



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

Town of Beaufort Board of Commissioners Regular Meeting 6:00 PM Monday, October 11, 2021 - Zoom due to the COVID-19 Pandemic Monthly Meeting

Call to Order

Roll Call

Agenda Approval

Presentations

- [1.](#) Plastic Free by the Sea

Public Comment

Manager Report

Items of Consent

- [1.](#) Minutes

Items for Discussion and Consideration

- [1.](#) COVID Numbers in Carteret County, Mask Ordinance Discussion, Returning to In-Person Meetings, Employee Emergency Medical Leave Check-In
- [2.](#) Turner & Broad Street Traffic Calming
- [3.](#) Water Rate Adjustment – Eastman Creek Subdivision
- [4.](#) To approve or deny the Site Plan for Pruitt Health Care Nursing Home/Skilled Care Facility to contain 104 Beds/Units.
- [5.](#) Case #21-24 Final Plat – Front Street Village Phase 4

Mayor/Commissioner Comments

Adjourn



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**Board of Commissioners
Virtual Regular Meeting
6:00 PM – Monday, Oct. 11, 2021**

AGENDA CATEGORY: Item for Presentation
SUBJECT: Plastic Free by the Sea

BRIEF SUMMARY:

Beaufort resident Douglas Doubleday will make a 10 minute or less presentation at the Oct. 11, 2021 Regular Meeting. The subject of the presentation is: "Plastic Free By The Sea" Initiative.

REQUESTED ACTION:
None

EXPECTED LENGTH OF PRESENTATION:
10 minutes

SUBMITTED BY:
Rachel Johnson, Deputy Town Clerk/PIO/Parks & Events Coordinator

BUDGET AMENDMENT REQUIRED:
No



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**Board of Commissioners
Virtual Work Session
6:00 PM – Monday, Oct. 11, 2021**

AGENDA CATEGORY: Items for Consent
SUBJECT: Minutes

BRIEF SUMMARY:

Minutes for the following meetings have been included in the packet for the Oct. 11, 2021 Regular Meeting:

- June 14, 2021 Regular Meeting
- June 28, 2021 Work Session
- Sept. 13, 2021 Regular Meeting
- Sept. 27, 2021 Work Session

REQUESTED ACTION:

Approve Minutes

EXPECTED LENGTH OF PRESENTATION:

1 minute

SUBMITTED BY:

Rachel Johnson, Deputy Town Clerk/PIO/Parks & Events Coordinator

BUDGET AMENDMENT REQUIRED:

No



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**Town of Beaufort Board of Commissioners Regular Meeting
6:00 PM Monday, June 14, 2021 - Virtual
Minutes - Draft**

Call to Order

Mayor Newton called the meeting to order.

Roll Call

Mayor Newton called roll and declared a quorum present for the meeting.

PRESENT

- Mayor Everette Newton
- Commissioner Sharon Harker
- Commissioner Charles McDonald
- Commissioner Ann Carter
- Commissioner Marianna Hollinshed
- Commissioner John Hagle

Agenda Approval

Commissioner Hagle made motion to amend the agenda by removing the Closed Session and then approve. Motion carried unanimously.

Public Comment

Logan Louis, 900 Cedar Street, Beaufort, NC, spoke to the Board about inclusionary housing.

Presentations

1. Presentation of North Carolina League of Municipalities (NCLM) Law Enforcement Risk Review to the Beaufort Police Department - Mathew Selves recognized the Beaufort Police Department for completing the North Carolina Leagues law enforcement Risk Management Review and further explained what the risk review involves.

Manager Report

Town Manager John Day gave an update on the house adjacent to 400 Pollock St. indicating a parking plan for the property is in the works, a consultant has been hired to handle the National Register of Historic Places. NC DOT project on Cedar Street began last week is expected to take about six months. Flooding on Meeting Street continues, Town Engineer Greg Meshaw will present further flood mitigation measures for consideration

Commissioner Hollinshed asked on the status of the right of way in the area of the future Cedar Street Park. Day updated the board that the Town is waiting on paving and agreements with NCDOT.

Commissioner McDonald asked about the plans for the Goddette property. Day said the PNC is attempting to sell the property and it has been shown 8 times.

No further questions from commissioners.

Items of Consent – Approved Unanimously

- 1. Minutes
- 2. FY 2021 Budget Amendment No. 11
- 3. 2022 Triathlon

Public Hearing

- 1. Voluntary Annexation Request - 186 Chadwick Road (Alan Scibal) voluntary annexation request for .681 acres

Commissioner Hagle motion to open Public Hearing – Approved Unanimously

No comments.

Public Hearing was closed.

Commissioner Hagle made a motion to approve the ordinance to extend the corporate limits of the Town of Beaufort in Carteret County, North Carolina for this lot.

Motion passed unanimously.

- 2. Voluntary Annexation Request - 190 Chadwick Road - (Sharon Eck) 190 Chadwick Road. This is for .523 acres of land. Town Clerk Allen Coleman explained this is similar to the last annexation request. This property is zoned residential is contiguous, and it's located right beside the other one.

Commissioner Harker motion to open Public Hearing – Approved Unanimously

No comments.

Public Hearing was closed.

Commissioner Hollinshed made a motion to approve as presented.

Motion passed unanimously.

- 3. Modify/Revise the Existing Planned Unit Development (PUD) for Front Street Village; Case No. 21-16

Planning Director Kyle Garner presented the item and explained that the applicant wishes to modify the following standards from their 2008 approval. Those requested changes are as follows:

- The owner is requesting a zoning change from B-3 to R-8 for the expansion of the single-family residential lots. The B-3 zoning originally included in portions of Phases II & III of the site which included parking and is now proposed as single family residential.

- The owner is requesting a reduction in the overall parking spaces to 398. The original PUD approved in 2008 included 631 spaces. This is a reduction of 233 parking spaces.
- The owner is requesting a reduction in the overall number of resort dwellings. If approved there will only be seven (7) resort dwellings that are developed on the south side of Lennoxville Road. The approved PUD included 202 resort dwellings. This is a reduction of 195 resort dwellings.
- The owner is requesting an expansion of the original eleven single family lots to a proposed thirty-four (34) single family lots, an increase of twenty-three (23) lots that were approved in the original 2008 PUD. At the May 24th workshop staff and the applicant were requested to provide a map/exhibit showing clearer area proposed to be rezoned. A map/exhibit is now included and is labeled as "Attachment C" and identifies the proposed area of rezoning.

Garner answered questions from the Commissioners.

Commissioner Hagle: The total number of parking spaces also include some parking spaces on the south side that are already established. Is that right.

Kyle Garner: Yes, sir. That is correct.

Hagle: The downstream has been looked at and can carry an additional load without problems.

Garner: it's still being reviewed.

Commissioner McDonald: In the onset of this, the developer had requested to build over 300 homes, and he ended up building How many? Seven of the 300

Garner: 7 of the 202

McDonald: Did they have to pay anything down to get started as far as taxes or anything?

Garner: There was a contribution to the expansion of the sewer plant, which the applicant has had in vouchers for a sewer allocation for their projects.

McDonald: I was under the impression that when a person came to develop a piece of property that was X amount of dollars that he was he would be charged he or she would be charged in order to get certain permit. Is that still procedure?

Garner: Yes, sir, in order for building permits, but of the 195 units, they have not applied for one of those building permits.

Commissioner Carter: Is there adequate parking for the space that they're changing?

Garner: Yes

Commissioner Harker made motion to open public hearing and passed unanimously.

Scott Saylor, of 113 Lennoxville Road: "Number one, I had a question for Mr. Oliver about the building, or a building next to the parking lot. And he's explained to me just this afternoon, it was kind enough to return my call on short notice that the building is for Transportation Center. And we chatted about that. Number two, the original site plan showed a golf cart tunnel under Lennoxville Road, and it's not in this plan. I've asked him about that. And it sounds like it's not feasible. It has some other issues associated with it. But it raises really a second question or another question about transportation and traffic and particularly pedestrian traffic and safety in the areas along Lennoxville Road. If you've been out there much, you know that there's a fair amount of traffic because of the hotel and the boat ramp together. And more development, BeauCoast and others. And it's steadily increasing. And there haven't been any transportation improvements at all to Lennoxville Road. I do know that DOT is currently planning or is already starting to repave. Finally, and maybe adding a turn lane in there. But that's not going to solve it. In my view, I think that you're going to have increasing pressure on that roadway. Related to that, and not for tonight's hearing. I know but we all know that the property at Atlantic Veneer is going to change hands eventually will be developed in some fashion. And what we have now, at

least from my point of view, is you have a long sort of private driveway serving all that facility. And that's Lennoxville Road. It's really functioning as a long private driveway. There are buses that pull over their golf carts, people walking, the sidewalks aren't connected, and I've talked about the sidewalk connection problem. The other thing is that with the tax base increasing out there, I just don't see the town making investments in transportation improvements that we might like to see. We're part of the ETJ in Beaufort, and those are my concerns.”

Motion was made to close the Public Hearing. Motion passed unanimously.

Commissioner Hagle made a motion to approve as presented. Motion passed unanimously.

Items for Discussion and Consideration

1. FY 2022 Budget Adoption – Town Manager presented the FY 2022 Budget for approval. Commissioner Hagle made a Motion to approve as presented. Motion carried unanimously.
2. Site Plan for East Port II Apartments and Sewer Allocation Request; Case No 21-14 – Planning Director Kyle Garner said the applicant wishes to construct three Multi-family buildings that will contain 48 total units and a total square footage of 31,948 square feet and use approximately 13,920 gallons per day of sewer allocation. Commissioner Harker made a motion to approve as presented. Motion carried unanimously
3. Dining on the Docks - Sip & Stroll – Parks & Events Coordinator Rachel Johnson presented a request from Beaufort Food & Wine to host a Sip and Stroll event on Thursday, Oct. 7, 2021 in the West parking lot. The applicant requested the parking lot be closed starting on Oct. 6 and ending on Oct. 9, an alcohol waiver, use of electricity and trash services. Commissioner Harker approved as presented. Motion carried unanimously
3. Appointment to the Volunteer Historic Preservation Commission (HPC) Commissioner Carter made motion to open nominations and passed unanimously. Commissioner Carter nominated Bradley Hedrick. Commissioner Hagel nominated Mr. Huckabee. Commissioner Harker makes motion to close nominations. Go down roster for vote.
Hagle: Huckabee
Hollinshed: Huckabee
McDonald: Huckabee
Carter: Hedrick
Harker: Huckabee

Huckabee is the nominee with a 4-1 vote.
4. Appointments to the Volunteer Beaufort Harbor and Waterways Master Plan Advisory Committee
Hagle: Mr. Bishop, Mr. Davis, Mr. Doubleday, Mr. Fasolino, Gillikin, Sanders, Sutton, Townsend
Hollinshed: Bishop, Doubleday, Fasolino, Oliver, Poling, Sanders, Sutton, Townsend
McDonald: No nominations
Carter: Bishop, Davis, Evans, Fasolino, Oliver, Sanders, Sutton, Townsend
Harker: Davis, Doubleday, Fasolino, Oliver, poling, sanders, Sutton, Townsend
Mayor Newton: Bishop, Cotton, Fasolino, Gillikin, Harvey, Neve, Paul, Townsend

Town Clerk: Consensus on Bishop, Davis, Doubleday, Fasolino, Oliver, Sanders, Sutton, and Townsend.

All Commissioners: Yea

Town Clerk: We also need to appoint a commissioner ex officio member.

