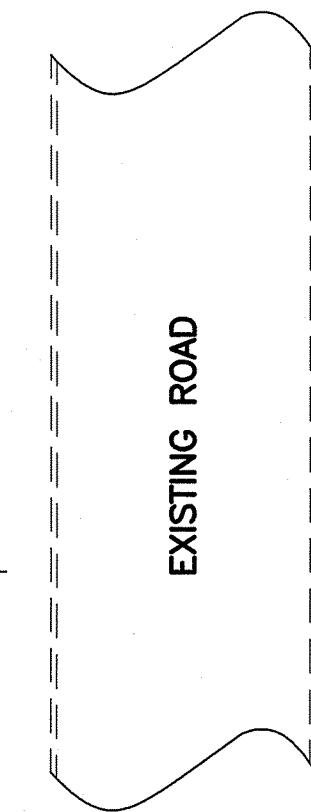
- LEGEND**
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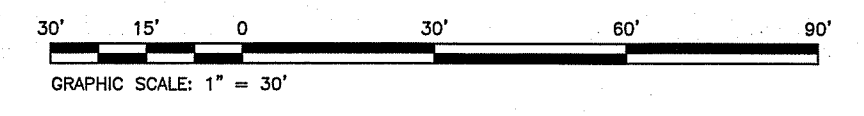
6' WOOD PRIVACY FENCE DETAIL
SCALE: N.T.S.



3' TO 6' FENCE TRANSITION DETAIL AT ENTRANCES
SCALE: N.T.S.



- ▲ REVISED: 08-19-19 (TOWN OF BEAUFORT COMMENTS)(NRW) UPDATED BOUNDARY ON SOUTH SIDE OF CEDAR STREET TO REFLECT R/W CONVEYANCE REVISED VEGETATION AND LIGHTING AROUND ADDITIONAL PARKING SPACES
- ▲ REVISED: 07-26-19 (TOWN OF BEAUFORT COMMENTS)(NRW) LABELED BUFFERYARDS AROUND POND

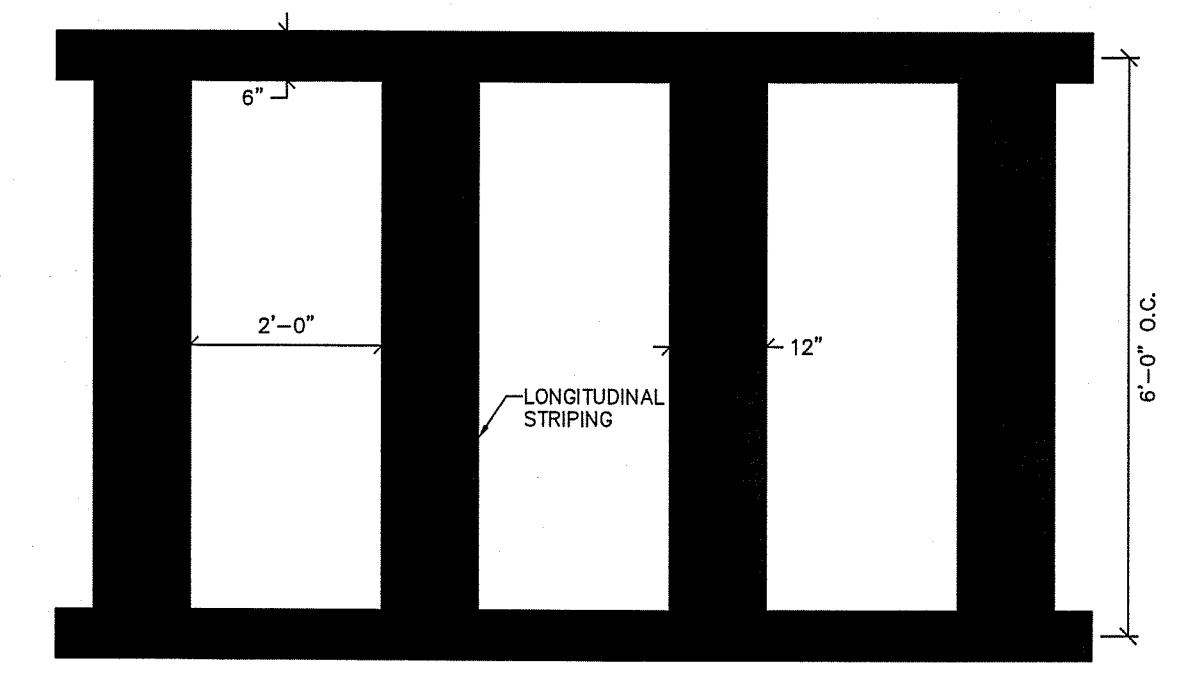


SHEET 10 OF 12
PARKING LOT SITE VEGETATION PLAN

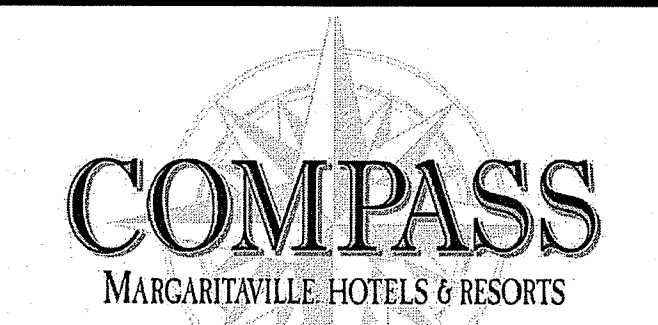
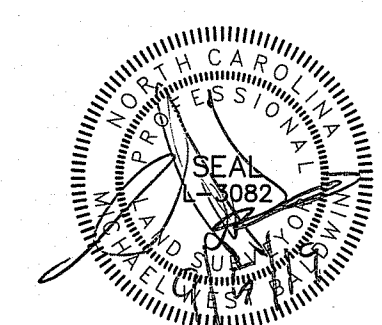


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CROSSWALK
(N.T.S.)

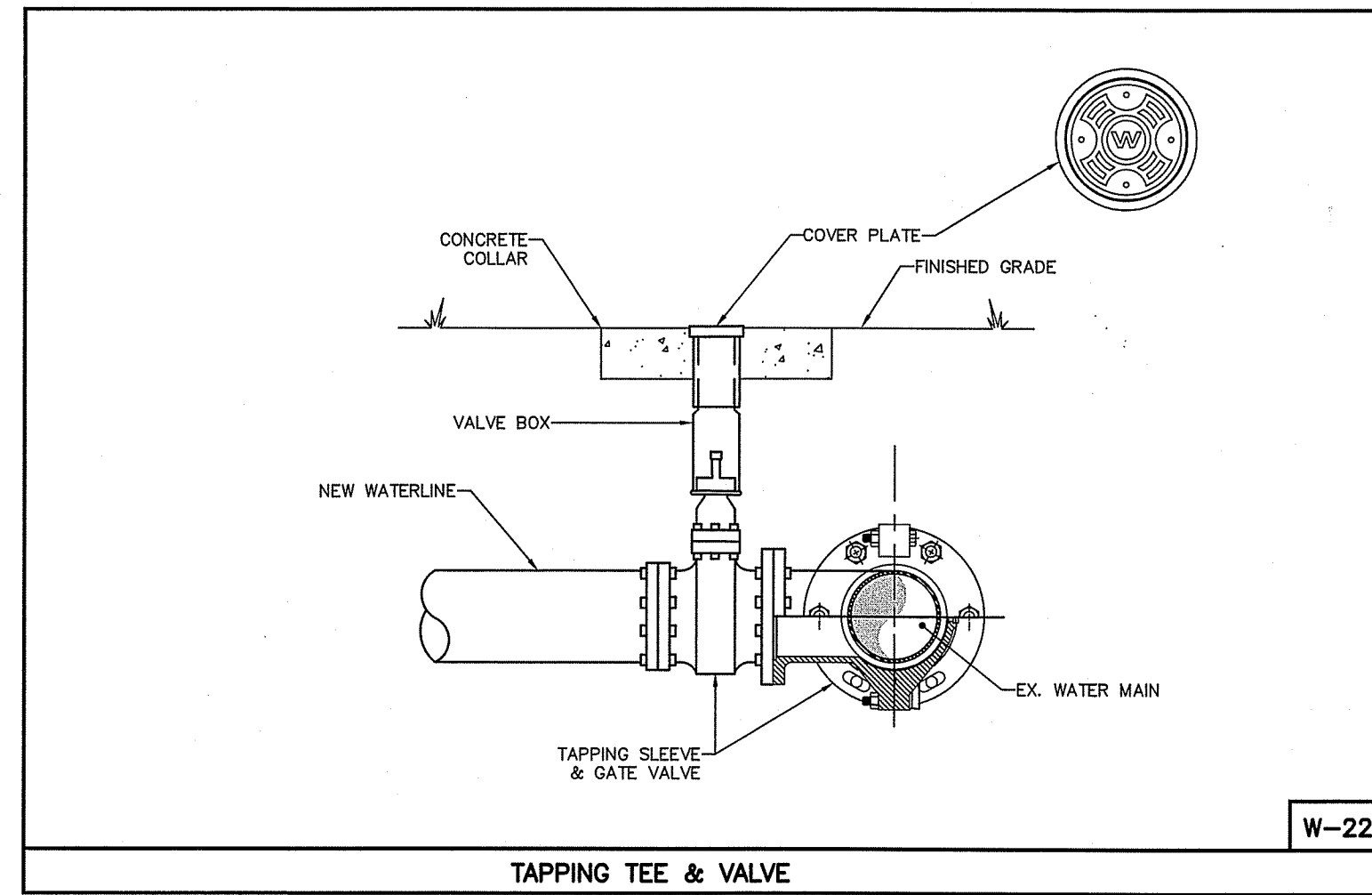
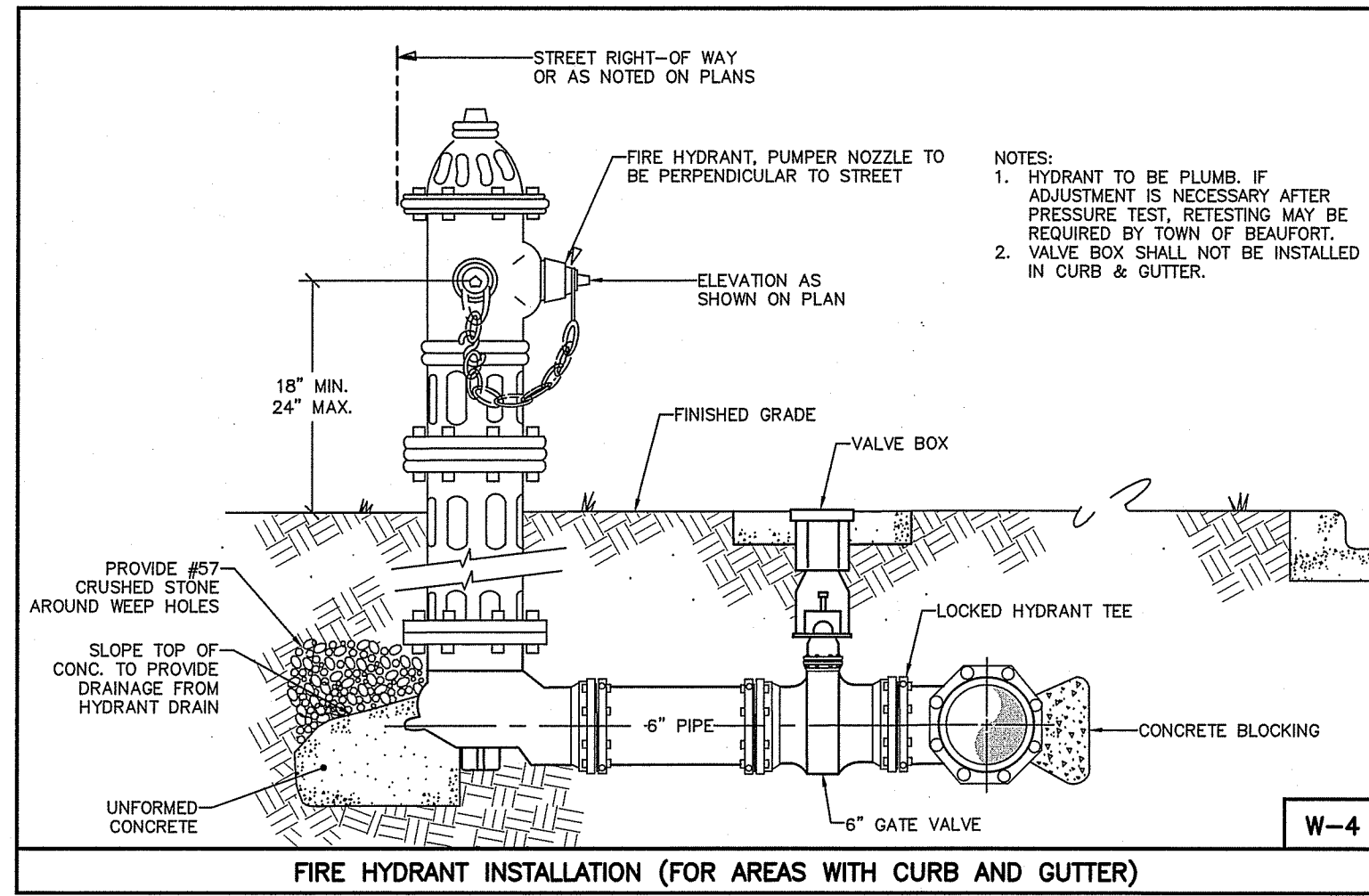


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Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390	DESIGNED: MWB DRAWN: NRW CHECKED: MWB	APPROVED: MWB DATE: 06/20/19 SCALE: 1" = 30'
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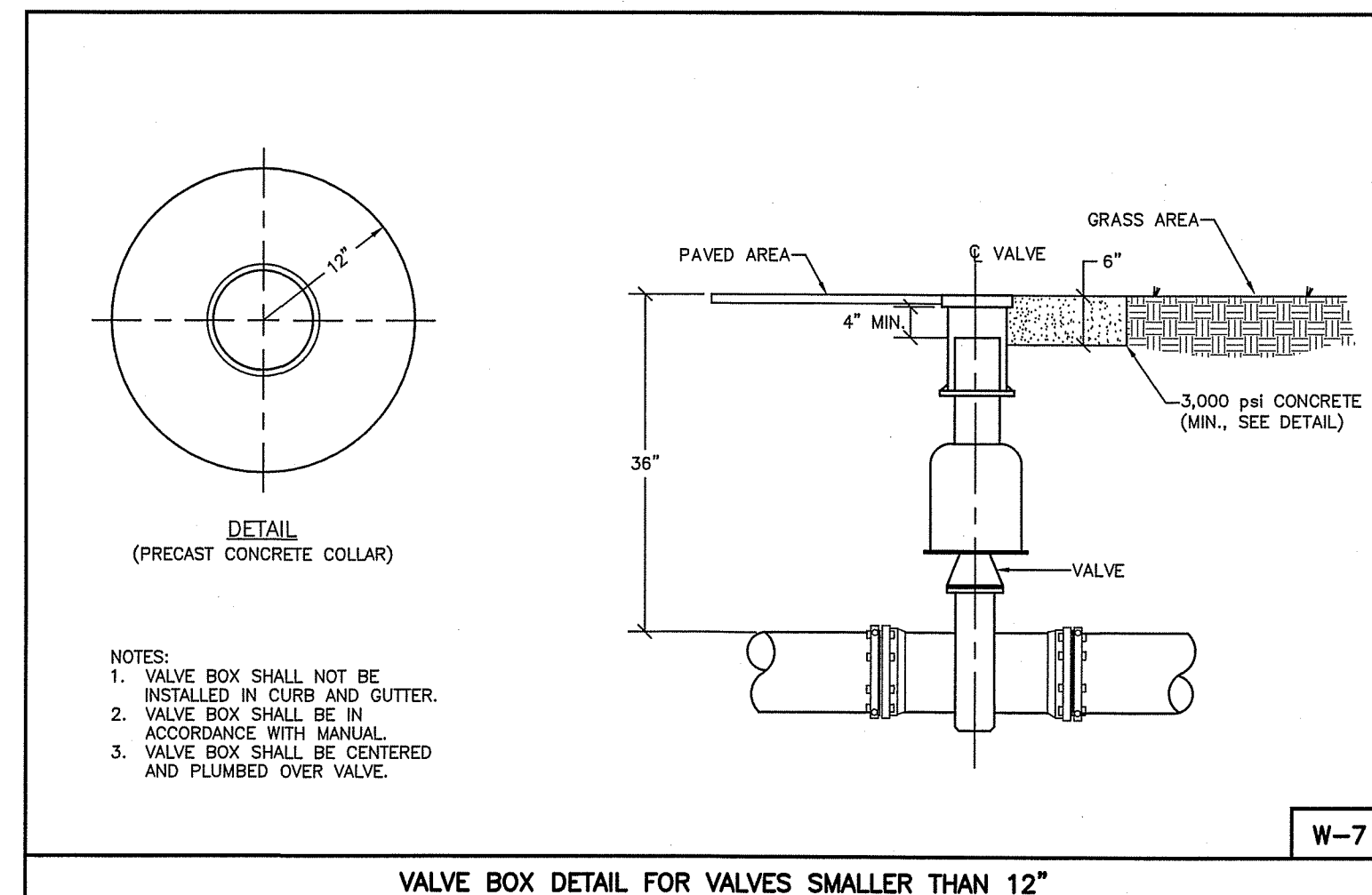
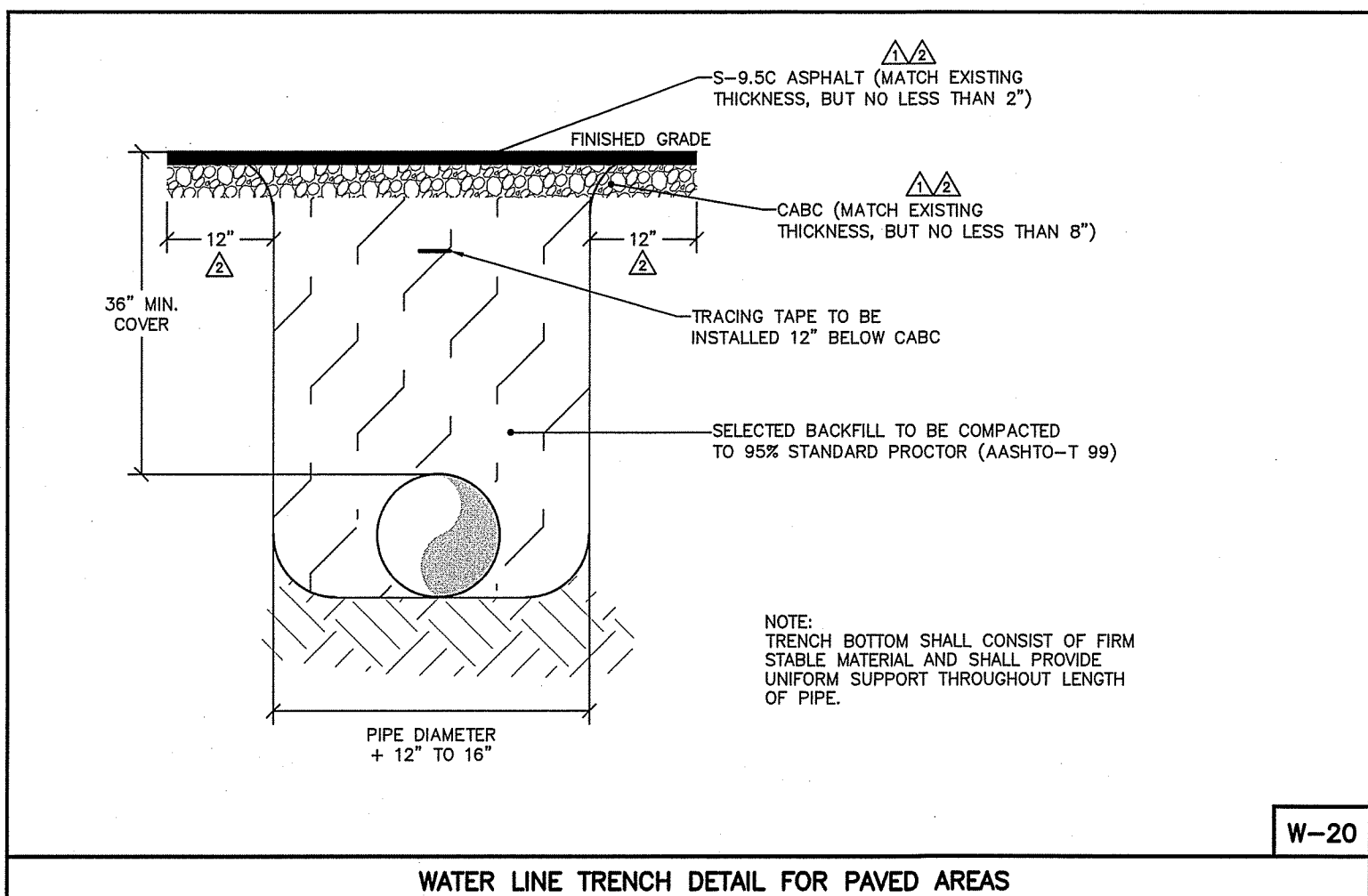
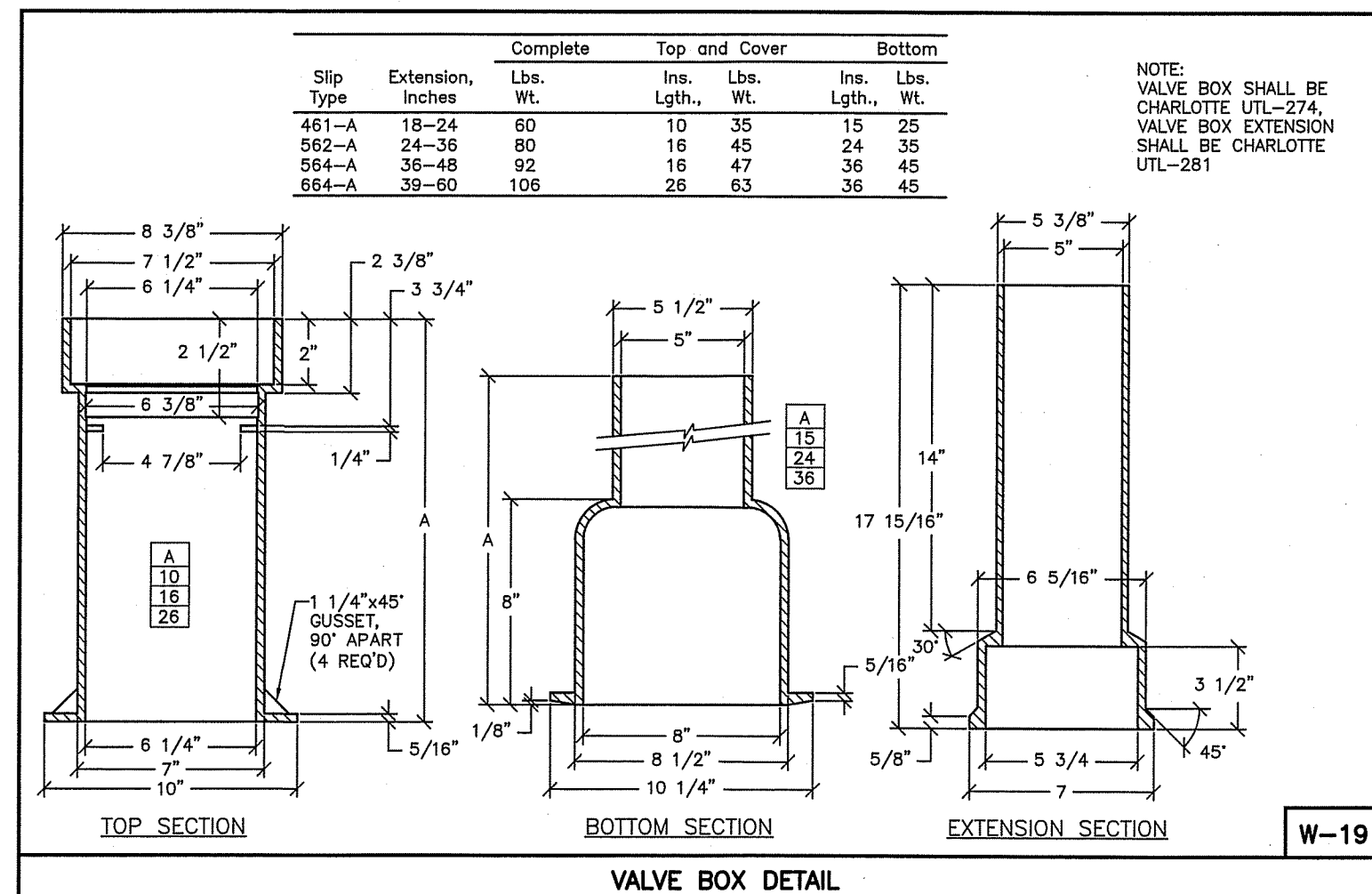
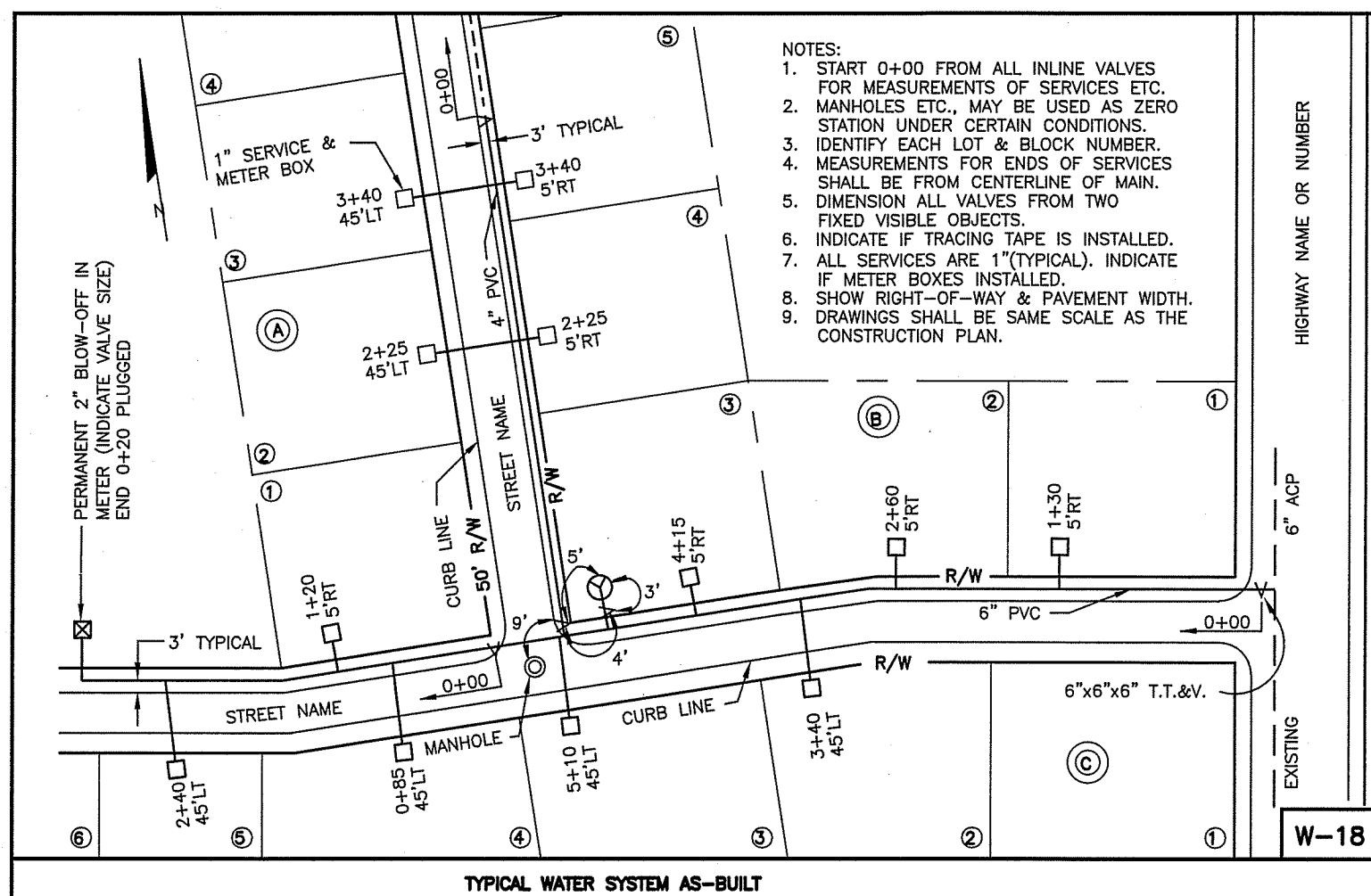
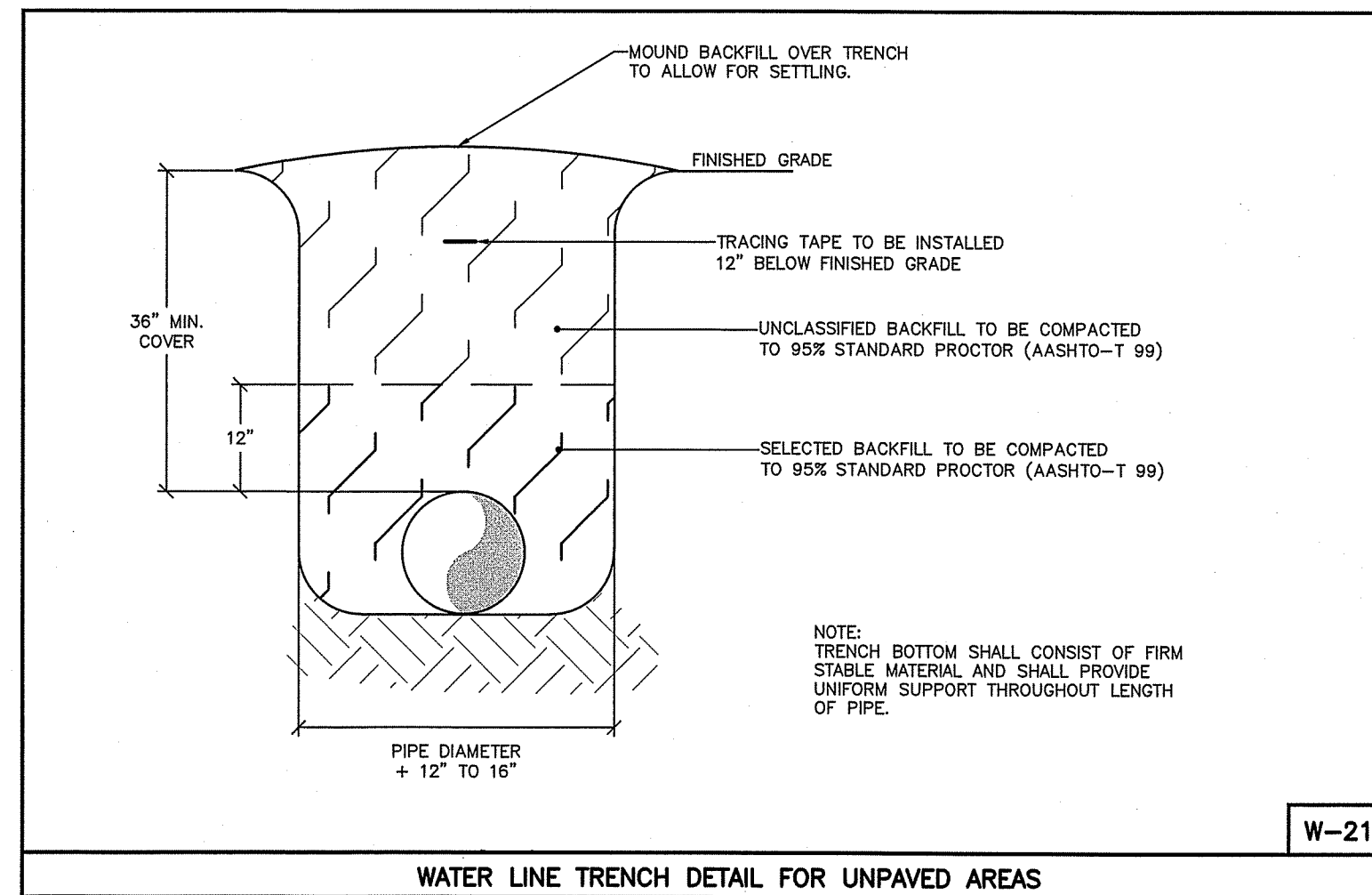
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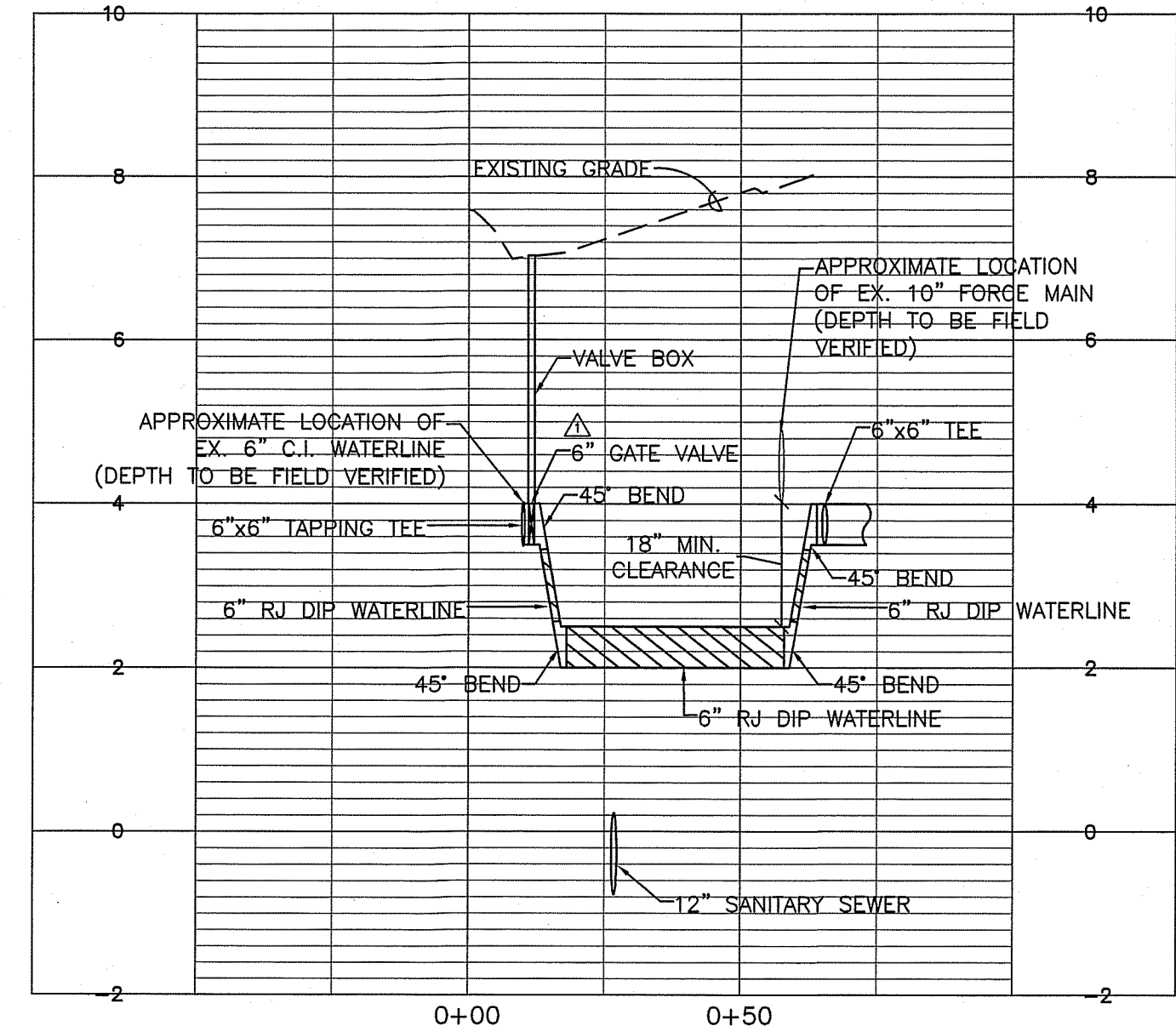
RESULTANT THRUST AT FITTING AT 150 PSI WATER PRESSURE