Commissioner Harker made a motion to open nominations and the motion opened unanimously.

All commissioners nominate Ann Carter.

Commissioner McDonald makes motion to close nominations and motion closed unanimously.

All Commissioners: Yea

Ann Carter voted in unanimously.

Mayor/Commissioner Comments

Commissioner Hagel: Thanks all applicants that submitted for the HPC and Harbor committee. Thanks everyone at the town and on committees for all hard work.

Commissioner Hollinshed: Thanks all applicants that submitted for the HPC and Harbor committee. Suggest returning to in person meetings in July. Suggests discussing evaluation process to begin in July.

Commissioner McDonald: No Comments

Commissioner Carter: Thanks all applicants and thanks to the fire department.

Commissioner Harker: Thanks Chief Burdette and staff. Thank the staff, the citizens, and our commissioners for going through this rigorous budget every year, we are always presented with some challenges that we seem to overcome in order to best serve our citizens.

Adjourn

Commissioner Harker motion made to adjourn. Motion passed unanimously.

Mayor, Everette Newton

Deputy Clerk, Rachel Johnson



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**Town of Beaufort Board of Commissioners Work Session
4:00 PM Monday, June 28, 2021 - Virtual
Minutes**

Call To Order

Mayor Newton called the meeting to order.

Roll Call

Town Clerk Allen Coleman did a Roll Call.

PRESENT:

Mayor Pro Tem Charles McDonald

Mayor Everett Newton

Commissioner Ann Carter

Commissioner John Hagle

Commissioner Marianna Hollinshed

Commissioner Sharon Harker

Agenda Approval

Mayor Newton asked if there were any changes to the agenda.

Motion made to approve the agenda as presented by Commissioner Hagle

Voting Yea: Commissioner Harker, Commissioner McDonald, Commissioner Carter, Commissioner Hollinshed, Commissioner Hagle

Motion Approved Unanimously

Public Comment

Mr. Logan Louis, 900 Cedar Street: Louis addressed the commissioners about his concerns about the Eastp at the Park’s high-income restrictions. He encouraged the Board to develop an inclusionary housing zoning ordinance to meet the affordable housing challenge faced in Beaufort.

Project Updates

Town Engineer Greg Meshaw provided updates on projects.

- Marsh Street from the 300 block to Mulberry was supposed to be seal coated, but the contractor offered to do an asphalt overlay. Orange Street funding requirements from the Clean Water Management Trust Fund requires correct infiltration. Town staff has contacted the contractor who performed the work to return to the project and bring it up to the required infiltration standards.
- Sewer work is being conducted on Orange Street.
- Discussed parking spaces, sizes, visibility near driveways and the narrowness of some current two-way streets with parking.
- Provided options for the Meeting Street pond and pump for flooding mitigation.
- Commissioner Hollinshed asked Meshaw to review the parking situation in the 300 blocks.
- Commissioner McDonald asked about potholes in the 300-400 blocks
- Commissioner Harker asked if extra money was needed of if the project was within budget. Meshaw confirmed it is within budget.
- Commissioner Harker brought up concerns about congestion on Marsh Street and asked how one-way streets would be marked.
- Commissioner Carter stated the contractor did not follow through with what was originally promised on the pond/pump situation.
- Mayor Newton suggested waiting until fall to consider one-way street options and asked if this change would create additional parking spaces. Meshaw responded that no it would not create more spaces.

Items for Discussion and Consideration

1. Proclamation Recognizing the Contributions of Glen Livingston Harris
Mayor Newton introduced a proclamation recognizing the contributions of Glenn Harris. Mayor Newton asked if there was a consensus for the proclamation to be added to the agenda for the July meeting.
Voting yea: All commissioners
2. Minutes: Town Clerk Allen Coleman requested the board consider the April and May work session minutes and the three budget work session minutes at the July 12 meeting and consider placement under consent.
Consent: All Commissioners voted to place the item on the Consent agenda.
3. Site Plan – Front Street Village – Transportation Center.
Case No. 21-11 – Planning Director Kyle Garner requested the case be added to the July Meeting. Commissioner McDonald asked Garner to explain the request. Garner explained, as part of the design, there was a Transportation Center, which included parking spaces, as well as a reception area and parking interior for golf carts and repair as well, including some storage. And at this time, the property owner developers wanting to go ahead and construct that facility. With the completion of this building, and the next item that you would have under discussion would be the complete build out and completion of the Front Street Village plan unit development. And at the planning board meeting, there were

with stormwater and all kinds of things, the elevation, the architectural drawings, what the building would actually be used for, which is why it is now not only a Transportation Center, but it also has identified that it would be used for office and storage as well, since there will be some interior offices.

1.

Commissioners agreed unanimously to place the item under Items of Discussion and Consideration at the July meeting.

4. Preliminary Plat – Front Street Village Phase IV; Case No. 21-12 – Planning Director Kyle Garner stated, the applicant wishes to subdivide a 10.44 Acre Tract into 34 Lots Single-Family. As part of the Town’s new sewer allocation policy the applicant is requesting 12,240 gallons of allocation for this project that has already been taken into consideration by the Towns Engineer. At their June 21, 2021, meeting the Planning Board unanimously recommended approval of the preliminary plat for Front Street Village Phase IV.

Commissioners agreed unanimously to place the item under Items of Discussion and Consideration at the July meeting.

5. Final Plat – Palmetto Plantation at Olde Beaufort Village, Phase 2; Case No. 21-19:

Planning Director Kyle Garner said the applicant wishes to subdivide a 1.11 Acre Tract into 4 Lots Single-Family. Sewer allocation, Bond & Recreation Fee Information is included in the Staff Report for this project. At their June 21, 2021, meeting the Planning Board unanimously recommended approval of the Final Plat for Palmetto Plantation @ Olde Beaufort Village, Phase 2.

Commissioners agreed unanimously to place the item under Items of Discussion and Consideration at the July meeting.

6. Final Plat – Live Oak Commons; Case No. 21-20

Planning Director Kyle Garner said, The Cullipher Group has submitted the Final Plat for Live Oak Commons showing a 1.28-acre tract into 8 single-family lots. Also, the applicant has submitted Bond information to consider as well as a recreation fee in lieu of in the amount of \$1,843.20. At their June 21, 2021, meeting the Planning Board voted 4 to 1 recommending approval of the Final Plat for Live Oak Commons with the stipulation granting the Town legal right to enforce parking and proper signage stating no parking on access road.

Commissioners agreed unanimously to place the item under Items of Discussion and Consideration at the July meeting.

7. Pirate Invasion 2021 Event Request

Events Coordinator Rachel Johnson presented a request by the Beaufort Pirate Invasion to utilize two bus parking spaces for shuttles during their event as well as to have a water parade in Taylor’s Creek on the Saturday evening of their event. Johnson explained the event was to be conducted on private property at Gallant’s Channel with an entry fee.

Rachel: Pirate invasion taking place on private property with shuttles running from downtown. Friday will consist of taking the town flag. Saturday will be invasion by water and along front street.

Commissioner Hagle verified how the shuttle process would work and asked for proper signage.

Commissioner Hollinshed said she wanted to limit the canon fire during the water parade.

Commissioners Harker and Carter agreed to limit canon fire.

Commissioner Hollinshed made amotion to approve the request with limited canon fire.

Voting Yea: Commissioner Carter, Commissioner Hollinshed, Commissioner McDonald, Commissioner Hagle, Commissioner Harker.

Motion passed unanimously.

8. May 2021 Financial Report/Notes

Finance Director Christi Wood provided a monthly financial report. Wood provided updates on the following items: Public Works, dredging expenses and a credit to the county for water associated with their cooling tower associated with a billing error. Staff explained the county has a leak in the basement of a facility and is having issues with a well. It also came to light that the county was creating excessive discharge from the non-functioning well into the Town’s storm water system. Staff was asked by Commissioners to reach out to the county for their timeline on fixing the issue.

9. Town Clerk recommended the Board consider returning to in-person meetings in August 2021. The Town Clerk also recommended the Board approve the revised Board of Commissioners 2021 meeting calendar which changes the reference from virtual meetings to in-person. Commissioner Hollinshed asked if masks would be required at the meetings. Coleman responded that based on the current guidelines they would not be. Commissioner Hagle recommend work session meetings be moved from the Town Hall Conference Room to the Train Depot based on the size of the facilities. Commissioner McDonald recommended staying with virtual Zoom meetings. Commissioner Harker asked if there was a need to have 100% consensus of the board. Town Clerk Coleman suggested a hybrid format. He explained additional equipment would need to be purchased to accommodate hybrid meetings. Staff was instructed to prepare to return to in person meetings in August and if Commissioners were not comfortable to try the hybrid format.

10. Appointment to the Planning Board (PB)

Town Clerk Allen Coleman stated this item is to fulfill a partial term vacancy on the planning board.

Commissioners agreed unanimously to place this item on the agenda under Discussion and Consideration.

11. Manager Evaluation Process Review

Commissioner Harker explained the template includes time for the Board to outline goals and objectives of the Town Manager prior to the performance rating period, however, this did not occur during fiscal year 2021. A process flow chart is included for the Board’s consideration and discussion. Commissioner Harker suggested scheduling a Special Meeting to enter into Closed Session to discuss the Manager’s Evaluation.

Mayor Newton requested setting a date for July 28 at 4 p.m. at the Train Depot to conduct a closed session.

All commissioners agreed on that date and the Town Clerk was instructed to compile necessary materials.

Mayor/Commissioner Comments

Commissioner Hagle: Hope everyone has a good Fourth and stay safe.

Commissioner Hollinshed: Commend Greg and Mark on the nice appearance of the town and keeping it looking nice and neat. The parade will be Sunday at 4 p.m. Also thanks Greg for all his work on projects.

Commissioner McDonald: Consider ventilation and circulation when deciding to go back in person for meetings.

Commissioner Harker: I am looking forward to the firework display. The parade will be exciting. Excited for summertime.

1.

Commissioner Carter: What is the schedule for the police boat on the water? It helps to keep the speed down. Need to have a regular schedule of the boat out protecting the waterfront.

Adjourn

Motion was made by Commissioner Harker to adjourn the meeting.

Voting Yea: All commissioners

Motion passed unanimously

Mayor Everette Newton

Deputy Town Clerk Rachel Johnson



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**Board of Commissioners Regular Meeting
Virtual Meeting
6:00 PM – Monday, Oct. 11, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration
SUBJECT: COVID Numbers in Carteret County, Emergency Leave,
Mask Ordinance and Returning to In-Person Meetings
Check-In

BRIEF SUMMARY:

COVID Numbers in Carteret County

With COVID and the dominant delta variant cases on the rise in Carteret County and across the State of North Carolina, the Board agreed to hold off on returning to in-person meetings. The Board directed staff to provide an update on current county and state COVID metrics at each Board of Commissioners meeting to assess when to return to in-person meetings safely. Since data trends are released daily, those metrics will be provided at the meeting on Monday, Oct. 11, 2021 meeting.

Returning to In-Person Meetings Check-In

Currently, all Town Boards (elected and volunteer) are conducting meetings virtually via Zoom with the exception of the Beaufort Harbor and Waterways Master Plan Advisory Committee who has permission to meet under a hybrid model at the Beaufort Hotel. All meetings will continue to be open to the public and individuals may join in-person or virtually via Zoom. This policy is scheduled to be reviewed at each meeting of the Board of Commissioners.

Staff has placed an order for upgrades to equipment at the Train Depot in order to accommodate hybrid meetings. A date has not been provided from the vendor as to when this equipment will be installed.

Emergency Paid Sick Leave Policy Extension Check-In

At the Aug. 23, 2021 Work Session, the BOC voted to approve the policy extension with the requirement that in order to qualify the employee must be vaccinated. The policy is scheduled to be reviewed at each meeting.

Town-Wide Mask Ordinance Check-In

The Board of Commissioners implemented a town-wide mask ordinance at the Aug. 23, 2021 Work Session. The Mask ordinance is scheduled to be reviewed at each meeting of the Board of Commissioners.

REQUESTED ACTION:

Review polices.

EXPECTED LENGTH OF PRESENTATION:

10 minutes

SUBMITTED BY:

Mayor Newton & Rachel Johnson, Deputy Town Clerk

BUDGET AMENDMENT REQUIRED:

No



Town of Beaufort, NC

**Board of Commissioners
Virtual Regular Meeting
6:00 PM Monday, Oct. 11, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Traffic Calming Turner & Broad Streets

BRIEF SUMMARY:

The Town’s Engineering Department has investigated several alternative options for traffic calming measures at the intersection of Turner and Broad Streets.

The recommended options are attached.

Assistant Town Engineer Sam Bell will present the options for discussion and consideration.

REQUESTED ACTION:

Consider

EXPECTED LENGTH OF PRESENTATION:

10 minutes

SUBMITTED BY:

Sam Bell, Assistant Town Engineer & Greg Meshaw, Public Services Director/Town Engineer

BUDGET AMENDMENT REQUIRED:

No

Turner Street Traffic Calming

Existing conditions



Google Earth
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Town of Beaufort, NC

**Board of Commissioners
Virtual Regular Meeting
6:00 PM Monday, Oct. 11, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Water Rate Adjustment – Eastman Creek Subdivision

BRIEF SUMMARY:

The Carteret County Board of Commissioners voted during their June 21, 2021 regular meeting to raise water rates by 95 percent. The Town Board of Commissioners in turn, voted to adopt new water rates for the Eastman Creek subdivision during the August 23rd work session. The action was taken to offset the added cost of water the Town will continue to purchase from the County for resell to Eastman Creek customers. The rates adopted were structured to allow the Town to break even when it comes to providing water and maintaining the distribution system within the subdivision.

The Carteret County Board of Commissioners in a partial reversal of their prior decision, voted during their September 20th regular meeting to reduce water rates by approximately 25 percent. As such, Town staff is requesting that the Board of Commissioners consider reducing the water rates for the Eastman Creek subdivision customers.

REQUESTED ACTION:

Consider adoption of water rates for customers located within the Eastman Creek subdivision which reflect a reduction from the current Town rates commensurate with the rate reduction adopted by the Carteret County Board of Commissioners on September 20, 2021. To that end, Town staff recommends that the Board of Commissioners consider reducing the flat fee from \$33.80 to \$23.25 for a ¾-inch meter while keeping the variable fee unchanged at \$7.61 per 1,000 gallons. Additionally, consideration of flat fees of \$38.75, \$82.96, \$147.25 and, \$333.91 for 1-, 1 ½-, 2- and 3-inch meters, respectively, is recommended for the Eastman Creek service area.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Greg Meshaw, Public Services Director/Town Engineer

BUDGET AMENDMENT REQUIRED:

No



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**Board of Commissioners Regular Meeting
6:00 PM Monday, Oct. 11, 2021 – Virtual Meeting via Zoom**

AGENDA CATEGORY: Discussion & Consideration
SUBJECT: To approve or deny the Site Plan for Pruitt Health Care Nursing Home/Skilled Care Facility to contain 104 Beds/Units.

BRIEF SUMMARY:
The applicant wishes to construct a 70,980 square foot Nursing Home/Skilled Care Facility and use approximately 12,480 gallons per day of sewer allocation.

REQUESTED ACTION:
Discussion on Proposed Site Plan
Consideration on the Site Plan & Sewer Allocation Request

EXPECTED LENGTH OF PRESENTATION:
15 Minutes

SUBMITTED BY:
Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:
N/A

STAFF REPORT



To: Board of Commission Members
From: Kyle Garner, AICP, Town Planner
Date: September 21, 2021
Project Us 70 East - Site Plan – Pruitt Health Care – Nursing Home/Skilled Care Facility

THE QUESTION: To approve or deny the Site Plan for Pruitt Health Care – Nursing Home/Skilled Care Facility to contain 104 Beds/Units.

BACKGROUND: This site currently is an undeveloped tract of property that was annexed, zoned and updated in the CAMA Land Use Plan in October 2018.

Location: US 70 East
 Owners: Carteret Healthcare Properties, LLC
 Requested Action: To recommend approval or denial to the Board of Commissioners
 Existing Zoning: R-20
 Pin #: 731703137013000
 Size: 13.43 acres (584,923.48 sq. ft.)
 Building Square Footage: 70,980 Square Feet
 Existing Land Use: Undeveloped

PUBLIC UTILITIES & WORKS:

Water: Town of Beaufort
 Sanitary Sewer: Town of Beaufort

OPTIONS:

1. Approval of the Site Plan
2. Denial of the Site Plan based on specific failures to meet requirements of the LDO.
3. Decision on proposed Sewer Allocation Request of 12,480 Gallons per day

ATTACHMENTS:

- A. Vicinity Map
- B. Site Plan – Pruitt Healthcare
- C. Wastewater Allocation Application

Staff Comments:

The applicant wishes to construct a 70,980 square foot assisted living facility to contain 104 beds. This property was annexed in October of 2018 and given the zoning classification of R-20 closely matching the former County Zoning of R-15M. At that same meeting the property was given a classification as Low Density Residential as a CAMA Land Use Plan Amendment.



As part of the Town’s new sewer allocation policy the applicant is requesting 12,480 gallons of allocation for this project that has been reviewed by the Towns Engineer. In addition to Planning Staff, the Town Engineer and Fire Chief have reviewed the plans for compliance as well as the NC Department of Transportation District Office and Division Safety Engineers Office regarding the driveway access points serving the site.

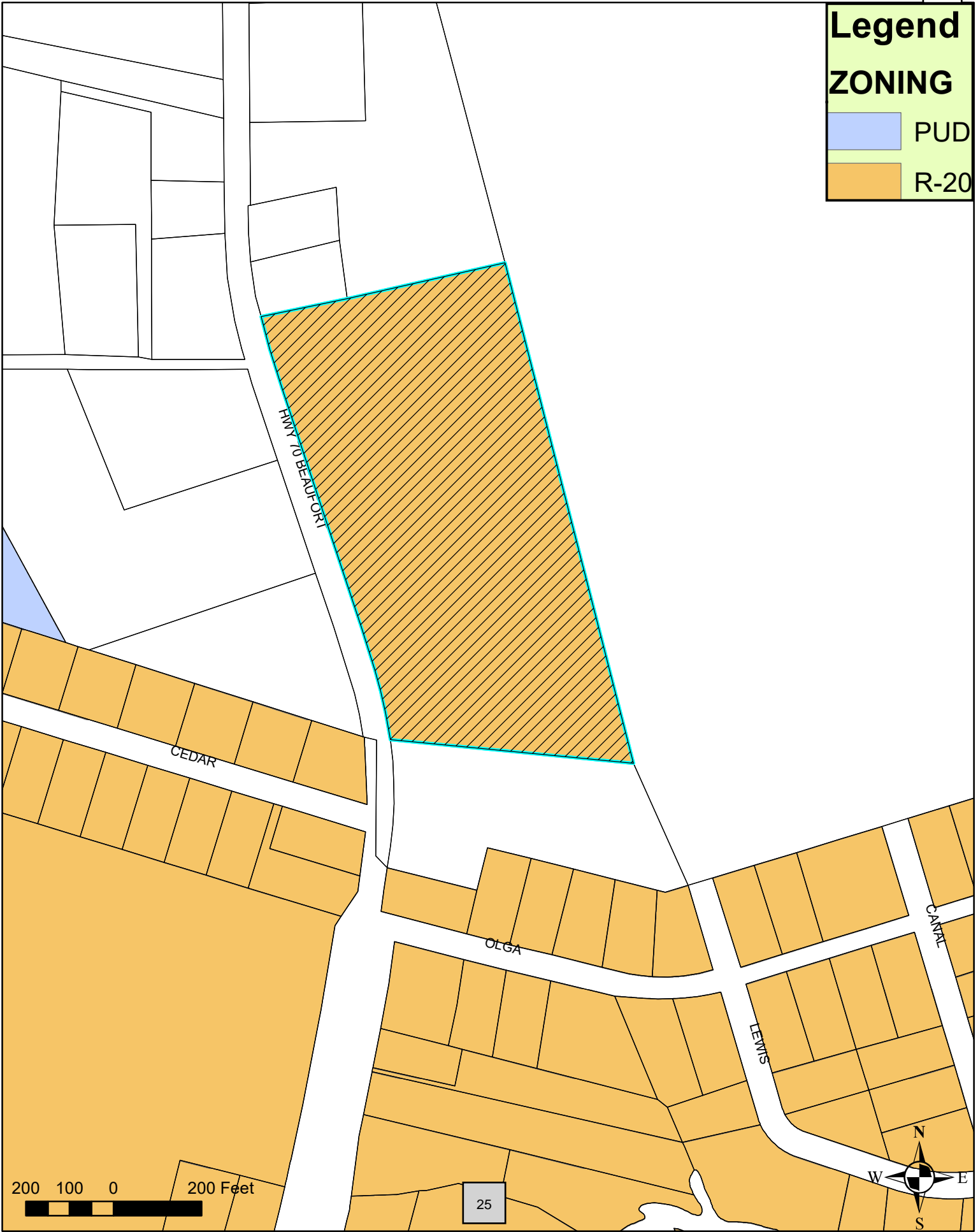
Conclusion

This project meets the design criteria required in the LDO and the Planning Board at their September 20th meeting recommended unanimously approval of the proposed site plan.