PIPE DIA.	TOTAL POUNDS						
	90° BEND	45° BEND	22-1/2° BEND	11-1/4° BEND	THRU LINE CONNECTION, TEE	CROSS USED AS TEE	DIRECTION CHANGE, ELBOW
4"	2,700	3,800	2,100	1,100	530		
6"	5,600	8,000	4,300	2,200	1,100		
8"	9,700	13,600	7,400	3,800	1,900		
10"	14,900	20,500	11,100	5,700	2,900		
12"	20,500	29,000	15,700	8,000	4,000		
14"	27,600	39,000	21,100	11,000	5,400		
16"	35,700	50,400	27,300	14,000	7,000		
18"	44,800	63,400	34,400	17,500	8,800		
20"	55,000	77,000	42,100	21,500	10,800		
24"	78,500	110,000	60,000	31,600	15,400		
30"	120,600	170,600	92,300	47,100	23,600		
36"	172,800	244,400	132,300	67,500	33,900		
42"	233,300	330,000	178,600	91,000	45,700		
48"	304,000	430,000	232,700	118,600	59,600		
54"	384,100	543,200	294,000	149,000	75,300		

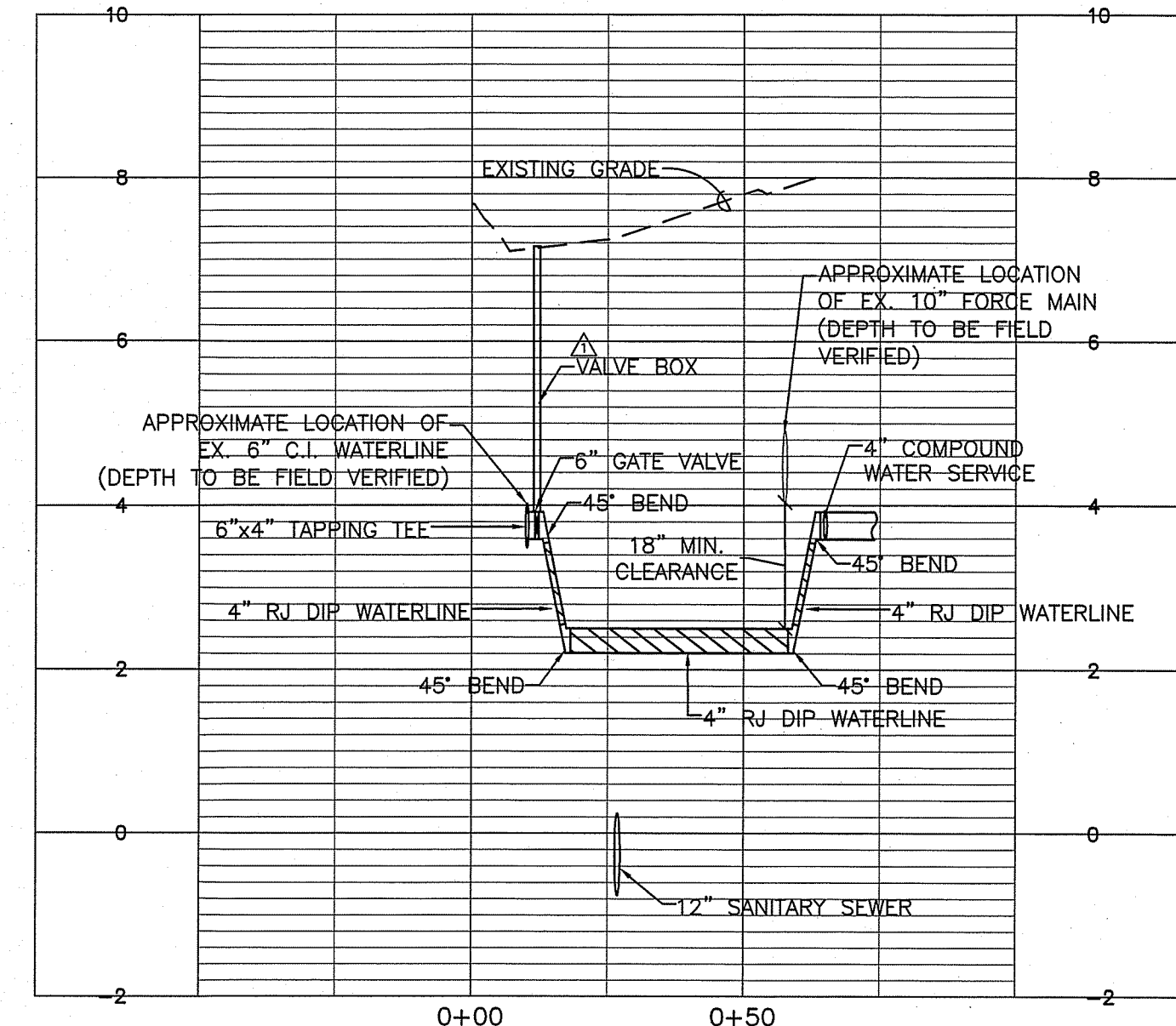
NOTES:
 1. POLYWRAP SHALL BE USED TO COVER FITTINGS AND BOLTS.
 2. TO DETERMINE THE SIZE OF A CONCRETE THRUST BLOCK, DIVIDE THE TOTAL FORCE BY THE BEARING VALUES OF THE SOIL. THE QUOTIENT WILL BE THE SIZE OF THE BEARING AREA OF THE THRUST BLOCK IN SQUARE FEET. APPROXIMATE VALUES FOR VARIOUS TYPES OF SOIL ARE LISTED IN TABLE.
 3. NO RESPONSIBILITY CAN BE ASSUMED FOR THE ACCURACY OF THE DATA IN THIS TABLE DUE TO THE WIDE VARIATION OF BEARING LOAD CAPABILITIES FOR EACH SOIL TYPE.



NOTE: SUBMIT TO THE PUBLIC UTILITIES DIRECTOR FOR APPROVAL MANUFACTURER'S DATA FOR ALL PROPOSED WATER AND SEWER VALVES, FITTINGS, HYDRANTS, PIPES, TUBING, ETC. THAT ARE TO BE DEDICATED TO AND MAINTAINED BY THE TOWN OF BEAUFORT PRIOR TO INSTALLATION.



FIRELINE CROSSING (CEDAR STREET)
 HORIZONTAL SCALE: 1" = 30'
 VERTICAL SCALE: 1" = 2'



WATERLINE CROSSING (CEDAR STREET)
 HORIZONTAL SCALE: 1" = 30'
 VERTICAL SCALE: 1" = 2'

REVISED: 07-26-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
 REVISED TRENCH DETAIL
 REVISED: 07-16-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
 REVISED TRENCH FOR PAVED AREAS DETAIL
 REMOVED WATER MAIN ENCASUREMENT DETAIL
 SHOWED VALVE BOX IN PROFILE SECTIONS

SHEET 11 OF 12
 WATER SYSTEM DETAILS

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
 BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

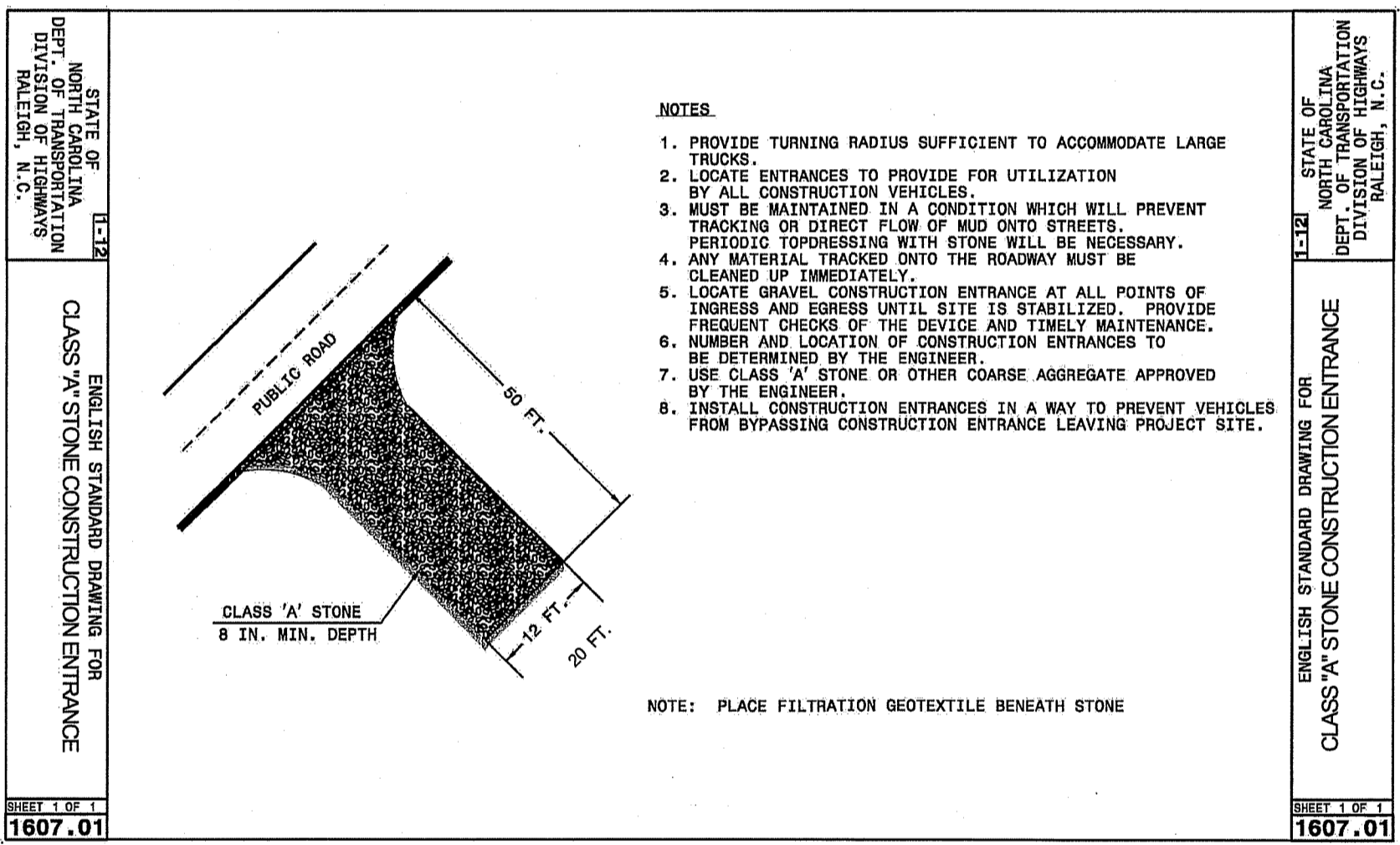
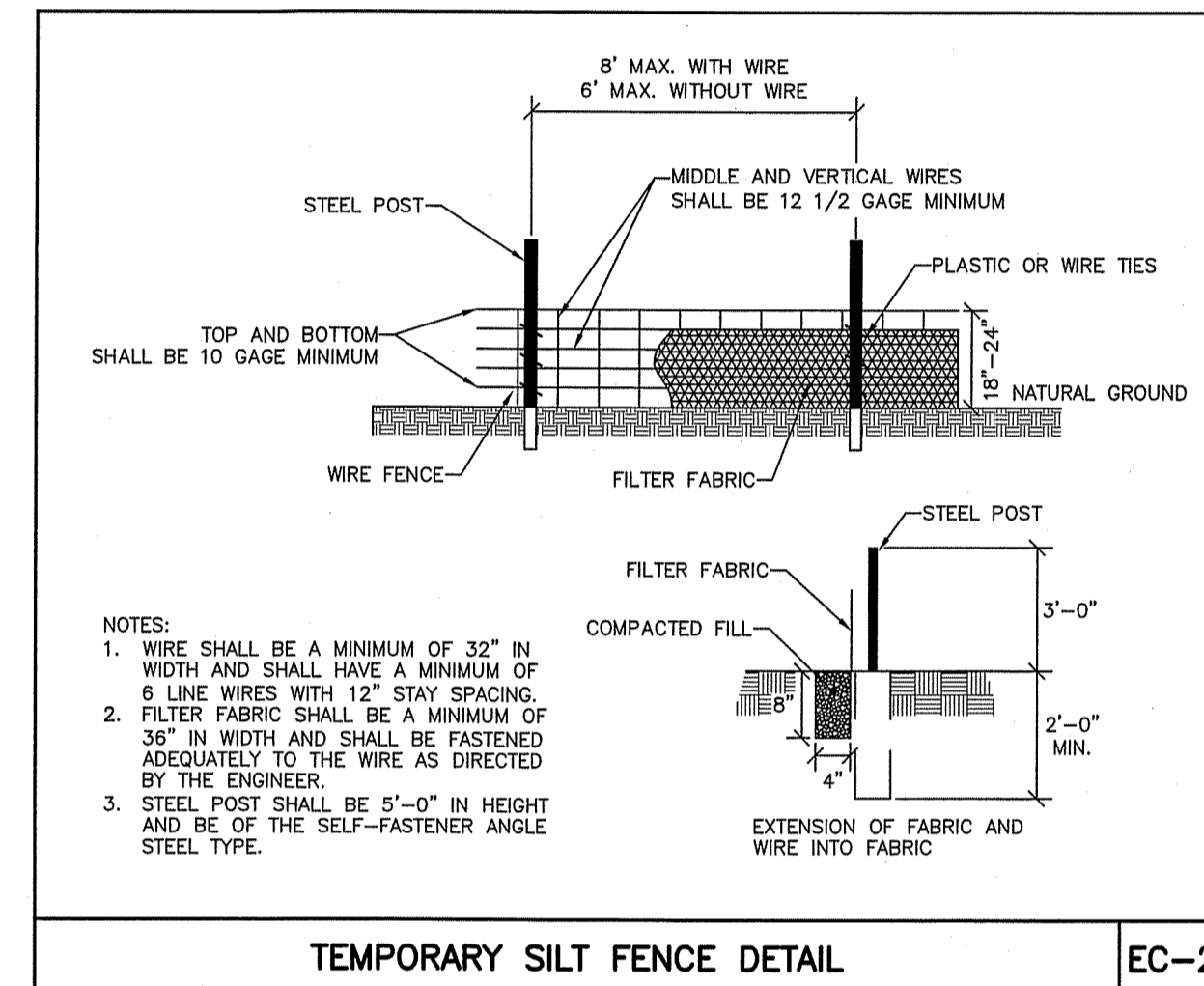
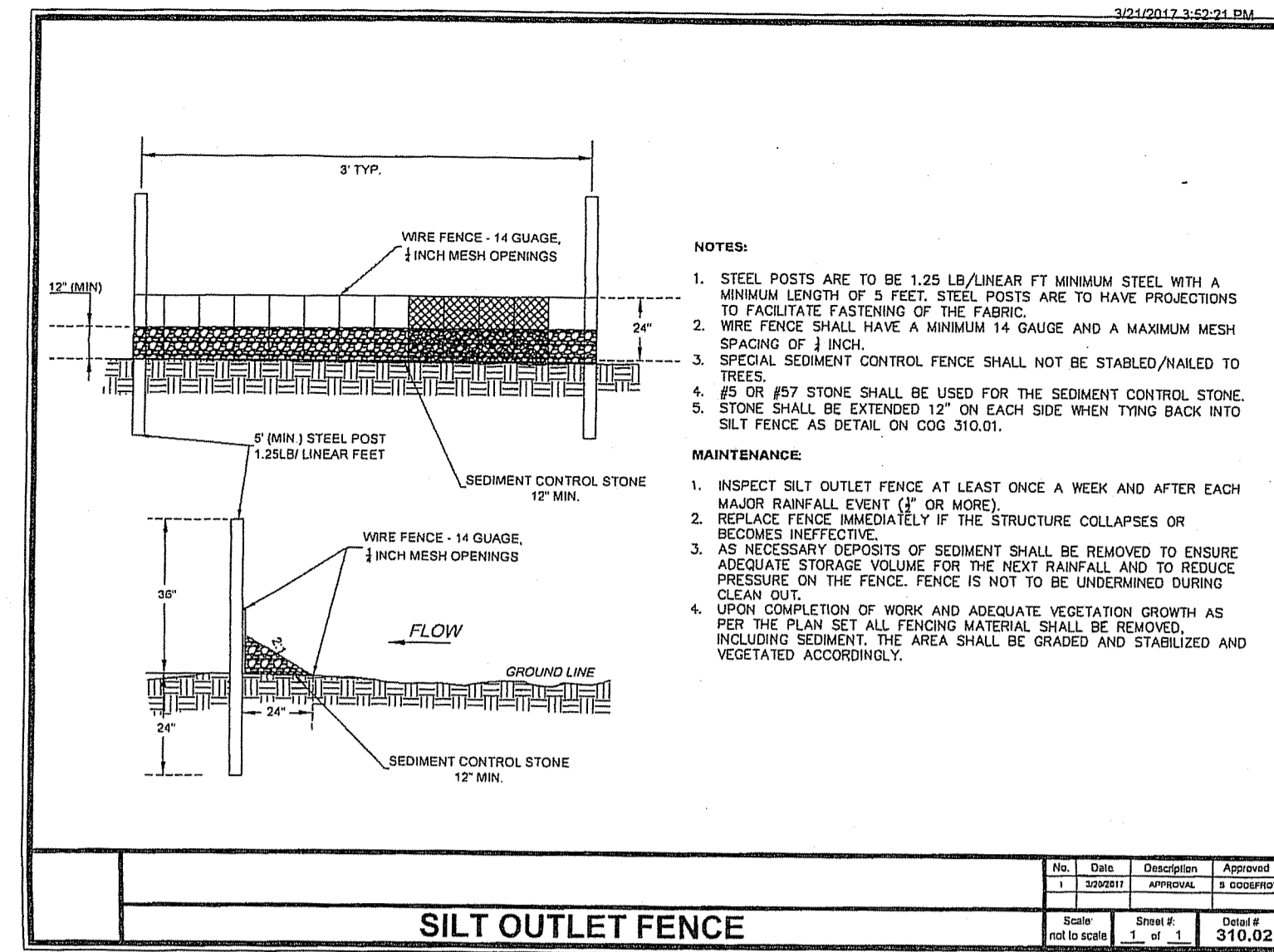
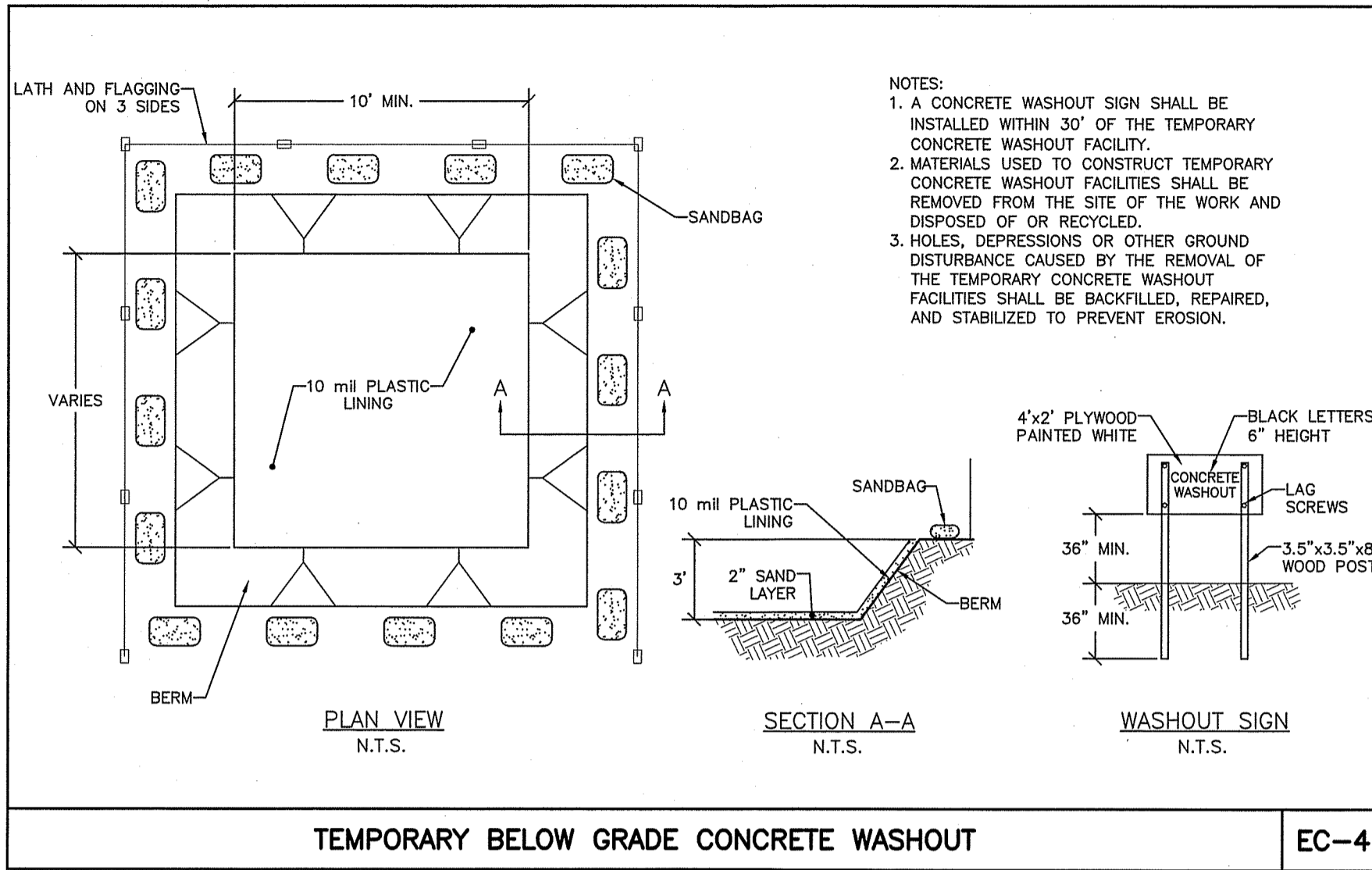
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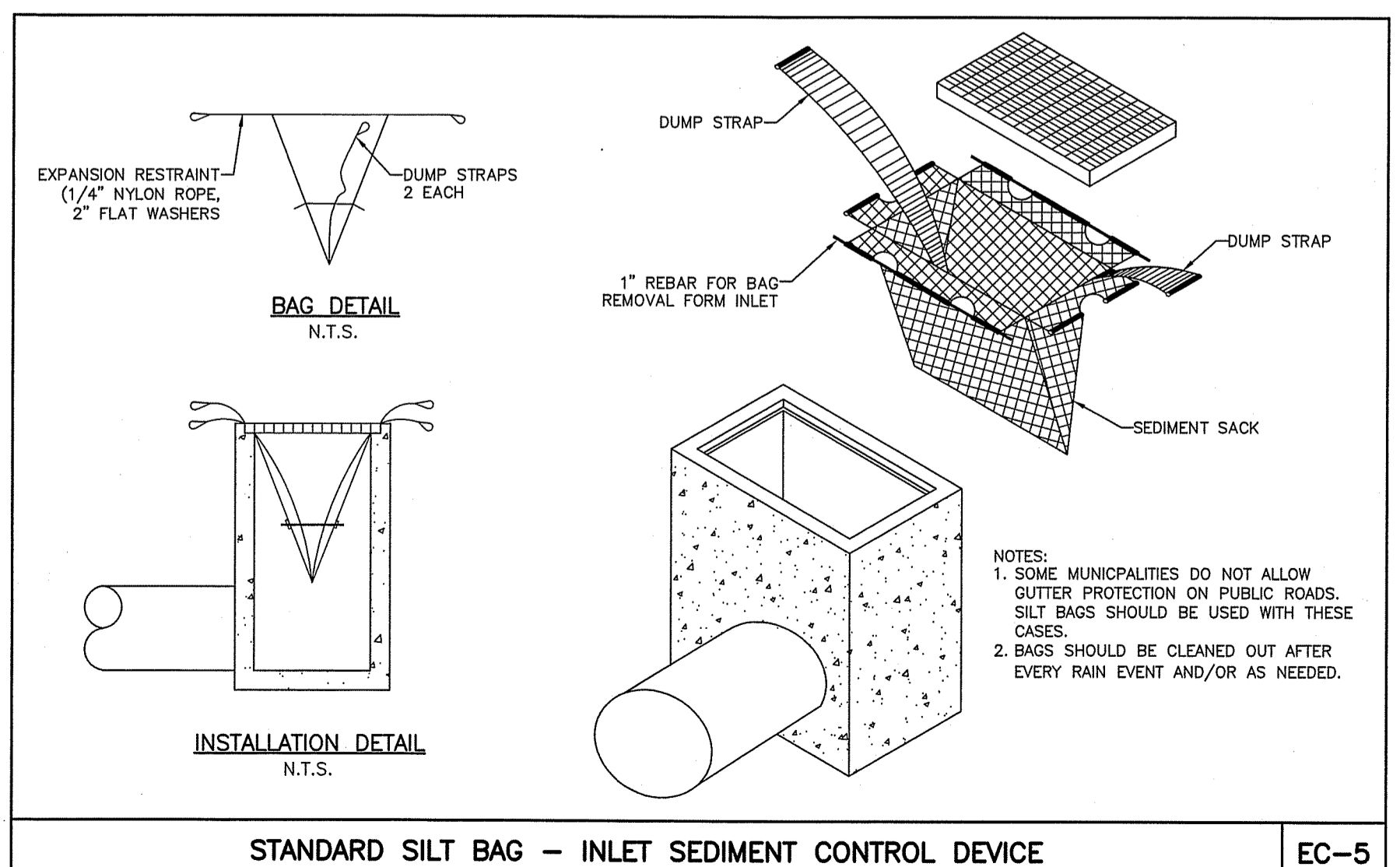
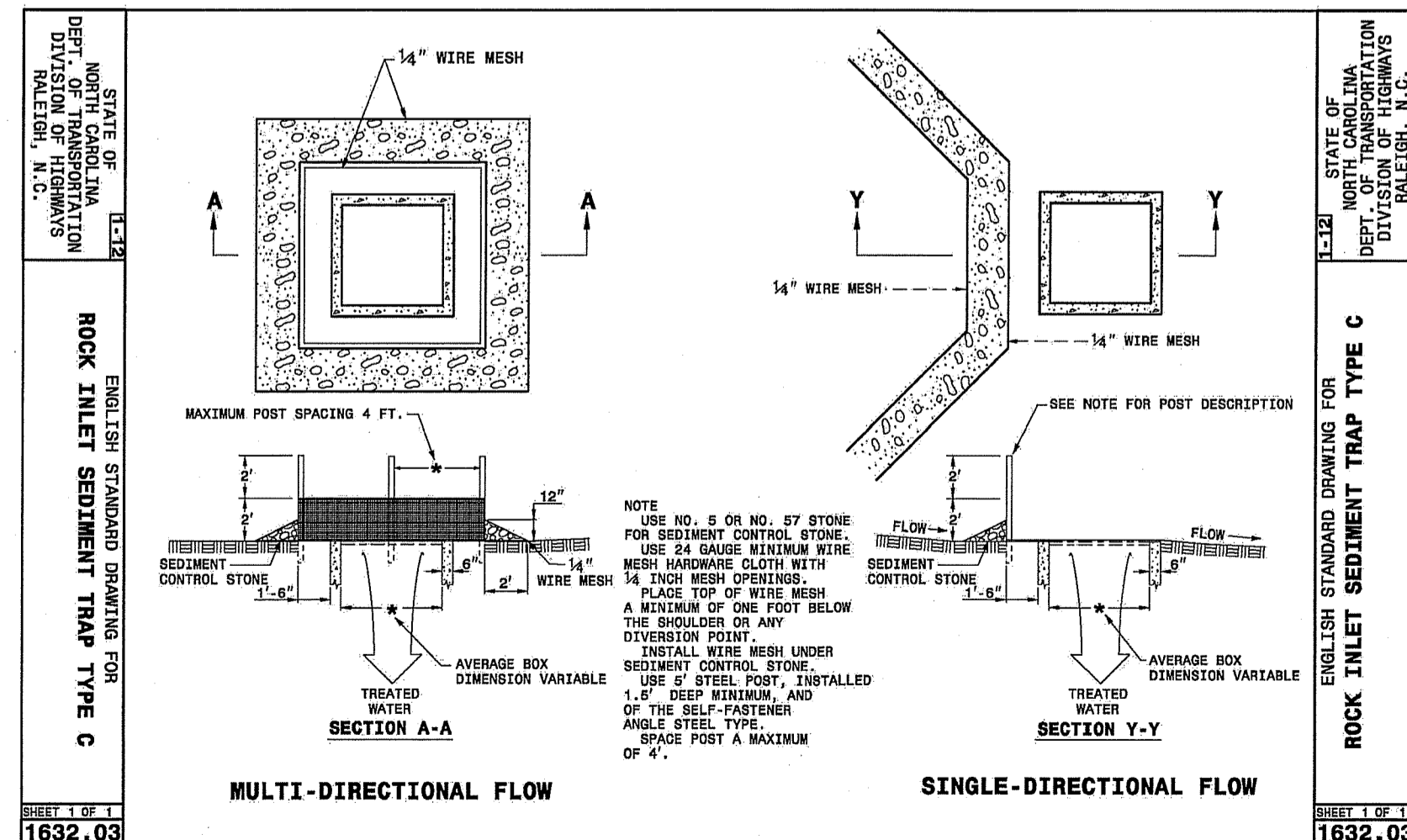
DESIGNED: N/A APPROVED: IP
 DRAWN: NRW DATE: 06/20/19
 CHECKED: IP/MWB SCALE: AS SHOWN

Y:\DRAWINGS\07-160 Beaufort Youth Club\HOTEL-2017\SHEETS\DEQ SET\WATER.dwg Tue, Sep 03, 2019 - 5:11pm RWEILLS



NEW STABILIZATION TIMEFRAMES
(EFFECTIVE AUGUST 3, 2011)

SITE AREA DESCRIPTION	STABILIZATION	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES, SLOPES	7 DAYS	None
HIGH QUALITY WATER (HQW) ZONES	7 DAYS	None
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH.
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE EXCEPT FOR PERIMETERS AND HQW ZONES.



MAINTENANCE PLAN

CONSTRUCTION ENTRANCE
 MAINTAIN THE GRAVEL PAD IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 2-INCH STONE. AFTER EACH RAINFALL, INSPECT ANY STRUCTURE USED TO TRAP SEDIMENT AND CLEAN IT OUT AS NECESSARY. IMMEDIATELY REMOVE ALL OBJECTIONABLE MATERIALS SPILLED, WASHED, OR TRACKED ONTO PUBLIC ROADWAYS.

SILT FENCE
 INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. ENSURE SEDIMENT FENCE IS STILL TIED IN AS PER DRAWINGS. MAKE ANY REQUIRED REPAIRS IMMEDIATELY. SHOULD THE FABRIC OF SEDIMENT FENCE COLLAPSE, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

INLET PROTECTION - HARDWARE CLOTH AND GRAVEL INLET PROTECTION
 INSPECT INLETS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT. CLEAR THE MESH WIRE OF ANY DEBRIS OR OTHER OBJECTS TO PROVIDE ADEQUATE FLOW FOR SUBSEQUENT RAINS. TAKE CARE NOT TO DAMAGE OR UNDERMINE THE WIRE MESH DURING SEDIMENT REMOVAL. REPLACE STONE AS NEEDED.

GRADED AREAS
 PERIODICALLY CHECK ALL GRADED AREAS AND THE SUPPORTING EROSION AND SEDIMENTATION CONTROL PRACTICES, ESPECIALLY AFTER HEAVY RAINFALLS. PROMPTLY REMOVE ALL SEDIMENT FROM DIVERSIONS AND OTHER WATER-DISPOSAL PRACTICES. IF WASHOUTS OR BREAKS OCCUR, REPAIR THEM IMMEDIATELY. PROMPT MAINTENANCE OF SMALL ERODED AREAS BEFORE THEY BECOME SIGNIFICANT. AREAS ARE TO BE SEED AS PER NORTH CAROLINA EROSION AND SEDIMENTATION NOTES AND SEEDING CRITERIA.

DUST CONTROL
 MAINTAIN ALL AND ANY DUST CONTROL MEASURES THROUGH DRY WEATHER PERIODS UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED.

CONCRETE WASHOUT
 OPERATING AND INSPECTING WASHOUT FACILITIES CONCRETE WASHOUT FACILITIES SHOULD BE INSPECTED WEEKLY AND ESPECIALLY AFTER HEAVY RAINS TO CHECK FOR LEAKS, IDENTIFY ANY PLASTIC LININGS AND SIDEWALLS HAVE BEEN DAMAGED BY CONSTRUCTION ACTIVITIES, AND DETERMINE WHETHER THEY HAVE BEEN FILLED TO OVER 75 PERCENT CAPACITY. WHEN THE WASHOUT CONTAINER IS FILLED TO OVER 75 PERCENT OF ITS CAPACITY, DISCONTINUE POURING CONCRETE INTO THE FACILITY UNTIL IT HAS BEEN CLEANED OUT. ALLOW SLURRY TO EVAPORATE OR REMOVE FROM SITE IN A SAFE MANNER. ALL HARDENED MATERIAL SHOULD BE REMOVED AND RECYCLED. DAMAGES TO THE CONTAINER SHOULD BE REPAIRED PROMPTLY. BEFORE HEAVY RAINS, THE WASHOUT CONTAINER'S LIQUID LEVEL SHOULD BE LOWERED OR THE CONTAINER SHOULD BE COVERED TO AVOID AN OVERFLOW DURING THE RAIN STORM. ANY OVERFLOWING OF THE WASHOUT FACILITIES ONTO THE GROUND MUST BE CLEANED AND REMOVED WITHIN 24 HOURS OF EVENT. REMOVE TEMPORARY CONCRETE WASHOUT FACILITY WHEN THEY ARE NO LONGER NEEDED AND RESTORE THE DISTURBED AREAS TO THEIR ORIGINAL CONDITION OR AS PROPOSED ON THE PLAN.

TEMPORARY VEGETATION
 RESEED AND MULCH AREA WHERE SEEDLING EMERGENCE IS POOR, OR WHERE EROSION OCCURS, AS SOON AS POSSIBLE. DO NOT MOW. PROTECT FROM TRAFFIC AS MUCH AS POSSIBLE.

MULCHING
 INSPECT ALL MULCHES PERIODICALLY AND AFTER RAINSTORMS TO CHECK FOR RILL EROSION, DISLOCATION OR FAILURE. WHERE EROSION IS OBSERVED, APPLY ADDITIONAL MULCH. IF WASHOUT OCCURS, REPAIR THE SLOPE GRADE, RESEED AND REINSTALL MULCH. CONTINUE INSPECTIONS UNTIL VEGETATION IS FIRMLY ESTABLISHED.

SILT BAG
 REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM THE SURFACE AND VICINITY OF THE UNIT AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT.
 REMOVE THE SEDIMENT THAT HAS ACCUMULATED WITHIN CONTAINMENT AREA OF THE SILT BAG WHEN TRAPPED SEDIMENT HAS ACCUMULATED TO 50% OF THE BAG CAPACITY OR IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
 IF USING OPTIONAL OIL ABSORBENTS, REMOVE AND REPLACE ABSORBENT PILLION WHEN NEAR SATURATION.

CONCRETE WASHOUT
 OPERATING AND INSPECTING WASHOUT FACILITIES CONCRETE WASHOUT FACILITIES SHOULD BE INSPECTED WEEKLY AND ESPECIALLY AFTER HEAVY RAINS TO CHECK FOR LEAKS, IDENTIFY ANY PLASTIC LININGS AND SIDEWALLS HAVE BEEN DAMAGED BY CONSTRUCTION ACTIVITIES, AND DETERMINE WHETHER THEY HAVE BEEN FILLED TO OVER 75 PERCENT CAPACITY. WHEN THE WASHOUT CONTAINER IS FILLED TO OVER 75 PERCENT OF ITS CAPACITY, DISCONTINUE POURING CONCRETE INTO THE FACILITY UNTIL IT HAS BEEN CLEANED OUT. ALLOW SLURRY TO EVAPORATE OR REMOVE FROM SITE IN A SAFE MANNER. ALL HARDENED MATERIAL SHOULD BE REMOVED AND RECYCLED. DAMAGES TO THE CONTAINER SHOULD BE REPAIRED PROMPTLY. BEFORE HEAVY RAINS, THE WASHOUT CONTAINER'S LIQUID LEVEL SHOULD BE LOWERED OR THE CONTAINER SHOULD BE COVERED TO AVOID AN OVERFLOW DURING THE RAIN STORM. ANY OVERFLOWING OF THE WASHOUT FACILITIES ONTO THE GROUND MUST BE CLEANED AND REMOVED WITHIN 24 HOURS OF EVENT. REMOVE TEMPORARY CONCRETE WASHOUT FACILITY WHEN THEY ARE NO LONGER NEEDED AND RESTORE THE DISTURBED AREAS TO THEIR ORIGINAL CONDITION OR AS PROPOSED ON THE PLAN.

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 IF USING OPTIONAL OIL ABSORBENTS, REMOVE AND REPLACE ABSORBENT PILLION WHEN NEAR SATURATION.

SEEDING AND MULCHING SCHEDULE PER ACRE

THE KINDS OF SEED AND FERTILIZER, AND THE RATES OF APPLICATION OF SEED, FERTILIZER, AND LIME, SHALL BE AS STATED BELOW. DURING PERIODS OF OVERLAPPING DATES, THE KIND OF SEED TO BE USED SHALL BE DETERMINED BY THE ENGINEER.

LIME	2 TONS/AC
10-10-20	1,000 LBS/AC
0-20-0	500 LBS/AC
STRAW MULCH	2 TONS/AC (AFTER SEEDING)
ASPHALT TACK	200 GAL/TON OF MULCH

JANUARY 1-DECEMBER 31

50#	TALL FESCUE
10#	CENTPEDE
10#	BERMUDA GRASS
500#	FERTILIZER
4000#	LIMESTONE

SLOPES 2:1 AND STEEPER AND WASTE AND BORROW LOCATIONS:

JANUARY 1-DECEMBER 31

75#	TALL FESCUE
10#	BERMUDA GRASS
500#	FERTILIZER
4000#	LIMESTONE

TEMPORARY SEEDING

"COOL SEASON" PLANTED BETWEEN 15 AUGUST AND 15 APRIL

120#	RYE GRASS (NO RYE GRASS)
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"WARM SEASON" PLANTED BETWEEN 15 APRIL AND 15 AUGUST

65#	GERMAN BROWN TOP OR FOX TAIL MILLET
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MINIMUM SELF INSPECTION AND REPORTING REQUIREMENTS ARE AS FOLLOWS UNLESS OTHERWISE APPROVED IN WRITING BY THE DIVISION OF WATER QUALITY.

- A RAIN GAUGE SHALL BE MAINTAINED IN GOOD WORKING ORDER ON THE SITE UNLESS ANOTHER RAIN-MONITORING DEVICE HAS BEEN APPROVED BY THE DIVISION OF WATER QUALITY.
- A WRITTEN RECORD OF THE DAILY RAINFALL AMOUNTS SHALL BE RETAINED AND ALL RECORDS SHALL BE MADE AVAILABLE TO DIVISION OF WATER QUALITY OR AUTHORIZED AGENT UPON REQUEST. IF NO DAILY RAIN GAUGE OBSERVATIONS ARE MADE DURING WEEKEND OR HOLIDAY PERIODS, AND NO INDIVIDUAL-DAY RAINFALL INFORMATION IS AVAILABLE, THE CUMULATIVE RAIN MEASUREMENT FOR THOSE UN-ATTENDED DAYS WILL DETERMINE IF A SITE INSPECTION IS NEEDED. (NOTE: IF NO RAINFALL OCCURRED, THE PERMITTEE MUST RECORD "ZERO").
- EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. INSPECTION RECORDS MUST BE MAINTAINED FOR EACH INSPECTION EVENT AND FOR EACH MEASURE. AT A MINIMUM, INSPECTION OF SEVEN MEASURES MUST OCCUR AT THE FREQUENCY INDICATED BELOW:
 - ALL EROSION AND SEDIMENTATION CONTROL MEASURES MUST BE INSPECTED BY OR UNDER THE DIRECTION OF THE PERMITTEE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS, AND
 - ALL EROSION AND SEDIMENT CONTROL MEASURES MUST BE INSPECTED BY OR UNDER THE DIRECTION OF THE PERMITTEE WITHIN 24 HOURS AFTER ANY STORM EVENT OF GREATER THAN 0.50 INCHES OF RAIN PER 24 HOUR PERIOD.
- ONCE LAND DISTURBANCE HAS BEGUN ON THE SITE, STORMWATER RUNOFF DISCHARGE OUTFALLS SHALL BE INSPECTED BY OBSERVATION FOR EROSION, SEDIMENTATION AND OTHER STORMWATER DISCHARGE CHARACTERISTICS SUCH AS CLARITY, FLOATING SOLIDS, AND OIL SHEENS. INSPECTIONS OF THE OUTFALLS SHALL BE MADE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT OF GREATER THAN 0.50 INCHES OF RAIN PER 24 HOUR PERIOD.
- INSPECTIONS ARE ONLY REQUIRED TO BE MADE DURING NORMAL BUSINESS HOURS. WHEN ADVERSE WEATHER CONDITIONS WOULD CAUSE THE SAFETY OF THE INSPECTION PERSONNEL TO BE IN JEOPARDY, THE INSPECTION CAN BE DELAYED UNTIL IT IS DEEMED SAFE. WHEN INSPECTIONS WERE DELAYED BECAUSE OF SAFETY ISSUES SHOULD BE NOTED IN THE INSPECTION RECORD. IF THE INSPECTION CANNOT BE DONE ON THAT DAY, IT MUST BE COMPLETED ON THE FOLLOWING BUSINESS DAY.
- SEVENTY-FOUR HOUR REPORTING FOR VISIBLE SEDIMENT DEPOSITION
 - THE PERMITTEE SHALL REPORT TO THE DIVISION OF WATER QUALITY CENTRAL OFFICE OR THE APPROPRIATE REGIONAL OFFICE ANY VISIBLE SEDIMENT BEING DEPOSITED IN ANY STREAM OR WETLAND OR ANY NONCOMPLIANCE WHICH MAY ENDANGER HEALTH OR THE ENVIRONMENT. (SEE SECTION VIII OF THIS PERMIT FOR CONTACT INFORMATION). ANY INFORMATION SHALL BE PROVIDED ORALLY OR ELECTRONICALLY WITHIN 24 HOURS FROM THE TIME THE PERMITTEE BECAME AWARE OF THE CIRCUMSTANCES.
 - A WRITTEN SUBMISSION SHALL BE PROVIDED TO THE APPROPRIATE REGIONAL OFFICE OF THE DIVISION OF WATER QUALITY WITHIN 5 DAYS OF THE TIME THE PERMITTEE BECAME AWARE OF THE CIRCUMSTANCES. THE WRITTEN SUBMISSION SHALL CONTAIN A DESCRIPTION OF THE SEDIMENT DEPOSITION AND ACTIONS TAKEN TO ADDRESS THE CAUSE OF THE DEPOSITION. THE DIVISION OF WATER QUALITY STAFF MAY WAIVE THE REQUIREMENT FOR A WRITTEN REPORT ON A CASE-BY-CASE BASIS.
- RECORDS OF INSPECTIONS MADE DURING THE PREVIOUS 30 DAYS SHALL REMAIN ON THE SITE AND AVAILABLE FOR AGENCY INSPECTORS AT ALL TIMES DURING NORMAL WORKING HOURS, UNLESS THE DIVISION OF WATER QUALITY PROVIDES A SITE-SPECIFIC EXEMPTION BASED ON UNIQUE SITE CONDITIONS THAT MAKE THIS REQUIREMENT NOT PRACTICAL. OLDER RECORDS MUST BE MAINTAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION AND MADE AVAILABLE UPON REQUEST. THE RECORDS MUST PROVIDE THE DETAILS OF EACH INSPECTION INCLUDING OBSERVATIONS, AND ACTIONS TAKEN IN ACCORDANCE WITH THIS PERMIT. THE PERMITTEE SHALL RECORD THE REQUIRED RAINFALL, AND MONITORING OBSERVATIONS ON THE INSPECTION RECORD FORM PROVIDED BY THE DIVISION OF WATER QUALITY. THIS RECORD SHALL INCLUDE ALL OF THE ELEMENTS CONTAINED IN THE DIVISION'S FORM. USE OF ELECTRONICALLY-AVAILABLE RECORDS, IN LIEU OF THE REQUIRED PAPER COPIES FOR INSPECTION WILL BE ALLOWED IF SHOWN TO PROVIDE EQUAL ACCESS AND UTILITY AS THE HARD-COPY RECORDS.
- INSPECTION RECORDS MUST INCLUDE, AT A MINIMUM, THE FOLLOWING:
 - CONTROL MEASURE INSPECTIONS: INSPECTION RECORDS MUST INCLUDE AT A MINIMUM: 1) IDENTIFICATION OF THE MEASURES INSPECTED, 2) DATE AND TIME OF THE INSPECTION, 3) NAME OF THE PERSON PERFORMING THE INSPECTION, 4) INDICATION OF WHETHER THE MEASURES WERE OPERATING PROPERLY, 5) DESCRIPTION OF MAINTENANCE NEEDS FOR THE MEASURE, 6) CORRECTIVE ACTIONS TAKEN (7) DATE OF ACTIONS TAKEN, AS WELL AS THE DATE AND AMOUNTS OF RAINFALL RECEIVED.
 - STORMWATER DISCHARGE INSPECTIONS: INSPECTION RECORDS MUST INCLUDE AT A MINIMUM: 1) IDENTIFICATION OF THE DISCHARGE OUTFALL INSPECTED, 2) DATE AND TIME OF THE INSPECTION, 3) NAME OF THE PERSON PERFORMING THE INSPECTION, 4) EVIDENCE OF INDICATORS OF STORMWATER POLLUTION SUCH AS OIL SHEEN, FLOATING OR SUSPENDED SOLIDS OR DISCOLORATION, 5) INDICATION OF VISIBLE SEDIMENT LEAVING THE SITE, 6) ACTIONS TAKEN TO CORRECT/PREVENT SEDIMENTATION AND 7) DATE OF ACTIONS TAKEN.
 - VISIBLE SEDIMENTATION FOUND OUTSIDE THE SITE LIMITS: INSPECTION RECORDS MUST INCLUDE: 1) A BRIEF EXPLANATION AS TO THE ACTIONS TAKEN TO CONTROL FUTURE RECURRENTS, 2) ACTIONS TAKEN TO CLEAN UP OR STABILIZE THE SEDIMENT THAT HAS LEFT THE SITE, 3) THE DATE OF ACTIONS TAKEN.
 - VISIBLE SEDIMENTATION FOUND IN STREAMS OR WETLANDS: ALL INSPECTIONS SHOULD INCLUDE EVALUATION OF STREAMS OR WETLANDS ONSITE OR OFFSITE (WHERE ACCESSIBLE) TO DETERMINE IF VISIBLE SEDIMENTATION HAS OCCURRED.
 - VISIBLE STREAM TURBIDITY - IF THE DISCHARGE FROM A SITE RESULTS IN AN INCREASE IN VISIBLE STREAM TURBIDITY, INSPECTION RECORDS MUST RECORD THAT EVIDENCE AND ACTIONS TAKEN TO REDUCE SEDIMENT CONTRIBUTIONS. SITES DISCHARGING TO STREAMS NAMED ON THE STATE'S 303(D) LIST AS IMPAIRED FOR SEDIMENT-RELATED CAUSES MAY BE REQUIRED TO PERFORM ADDITIONAL MONITORING, INSPECTIONS OR APPLICATION OF MORE-STRINGENT MANAGEMENT PRACTICES IF IT IS DETERMINED THAT THE ADDITIONAL REQUIREMENTS ARE NEEDED TO ASSURE COMPLIANCE WITH THE FEDERAL OR STATE IMPAIRED-WATERS CONDITIONS. IF A DISCHARGE COVERED BY THIS PERMIT ENTERS A STREAM SEGMENT THAT IS LISTED ON THE IMPAIRED STREAM LIST FOR SEDIMENT-RELATED CAUSES, AND A TOTAL MAXIMUM DAILY LOAD (TMDL) HAS BEEN PREPARED FOR THOSE POLLUTANTS, THE PERMITTEE MUST IMPLEMENT MEASURES TO ENSURE THAT THE DISCHARGE OF POLLUTANTS FROM THE SITE IS CONSISTENT WITH THE ASSUMPTIONS AND MEETS THE REQUIREMENTS OF THE APPROVED TMDL. THE DIVISION OF WATER QUALITY 303(D) LIST CAN BE FOUND AT: [HTTP://H2O.DNR.STATE.NC.US/TMDL/GENERAL_303D/H2M/](http://h2o.dnr.state.nc.us/TMDL/GENERAL_303D/H2M/)