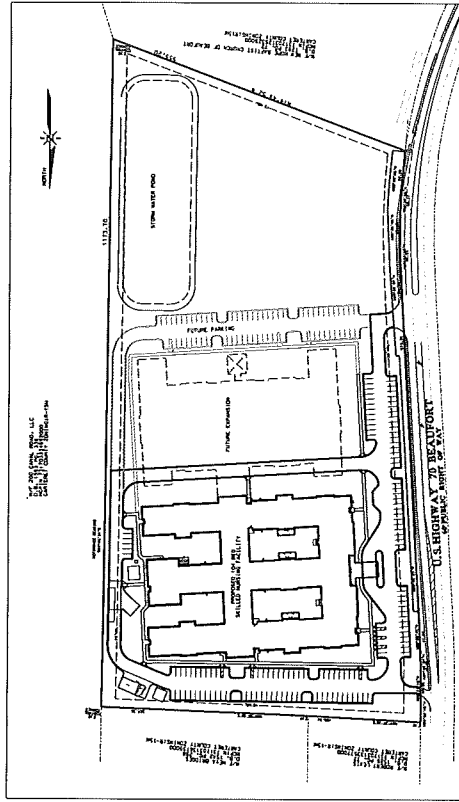
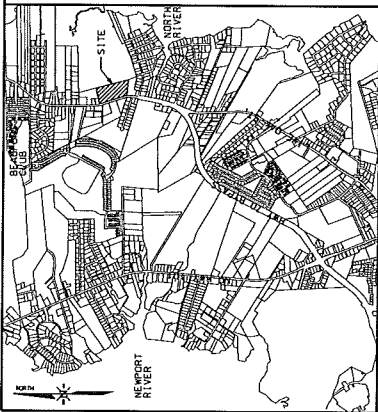
Legend

ZONING


-  PUD
-  R-20



PRUITTHEALTH CRYSTAL COAST SKILLED NURSING FACILITY



CLIENT:
CARTERET COUNTY PROPERTIES, INC.
1626 JEURGENS CT.
NORCROSS, GA 30093
678-533-6770

ENGINEER:
 THE CULLIPIER GROUP, P.A.
ENGINEERING & SURVEYING SERVICES
151-A HIGHWAY 24
MOREHEAD CITY, NC 28557
252-773-0080 LICENSE NO. C-4482

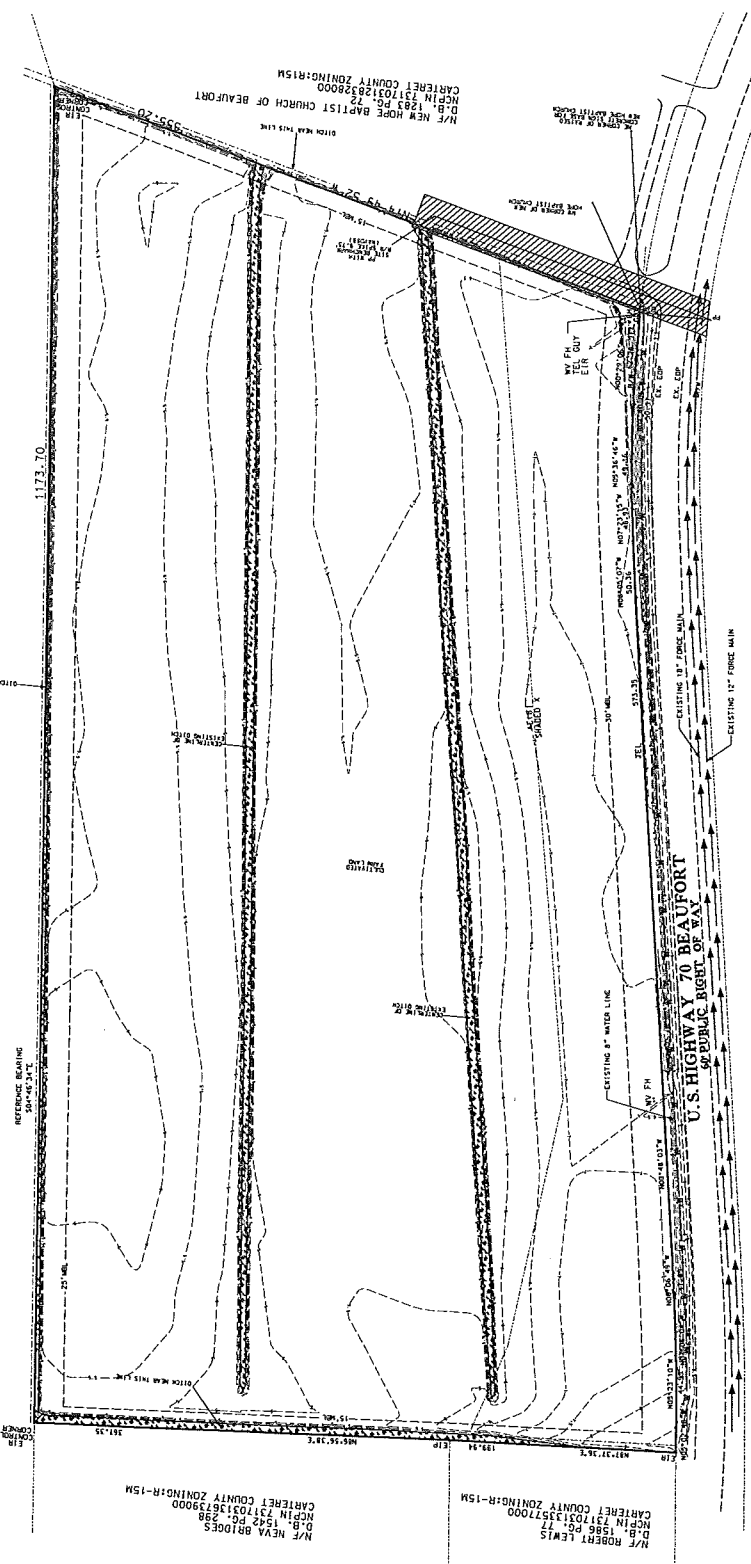
— CHARLES M. CULLIPIER, P.E. DATE —

INDEX OF DRAWINGS

- SHEET 1 COVER SHEET
- SHEET 2 EXISTING CONDITIONS PLAN
- SHEET 3 OVERALL SITE PLAN
- SHEET 4 ENLARGED SITE PLAN
- SHEET 5 GRADING & DRAINAGE PLAN
- SHEET 6 EROSION CONTROL PLAN - PH.1
- SHEET 7 EROSION CONTROL PLAN - PH.2
- SHEET 8 UTILITY PLAN
- SHEET 9 UTILITY PLAN & PROFILE 1
- SHEET 10 UTILITY PLAN & PROFILE 2
- SHEET 11 LIFT STATION DETAIL SHEET
- SHEET 12 POND DETAIL SHEET
- SHEET 13 UTILITY DETAILS
- SHEET 14 SITE & EROSION CONTROL DETAILS 1
- SHEET 15 SITE & EROSION CONTROL DETAILS 2
- SHEET 16 DRAINAGE AREA DELINEATION MAP
- SHEET 17 WETLAND IMPACT MAP
- SHEET 18 GROUND STABILIZATION
- SHEET 19 SELF-INSPECTION RECORDKEEPING AND REPORTING
- SHEET 20 ROAD TURN LANE PLAN 1
- SHEET 21 ROAD TURN LANE PLAN 2
- SHEET 22 ROAD TURN LANE CROSS SECTION 1
- SHEET 23 ROAD TURN LANE CROSS SECTION 2



N/E 200 CANAL ROAD, LLC
 O.B. 1533 PG. 338
 2415 HIGHWAY 70
 CARTERET COUNTY ZONING-R-15M



M/F NEVA BRIDGES
 O.B. 1542 PG. 298
 NCFIN 171031373900
 CARTERET COUNTY ZONING-R-15M

M/F ROBERT LEWIS
 O.B. 1566 PG. 277
 NCFIN 171031352700
 CARTERET COUNTY ZONING-R-15M

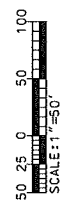
LEGEND

- S-S- EXISTING CONTOR
- PP POWER POLE
- W- EX. WATER
- SS- EX. FORCE MAIN
- 48L LINE BUILDING
- EP - EDGE OF PAVEMENT
- ER - EXISTING IRON ROD
- X- EX. RETAINING
- TEL TELEPHONE FOOTCUT
- R/W RIGHT-OF-WAY
- PH FIRE HYDRANT
- WV WATER VALVE
- OUT - OUT WIRE

REVISIONS:

NO.	DATE	DESCRIPTION

EXISTING CONDITIONS PLAN
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 ADDRESS: 1626 LEURGANS COURT
 NORCROSS, GA 30093
 PHONE: 678-533-6770
 DRAWN: CMC
 CHECKED: CMC
 APPROVED: CMC
 DATE: 7/7/21
 SCALE: 1" = 50'



SHEET # 2 OF 23
 PROJECT # 190606-002
 DESIGN FILE Construction Drawings.dgn

STORM WATER STRUCTURE TABLE

STRUCTURE	INVERT	DATE
CA-204	5.77	7/27
CA-203	5.97	8/20
CA-202	5.97	8/20
CA-201	5.97	8/20
CA-115	5.90	6/26
CB-106	6.29	7/23
CB-104	6.14	7/23
CB-103	6.20	7/23
CB-102	6.14	7/23
CB-101	6.09	8/20
CB-100	6.08	8/20
DB-1033	7.71	20/25
DB-1032	7.39	20/25
DB-1031	6.75	20/25
DB-1030	6.73	20/25
DB-1029	6.71	20/25
DB-1028	6.71	20/25
DB-1027	6.71	20/25
DB-1026	6.71	20/25
DB-1025	6.71	20/25
DB-1024	6.71	20/25
DB-1023	6.71	20/25
DB-1022	6.71	20/25
DB-1021	6.71	20/25
DB-1020	6.71	20/25
DB-1019	6.71	20/25
DB-1018	6.71	20/25
DB-1017	6.71	20/25
DB-1016	6.71	20/25
DB-1015	6.71	20/25
DB-1014	6.71	20/25
DB-1013	6.71	20/25
DB-1012	6.71	20/25
DB-1011	6.71	20/25
DB-1010	6.71	20/25
DB-1009	6.71	20/25
DB-1008	6.71	20/25
DB-1007	6.71	20/25
DB-1006	6.71	20/25
DB-1005	6.71	20/25
DB-1004	6.71	20/25
DB-1003	6.71	20/25
DB-1002	6.71	20/25
DB-1001	6.71	20/25
DB-1000	6.71	20/25

STORM WATER PIPE TABLE

UPSTREAM	DOWNSTREAM	LENGTH	PIPE DIA.	NUMBER OF	PIPE MATERIAL
CA-204	CA-203	150	18"	1	THAMIC WATER PIPE
CA-203	CA-202	150	18"	1	THAMIC WATER PIPE
CA-202	CA-201	150	18"	1	THAMIC WATER PIPE
CA-201	CA-115	117	18"	1	THAMIC WATER PIPE
CB-106	CB-104	74	24"	1	THAMIC WATER PIPE
CB-104	CB-103	104	24"	1	THAMIC WATER PIPE
CB-103	CB-102	104	24"	1	THAMIC WATER PIPE
CB-102	CB-101	104	24"	1	THAMIC WATER PIPE
CB-101	CB-100	104	24"	1	THAMIC WATER PIPE
DB-1033	DB-1032	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1032	DB-1031	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1031	DB-1030	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1030	DB-1029	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1029	DB-1028	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1028	DB-1027	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1027	DB-1026	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1026	DB-1025	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1025	DB-1024	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1024	DB-1023	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1023	DB-1022	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1022	DB-1021	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1021	DB-1020	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1020	DB-1019	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1019	DB-1018	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1018	DB-1017	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1017	DB-1016	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1016	DB-1015	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1015	DB-1014	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1014	DB-1013	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1013	DB-1012	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1012	DB-1011	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1011	DB-1010	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1010	DB-1009	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1009	DB-1008	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1008	DB-1007	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1007	DB-1006	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1006	DB-1005	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1005	DB-1004	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1004	DB-1003	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1003	DB-1002	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1002	DB-1001	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE
DB-1001	DB-1000	107	30"	1	CLASS IV CASTED IN PLACE CONCRETE PIPE

DRAINAGE NOTES

- CONTRACTOR SHALL COORDINATE ROOF LEADER DRAINAGE WITH COORDINATING PLANS.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS AND SLOPES.
- ROOF DRAINAGE SHALL BE INSTALLED AT THE CORNER OF THE WALL, NOT AT THE CENTER OF THE WALL. CONTRACTOR SHALL INSTALL TYPICAL ROOF DRAINAGE PER DETAIL.
- CATCH BASIN DB-101 WILL BE A DOUBLE INLET TYPE.