EROSION CONTROL NOTES:

- NO LAND DISTURBING ACTIVITY BEYOND THE REQUIRED TO INSTALL APPROPRIATE EROSION CONTROL MEASURES MAY NOT PROCEED UNTIL EROSION CONTROL MEASURES ARE INSPECTED AND APPROVED BY THE STATE.
- SCHEDULING OF A PRE-CONSTRUCTION CONFERENCE WITH THE EROSION CONTROL INSPECTOR IS REQUIRED PRIOR TO INITIATING LAND DISTURBING ACTIVITIES. FOR INSPECTION PLEASE CALL (910) 796-7215. A 24-HOUR NOTICE IS REQUIRED.
- SEED OR OTHERWISE PROVIDE GROUND COVER DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION FOR ALL DENUDED SLOPES WITHIN 7 DAYS FOR SLOPES STEEPER THAN 3:1 OR 14 DAYS FOR SLOPES FLATTER THAN 4:1.
- CONTRACTOR SHALL INSPECT AND MAINTAIN AS NEEDED ALL EROSION CONTROL DEVICES ON A WEEKLY BASIS AND AFTER EACH RAIN EVENT OF 1/2" OR MORE. FAILURE TO KEEP EROSION CONTROL DEVICES IN GOOD WORKING ORDER MAY RESULT IN ISSUANCE OF A STOP WORK ORDER OR CIVIL PENALTIES UP TO \$5000 PER DAY OF VIOLATION. SITES UTILIZING SEDIMENT TRAPS MUST ALSO SPECIFY A MAXIMUM DEPTH OF SEDIMENT PRIOR TO CLEAN OUT.
- THE STATE ENGINEER RESERVES THE RIGHT TO REQUIRE ADDITIONAL EROSION CONTROL MEASURES SHOULD THE PLAN OR ITS IMPLEMENTATION PROVE TO BE INADEQUATE.
- NO PERSON MAY INITIATE A LAND DISTURBING ACTIVITY BEFORE NOTIFYING THE STATE OF THE DATE OF THE LAND DISTURBING ACTIVITY.
- ACCEPTANCE & APPROVAL OF THIS PLAN IS CONDITIONED UPON YOUR COMPLIANCE WITH FEDERAL AND STATE POLLUTANTS, LAWS, REGULATIONS AND RULES. IN ADDITION, LOCAL CITY AND COUNTY ORDINANCES OR RULES MAY ALSO APPLY TO THIS LAND DISTURBING ACTIVITY. APPROVAL BY THE STATE DOES NOT SUPERSEDE ANY OTHER PERMIT OR APPROVAL.
- THE STATE RESERVES THE RIGHT TO ENTER AND INSPECT ANY PROPERTY WITHIN ITS JURISDICTION FOR COMPLIANCE WITH THE SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.
- IN ANY EVENT, SLOPES LEFT EXPOSED WILL BE PLANTED OR OTHERWISE PROVIDED WITH GROUND COVER, DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION WITHIN FOURTEEN (14) CALENDAR DAYS OF COMPLETION OF ANY PHASE OF GRADING.
- MAINTAIN EROSION CONTROL MEASURES AS NECESSARY.

SHEET 12 OF 12
EROSION CONTROL NOTES & DETAILS

COMPASS
MARGARITAVILLE HOTELS & RESORTS

PROPERTY ADDRESS: 115 CEDAR STREET BEAUFORT, NC 28516
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

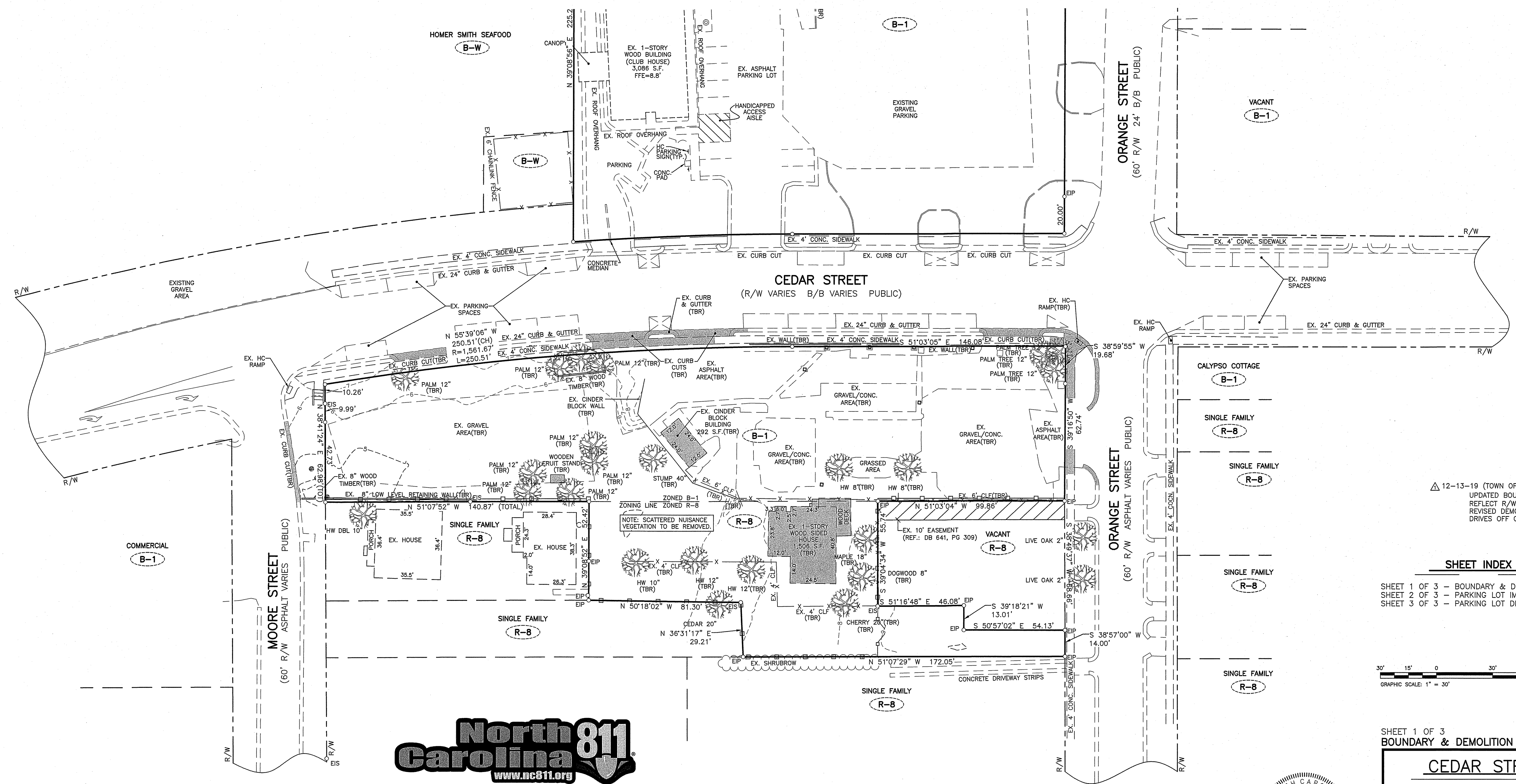
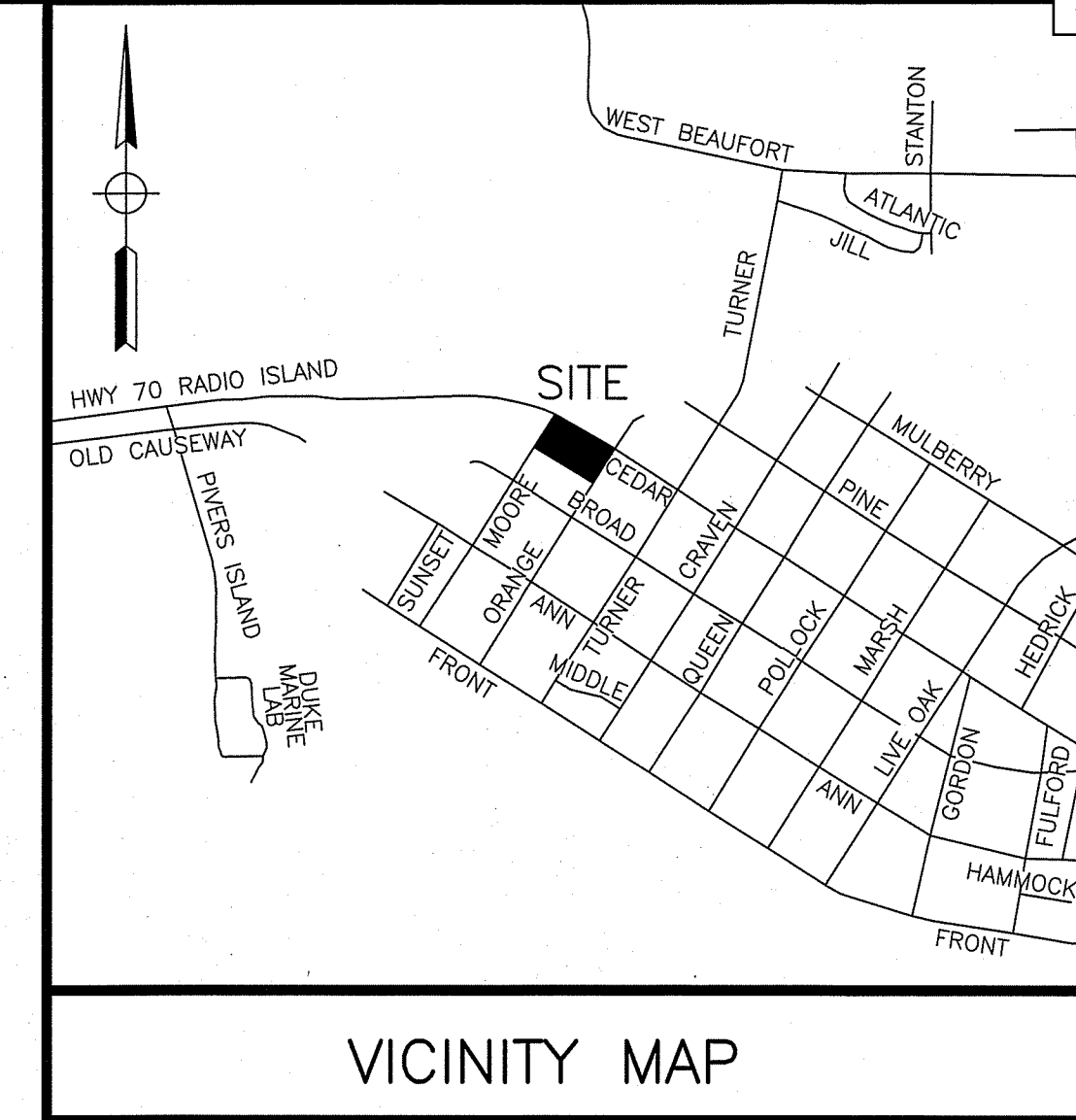
OWNER: BEAUFORT PARTNERS, LLC
ADDRESS: P.O. BOX 14165
NEW BERN, NC 28561
PHONE: (252) 635-7476

DESIGNED: N/A APPROVED: IP
DRAWN: NRW DATE: 06/20/19
CHECKED: IP/MWB SCALE: AS SHOWN

Baldwin Design Consultants, PA
LICENSED C-3468
ENGINEERING SURVEYING PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27659 252.756.1390

SITE DATA	
TOTAL AREA IN TRACT	0.816 ACRE
ZONING CLASSIFICATION	B-1 & R-8

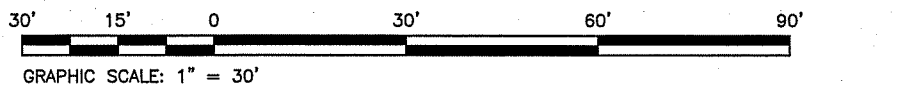
- LEGEND**
- ABS = ACRYLONITRILE-BUTADIENE-STYRENE
 - BB = BOTTOM OF BANK
 - B/B = BACK OF CURB TO BACK OF CURB
 - BC = BACK OF CURB
 - BD = BOLLARD
 - BFE = BASE FLOOD ELEVATION
 - BLD = BUILDING CORNER
 - BM = BENCH MARK
 - BMP = BEST MANAGEMENT PRACTICE
 - BO = BLOW OFF
 - BSP = BACTERIOLOGICAL SAMPLING POINT
 - BV = BALL VALVE
 - CATV = CABLE TELEVISION BOX
 - CB = CATCH BASIN
 - CLD = CENTERLINE DITCH
 - CLP = CENTERLINE PATH
 - CLR = CENTERLINE ROAD
 - CMP = CORRUGATED METAL PIPE
 - CO = CLEAN OUT
 - CONC = CONCRETE
 - CP = COMPACT PARKING SPACE
 - CPP = CORRUGATED PLASTIC PIPE
 - DI = DROP INLET
 - DIP = DUCTILE IRON PIPE
 - DS = DOWNSPOUT
 - DW = DRIVEWAY
 - ECM = EXISTING CONCRETE MONUMENT
 - EIA = EXISTING IRON AXLE
 - EIP = EXISTING IRON PIPE
 - EIS = EXISTING IRON STAKE
 - ELEC = ELECTRICAL
 - ELM = ELECTRIC METER BOX
 - ELMH = ELECTRIC MANHOLE
 - EP = EDGE OF PAVEMENT
 - EPKN = EXISTING PARKER KALON NAIL
 - ERRS = EXISTING RAILROAD SPIKE
 - ESCP = EXTRA STRENGTH CONCRETE PIPE
 - FES = FLARED END SECTION
 - FFE = FINISHED FLOOR ELEVATION
 - FH = FIRE HYDRANT
 - FIRM = FLOOD INSURANCE RATE MAP
 - FM = FORCE MAIN
 - FMV = FORCE MAIN VALVE
 - F/O = FIBER OPTIC MARKER
 - GM = GAS METER
 - GV = GAS VALVE
 - GIW = GIUY WIRE
 - HB = HOSE BIB
 - ICV = IRRIGATION CONTROL VALVE
 - INV = INVERT
 - JB = JUNCTION BOX
 - LP = LIGHT POLE
 - LSA = LANDSCAPED AREA
 - MB = MAIL BOX
 - MBL = MINIMUM BUILDING LINE
 - MH = MANHOLE
 - MHW = MEAN HIGH WATER
 - MP = METAL PIPE
 - MW = MONITORING WELL
 - NTS = NOT TO SCALE
 - OUT = OUTLET CONTROL STRUCTURE
 - OUP = OVERHEAD UTILITY POLE
 - PH = PUMP HOUSE
 - PC = POINT OF CURVATURE
 - PCC = POINT OF COMPOUND CURVATURE
 - PGB = POINT OF BEGINNING
 - PRC = POINT OF REVERSE CURVATURE
 - PT = POINT OF TANGENCY
 - PVC = POLYVINYL CHLORIDE
 - RCP = REINFORCED CONCRETE PIPE
 - R/W = RIGHT-OF-WAY
 - SIP = SET IRON PIPE
 - SM = SET MAG NAIL
 - SPKN = SET PARKER KALON NAIL
 - SRRS = SET RAILROAD SPIKE
 - SS = SEWER SERVICE
 - SSMH = SANITARY SEWER MANHOLE
 - STMH = STORM SEWER MANHOLE
 - SV = SEWER VENT
 - SW = SIDEWALK
 - SWHDPE = SMOOTH WALL HDPE
 - SWPP = SMOOTH WALL PLASTIC PIPE
 - TB = TOP OF BANK (TOPO ONLY)
 - TB = TOP OF BLOCK
 - TBR = TO BE REMOVED
 - TC = TOP OF CURB
 - TCONC = TOP OF CONCRETE
 - TG = TOP OF GRAVEL
 - TMH = TELEPHONE MANHOLE
 - TP = TOP OF PAVEMENT
 - TSW = TOP OF SIDEWALK
 - TMH = TELEPHONE MH
 - TOT = TOTAL
 - TPED = TELEPHONE PEDESTAL
 - TRANS = ELECTRICAL TRANSFORMER
 - TSP = TRAFFIC SIGNAL SUPPORT POLE
 - UTP = UTILITY POLE
 - VG = VALLEY GUTTER
 - WDL = WOODSLINE
 - WM = WATER METER BOX
 - WP = WETLAND POINT
 - WS = WRAPPED STEEL
 - WV = WATER VALVE
 - WV = NOT TO SCALE
 - WV = CLASS "B" STONE APRON
 - WV = CONSTRUCTION ENTRANCE/EXIT
 - WV = EXISTING OVERHEAD UTILITIES
 - WV = EXISTING SANITARY SEWER LINE
 - WV = SANITARY SEWER FORCE MAIN
 - WV = EXISTING WATER LINE
 - WV = LIMITS OF CONSTRUCTION
 - WV = UNDERGROUND COMMUNICATIONS LINE
 - WV = GAS LINE
 - WV = FIBER OPTIC LINE
 - WV = UNDERGROUND ELECTRICAL LINE
 - WV = UNDERGROUND CABLE
 - WV = SILT FENCE
 - WV = DRAINAGE EASEMENT
 - WV = RIPARIAN BUFFER
 - WV = SIGHT TRIANGLE
 - WV = SIGN EASEMENT
 - WV = ZONING CLASSIFICATION
 - WV = AREA TO BE DEMOLISHED
 - WV = EXISTING TREE



△ 12-13-19 (TOWN OF BEAUFORT COMMENTS)(NRW)
 UPDATED BOUNDARY ON CEDAR STREET TO
 REFLECT R/W CONVEYANCE
 REVISED DEMOLITION DUE TO REMOVAL OF
 DRIVES OFF OF MOORE & ORANGE STREETS

SHEET INDEX

SHEET 1 OF 3 - BOUNDARY & DEMOLITION PLAN
SHEET 2 OF 3 - PARKING LOT IMPROVEMENTS PLAN
SHEET 3 OF 3 - PARKING LOT DETAILS PLAN



Call 72 Hours Before You Dig!
 1-800-632-4949

- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

DEVELOPER: BEAUFORT PARTNERS, LLC
 P.O. BOX 14165
 NEW BERN, NC 28551
 (252) 635-7476

Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27638 252.756.1390	DESIGNED: MWB	APPROVED: MWB
	DRAWN: NRW	DATE: 05/13/19
	CHECKED: MWB	SCALE: 1" = 30'

SHEET 1 OF 3
 BOUNDARY & DEMOLITION PLAN

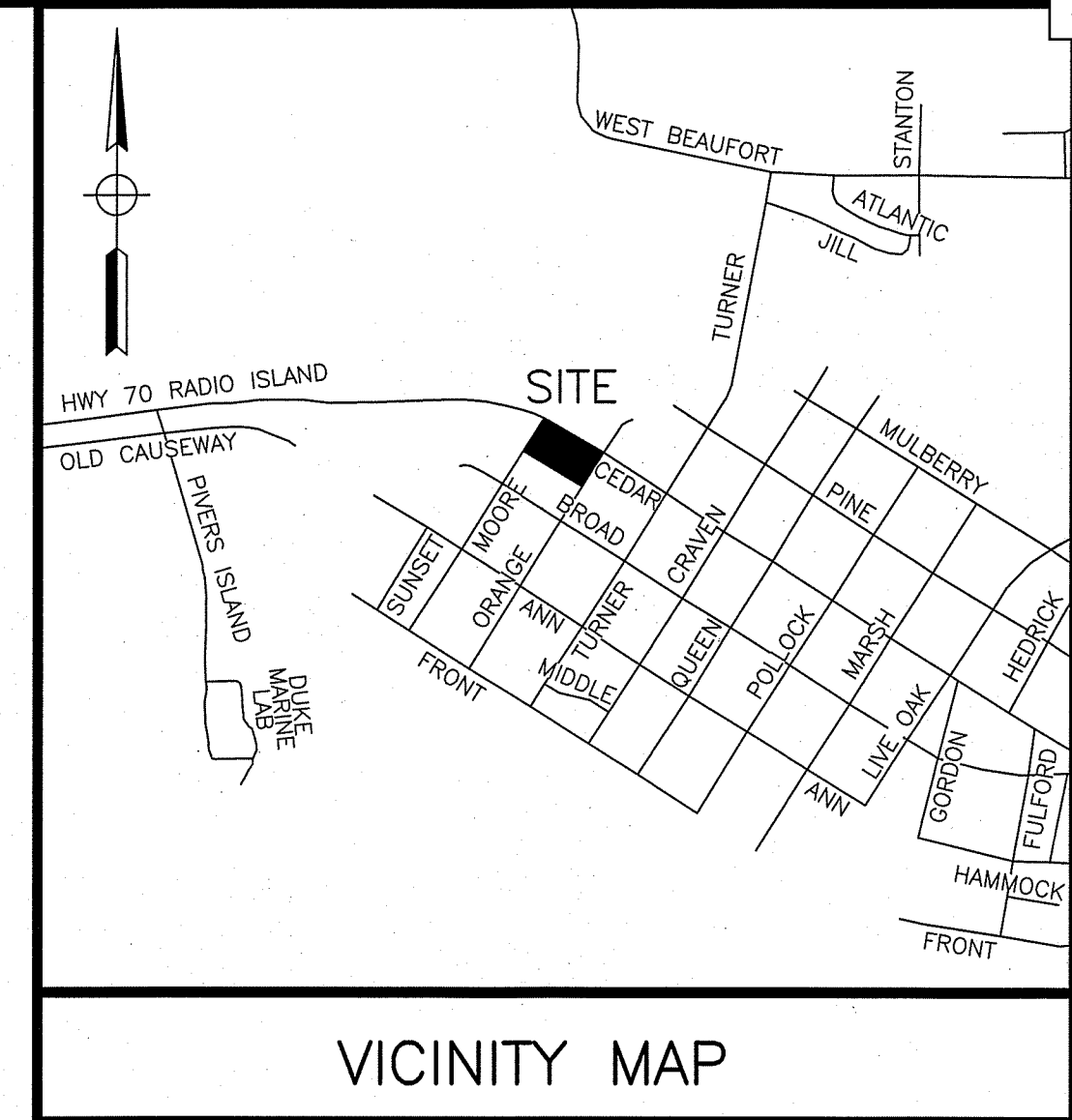
CEDAR STREET PARKING LOT

REFERENCE: DEED BOOK 879, PAGE 793 & DEED BOOK 937, PAGE 309 & DEED BOOK 1449, PAGE 1 OF THE CARTERET COUNTY REGISTER OF DEEDS
 BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BETTY APPERSON
 ADDRESS: P.O. BOX 625
 LAGRANGE, NC 28551
 PHONE: (252) 559-0592