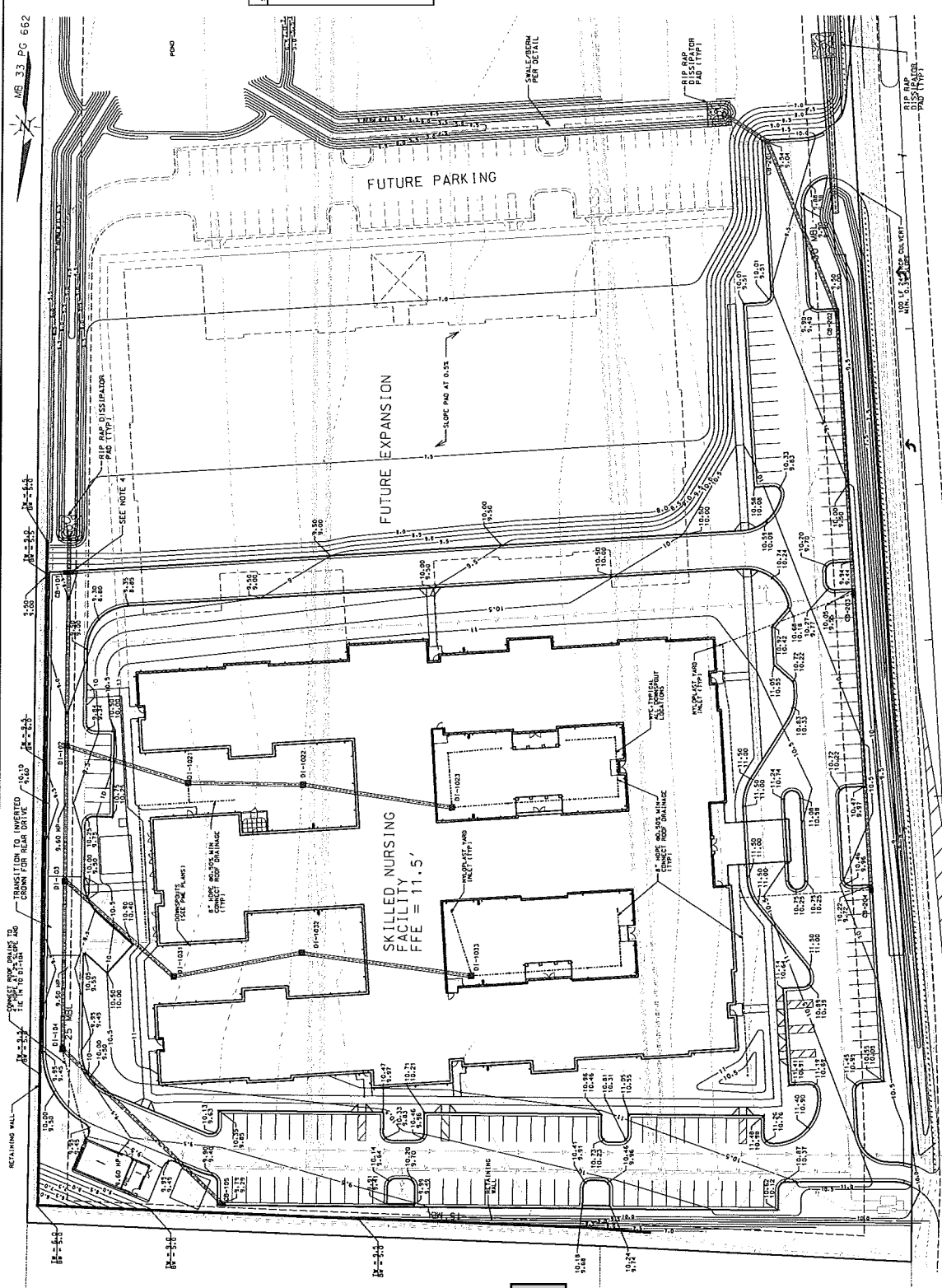
LEGEND

---	EXIST. CONTIGUOUS
---	8" ADE (COLLECT ROOF DRAIN)
---	FLOOR DIRECTION
---	TOP OF WALL ELEVATION
---	BOTTOM OF WALL ELEVATION
---	CATCH BASIN
---	STORM DRAIN MANHOLE
---	WATER LINE
---	SEWER
---	TOP OF WALL
---	BOTTOM OF WALL

REVISIONS:

NO.	DATE	DESCRIPTION

GRADING & DRAINAGE PLAN
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARRELET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 ADDRESS: 1626 LEURGANS COURT
 NORCHOLLS, GA 30093
 PHONE: 678-533-6770
THE COLLIPHER GROUP P.A.
 1000 HIGHWAY 70, SUITE 200
 BEAUFORT, NC 28516
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. C-488
 DATE: 7/17/21
 CHECKED: CMC
 APPROVED: CMC
 SCALE: 1" = 30'
CHARLES W. COLLIPHER P.E.



U.S. HIGHWAY 70 BEAUFORT
 60' PUBLIC RIGHT-OF-WAY



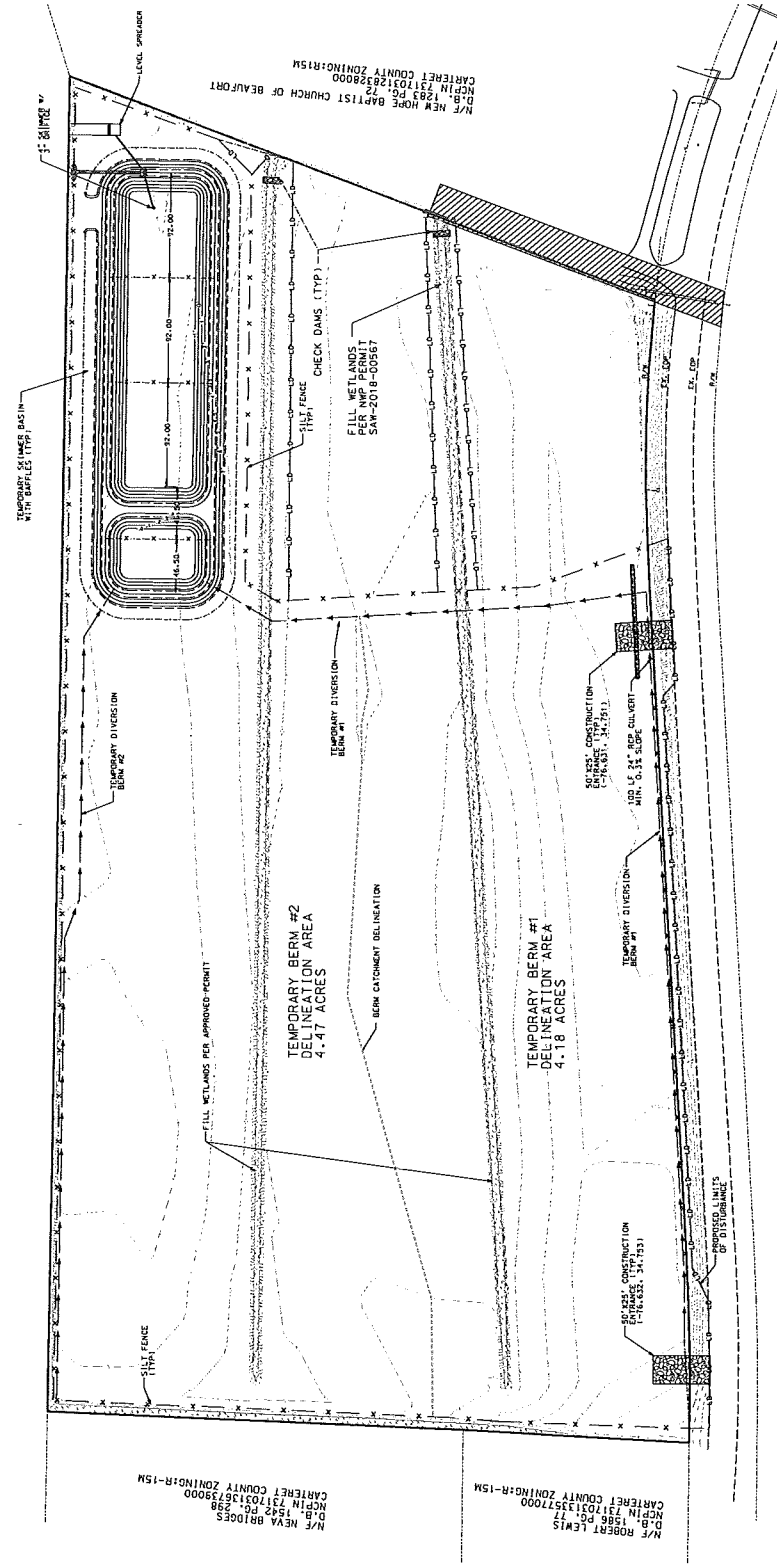
SHEET #15 OF 23
 20250516C PLT 06/06/2022
 20250516C PLT 06/06/2022



MB 33 PG 662

N/E 200 CANAL ROAD, LLC
 NCPIN 731-70333482000
 CARTERET COUNTY ZONING-R-15M

NO CONCRETE WASHDOWN ALLOWED
 LAND DISTURBANCE = 11.22 AC
 ALL REVEALED AREAS SHALL BE REVEALED WITHIN
 7 DAYS OF BEING BROUGHT TO ROUGH FINAL GRADE
 THERE ARE 0.123 ACRES OF WETLAND
 IMPACTS PROPOSED WITH THIS PLAN



N/E NEVA BRIDGES
 D.B. 73170313673000
 NCPIN 731-70333482000
 CARTERET COUNTY ZONING-R-15M

N/E ROBERT LEWIS
 D.B. 73170313577000
 NCPIN 731-70333482000
 CARTERET COUNTY ZONING-R-15M

N/E NEW HOPE BAPTIST CHURCH OF BEAUFORT
 D.B. 73170312828000
 NCPIN 731-70333482000
 CARTERET COUNTY ZONING-R-15M

MAINTENANCE PLAN
 1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND UNTIL THE EROSION CONTROL MEASURES ARE NO LONGER NEEDED.
 2. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AS NEEDED.
 3. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AS NEEDED.
 4. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AS NEEDED.

EROSION CONTROL NOTES
 1. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND UNTIL THE EROSION CONTROL MEASURES ARE NO LONGER NEEDED.
 2. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AS NEEDED.
 3. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AS NEEDED.

CONSTRUCTION SEQUENCE - PHASE 1
 INITIAL CONSTRUCTION ENTRANCES:
 1. INITIAL CONSTRUCTION ENTRANCES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND UNTIL THE EROSION CONTROL MEASURES ARE NO LONGER NEEDED.
 2. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AS NEEDED.
 3. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AS NEEDED.