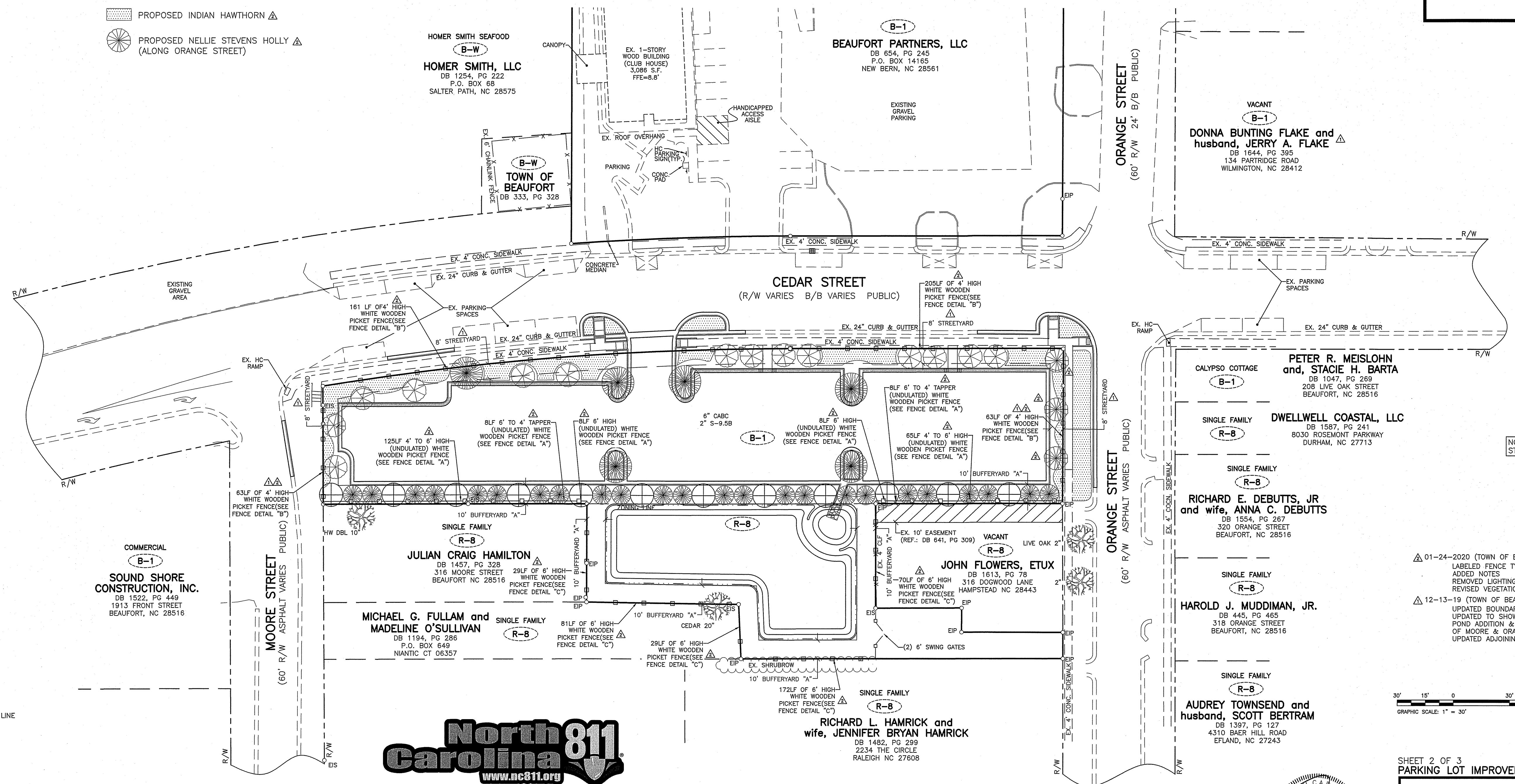
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 PIN #730617114784000
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Y:\DRAWINGS\07-160 Beaufort Yacht Club\HOTEL-2017\CEDAR STREET PARKING LOT IMPROVEMENTS-REV.dwg Men, Dec. 16, 2019 9:51:18am RWELLS



- LEGEND**
- ABS = ACRYLONITRILE-BUTADIENE-STYRENE
 - BB = BOTTOM OF BANK
 - B/B = BACK OF CURB TO BACK OF CURB
 - BC = BACK OF CURB
 - BD = BOLLARD
 - BFE = BASE FLOOD ELEVATION
 - BLD = BUILDING CORNER
 - BM = BENCH MARK
 - BMP = BEST MANAGEMENT PRACTICE
 - BO = BLOW OFF
 - BSP = BACTERIOLOGICAL SAMPLING POINT
 - BV = BALL VALVE
 - CATV = CABLE TELEVISION BOX
 - CB = CATCH BASIN
 - CLD = CENTERLINE DITCH
 - CLP = CENTERLINE PATH
 - CLR = CENTERLINE ROAD
 - CMF = CORRUGATED METAL PIPE
 - CO = CLEAN OUT
 - CONC = CONCRETE
 - CP = COMPACT PAVING SPACE
 - CPP = CORRUGATED PLASTIC PIPE
 - DI = DROP INLET
 - DIP = DUCTILE IRON PIPE
 - DS = DOWNSPRAW
 - DW = DRIVEWAY
 - ECM = EXISTING CONCRETE MONUMENT
 - EA = EXISTING IRON AXLE
 - EIP = EXISTING IRON PIPE
 - EIS = EXISTING IRON STAKE
 - ELEC = ELECTRICAL
 - ELM = ELECTRIC METER BOX
 - ELMH = ELECTRIC MANHOLE
 - EP = EDGE OF PAVEMENT
 - EPKH = EXISTING PARKER KALON NAIL
 - ERRS = EXISTING RAILROAD SPIKE
 - ESCP = EXTRA STRENGTH CONCRETE PIPE
 - FES = FLARED END SECTION
 - FPE = FINISHED FLOOR ELEVATION
 - FH = FIRE HYDRANT
 - FIRM = FLOOD INSURANCE RATE MAP
 - FM = FORCE MAIN
 - FMV = FORCE MAIN VALVE
 - F/O = FIBER OPTIC MARKER
 - GM = GAS METER
 - GV = GAS VALVE
 - GUY = GUY WIRE
 - HB = HOSE BIB
 - ICV = IRRIGATION CONTROL VALVE
 - INV = INVERT
 - JB = JUNCTION BOX
 - LP = LIGHT POLE
 - LSA = LANDSCAPED AREA
 - MB = MAIL BOX
 - MBL = MINIMUM BUILDING LINE
 - MH = MANHOLE
 - MHW = MEAN HIGH WATER
 - MP = METAL PIPE
 - MW = MONITORING WELL
 - N/S = NOT TO SCALE
 - OCS = OUTLET CONTROL STRUCTURE
 - OUP = OVERHEAD UTILITY POLE
 - PH = PUMP HOUSE
 - PC = POINT OF CURVATURE
 - PCC = POINT OF COMPOUND CURVATURE
 - POB = POINT OF BEGINNING
 - PRC = POINT OF REVERSE CURVATURE
 - PT = POINT OF TANGENCY
 - PVC = POLYVINYL CHLORIDE
 - RADIUS = RADIUS
 - RCP = REINFORCED CONCRETE PIPE
 - R/W = RIGHT-OF-WAY
 - SIP = SET IRON PIPE
 - SIN = SET MANHOLE
 - SPKN = SET PARKER KALON NAIL
 - SRRS = SET RAILROAD SPIKE
 - SS = SEWER SERVICE
 - SSMH = SANITARY SEWER MANHOLE
 - STMH = STORM SEWER MANHOLE
 - SV = SEWER VENT
 - SW = SIDEWALK
 - SWHDPE = SMOOTH WALL HDPE
 - SWPPP = SMOOTH WALL PLASTIC PIPE
 - TB = TOP OF BANK (TOPO ONLY)
 - TBK = TOP OF BLOCK
 - TBR = TO BE REMOVED
 - TC = TOP OF CURB
 - TCONC = TOP OF CONCRETE
 - TG = TOP OF GRAVEL
 - TLMH = TELEPHONE MANHOLE
 - TP = TOP OF PAVEMENT
 - TSW = TOP OF SIDEWALK
 - TLMH = TELEPHONE MH
 - TOT = TOTAL
 - TPED = TELEPHONE PEDESTAL
 - TRANS = ELECTRICAL TRANSFORMER
 - TSP = TRAFFIC SIGNAL SUPPORT POLE
 - UTP = UTILITY POLE
 - VG = VALLEY GUTTER
 - WDL = WOODS LINE
 - WM = WATER METER BOX
 - WP = WETLAND POINT
 - WS = WRAPPED STEEL
 - WV = WATER VALVE
 - = NOT TO SCALE
 - = CLASS "B" STONE APRON
 - = CONSTRUCTION ENTRANCE/EXIT
 - = EXISTING OVERHEAD UTILITIES
 - = EXISTING SANITARY SEWER LINE
 - = SANITARY SEWER FORCE MAIN
 - = EXISTING WATER LINE
 - = LIMITS OF CONSTRUCTION
 - = UNDERGROUND COMMUNICATIONS LINE
 - = GAS LINE
 - = FIBER OPTIC LINE
 - = UNDERGROUND ELECTRICAL LINE
 - = UNDERGROUND CABLE
 - = SILT FENCE
 - = DRAINAGE EASEMENT
 - = RIPARIAN BUFFER
 - = SIGHT TRIANGLE
 - = SIGN EASEMENT
 - = ZONING CLASSIFICATION
 - = AREA TO BE DEMOLISHED
 - = EXISTING TREE

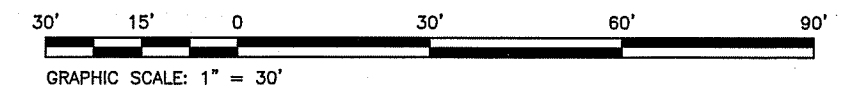
- LEGEND**
- PROPOSED LIVE OAK
 - PROPOSED FLOWERING DOGWOOD
 - PROPOSED WAX MYRTLE
 - PROPOSED AMERICAN HOLLY
 - △ PROPOSED INDIAN HAWTHORN
 - △ PROPOSED NELLIE STEVENS HOLLY (ALONG ORANGE STREET)



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1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

- △ 01-24-2020 (TOWN OF BEAUFORT COMMENTS)(NRW) LABELED FENCE TYPES AND LENGTHS ADDED NOTES REMOVED LIGHTING INFORMATION FROM PLANS REVISED VEGETATION TYPES
- △ 12-13-19 (TOWN OF BEAUFORT COMMENTS)(NRW) UPDATED BOUNDARY ON CEDAR STREET TO UPDATED TO SHOW REVISED PARKING AND POND ADDITION & REMOVAL OF DRIVES OFF OF MOORE & ORANGE STREETS UPDATED ADJOINING PROPERTY OWNER



SHEET 2 OF 3
PARKING LOT IMPROVEMENTS

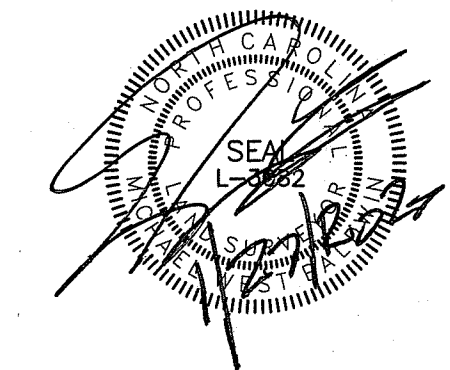
CEDAR STREET PARKING LOT

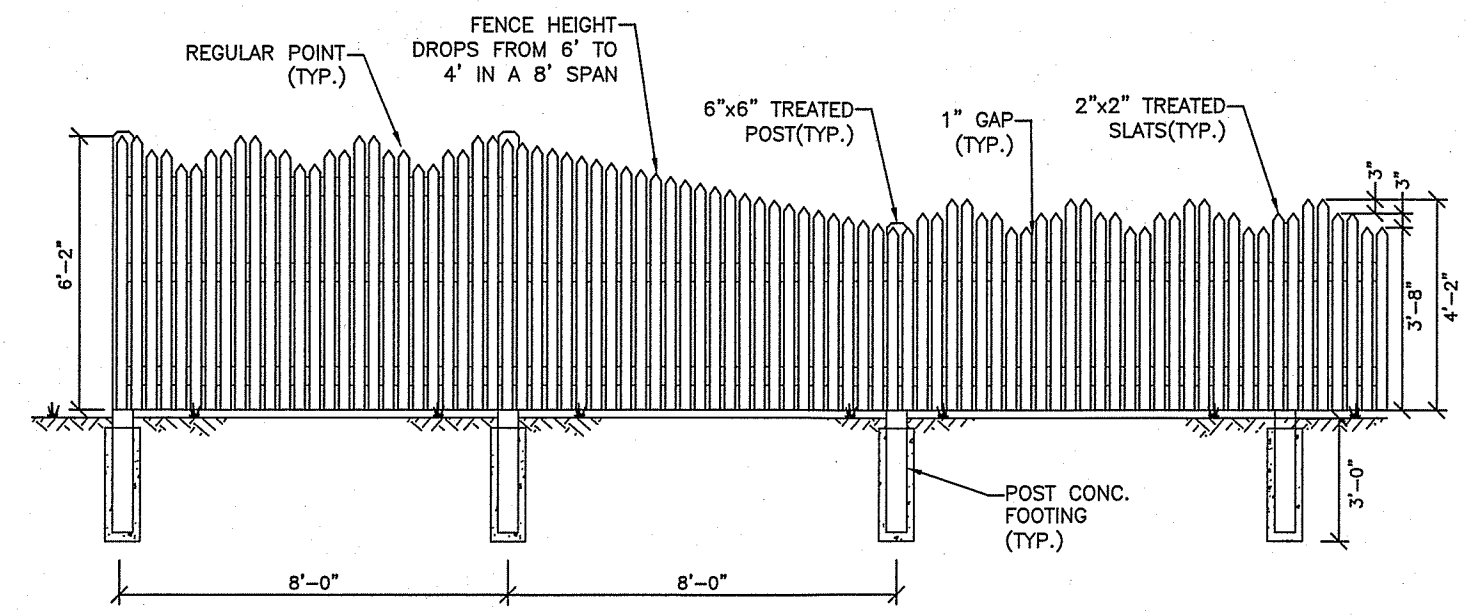
REFERENCE: DEED BOOK 879, PAGE 793 & DEED BOOK 937, PAGE 309 & DEED BOOK 1449, PAGE 1 OF THE CARTERET COUNTY REGISTER OF DEEDS
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 625
LAGRANGE, NC 28551
PHONE: (252) 559-0592

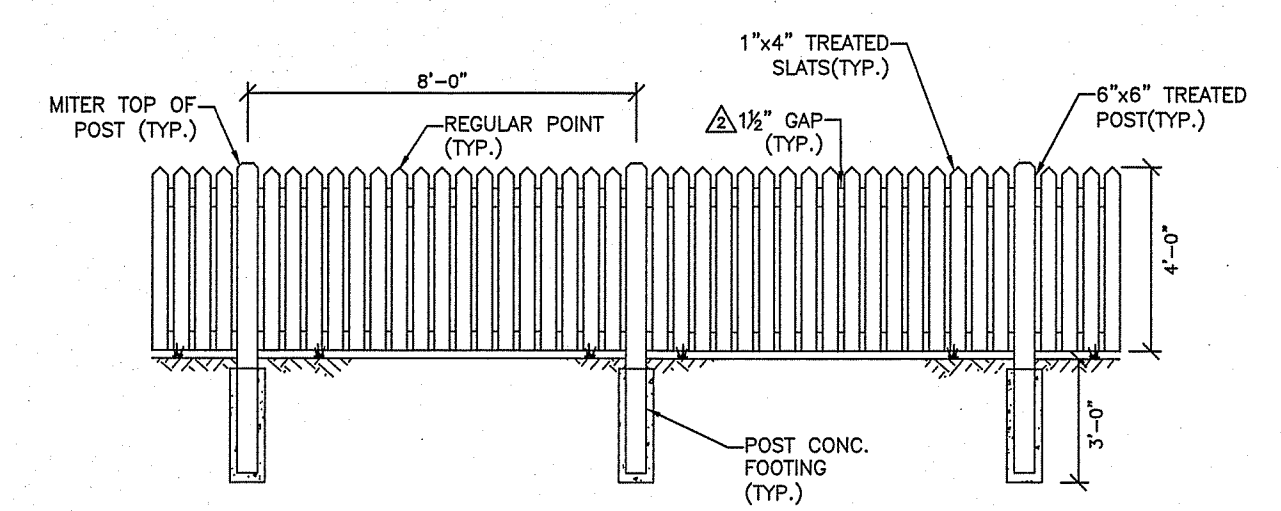
DEVELOPER: BEAUFORT PARTNERS, LLC
P.O. BOX 14165
NEW BERN, NC 28561
(252) 635-7476

	DESIGNED: MWB	APPROVED: MWB
	DRAWN: NRW	DATE: 05/13/19
	CHECKED: MWB	SCALE: 1" = 30'

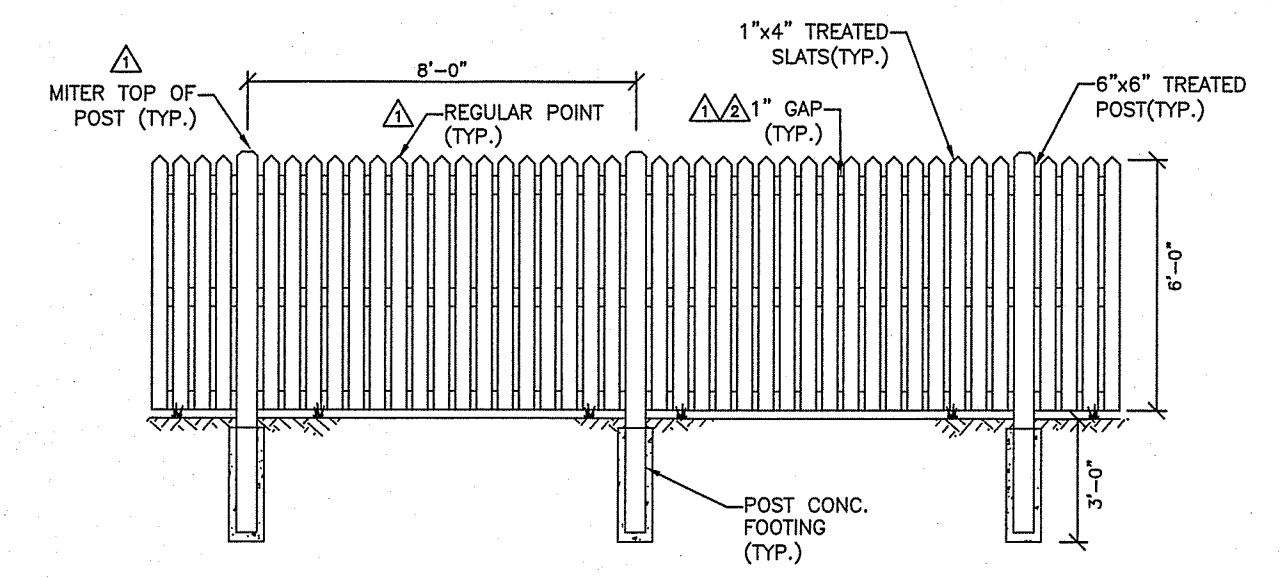




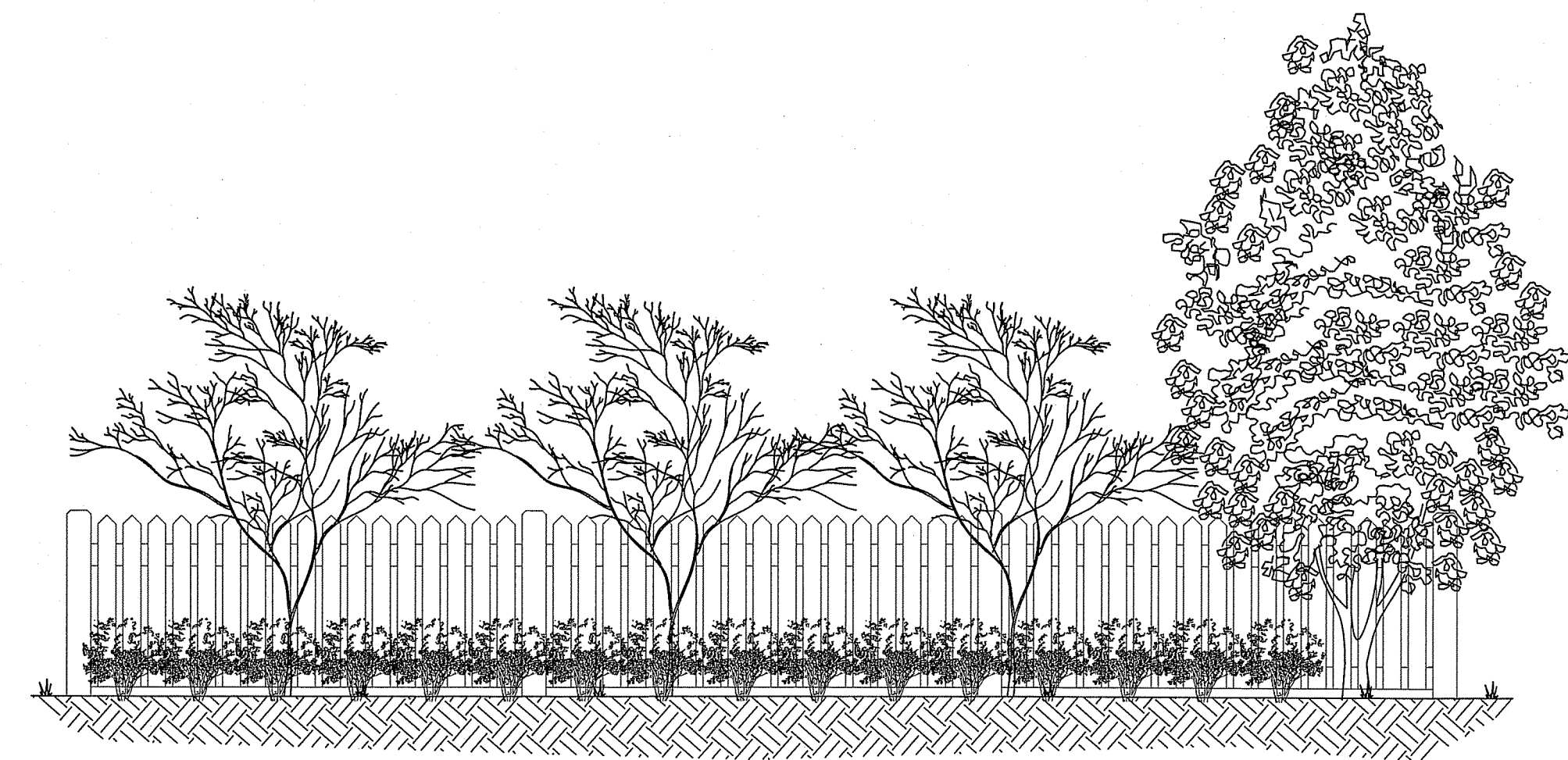
4' TO 6' (UNDULATED) FENCE DETAIL "A"
(ALONG ADJOINING PROPERTY LINES)
SCALE: N.T.S.



4' FENCE DETAIL "B"
(ALONG ROAD FRONTAGE)
SCALE: N.T.S.



6' WOOD PRIVACY FENCE DETAIL "C"
(ALONG POND PERIMETER)
SCALE: N.T.S.



STREET ELEVATION VIEW (ALONG MOORE STREET)
SCALE: N.T.S.

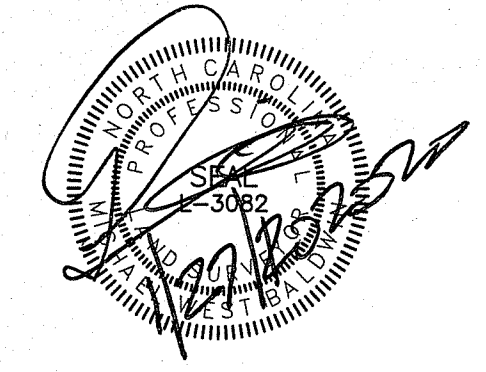
- ▲ 01-24-2020 (TOWN OF BEAUFORT COMMENTS)(NRW)
REVISED AND ADDED DETAILS FOR FENCE TYPES
UPDATED DECORATIVE LIGHT DETAIL NOTES
REMOVED LIGHTING DETAILS
- ▲ 12-13-2019 (TOWN OF BEAUFORT COMMENTS)(NRW)
REMOVED DETAILS FOR CHARGING STATIONS
REVISED DETAILS FOR PRIVACY FENCE
UPDATED DECORATIVE LIGHT DETAIL NOTES

SHEET 3 OF 3
PARKING LOT DETAILS

CEDAR STREET PARKING LOT

REFERENCE: DEED BOOK 879, PAGE 793 & DEED BOOK 937, PAGE 309 & DEED BOOK 1449, PAGE 1 OF THE CARTERET COUNTY REGISTER OF DEEDS
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BETTY APPERSON
ADDRESS: P.O. BOX 625
LAGRANGE, NC 28551
PHONE: (252) 559-0592



	DESIGNED: N/A	APPROVED: MWB
	DRAWN: NRW	DATE: 05/13/19
	CHECKED: MWB	SCALE: AS SHOWN



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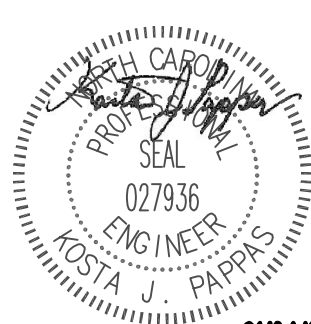
Charlotte, NC 28217

704.372.7755

www.vpce.com

**CEDAR ST
PARKING**

BEAUFORT, NC



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REVISION # DATE

PROJECT #: 4833

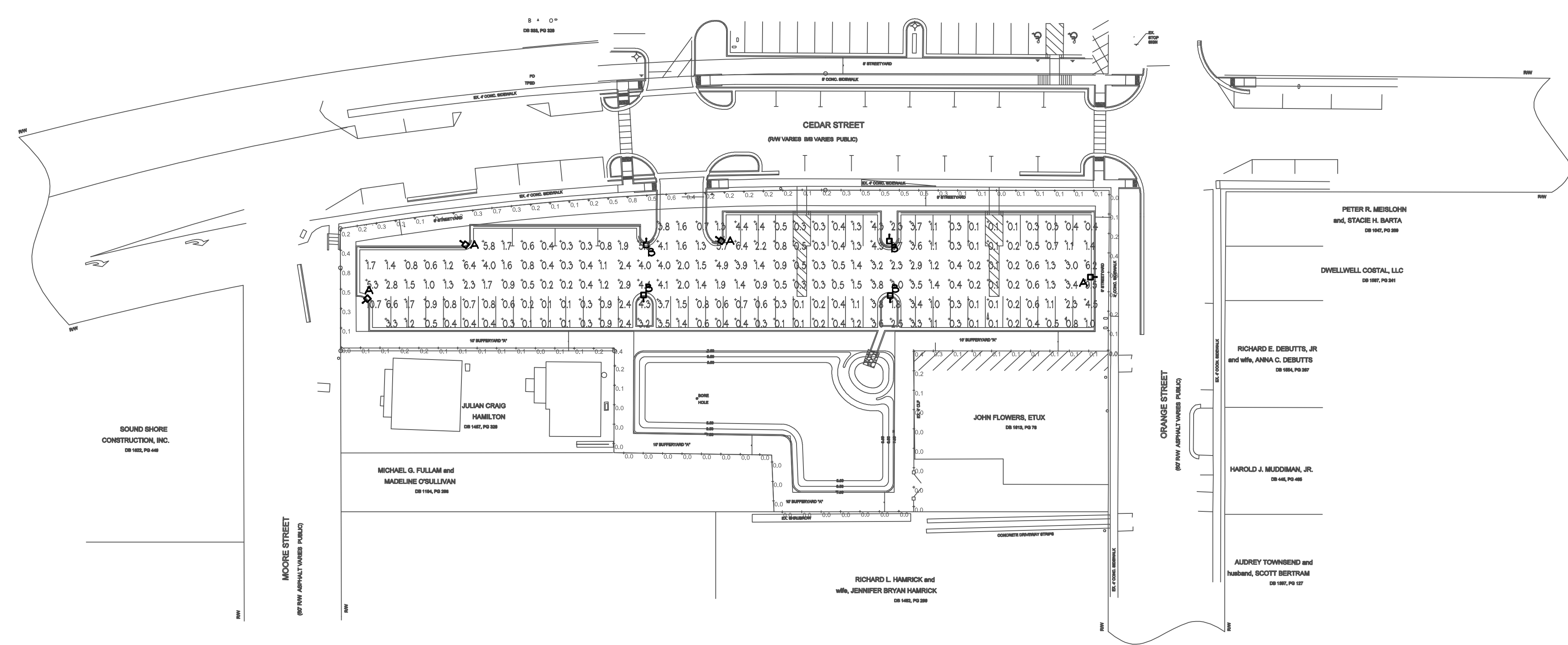
DATE: 01/24/2020

DRAWN BY: JTE

CHECKED BY: DP

SITE LIGHTING PLAN

ES1



1 SITE LIGHTING PLAN
ES1 1" = 40'

STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING	-	1.6 fc	10.6 fc	0.1 fc	106.0:1	16.0:1
PROPERTY LINE	-	0.2 fc	0.8 fc	0.0 fc	N/A	N/A

SITE LIGHTING FIXTURE SCHEDULE

SYMBOL OR TAG LETTER	MANUF.	CATALOG NUMBER	LAMP DATA		WATTS	MOUNTING	DESCRIPTION
			NO.	TYPE			
A	LSI	XDL5-FT-LED-S6-WW	1	LED	68.8	POLE TOP	12' - HEIGHT
B	LSI	XDL5-5-LED-S6-WW	1	LED	68.7	POLE TOP	12' - HEIGHT

LED LIFESTYLE SMALL DECORATIVE AREA LIGHTS (XDLS)



US patent 7,828,456 8,002,428, 8,177,386 8,434,893 8,567,983 and US & int'l. patents pending

SMARTTEC™ - LSI drivers feature integral sensor which reduces drive current when ambient temperatures exceed rated temperature

ENERGY SAVING CONTROL OPTION - DIM - 0-10 volt dimming enabled with controls by others. BLS - Bi-level switching responds to external line voltage signal from separate 120-277V controller or sensor (by others), with low light level decreased to 30% maximum drive current.

LEDS - Select high-brightness LEDs in Cool White (5000K), Neutral White (4000K) or Warm White (3500K) color temperature. 70 CRI CW. 80 CRI NW and WW.

DISTRIBUTION PATTERN - Types 3, FT and 5. Exceptional uniformity creates bright environment at lower light levels. **Improved backlight cutoff minimizes light trespass.**

CROWN - Cast aluminum. Wiring emerges from crown through compression seal fitting to prevent water entry. One-piece silicone gasket seals crown to shade for water- and dust-tight construction.

SHADES - Spun aluminum. Two shade styles available - A - Angle and B - Bell.

OPTICAL UNIT - Optical unit and aluminum door frame recessed into shade and sealed with one-piece silicone gasket. Clear tempered flat glass lens sealed with silicone gasket to door frame (includes pressure-stabilizing breather). Optical unit is tethered and provides access to driver. Door frame retaining fasteners are captive.

BRACKETS - Brackets are extruded and cast aluminum assemblies or fabrications. All decorative elements are die cast or extruded aluminum.

MOUNTING - Classic Hook (CH), Side Arm (SA - 4" O.D. minimum pole top required), Wall Mount (W - for use with CH or SA style) and Universal Pole Clamp (UCL) available. See Steel Round Pole and Aluminum Round Pole data sheets for pole selection information. Side Arm pole mount requires 3" reduced drilling pattern. Classic hook mount requires a 4" O.D. pole or tenon.

ELECTRICAL - Two-stage surge protection (including separate surge protection built into electronic driver) meets IEEE C62.41.2-2002, Location Category C. Available with universal voltage power supply 120-277VAC (UE - 50/60Hz input), and 347-480 VAC. Optional button-type photocells (PCI) are available in 120, 208, 240, 277 or 347 volt (supply voltage must be specified).

DRIVERS - Available in SS (Super Saver) and HO (High Output) drive currents (Drive currents are factory programmed.). Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

OPERATING TEMPERATURE - -40°C to +50°C (-40°F to +122°F).

FINISH - Each fixture is finished with LSI's DuraGrip polyester powder coat process. The DuraGrip finish withstands extreme weather changes without cracking or peeling.

WARRANTY - LSI LED fixtures carry a limited 5-year warranty.

PHOTOMETRICS - Please visit our web site at www.lsi-industries.com for detailed photometric data.

SHIPPING WEIGHT (IN CARTON) - 24 lbs. (10.8 kg)

LISTINGS - UL listed to U.S. and Canadian safety standards. Suitable for wet locations

This product, or selected versions of this product, meet the standards listed below. Please consult factory for your specific requirements.

		Lumens (Nominal)			Watts (Nominal)
		Type 3	Type FT	Type 5	
Cool White	SS	7100	6540	6220	71
	HO	9600	8990	8500	106
Neutral White	SS	6510	5840	5680	71
	HO	8810	7890	7780	106
Warm White	SS	4790	5170	5010	71
	HO	6460	6880	6740	106

LED Chips are frequently updated therefore values may increase.



LED LIFESTYLE SMALL DECORATIVE AREA LIGHTS (XDLS)

PRODUCT ORDERING INFORMATION

TYPICAL ORDER EXAMPLE: **XDLSB 3 LED SS CW UE BLK CH S PCI120**

Prefix	Distribution	Light Source	Drive Current	Color Temp	Input Voltage	Finish	Mounting Style ^{1,2}	Mounting Configuration ^{1,2}	Options
XDLSA ¹ Angle Shade	3 - Type III 5 - Type V	LED	SS - Super Saver	CW - Cool White (5000K) NW - Neutral White (4000K) WW - Warm White (3500K)	UE - Universal Electronic (120-277V) 347-480 Universal Voltage (347-480V)	BLK - Black BRZ - Bronze WHT - White GPT - Graphite MSV - Metallic Silver PLP - Platinum Plus SVG - Satin Verde Green	CH - Classic Hook SA4 - Side Arm Mount for 4" O.D. Round Poles ³ SA5 - Side Arm Mount for 5" O.D. Round Poles ³ UCL4 - Universal Pole Clamp for 4" O.D. Round Poles UCL5 - Universal Pole Clamp for 5" O.D. Round Poles	S - Single D180 - Double D90 - Double ⁴ T90 - Triple ⁴ TN120 - Triple ⁴ Q90 - Quad ⁴ W - Wall Mount (For use with CH or Side Arm Mounting Style)	DIM - 0-10 Volt Dimming (from external signal) ⁵ BLS - Bi-level Switching (from external 120-277V signal) ⁵ Button Type Photocells PCI120 - 120V PCI208-277V - 208-277V PCI347 - 347V

ACCESSORY ORDERING INFORMATION (Accessories are field installed)			
Description	Order Number	Description	Order Number
FK120 Single Fusing (120V)	FK120 ⁶	DFK480 Double Fusing (480V)	DFK480 ⁶
FK277 Single Fusing (277V)	FK277 ⁶	FK347 Single Fusing (347V)	FK347 ⁶
DFK208, 240 Double Fusing (208V, 240V)	DFK208, 240 ⁶		

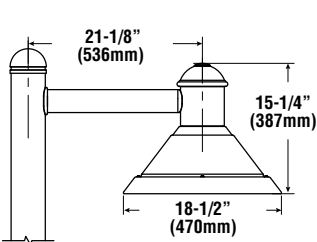
LUMINAIRE EPA CHART - XDLS	
Single	1.6
D180°	2.7
D90°	2.3
T90°	3.3
TN120°	3.4
Q90°	4.1

Note: Includes Bracket

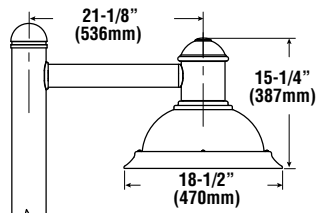
FOOTNOTES:

- When ordering a multiple configuration (D180, etc.) order one fixture/bracket configuration per pole - i.e. order one XDLSB 3 LED SS CW UE BLK CH D180 PCI120 to receive two fixtures and one CH D180 bracket (see drawing on this page). See STEEL ROUND POLES and ALUMINUM ROUND POLES data sheets for pole ordering information.
- See Lifestyle Bracket ordering chart for Mounting Style/Configurations availability.
- 3- 3" reduced drilling pattern required.
- For use with SA4 and SA5 mounting styles only.
- DIM and BLS cannot be ordered together.
- Fusing must be located in the hand hole of pole.

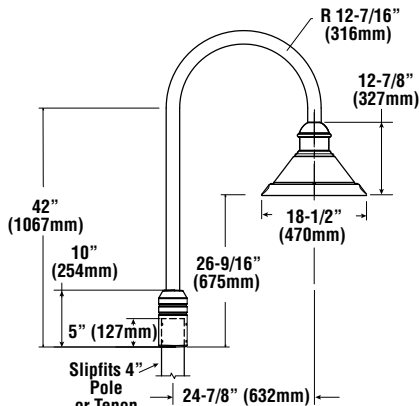
DIMENSIONS



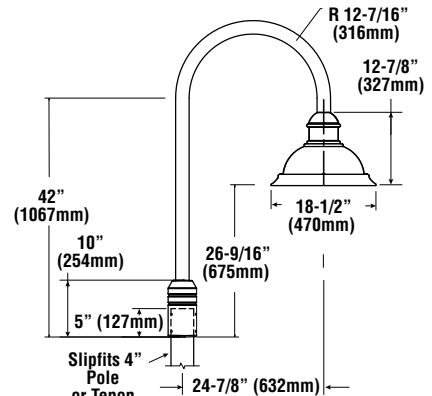
SIDE ARM (SA4 S) - ANGLE SHADE



SIDE ARM (SA4 S) - BELL SHADE

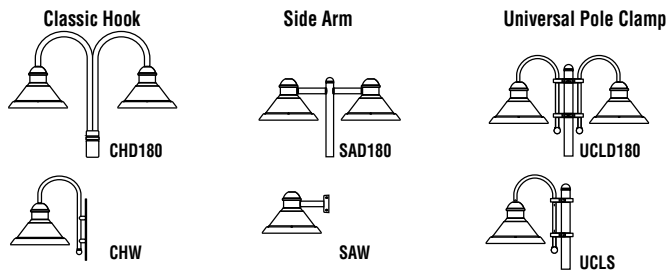


CLASSIC HOOK (CH S) - ANGLE SHADE



CLASSIC HOOK (CH S) - BELL SHADE

See Lifestyle Brackets and Mounts in outdoor section of latest Buyers Guide for details on other bracket sizes.



LED LIFESTYLE SMALL DECORATIVE AREA LIGHTS (XDLS)

BUG LISTING

XDLS - TYPE 3

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	9603	106.1	91	B2-U0-G2
SS	CW	7096	71.4	99	B1-U0-G1

XDLS - TYPE 5

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	8501	106	80	B3-U0-G1
	NW	7779	104	75	B3-U0-G1
SS	CW	6225	71	88	B3-U0-G1
	NW	5685	71	80	B2-U0-G1
	WW	5007	70	72	B2-U0-G1

XDLS - TYPE FT

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	8994	106	85	B1-U0-G2
	NW	7891	104	76	B1-U0-G2
SS	CW	6543	71	92	B1-U0-G2
	NW	5846	71	83	B1-U0-G2
	WW	5171	70	74	B1-U0-G1

* Color Temperature: WW-3000K, NW-4000K, CW-5000K

APPENDIX B Vehicle Accommodation Area (VAA) Calculations

VAA Calculations.

1) Required Landscaping Area of VAAs.

The following is an elementary formula for determining the number of shade trees required in and around parking lots in order to presumptively satisfy the landscaping requirements of this section.

Table B-1 VAA Landscaping Calculations

1. Including parking spaces, driveways, loading areas, parking isles, and other circulation areas and not including building area or any area which will remain completely undeveloped, calculate square footage of the VAA.	53,906 sq. ft.
2. Required landscaping percentage.	12%
3. For required landscaping area, multiply line 1 by line 2.	6,469 sq. ft.
4. Interior landscaping percentage.	50 %
5. For the required landscaping in the interior of the VAA, multiply line 3 and line 4.	3,234 sq. ft.
6. Existing landscaping area, if any, to be retained in and around the VAA.	N/A sq. ft.
7. Subtract line 3 from line 6. This is the landscape area required.	N/A sq. ft.

2) Impervious Surface Ratio (ISR).

The ISR is a measure of the amount of impervious surface relative to the total development area.

Table B-2 ISR Calculations

8. Total amount of impervious surface area on the lot including building area, parking spaces, driveways, loading areas, parking aisles, and other circulation areas and not including any area which will remain completely undeveloped.	73,194 sq. ft.
9. Total development impact area (do not include areas in wetlands or flood plains)	61,802 sq. ft.
10. For Impervious Surface Ratio (ISR), divide line 1 by line 2:	0.84 %
11. Including parking spaces, driveways, loading areas, parking aisles, and other circulation areas and not including building area or any area which will remain completely undeveloped, calculate the square footage of the VAA.	53,906 sq. ft.

3) Impervious Surface Intensity (ISI).

The ISI categorizes intensity based upon the ISR.

Table B-3 ISI Categories

Impervious Surface Ratio (ISR)	Impervious Surface Intensity (ISI)
0.86 - 1.0%	High
0.70 - 0.85%	Moderately High
0.41 - 0.69%	Moderate
0.40% and below	Low

Land Development Ordinance for the Town of Beaufort

4) Required VAA Landscaping Calculations.

The following calculations determine required tree and shrub landscaping.

Table B-4 Required VAA Landscaping Calculations

12. Deciduous trees needed (use ISR from line 11 above to determine ISI ratio): For High ISR , enter 0.0003: For Moderately High ISR , enter 0.00025: For Moderate ISR , enter 0.00020: For Low ISR , enter 0.00016:	<u>13</u> Trees	
13. Shrubs needed (use ISR from line 11 above to determine ISI ratio): For High ISR , enter 0.0030: For Moderately High ISR , enter 0.0020: For Moderate ISR , enter 0.0010: For Low ISR , enter 0.0003:	<u>108</u> Shrubs	
14. Is the amount of parking more than what is prescribed in section 13	If <u>YES</u> go to line 15	If NO stop here.
15. For extra trees required, multiply line 12 by 0.05:	<u>1</u> Trees	
16. For extra shrubs required, multiply line 13 by 0.05:	<u>5</u> Shrubs	
17. Subtotal (deciduous trees) add line 12 & line 15:	<u>14</u> Trees	
18. Subtotal (shrubs) add line 13 & line 16:	<u>113</u> Shrubs	
Exceptions to Landscaping. Check all boxes which apply in lines 19-22.		
19. A minimum of 30% of the parking is provided in the side or rear of the building.	✓	
20. VAAs are distinctly divided into smaller units (each less than 25,000 ft. ²).	✓	
21. Storm water detention pond is incorporated with the landscaping elements.	N/A	
22. A minimum of 20% of the total VAAs are paved using paving grids.	N/A	
23. Total number of boxes checked in lines 19 through 22:	<u>2</u>	
24. Reduction multiplier: Multiply line 23 by 0.05 (5% reduction in required landscaping)	<u>0.1</u> %	
Additional Exemptions. Check all boxes which apply in lines 25-27.		
25. Street trees planted at a rate of 1 per 30' of street.	N/A	
26. Evergreen shrubs screen VAAs from adjacent lots and street rights-of-way.	N/A	
27. Adequate provisions have been made for pedestrian and bike traffic by installing walkways, bikeways, bicycle parking, and other similar facilities within the VAAs.	N/A	
28. Total number of boxes checked in lines 25 – 27:	<u>0</u>	
29. Reduction in landscaping : Multiply line 28 by 0.1 (10% reduction in required landscaping)	<u>0</u> %	

Land Development Ordinance for the Town of Beaufort

30. Total Exemptions – add line 24 & line 29:		<u>0.1%</u>
Reduction in Landscaping.		
31. For the reduction in the number of deciduous trees required, multiply line 17 and line 30:		<u>1.4</u> Trees
32. For the reduction in the number of shrubs required, multiply line 18 and line 30:		<u>11.3</u> Shrubs
TOTAL LANDSCAPING REQUIRED		
33. Deciduous Trees: Subtract line 31 from line 17:		<u>13</u> Trees
34. Shrubs: Subtract line 32 from line 18:		<u>102</u> Shrubs

When the determination of the number of trees and shrubs required by this table results in a total of a fractional tree or shrub, any fraction up to and including one-half should be rounded down; any fraction in excess of one-half shall be counted as one additional tree or shrub.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

September 3, 2019

Town of Beaufort
Attention: John Day
701 Front St.
Beaufort, NC 28516

Mr. Day,

This is to follow up on our conversation regarding the right of way along Cedar Street between Orange Street and Moore Street. We have received requests from the adjoining property owners to reduce our current right of way width from 100' to 60'. After reviewing this request, the Department is moving forward with disposing of the additional 20' of right of way on either side of the road in front of the Betty C. Apperson Property and Beaufort Partners LLC. With the construction of the new Gallant's Channel Bridge project, the US 70 designation was moved to the new roadway and Cedar Street is now designated as SR 1493. After looking at both the current and future use of the roadway in this area, we do not anticipate the need for the additional right of way beyond 60'. I have attached a map provided by the requesting parties designating the proposed disposal.

As with any right of way disposal, we must carry this request to our Right of Way Disposal Committee for review and concurrence. This should take place during the month of November.

If you need any additional information, please contact my office.

Sincerely

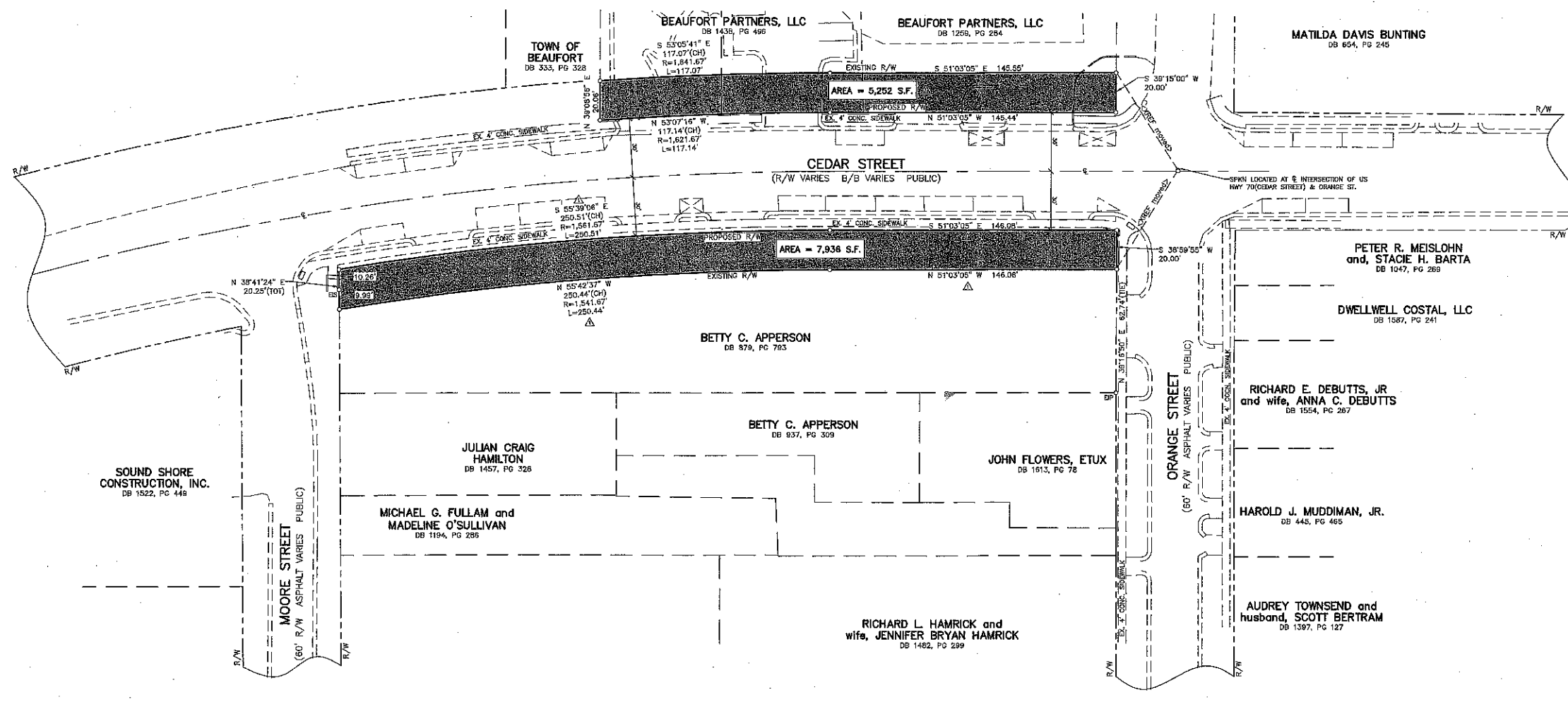
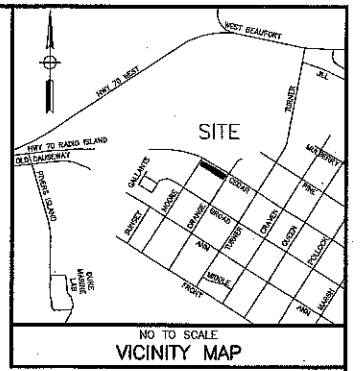
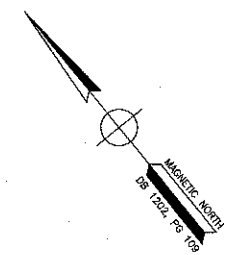
Preston Hunter, P.E.
Division Engineer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 2
2815 ROUSE ROAD EXTENSION
KINSTON, NC 28504

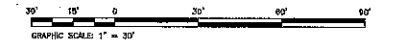
Telephone: (252)775-6100
Fax: (252) 830-3352
Customer Service: 1-877-368-4968

Location:
2815 ROUSE ROAD EXTENSION
KINSTON, NC 28504

Website: w 228 gov



△ REVISED: 08-21-19 (NCDOT COMMENTS)(NRW)
REVISED EXISTING RIGHT-OF-WAY
SHOWED ADDITIONAL AREA TO BE CONVEYED



SHEET 1 OF 1
RIGHT-OF-WAY CONVEYANCE MAP PIN #730817115739000

CEDAR STREET RIGHT-OF-WAY

REFERENCE: DEED BOOK 879, PAGE 793, DEED BOOK 1438, PAGE 498 & DEED BOOK 1259, PAGE 284 OF THE CARTERET COUNTY REGISTER OF DEEDS
BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

OWNER: BEAUFORT PARTNERS, LLC ADDRESS: P.O. BOX 14165 NEW BERN, NC 28561 PHONE: (252) 635-7476	OWNER: BETTY C. APPERSON ADDRESS: P.O. BOX 625 LORANGE, NC 28551 PHONE: (252) 359-0592
---	---

Baldwin Design Consultants, PA
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BULLEWAR
GREENVILLE, NC 27659 252.756.1380

SURVEYED: MRB	APPROVED: MRB
DRAWN: NRW	DATE: 08/05/19
CHECKED: MRB	SCALE: 1" = 30'

CLOSURE CHECK BOUNDARY

CHECKED: NRW	DATE: 08/05/19
--------------	----------------



- GENERAL NOTES**
- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 - A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE CARTERET COUNTY FIRM 37207306004, DATED JULY 16, 2003. BFE = 6.0' (NAVD 88), 7.04' (NOVD 1929).
 - REFERENCE: DEED BOOK 879, PAGE 793 OF THE CARTERET COUNTY REGISTER OF DEEDS.
 - ALL ELEVATIONS ARE RELATIVE TO NATIONAL GEODETIC VERTICAL DATUM (NOVD 1929).

- LEGEND**
- R/W = RIGHT-OF-WAY
 - MBL = MINIMUM BUILDING LINE
 - EIP = EXISTING IRON PIPE
 - EIS = EXISTING IRON STAKE
 - EPKN = EXISTING PARKER KALON NAIL
 - SPKN = SET PARKER KALON NAIL
 - SMN = SET MAG NAIL
 - CL = CENTERLINE
 - TOT = TOTAL
 - PC = POINT OF CURVATURE
 - PT = POINT OF TANGENCY
 - EMN = EXISTING MAG NAIL
 - B/B = BACK OF CURB TO BACK OF CURB
 - ~ = NOT TO SCALE

Baldwin Design Consultants, PA
www.bdc11.com

Call 72 Hours Before You Dig!
1-800-632-4949

- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.

X:\DRAWINGS\07-180 Beaufort Yeark Ches\0718-2017\BARRICADES\19-M CONVEYANCES MAP.dwg P1, Aug 23, 2019, 10:00am RWELLS



January 31, 2022

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

VIA Email: k.garner@beaufortnc.org

REF: Extension of the Site Plan and associated Town approvals for Compass Suites
Hotel

Dear Mr. Garner:

Pursuant to our telephone conversation this morning and in behalf of Beaufort Partners, LLC, we would like to request the permits for Compass Suites Hotel and all associated improvements be extended.

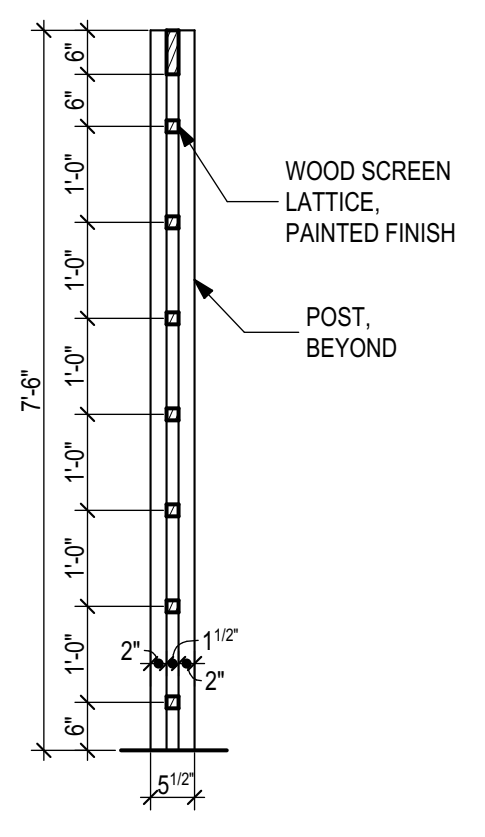
Thank you for your prompt expedition of this request. As always, feel free to contact me with any questions.