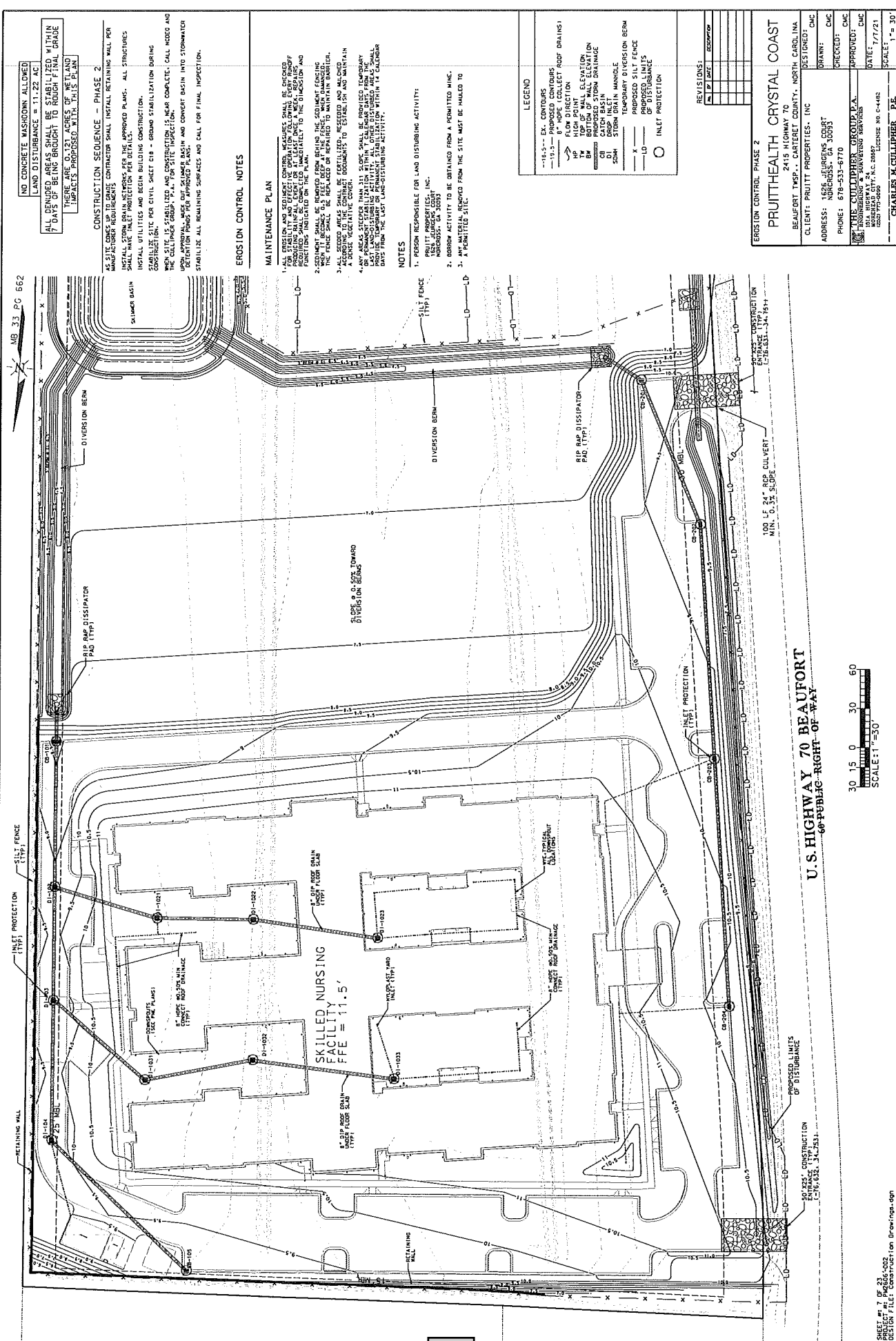


LEGEND

[Symbol]	4th WETLANDS
[Symbol]	EXISTING CHANNELS
[Symbol]	PROPOSED CHANNELS
[Symbol]	TEMPORARY DIVERSION BERM
[Symbol]	PROPOSED SILT FENCE
[Symbol]	PROPOSED LIMITS OF DISTURBANCE

EROSION CONTROL PHASE 1
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 ADDRESS: 1626 LEURENS COURT
 ADDRESS: NORCROSS, GA 30093
 PHONE: 678-333-6770
 CHECKED: CMC
 APPROVED: CMC
 DATE: 7/7/21
 SCALE: 1" = 50'

SHEET # 6 OF 23
 DESIGN FILE: CONSTRUCTION Drawings.dgn



NO CONCRETE WASHDOWN ALLOWED
 LAND DISTURBANCE = 11.22 AC
 ALL DEMURED AREAS SHALL BE STABILIZED WITHIN
 7 DAYS OF BEING BROUGHT TO ROUGH FINAL GRADE
 THROUGH THE PROPOSED CONSTRUCTION PERIOD

CONSTRUCTION SEQUENCE - PHASE 2
 AS SITE COMES UP TO GRADE CONTRACTOR SHALL INSTALL RETAINING WALL PER
 MANUFACTURER REQUIREMENTS
 INSTALL UTILITY AND BEGIN BUILDING CONSTRUCTION.
 STABILIZE SITE PER CIVIL SHEET C18 - GROUND STABILIZATION DURING
 CONSTRUCTION.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND
 APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND STATE DEPARTMENT OF
 ENVIRONMENTAL AND NATURAL RESOURCES.
 STABILIZE ALL REMAINING SURFACES AND CALL FOR FINAL INSPECTION.

EROSION CONTROL NOTES

MAINTENANCE PLAN
 1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED
 FOR STABILITY AND EFFECTIVE OPERATION FOLLOWING EACH RAINFALL
 EVENT. MAINTENANCE SHALL BE COMPLETED IMMEDIATELY TO THE DISCHARGE AND
 RECEIVING AREAS.
 2. SEDIMENT SHALL BE REMOVED FROM BEHIND THE SEDIMENT FENCING
 WHEN THE SEDIMENT IS 1/2" DEEP OR MORE. THE FENCING SHALL BE MAINTAINED
 THROUGHOUT THE CONSTRUCTION PERIOD.
 3. ALL AREAS STEEPER THAN 3:1 SLOPE SHALL BE PROVIDED TEMPORARY
 EROSION CONTROL MEASURES TO PREVENT EROSION AND MAINTAIN
 STABILITY.
 4. ANY AREAS STABILIZED WITHIN 7 DAYS OF BEING BROUGHT TO ROUGH
 FINAL GRADE SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD
 AND BE SUBJECT TO REINSPECTION WITHIN 14 CALENDAR
 DAYS FROM THE DATE OF STABILIZATION.

NOTES
 1. PERSON RESPONSIBLE FOR LAND DISTURBING ACTIVITY:
 PRUITT PROPERTIES, INC.
 2. EROSION ACTIVITY TO BE OBTAINED FROM A PERMITTED MINE.
 3. ANY MATERIAL REMOVED FROM THE SITE MUST BE HAULLED TO
 A PERMITTED SITE.

LEGEND

- 16.5' EX. CONTOURS
- 19.5' EX. CONTOURS
- 8" HOPE LOCATED ROOF DRAIN(S)
- FLOW DIRECTION
- FLOW POINT
- TOP OF WALL ELEVATION
- BOTTOM OF WALL ELEVATION
- 8" HOPE LOCATED ROOF DRAIN
- GR CATCH BASIN
- SDI
- TEMPORARY DIVERSION BEAM
- X PROPOSED SILT FENCE
- LO- PROPOSED LIMITS
- PROPOSED LIMITS
- O INLET PROTECTION

REVISIONS:

NO.	DATE	DESCRIPTION

PRUITT HEALTH CRYSTAL COAST
 BEAUFORT TWP., CATAWEE COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC.
 ADDRESS: 1626 LEURGANS COURT
 NORCROSS, GA 30093
 PHONE: 678-533-6770
 APPROVED: CMC
 DATE: 7/7/21
 SCALE: 1" = 30'

U.S. HIGHWAY 70 BEAUFORT
 60' PUBLIC RIGHT-OF-WAY



LEGEND

- FWA FIRE HYDRANT
- GO CLEAN OUT
- FD FIRE DEPARTMENT CONNECTION
- TS SANITARY SEWER MANHOLE
- SSM SANITARY SEWER LINE
- WV WATER VALVE
- WM WATER METER
- EX. EXISTING (UTILITY)
- FDC FIRE DEPT. CONNECTION

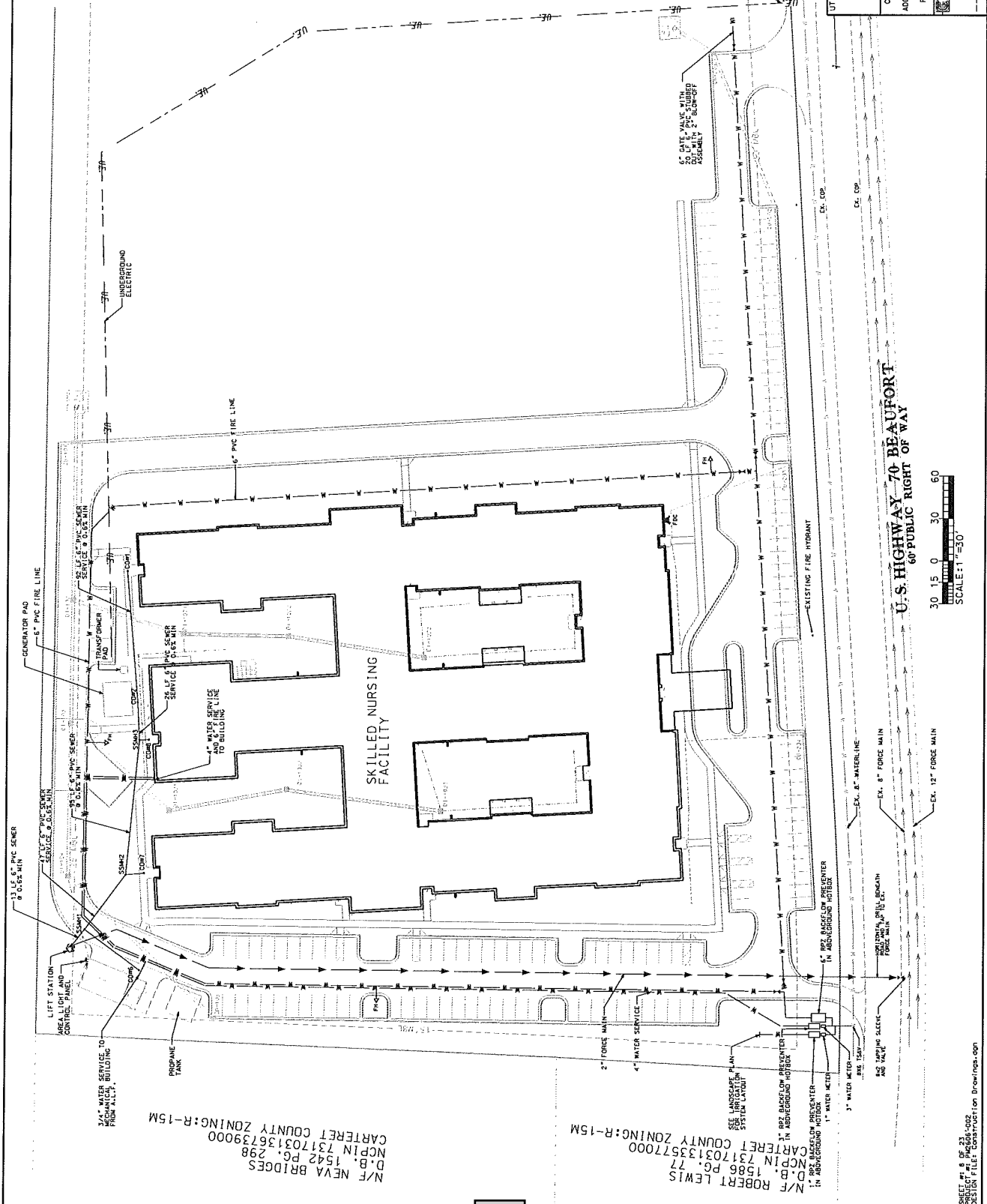
SEWER STRUCTURE INFO

STRUCTURE #	INVERT ELEV. (FT)	RIM ELEV. (FT)	PIPELENGTH (FT)	DOWNSTREAM
SSM#1	8.79	9.20	13	
SSM#2	4.32	10.90	47	
SSM#3	4.39	10.20	95	
CO#1	8.50	11.00	27	
CO#2	8.45	11.50	48	
CO#3	5.06	11.25	1227	
CO#4	5.60	11.16	637	

REVISIONS:

NO.	DATE	DESCRIPTION

PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC.
 ADDRESS: 1626-JERGENS COURT
 NICHOLSON, CA 30093
 PHONE: 678-533-6770
THE COLLIPIER GROUP P.A.
 1000 HIGHWAY 42, SUITE 200
 FARMINGTON, N.C. 28520
 LICENSE NO. C-4482
CHARLES M. COLLIPIER P.E.