Sincerely,

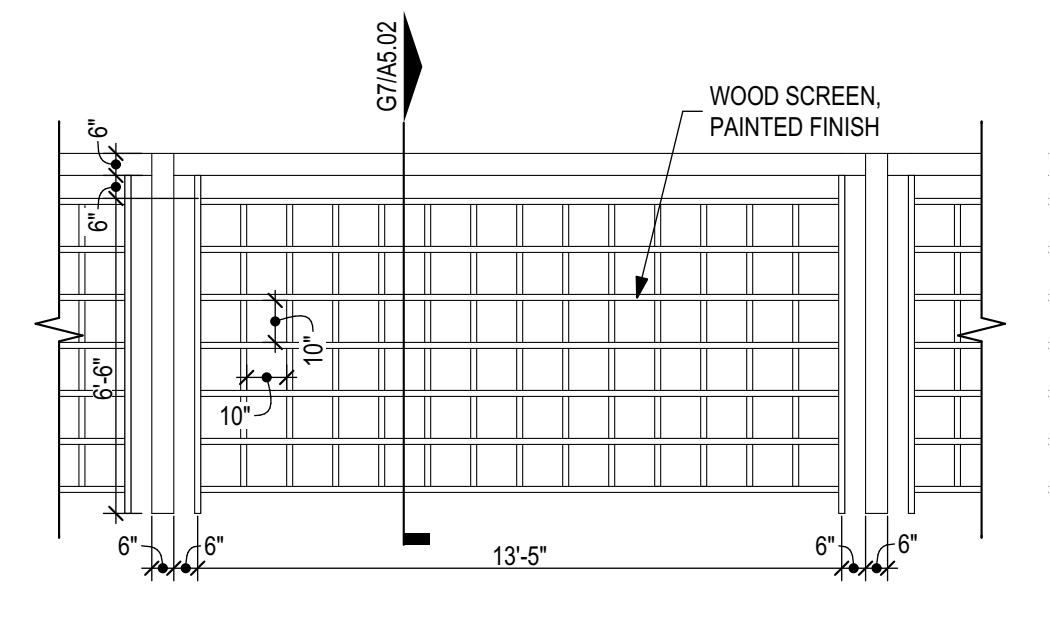
Michael W. Baldwin, PLS
President

MWB/dp

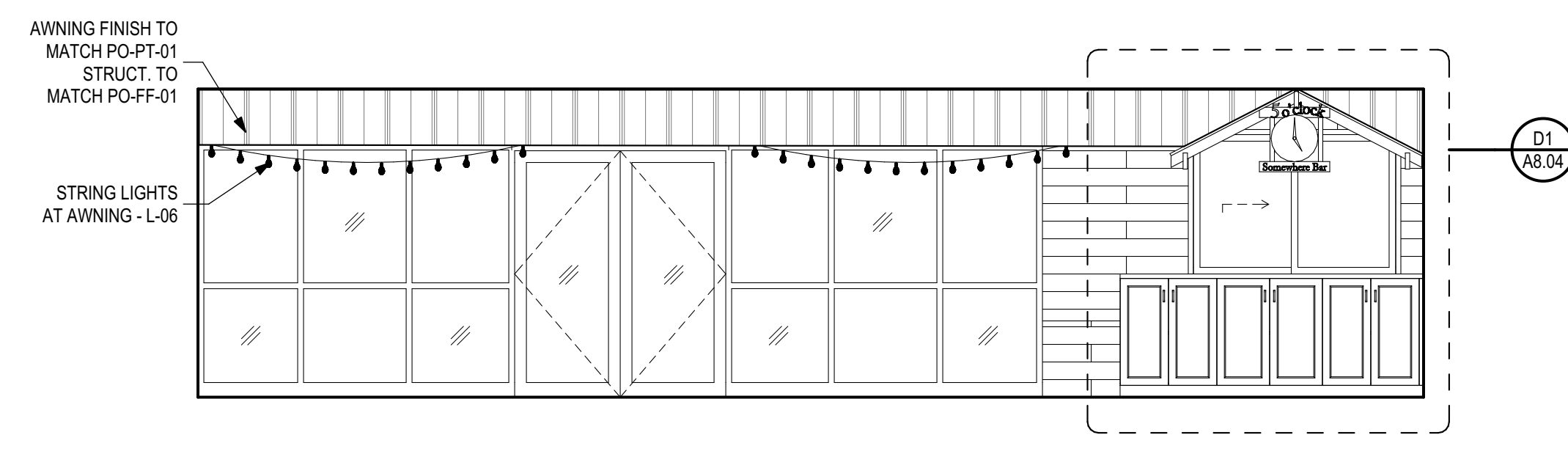
cc: Beaufort Partners, LLC



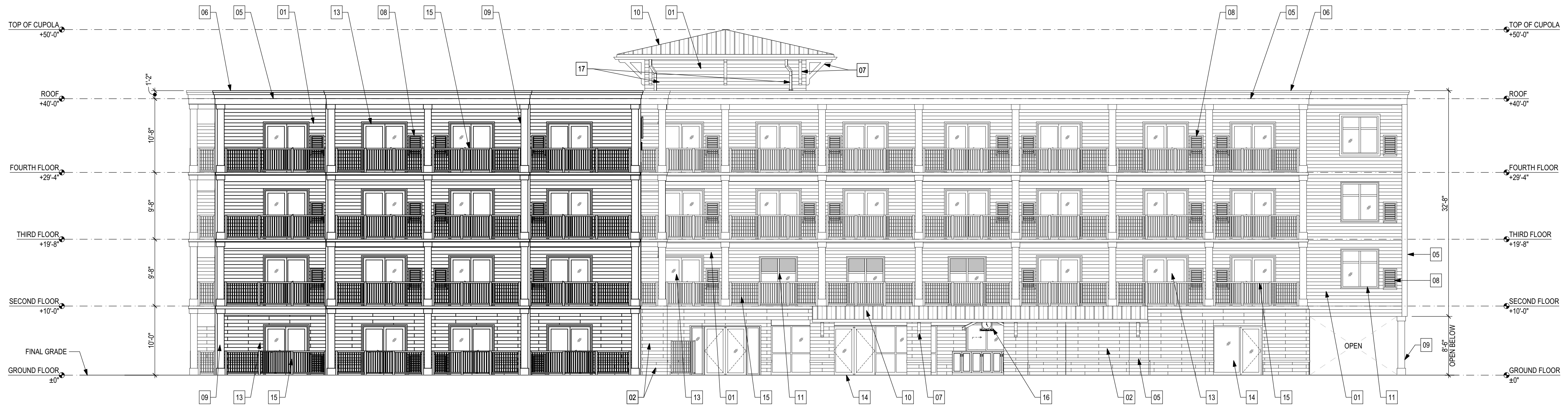
PRIVACY SCREEN SECTION
SCALE: 1/2" = 1'-0" **G7**



PRIVACY SCREEN ELEVATION
SCALE: 1/4" = 1'-0" **G5**



OUTDOOR DINING ELEVATION
SCALE: 1/4" = 1'-0" **G1**



NORTH ELEVATION
SCALE: 1/8" = 1'-0" **D3**

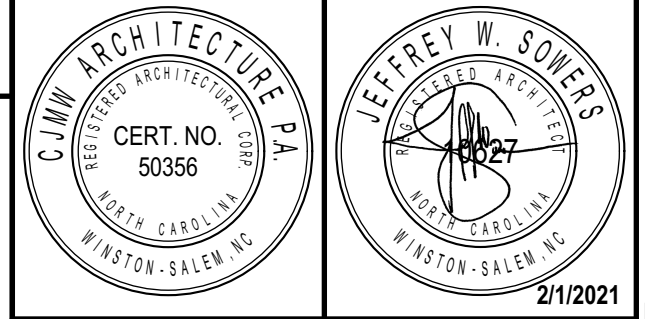
ELEVATION NOTES

- | | |
|--|--|
| 01 FIBER CEMENT LAP SIDING - JAMES HARDIE HARDIEPLANK, PRIMED & FIELD PAINTED, COLOR: WHITE. GC TO SUBMIT SAMPLE PRIOR TO PAINTING. | 08 VTAC LOUVERS |
| 02 PANELIZED FIBER CEMENT CLADDING SYSTEM - NICHHA VINTAGEWOOD, COLOR: CEDAR. | 09 GFRG WRAP |
| 03 DRYER VENTS | 10 STANDING SEAM METAL ROOF |
| 04 FIBER CEMENT SHAKE SIDING - JAMES HARDIE HARDIESHINGLE, PRIMED & FIELD PAINTED, COLOR: LIGHT GRAY. GC TO SUBMIT SAMPLE PRIOR TO PAINTING. | 11 ALUMINUM STOREFRONT WINDOW |
| 05 FIBER CEMENT TRIM BOARD - PRIMED & FIELD PAINTED, COLOR: WHITE. GC TO SUBMIT SAMPLE PRIOR TO PAINTING. | 12 ARCHITECTURAL PRIVACY SCREEN |
| 06 PREFINISHED ALUMINUM COPING CAP | 13 ALUMINUM CLAD SLIDING DOOR |
| 07 COMPOSITE WOOD BRACKETS | 14 ALUMINUM STOREFRONT SYSTEM |
| | 15 ALUMINUM GUARDRAIL WITH PICKETS |
| | 16 EXTERIOR SIGNAGE, PER BRAND STANDARDS |
| | 17 GUTTER WIDOWNSPOUT |
| | 18 SCUPPER BOX WIDOWNSPOUT |

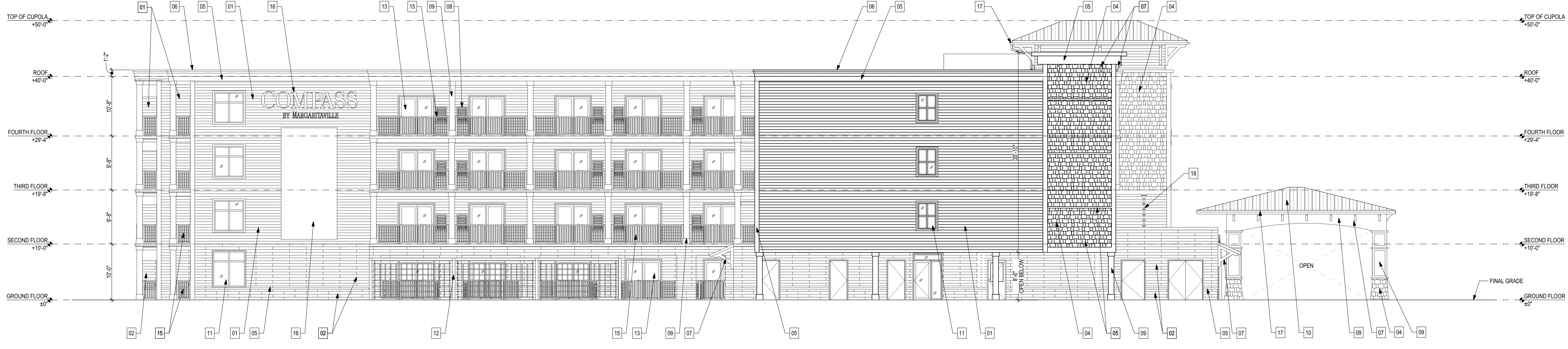
GLAZING LEGEND

- VISION GLASS
- SPANDREL GLASS

100% PERMIT SET



Version	Issue Name	Date
00	FOR PERMIT	2/1/2021



WEST ELEVATION
SCALE: 1/8" = 1'-0" **A1**

COMPASS HOTEL
MARGARTAVILLE HOTELS & RESORTS
Beaufort, NC

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CJMW Architecture, P.A.

EXTERIOR ELEVATIONS

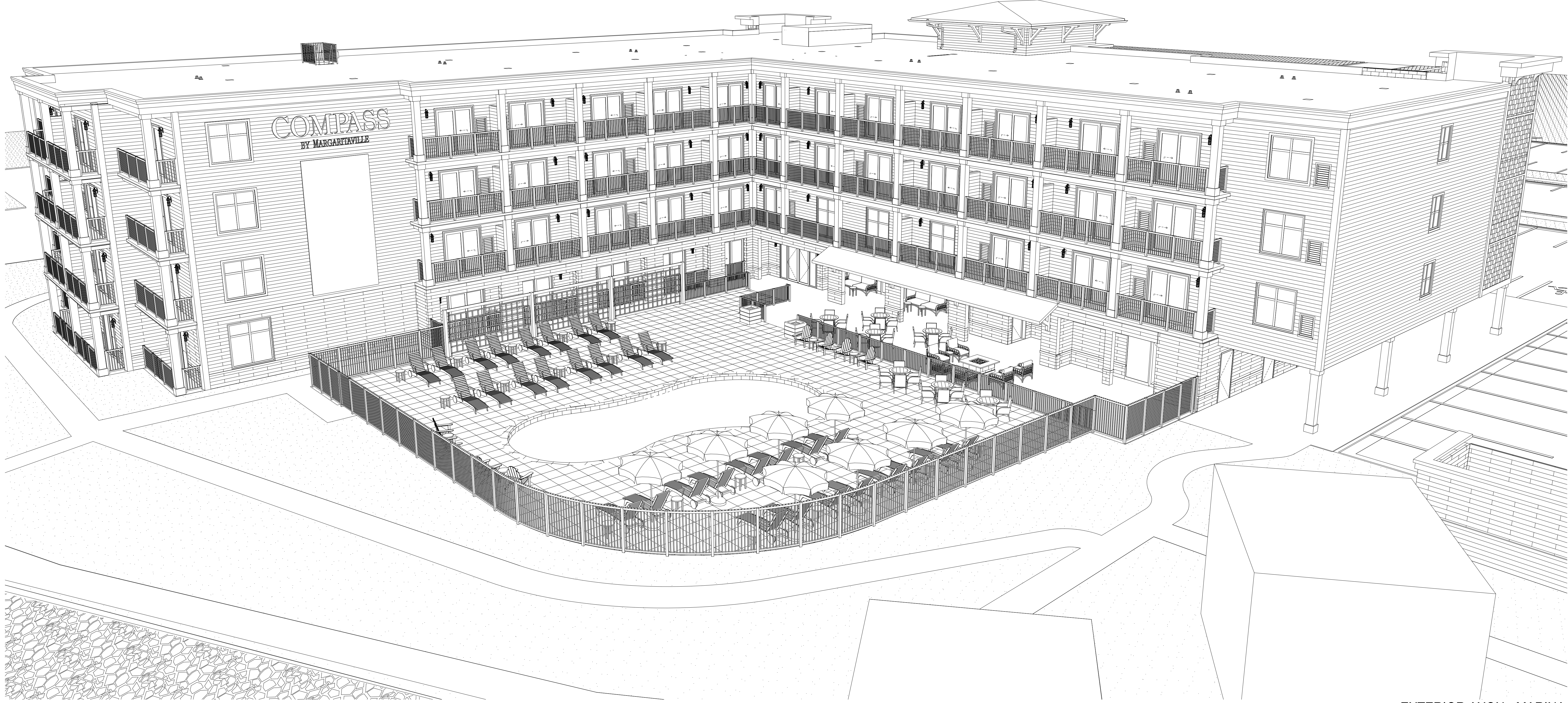
sheet
A5.02

date: February 1, 2021
commission: 19-0140
drawn by:

12 11 10 9 8 7 6 5 4 3 2 1

CJMW
ARCHITECTURE
119 Brookstown Ave. Suite 100
Winston-Salem, NC 27101
p. 336-724-1500
www.cjmw.com

H
G
F
E
D
C
B
A



100% PERMIT SET



Version	Issue Name	Date
00	FOR PERMIT	2/1/2021

COMPASS HOTEL
MARGARITAVILLE HOTELS & RESORTS
Beaufort, NC

Copyright 2021
CJMW Architecture, P.A.

EXTERIOR PERSPECTIVES

sheet

A5.03

date: February 1, 2021
commission: 19-0140
drawn by:

EXTERIOR AXON - MARINA
SCALE: 1/2" = 1'-0"

A1

12 11 10 9 8 7 6 5 4 3 2 1



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, May 9, 2022
Train Depot, 614 Broad Street**

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Sewer Allocation Request
Proposed Compass Hotel

BRIEF SUMMARY:

Beaufort Partners, LLC is requesting 19,350 gallons per day (gpd) of sewer capacity be allocated to a proposed 105-room resort hotel. The hotel to be known as the Compass Hotel is to be located adjacent to northern side of Cedar Street at its intersection with Orange Street.

A Compass Hotel site plan was approved prior to the adoption of the sewer allocation policy. This approval in turn, meant that the needed sewer capacity was “automatically” allocated to the project. The plan approval has since expired. As such, the allocation has also expired. Adoption of Town’s allocation policy has made it necessary for this project to seek allocation of sewer capacity according to the policy at that time. Accordingly, the request for reservation of sewer capacity is being made concurrent with the request for renewal of the site plan approval.

The 19,350 gpd request differs from the 21,000 gpd discussed during the April 25th work session. The reason for this change is described in the attached staff report. It is also worth noting that the allocation request will fall within the Priority Level 1 category if the site plan is approved given that the project is to be constructed within the Town’s corporate limits. The capacity being requested does however, exceed the 15,000 gpd maximum allowed per development phase by the Town’s policy for commercial projects. Accordingly, the Board of Commissioners may draw allocation from the discretionary category as there is no maximum associated with this category. Again, the needed amount had previously been allocated to the project; therefore, reallocating capacity to the proposed project will maintain the status quo in terms of capacity allocated to all projects.

REQUESTED ACTION:

Consider approving the allocation of 19,350 gpd of sewer capacity from the Discretionary Category to Beaufort Partners, LLC for the Compass Hotel project

EXPECTED LENGTH OF PRESENTATION:

10 minutes

SUBMITTED BY:

Greg Meshaw, PE, Town Engineer/Public Services Director

BUDGET AMENDMENT REQUIRED:

No



Staff Report

Sewer Allocation Request - Proposed Compass Hotel

Introduction

Beaufort Partners, LLC is requesting 19,350 gallons per day (gpd) of sewer capacity be allocated to a proposed 105-room resort hotel. The hotel to be known as the Compass Hotel is to be located adjacent to northern side of Cedar Street at its intersection with Orange Street.

Derivation of Capacity Request

The 19,350 gpd capacity request differs from the initial 21,000 gpd request made by Beaufort Partners, LLC. This earlier request was based upon a calculation using the unit daily flow rate of 200 gpd per room for **resort hotels** as follows:

$$\text{Requested capacity} = 105 \text{ rooms} \times 200 \text{ gpd/room} = 21,000 \text{ gpd}$$

The use of the unit design flow rate associated with resort hotels elicited several questions from the Commissioners during the work session of April 25, 2022. The questions in turn, brought about a re-examination of the methodology employed to derive the capacity request by the applicant in conjunction with their site/utility engineer. This re-examination resulted in the engineer concluding that the facility does not fall within the resort hotel category based upon the current architectural drawings for it. While the hotel will include a swimming pool, the inclusion of this amenity was not believed to merit elevating the hotel from that of “conventional” to that of “resort.” The engineer’s conclusion was also based in the hotel being slated to house a breakfast bar rather than a full-service restaurant as well as a meeting room suitable for small groups, not convention-sized events. Lastly, the planned fitness room will be of the size typical for conventional hotels.

Unfortunately, the NC Department of Environmental Quality (NCDEQ) regulations do not define the characteristics of a conventional hotel or a resort hotel for the purposes of calculating wastewater needs. Accordingly, Town staff must rely upon definitions advanced by the industry as well as those provided by the legal community to evaluate whether the proposed hotel is of the conventional or resort type. Review of definitions advanced by several of these entities points to the inclusion of the following amenities if a hotel is to qualify as a resort:

- Dining room/restaurant
- Multi-use facility(ies) to serve as banquet/meeting rooms
- Various recreational facilities such as swimming pools, tennis courts, golf courses, etc.

Town staff agrees with the conclusion by the engineer that the proposed hotel falls into the conventional category since it is not slated to house the above amenities. This means that a per room unit flow of 120 gpd should be used in lieu of the 200 gpd previously used to calculate the sewer capacity need. The derivation of the needed capacity, however, needs to be expanded beyond that of a mere per room-based calculation based upon recent information provided by the engineer. More specifically, the wastewater capacity request must take into account the existing boat slips adjacent to the hotel. A boat slip wastewater need must be included because there will be a set of bathrooms adjacent to the pool that will be made available to the marina slip owners/renters that are serviced by the marina office located in the hotel. Showers will also be located on the first floor for the slip owners/renters adjacent to the marina office. As such, the derivation of sewer capacity includes a component attributed to the boat slips as calculated below.

Lastly, the engineer for the hotel recommends including a separate wastewater demand component for the pool even though the unit design flow of 120 gpd per room design flow is typically considered to include pool related wastewater needs. The design engineer has made this recommendation because the pool is expected to be made available not just to hotel guests but to marina slip owners/renters too. Accordingly, the engineer has included a pool component based upon the State established unit design flow of 10 gpd/person and the maximum occupancy of the deck area surrounding the pool. Use of the maximum occupancy in the calculation certainly yields a conservative number since pool users are expected to be largely comprised of hotel guests covered by the 120 gpd per room calculation. Unfortunately, however, there is no known methodology by which the boat slip users versus hotel guest pool users can be predicted.

Given the foregoing, the breakdown of the requested 19,350 gpd of wastewater capacity is as follows:

120 gpd/hotel room x 105 hotel rooms	=	12,600 gpd
30 gpd/marina boat slip with bathhouse x 59 marina boat slips	=	1,770 gpd
10 gpd/pool and pool deck area occupant x 498 occupants	=	<u>4,980 gpd</u>
Total		19,350 gpd

Staff finds the above calculations to be reasonable albeit slightly conservative given the pool component. Again however, inclusion of a pool component appears warranted given that the pool will be made available to the boat slip owners/renters serviced by the in-house marina office.



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

Board of Commissioners
Regular Meeting
6:00 PM Monday, May 9, 2022
Train Depot, 614 Broad Street

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: FY 2022 Budget Amendment 9

BRIEF SUMMARY:

Utility Fund Appropriations

This amendment requests the appropriation of \$30,000 fund balance for the High-Rate Infiltration Basin (HRIB) project so that the force main transmitting groundwater from the HRIB underdrain system can be placed within the portion of the Beau Coast West subdivision currently under construction. Placement of the force main at this time is being pursued at the suggestion of the Beau Coast engineer-of-record so as to prevent the disruption that will otherwise occur if the work is performed after the subdivision is complete. Placing the force main at this time should also result in a noteworthy cost savings over that associated with future placement (while assuming that today's material prices will continue to remain high into the foreseeable future). The constructability challenges should also be greatly reduced over that of a future effort in this very tightly spaced subdivision.

Additionally, appropriation of \$2,500 is requested for the project to extend water and sewer mains to the 1809 Live Oak Street property (i.e., "the Souza property"). This appropriation will fund the topographic survey necessary to prepare based maps on which the proposed water and sewer extensions will be shown. Extension of water and sewer lines to the property by the Town is required per a 2018 agreement between John Craig Souza and the Town.

REQUESTED ACTION:

Approve Budget Amendment 9

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Christi Wood – Finance Director

Greg Meshaw – Town Engineer / Public Services Director

BUDGET AMENDMENT REQUIRED:

Yes



**TOWN OF BEAUFORT
FY 2022 BUDGET AMENDMENT #9**

WHEREAS, the Town of Beaufort adopted its Fiscal Year 2022 Budget through Ordinance on June 14, 2021, and

WHEREAS, the Board of Commissioners recognizes that periodic modifications to the estimated revenues and expenditures for the fiscal year may be necessary for fiscal management purposes and to implement decisions of the Board of Commissioners;

BE IT THEREFORE ORDAINED that the Board of Commissioners amends the Fiscal Year 2022 Budget as follows:

SECTION III: UTILITY FUND

This amendment requests the appropriation of fund balance for the HRIB project (\$30,000) and the survey for the 1809 Live Oak Street property (\$2,500).

A. REVENUE

INCREASE
APPROPRIATED UNRESTRICTED FUND BALANCE..... \$ 32,500
TOTAL INCREASE..... **\$ 32,500**

B. EXPENDITURES AUTHORIZED BY DEPARTMENT

INCREASE
WATER DIVISION..... \$ 32,500
TOTAL INCREASE..... **\$ 32,500**

SECTION VI: DISTRIBUTION

Copies of this ordinance shall be furnished to the Town Manager and Finance Officer to be kept on file for their direction in the disbursement of funds.

Adopted this 9th day of May, 2022

ATTEST:

Elizabeth Lewis
Town Clerk

Sharon Harker
Mayor



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, May 9, 2022
Train Depot, 614 Broad Street**

AGENDA CATEGORY: Public Hearing
SUBJECT: Annexation Request

BACKGROUND:

The Town received an application for voluntary annexation from Beaufort Agrihood Development, LLC on February 17, 2022. The application included three petitions, requesting annexation of several portions of the following parcels: 731609153648000; 731609161556000; 731609167703000; totaling 37.07 acres.

On April 25, 2022, at the Board of Commissioners Work Session, a Certificate of Sufficiency was presented by the Town Clerk.

The Public Hearing notice was advertised in the Carteret County News-Times on 4/27/2022 and 5/4/2022.

REQUESTED ACTION:

Conduct a Public Hearing on the question of annexation of several portions of the above referenced properties. Render a decision on the annexation request. If approved, an effective date must be set and an ordinance must be adopted.

SUBMITTED BY:

Elizabeth Lewis, Town Clerk

BUDGET AMENDMENT REQUIRED:

No

ANNEXATION ORDINANCE

WHEREAS, on or about February 17, 2022, the Town of Beaufort (hereinafter “Town”) received petitions (hereinafter “Petitions”) from Beaufort Agrihood, LLC, requesting the Town to annex an area more fully described in the Petitions; and,

WHEREAS, the Board of Commissioners for Town directed the Town Clerk to investigate the sufficiency of the Petitions and to certify the result of the investigation to the Board of Commissioners for Town; and,

WHEREAS, at the April 25, 2022 meeting of the Town’s Board of Commissioners, the Town Clerk delivered her certification regarding the sufficiency of the Petitions; and,

WHEREAS, the Board of Commissioners of Town thereafter set a public hearing for May 9, 2022 on the question of annexation as requested in the Petitions and caused notice of the public hearing to be published on April 27, 2022 and May 4, 2022 in the Carteret County News-Times; and,

WHEREAS, the above-described public hearing was held on the date and at the time noticed, and during said public hearing persons resident or owning property in the area described in the Petitions and persons resident or owning property in the Town were given an opportunity to be heard; and,

Whereas, the Board of Commissioners of Town desires to annex the areas described in the Petitions and therefore adopts this Ordinance pursuant to the provisions of Part 1 of Article 4A of Chapter 160A of the North Carolina General Statutes.

NOW THEREFORE, be it resolved and ordained by the Board of Commissioners in and for the Town of Beaufort as follows:

1. The Petitions meet the requirements of Section 160A-31 of the North Carolina General Statutes.
2. The areas described in the Petitions and more particularly described in Exhibit A attached hereto and incorporated herein by reference are hereby annexed into and made a part of the Town of Beaufort.

3. This Ordinance and the annexation hereunder shall be effective upon (a) the approval of the preliminary plat(s) for the subdivision of the areas described in the Petitions and (b) the acquisition by Beaufort Agrihood, LLC of the real property described in the Petitions. The effectiveness of this Ordinance shall be conclusively demonstrated by the recordation of this Ordinance in the Office of the Register of Deeds of Carteret County, North Carolina.