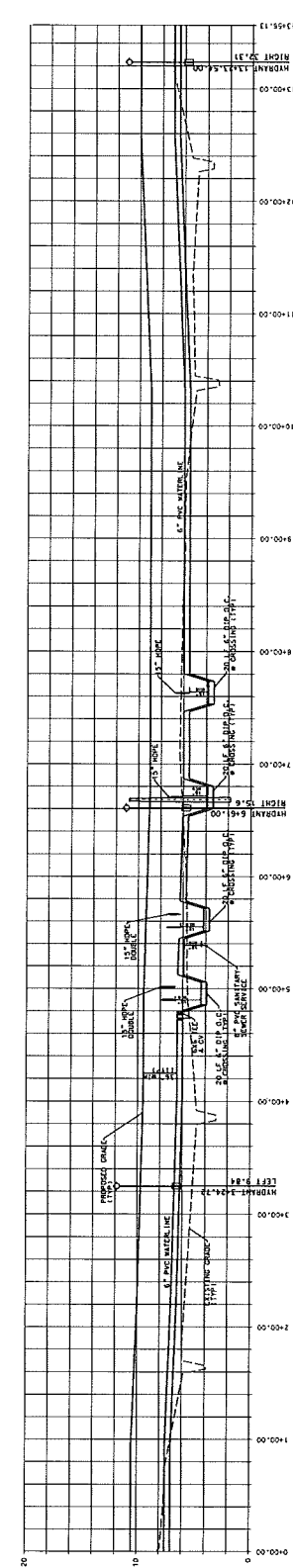
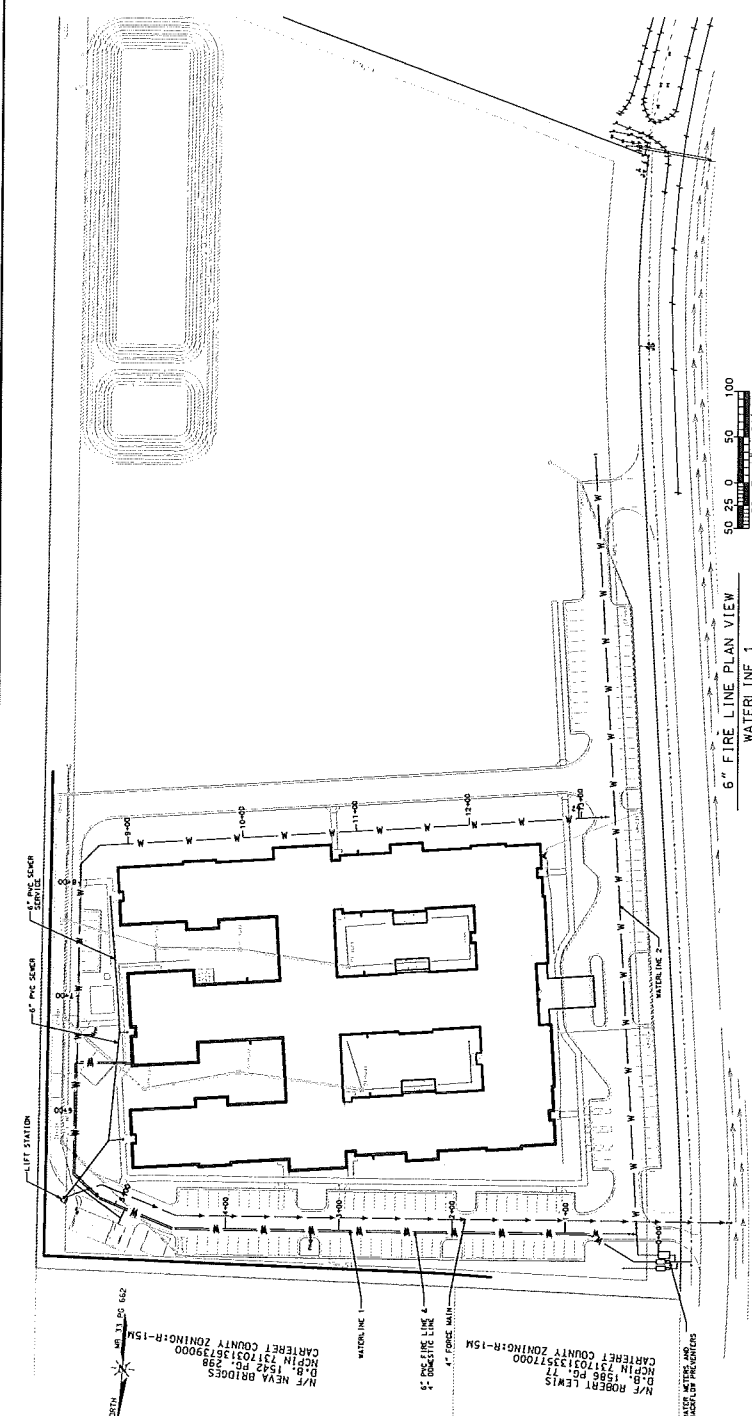
U.S. HIGHWAY 70 BEAUFORT
 60' PUBLIC RIGHT OF WAY



N/F NEVA BRIDGES
 D.B. 1542 PG. 298
 NCPIN 731703136739000
 CARTERET COUNTY ZONING: R-15M

N/F ROBERT LEWIS
 D.B. 1586 PG. 77
 NCPIN 731703133577000
 CARTERET COUNTY ZONING: R-15M

SHEET # 8 OF 23
 DESIGN FILE: Construction Drawings.dgn



WATERLINE 1 PLAN AND PROFILE
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA

CLIENT: PRUITT PROPERTIES, INC.
DESIGNED BY: CMC
BRANN: CMC
CHECKED BY: CMC
APPROVED BY: CMC
DATE: 7/1/21

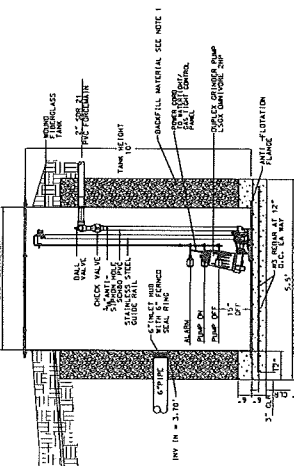
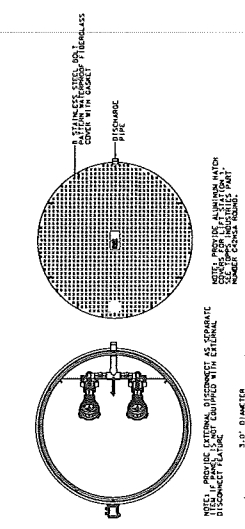
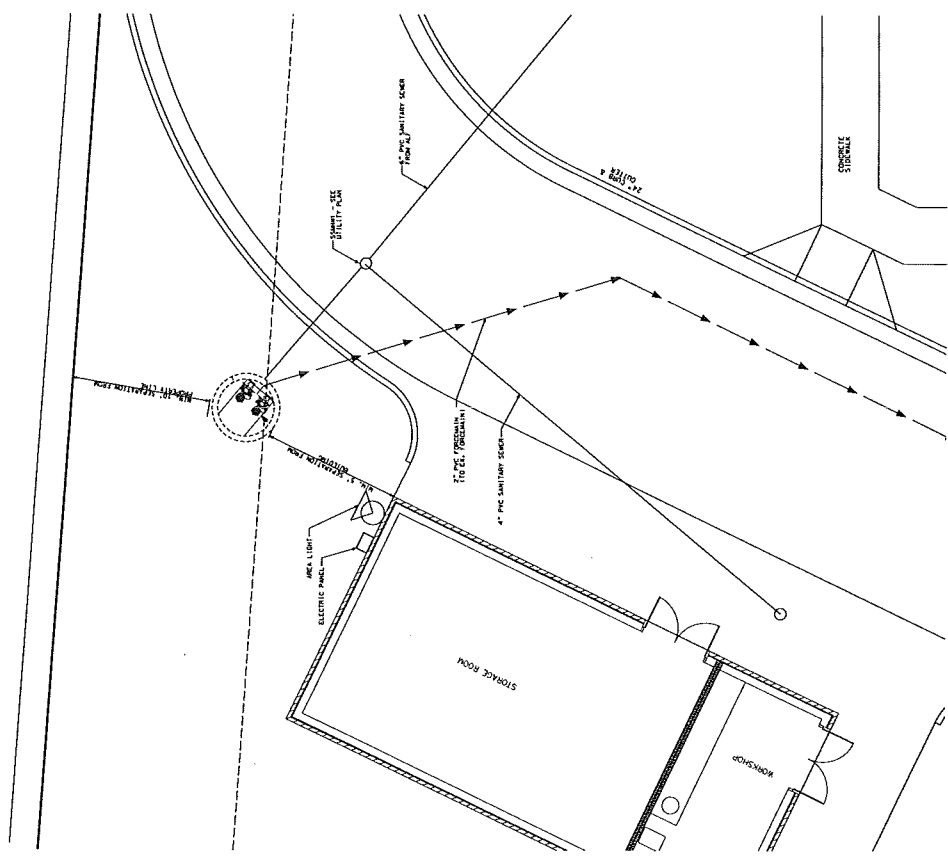
THE COLLUPHER GROUP, P.A.
 ENGINEERING & SURVEYING SERVICES
 1586 PG. 17
 N/11.80 662
 CARTERET COUNTY ZONING-R-15M

CHARLES W. COLLUPHER, P.E.
 SCALE: 1" = 50'

REVISIONS:

NO.	DATE	DESCRIPTION

NORTH
MB 33 PG 662



NOTES:
1. BACKFILL MATERIALS
A. 6" MIN. SAND AND GRAVEL, FINISHED PARTICLES, WITH A MINIMUM DIAMETER OF 1/4" AND WITH A MAXIMUM CLUMP OF 1/4" IN SIZE.
B. 6" MIN. SAND AND GRAVEL, FINISHED PARTICLES, WITH A MINIMUM DIAMETER OF 1/4" AND WITH A MAXIMUM CLUMP OF 1/4" IN SIZE.
2. INSTALL PER MANUFACTURER'S RECOMMENDATION.