4. The Mayor of Town, the Town Clerk and all other proper agents of the Town are hereby directed and authorized to take such further action as may be reasonably necessary to implement this ordinance and to comply with any requirements of statute or other law applicable to the subject matter hereof.

Adopted this ____ day of _____, 2022.

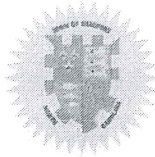
TOWN OF BEAUFORT

By:

SHARON HARKER, Mayor

(Town Seal)

Elizabeth Lewis, Town Clerk



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

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

APPLICATION FOR VOLUNTARY ANNEXATION REQUEST

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

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

Applicant Name: Beaufort Agrihood Development, LLC
Applicant Address: 176 Mine Lake Ct. Ste 100, Raleigh, NC 28516
Phone Number: 207-449-8801 Email: beth@beltwayig.com

Property Owner Name: West, Pearl G. Trustee
Address of Property: _____
Phone Number: 252 728 7353 Email: abweskin@att.net

PROPERTY INFORMATION

Property Address: Live Oak St, Bertram Rd. Current Zoning: R20
15 Digit Pin: 731609153648000 Size of Property (Square Feet or Acres): 25.84a

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

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

Current Use of Property:

- Residential
- Commercial
- Vacant
- Other: _____

Date: 01/26/22
Applicant Signature

OFFICE USE ONLY

Revised 03/16

Received by: _____ Reviewed for Completeness By: _____

Date: _____ Date Deemed Complete and Accepted: _____

PID R 7316.09.15.3648000 WEST, PEARL G TRUSTEE
 LISTER 10/05/2020 MEH 231 PINNERS POINT ROAD 53,198 PY Val 2021 53,198 MKT CARD 001
 TWP BEAUFORT CITY BEAUFORT NC 28516 RESCUE BEAUFORT RESCUE 25,840 ACRES DEF BLDG 000
 LOT BLK USE 000800 VACANT PL BK/Pg 31 989 PLAT ADDRESS 0000000 OTHER XFOB 000
 NBHD 11000200 LEGAL: PT TR 2 PEARL G WEST DEED 1327 241 AICUZ PRINTED 4/16/2021 BY ALLENM
 RVDI PRMT REVISTDATE 7/12/2017 9/01/2017 10/05/2020
 LAND

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

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

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

BY Joy Lawrence
Joy Lawrence, Register of Deeds
Asst. Deputy, Register of Deeds

ExciseTax NTC Recording Time, Book and Page

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

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

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this ____ day of _____,
_____, by and between GRANTOR
PEARL G. WEST

231 Pinners Point Road
Beaufort, North Carolina 28516

GRANTEE

**PEARL G. WEST, trustee of the PEARL WEST
REVOCABLE LIVING TRUST DATED**

11-19-09
231 Pinners Point Road
Beaufort, North Carolina 28516

Enter in the appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership
The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.
WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is here acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of the certain lot or parcel of land situated in the City of _____, Beaufort Township, Carteret County, North Carolina and more particularly described as follows:

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

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

BOOK 1327 PAGE 241

②

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

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

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

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

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

Title to the property hereinabove described is subject to the following exceptions:

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

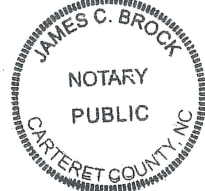
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year for above written.

Pearl G. West (seal)
PEARL G. WEST

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, JAMES C BROCK, Notary Public Of CARTERET COUNTY, Do Hereby Certify That PEARL G. WEST Personally Appeared Before Me This Day And Acknowledged The Due Execution Of The Foregoing Instrument In Writing. Witness my hand and seal Or Stamp, This 30 Day Of NOVEMBER, 2009.

MY COMMISSION EXPIRES: 28 OCTOBER, 2012



James C Brock
NOTARY PUBLIC
(SEAL OR STAMP)

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

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

BOOK 1327 PAGE 241

STATE OF NORTH CAROLINA, COUNTY OF Carteret

THIS DEED OF TRUST, made this 19th day of February, 19 87, by and between Carlton Ray West and wife, Pearl G. West

_____ hereinafter called the Grantors, and John D. Civils _____, Trustee, of

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

WITNESSETH, WHEREAS, the Grantors are indebted to the Beneficiary in the principal sum of _____ THIRTY THOUSAND DOLLARS AND 00/100----- (\$30,000.00)

Dollars for money loaned as evidenced by their note (the Note) of even date herewith (reference to which is hereby made), the payment whereof the Grantors desire to secure, together with interest and any renewals, modifications, or extensions thereof, in whole or in part, and the additional payments hereafter agreed to be made.

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

See attached sheet.

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

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

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

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

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

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

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

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

(SEAL)
Book 558 Page 306

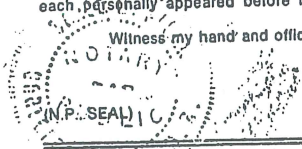
(SEAL)

Carlton Ray West (SEAL)
CARLTON RAY WEST
Pearl G. West (SEAL)
PEARL G. WEST

STATE OF NORTH CAROLINA, Carteret COUNTY
I, Carol M. Piner, a Notary Public of Carteret County, North Carolina,

do certify that Carlton Ray West
and Pearl G. West

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



Witness my hand and official seal, this 19th day of FEBRUARY, 1987
Carol M. Piner, Notary Public

My Commission Expires: 2-16-92

STATE OF NORTH CAROLINA, _____ COUNTY
I, _____, a Notary Public of _____ County, North Carolina,

do certify that _____
and _____

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

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

(N.P. SEAL) My commission expires _____

STATE OF NORTH CAROLINA
COUNTY OF Carteret
The foregoing certificate of Carol M. Piner a Notary Public of Carteret County, North Carolina

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

Sharon Piner
Register of Deeds

Filed for registration on the 25th day of February, 1987, at 3:55 o'clock, P. m., and
recorded in the Office of the Register of Deeds, Carteret County, N. C., in Book 558, Page 306.

Sharon Piner
Register of Deeds

Drawn by Carl L. Seligman

1208 Rev. 1-83

Wachovia
Bank and Trust Company, N.A.

FOR

TO

TRUSTEE

DEED OF TRUST

PROPERTY DESCRIPTION

Carlton Ray West and wife,
Pearl G. West

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

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

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

Book 558 Page 306



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

APPLICATION FOR VOLUNTARY ANNEXATION REQUEST

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

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

Applicant Name: Beaufort Agrihood Development, LLC

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

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

Property Owner Name: Neely, Bertie Eubanks

Address of Property: 846 NEELY RD ASHEBORO NC 27203

Phone Number: _____ Email: _____

PROPERTY INFORMATION

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

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

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

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

Current Use of Property:

- Residential
- Commercial

- Vacant
- Other: _____

Beth

Date: 01/26/22

Applicant Signature

OFFICE USE ONLY

Revised 03/16

Received by: _____

Reviewed for Completeness By: _____

Date: _____

Date Deemed Complete and Accepted: _____

Box 133
Box 29

WARRANTY DEED — Without Private Examination

Heald Printing Co., Morehead City, N. C.

NORTH CAROLINA, CARTERET County.

THIS DEED, Made this 28th day of July A. D. 1965
by Ivey Eubanks and Maris D. Eubanks

of CARTERET County and State of NORTH CAROLINA

of the first part, to Bertie L. Eubanks

of CARTERET COUNTY County and State of NORTH CAROLINA
of the second part;

WITNESSETH, That said party of the first part
in consideration of Ten and No/100 Dollars,
to them paid by party of the second part

the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell
and convey to said party of the second part

his heirs and assigns, a certain tract or parcel of land in CARTERET
County, State of NORTH CAROLINA, more particularly described as follows:

BEGINNING at a iron stake Harry Hardy's southwest corner in the east right of way line
of U. S. Highway No. 70; running thence with said Hardy's south line S 49*-40'E, 200.0';
thence N 36*-00'E, 140.0' to the Gooding line; thence with said line S 49*-40'E, 362.0';
thence S 50*-00'E, 797.0' to a concrete monument in the center of a Branch; thence with
the center of the Branch S 9*-20'E, 450.0'; S 14*-35'E, 725.0' to another Branch or Gut;
thence up said Branch or Gut S 58*-30'W, 542.0' to a iron stake; thence N 86*-45'W, 113.0'
to a iron stake; thence S 87*-00'W, 215.0' to a iron axle; thence N 29*-30'W, 354.0';
thence N 65*-30'E, 228.0' to a iron stake; thence N 33*-00'W, 1386.5'; thence N 41*-15'E,
81.5'; thence S 32*-15'E, 137.0'; thence N 36*-30'E, 100.0'; thence N 53*-30'W, 150.0' to
the east right of way line of U. S. Highway No. 70; thence with said Highway line N 36*-00'E,
363.0' to the point of beginning. Containing 39.85 Acres.

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



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

And the said party of the first part
for their selves and their heirs, executors and administrators, covenant with said
party of the second part his heirs and assigns, that he is seized of
said premises in fee and has right to convey in fee simple; that the same are free and clear from all encumbrances and that
he doth hereby forever warrant and will forever defend the said title to the same against the claims
of all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part
have hereunto set their hands and seals the
day and year first above written.

(SEAL) Ivey Eubanks (SEAL)
(SEAL) Maris D. Eubanks (SEAL)

STATE OF NORTH CAROLINA, CARTERET County.
I, Charlene Taylor Notary Public, do hereby certify that

Ivey Eubanks and his wife Marie D. Eubanks
personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance

Witness my hand and notarial seal, this 17th day of September
My commission expires My Commission Expires August 8, 1976
Charlene Taylor, Notary Public (SEAL)

STATE OF NORTH CAROLINA, CARTERET County.
The foregoing certificate of Charlene Taylor
a Notary Public of Carteret County, State of North Carolina, is certified to be correct. Let the
instrument, with the certificate be registered.

Witness my hand and notarial seal, this 17 day of Sept A. D. 1965

Filed for registration on the 17 day of Sept 1965, at 3:00 o'clock, P. M.
and duly recorded in the office of the Register of Deeds of Carteret County, N. C. Recorder in BK 330
James B. Williams, Jr., Register of Deeds 38258
BX 330 258

RT 110002.018.000
 PID R 7316.09.16.7703000

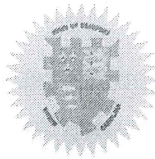
NEELY, BERTIE EUBANKS
 846 NEELY RD
 ASHEBORO NC 27203
 2021
 355,668 PY Val
 335,560 MKT
 USE
 DEF
 42.390 ACRES
 OTHER
 CARD 002
 LAND 005
 BLDG 001
 XFOB 001

LISTER 1/27/2014 F1
 TWP BEAUFORT CITY
 LOT BLK
 NBHD 11000200 USE 000100 RESIDENTIAL
 LEGAL: ACREAGE HWY 70E HOWLAND ROCK
 PL BK/Pg DEED 0330 00258 AICUZ
 PLAT
 ADDRESS 0001980 LIVE OAK ST BEAUFORT 28516
 PRINTED 4/16/2021 BY ALLENM

Seq Bldg Code Description Length Width Height #Units
 001 000050 BARN 30 18 540.000 SF 1 0D 13.870 0000 .05 1.00 1.00 1.00 .00 Value

EXTRA FEATURES
 LAND

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



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

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

APPLICATION FOR VOLUNTARY ANNEXATION REQUEST

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

Applicant Name: Beaufort Agrihood Development, LLC
Applicant Address: 176 Mine Lake Ct. Ste 100, Raleigh, NC 28516
Phone Number: 207-449-8801 Email: beth@beltwayig.com

Property Owner Name: Bertram Rental Properties LLC
Address of Property: Live oak St, Bertram Rd.
Phone Number: 919 817 1837 Email: bertram.kelly@gmail.com

PROPERTY INFORMATION

Property Address: Live Oak St, Bertram Rd. Current Zoning: R20
15 Digit Pin: 731609161556000 Size of Property (Square Feet or Acres): 9.93a

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

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

Current Use of Property:

- Residential Vacant
 Commercial Other: _____

Date: 01/26/22

Applicant Signature

OFFICE USE ONLY

Revised 03/16

Received by: _____ Reviewed for Completeness By: _____

Date: _____ Date Deemed Complete and Accepted: _____



FILE # 1580014

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

Karen S. Hardesty, Register of Deeds
By *May Hayes*
Asst. Deputy, Register of Deeds

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

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$0.00

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

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

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

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

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

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

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

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

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

(4)

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

BOOK 1580 PAGE 14

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

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

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

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

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

THIS DEED HAS BEEN PREPARED WITHOUT TITLE EXAMINATION.

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

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

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

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

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

Michael L. Bertram (SEAL)
Michael L. Bertram

Tamara Bertram (SEAL)
Tamara Bertram

William Kelly Bertram (SEAL)
William Kelly Bertram

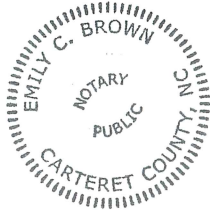
Loretta Bertram (SEAL)
Loretta Bertram

BOOK 1580 PAGE 14

State of North Carolina
County of Carteret

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

My Commission Expires:
2/22/22

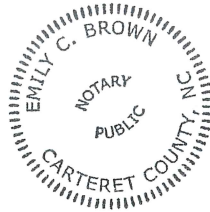


Emily C Brown
Notary Public

State of North Carolina
County of Carteret

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

My Commission Expires:
2/22/22



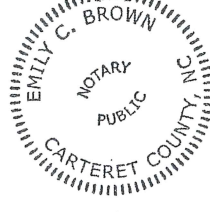
Emily C Brown
Notary Public

State of North Carolina
County of Carteret

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

My Commission Expires:
2/22/22

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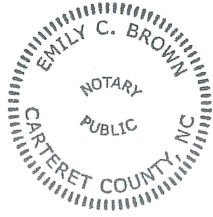
Emily C Brown
Notary Public

BOOK 1580 PAGE 14

State of North Carolina
County of Carteret

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

My Commission Expires:
2/22/22



Emily C Brown
Notary Public

BOOK 1580 PAGE 14

REPORT

INVOICE #
22-00512

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

TOWN OF BEAUFORT

02/18/22 15:27 Invoice Payment

Customer: BELTW005
 Name: Beltway Investment Group Inc

Invoice: 22-00512
 Item 1
 Other Application Fees 100.00

50069:

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

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

DESCRIPTION	UNIT PRICE	AMOUNT
Application Fees FOR VOLUNTARY ANNEXATION	100.000000	100.00
TOTAL DUE:		<u>\$ 100.00</u>

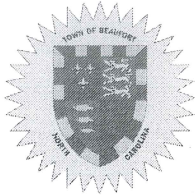
PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

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

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

Beltway Investment Group Inc
 10 State Road
 Bath, ME 04530





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

WASTEWATER ALLOCATION REQUEST

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

Wastewater Allocation Request Review Fee: \$50

SITE INFORMATION

Name of Project: Salt Wynd Preserve Acreage of Property: 37.07
County Tag Number: N/A NC PIN: _____
Address/Location: Live Oak St, Bertram Rd
Beaufort NC 28516
Zoning District: R20
Location Status: Town Limits Existing Out-of-Town Service Area
 Out-of-Town Service Approval/Agreement

APPLICANT INFORMATION

Applicant: Beaufort Agrihood Development, LLC
Mailing Address: 176 Mine Lake Ct Suite 100, Raleigh NC 27615
Phone Number: 207-449-8801 Fax: _____
Contact Person: Beth Clifford
Email Address: beth@beltwayig.com

PROPERTY OWNER INFORMATION

Name: Multiple, see Annexation submission
Mailing Address: _____
Phone Number: _____ Fax: _____
Email Address: _____

FOR OFFICE USE ONLY

Date Received: _____ File Number/Name: _____

PROJECT INFORMATION

Use: New Expanded Change Use Type: Residential Commercial

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

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

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

The following supplemental information is required:

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

Residential:

Gross Acreage: 37.07

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

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

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

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

Gross Acreage: 0

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

TOTAL REQUESTED GALLONS PER DAY: 17,760

APPLICANT AFFIDAVIT

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

Beth Clifford

Print Name



Signature of Applicant

01/26/22

Date

ENGINEER'S CERTIFICATION

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

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

Signed and Dated Professional Engineer Seal

Stroud Engineering P.A.

Firm Name

107B Commerce St. Greenville NC 27858

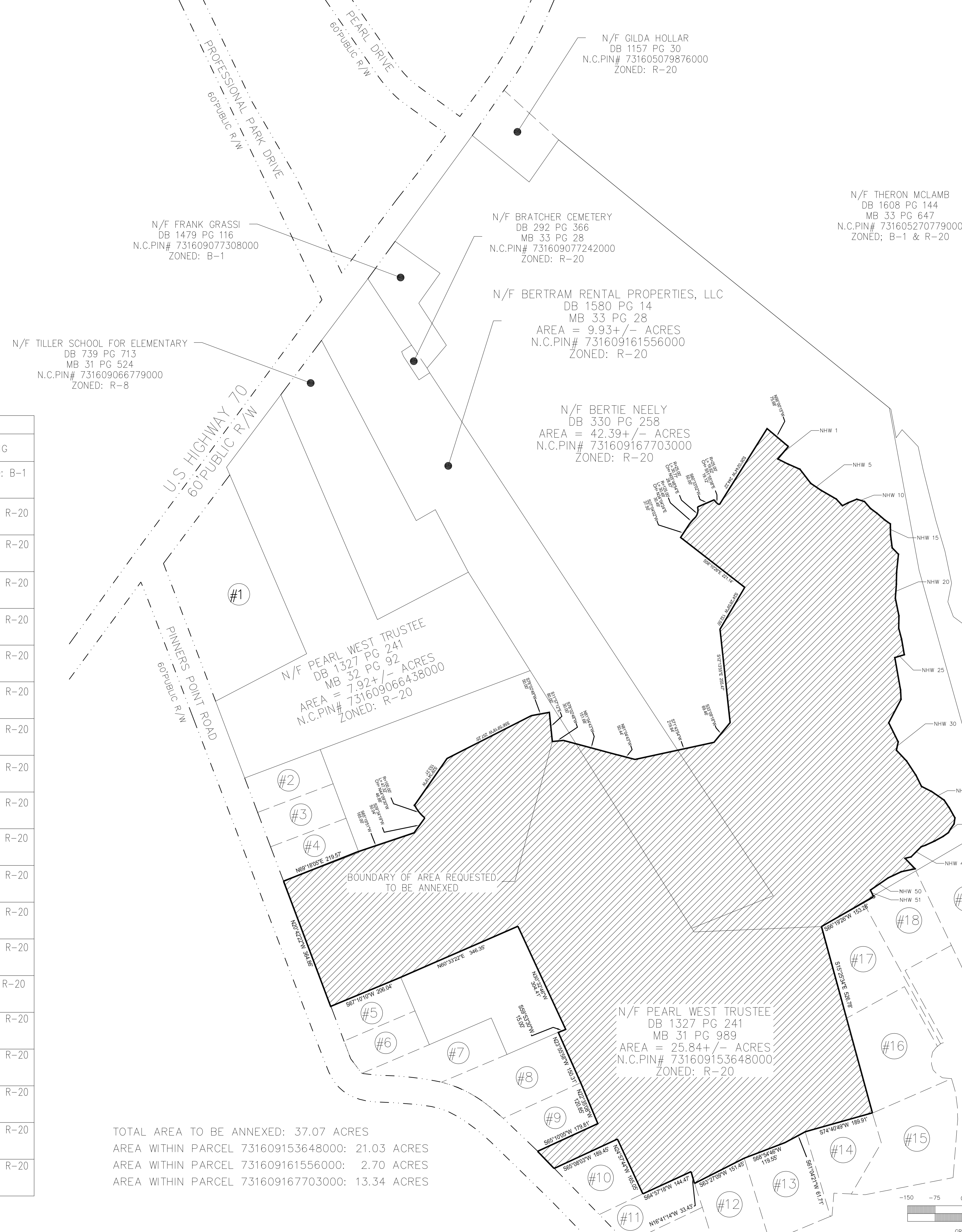
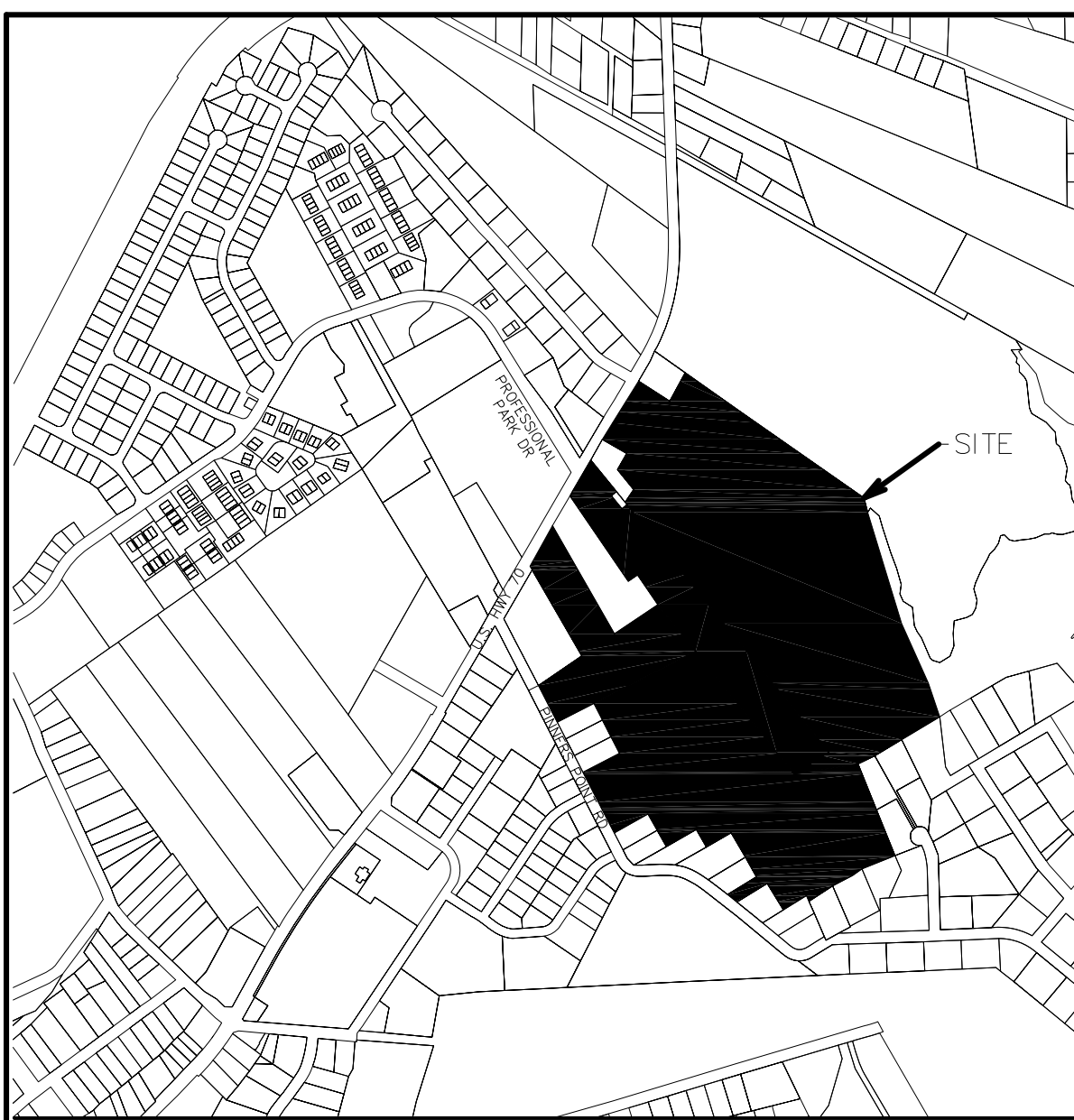
Address

(252) 756-9352

Telephone No.

lstroud@stroudengineer.com

Email Address



NORMAL HIGHWATER TABLE

1	44.46	S 34° 0' 19" W	27	25.65	S 8° 0' 23" E
2	31.08	S 69° 3' 59" E	28	72.15	S 21° 38' 58" W
3	35.07	S 72° 32' 20" E	29	57.84	S 32° 28' 44" E
4	49.10	S 43° 38' 33" E	30	23.47	S 5° 51' 13" W
5	34.27	S 62° 13' 59" E	31	39.98	S 49° 33' 20" E
6	46.63	S 60° 15' 51" E	32	46.21	S 38° 25' 20" E
7	24.73	S 48° 46' 6" E	33	34.55	S 32° 33' 20" E
8	17.03	N 57° 0' 6" E	34	30.12	S 69° 28' 8" E
9	25.82	N 61° 27' 33" E	35	41.71	S 61° 31' 39" E
10	21.71	S 29° 15' 55" E	36	24.26	S 39° 58' 15" E
11	26.06	S 47° 35' 45" E	37	32.39	S 35° 38' 05" E
12	20.57	S 59° 43' 24" E	38	18.58	S 2° 53' 3" W
13	29.99	S 55° 29' 58" E	39	16.56	S 28° 29' 9" W
14	17.07	S 61° 10' 28" E	40	11.65	S 24° 04' 44" W
15	30.29	S 0° 59' 23" E	41	17.54	S 48° 02' 20" W
16	35.34	S 13° 0' 13" E	42	26.92	S 65° 52' 24" W
17	24.21	S 50° 30' 42" E	43	27.55	S 59° 9' 11" W
18	49.92	S 1° 14' 08" W	44	13.20	S 64° 21' 28" W
19	32.12	S 4° 55' 54" W	45	38.56	S 38° 46' 6" W
20	38.56	S 1° 55' 47" W	46	17.12	S 70° 7' 51" W
21	48.00	S 17° 30' 45" E	47	38.38	S 49° 48' 05" E
22	34.43	S 5° 12' 23" W	48	38.70	S 72° 1' 13" W
23	30.14	S 20° 50' 20" E	49	39.79	S 58° 32' 36" W
24	43.44	S 10° 57' 24" E	50	58.06	S 49° 20' 54" W
25	27.08	S 66° 48' 29" W	51	20.43	S 32° 18' 4" E
26	88.50	S 16° 7' 20" E			

ADJOINING PROPERTIES LIST

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

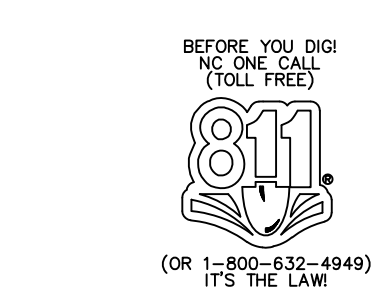
LEGEND:
 BOUNDARY LINE _____
 ADJOINING PROPERTY LINE - - - - -
 EX. RIGHT-OF-WAY - - - - -

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

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

REVISIONS

BY	NO.	DATE	DESCRIPTION



ANNEXATION MAP
SALT WYND PRESERVE
 BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
 ADDRESS: 176 MINE LAKE CT SUITE 100
 RALEIGH, NC 27615
 PHONE: 207-449-8601

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

STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET
 GREENVILLE, NC 27858
 (252) 756-9352 LICENSE NO.C-064

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