LIFT STATION #	TOP	BOTTOM	INVERT IN	PUMP OFF	ALUMN	PUMP ON	LAC IN	LAC ON
1	9.35	-0.70	3.70	0.38	2.08	3.38	3.38	3.88

LIBERTY PUMPS DUPLEX GRINDER PACKAGE (OR APPROVED EQUAL)

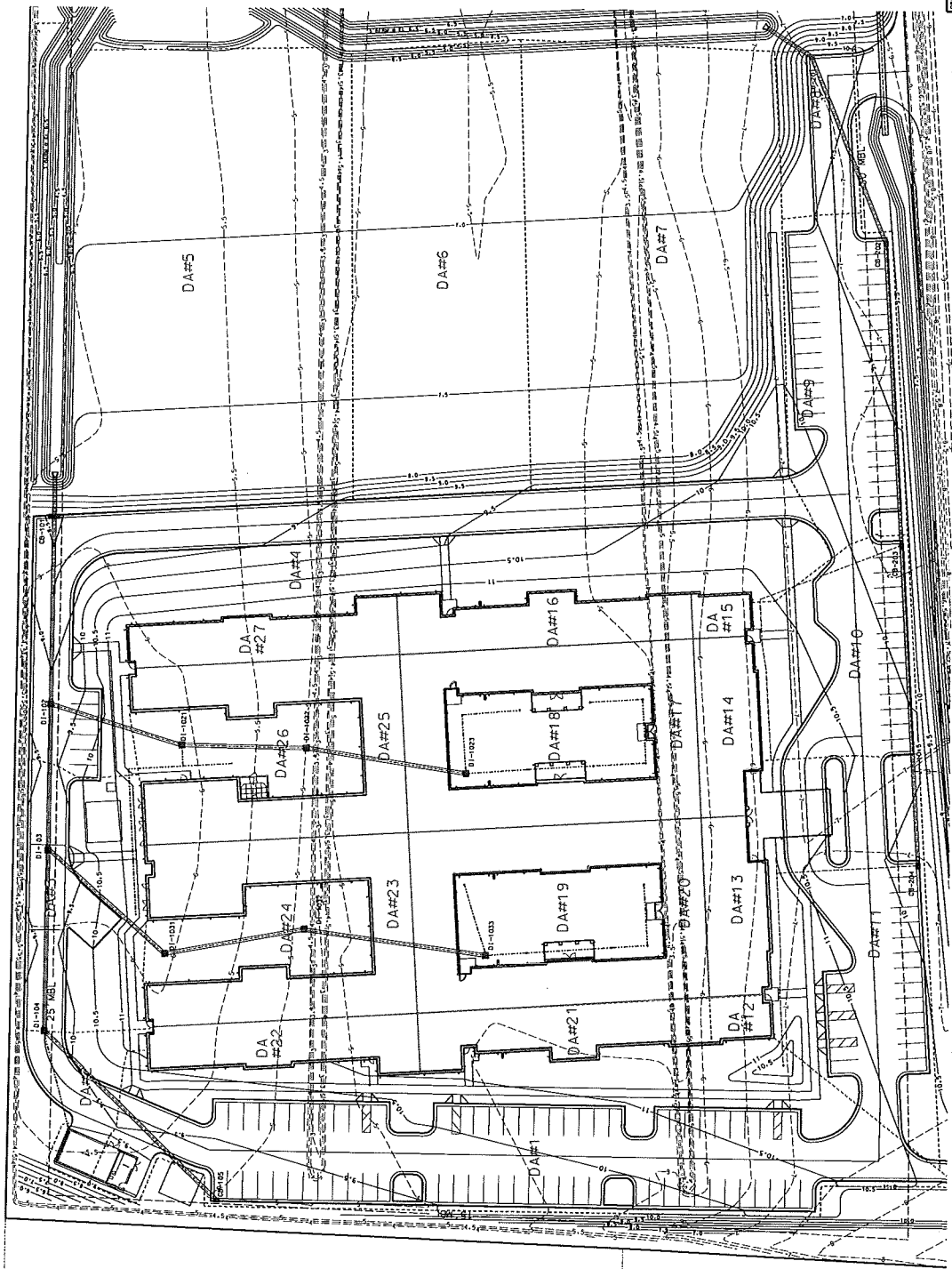
REVISIONS:

NO.	DATE	DESCRIPTION

LIFT STATION DETAILS
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 DESIGNER: CMC
 ADDRESS: 1626 JEFFERSONS COURT
 NORCROSS, GA 30093
 PHONE: 678-533-6770
 CHECKED: CMC
 APPROVED: CMC
 THE CULLIPHER GROUP, P.A.
 1000 W. WILSON AVENUE, SUITE 200
 ROSELAND, N.C. 28068
 LICENSE NO. C-4483
 DATE: 7/1/21
 SCALE: 1" = 5'
CHARLES W. CULLIPHER P.E.



SHEET #11 OF 23
 DESIGN FILE: CONSTRUCTION Drawings.dgn



LEGEND

- POND/STORM DELINEATION
- 8" HOPE TITE ROOF DRAINS
- STORM PIPE

REVISIONS:

NO.	DATE	DESCRIPTION

PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC. (REGISTERED)
 ADDRESS: 1626 JEUENS COURT
 NORCROSS, GA 30093
 PHONE: 678-531-6770
THE COLLIPHER GROUP, P.A.
 2314 HIGHWAY 70, SUITE 200
 BEAUFORT, NC 28516
 LICENSE NO. C-4482
CHARLES M. COLLIPHER, P.E.

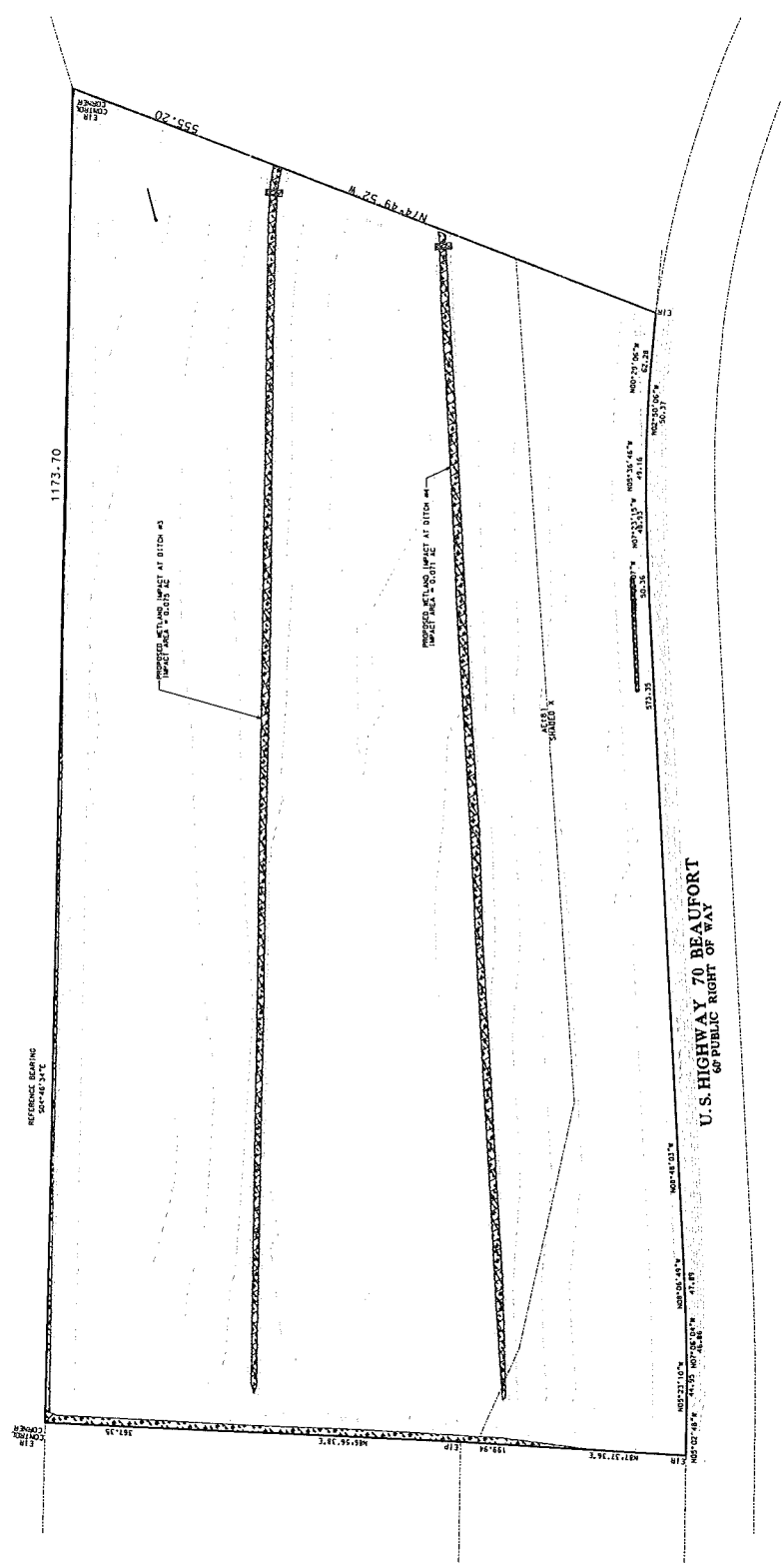
U.S. HIGHWAY 70 BEAUFORT
60' PUBLIC RIGHT OF WAY



N/F NEVA BRIDGES
 D.B. 1542 PG. 298
 NCPIN 731703136739000
 CARTERET COUNTY ZONING: R-15M

N/F ROBERT LEWIS
 D.B. 1586 PG. 77
 NCPIN 731703133577000
 CARTERET COUNTY ZONING: R-15M

PROJECT # 1586
 DESIGN FILE: Construction Drawings.dgn



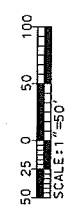
PROPOSED WETLAND IMPACT TABLE
 DITCH #4 IMPACT AREA = 0.07 AC
 DITCH #5 IMPACT AREA = 0.07 AC
 TOTAL PROPOSED IMPACTS = 0.146 AC

LEGEND
 [Symbol] EXISTING WETLANDS
 [Symbol] PROPOSED WETLAND IMPACTS
 [Symbol] EXISTING CONTOURS

REVISIONS:

NO.	DATE	DESCRIPTION

NETLAND IMPACT MAP
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 DESIGNED: CMC
 CLIENT: PRUITT PROPERTIES, INC.
 DRAWN: CMC
 ADDRESS: 1626 JERGENS COURT
 NURCROSS, GA 30953
 PHONE: 678-533-6770
 CHECKED: CMC
 [Logo] THE CULLIPHER GROUP, P.A.
 PROFESSIONAL ENGINEERING & SURVEYING SERVICES
 1000 W. WASHINGTON ST., A.C. 28687
 WAREHOUSES, N.C.
 LICENSE NO. C-4402
 DATE: 7/7/21
 SCALE: 1" = 50'
CHARLES M. CULLIPHER P.E.



SHEET # 17 OF 23-002
 SYSTEM FILE: Construction Drawings.dwg

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT
 Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling Permit Sections E and F, respectively. The NCG01 Construction General Permit Sections E and F, respectively. The permittee shall comply with the approved plan sheet. The permittee may not apply depending on site conditions and the designated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Site Area Description	Required Ground Stabilization Timeframes	Timeframe variations
(a) Perimeter dikes, swales, ditches, and perimeter slopes	Stabilize within this many calendar days after ceasing land disturbance	None
(b) High Quality Water (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
(d) Slopes greater than 5:1 in length and with a slope of 4:1	14	7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones
(e) Areas with slopes flatter than 4:1	14	-10 days for Falls Lake Watershed ditches, perimeter slopes and HQW Zones; -10 days for Falls Lake Watershed unless there is zero slope

NOTE: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable and resistant to erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION
 Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below.

Temporary Stabilization	Permanent Stabilization
<ul style="list-style-type: none"> Temporary grass seed covered with straw or other mulches and tacklers Hydroseeding Reeled erosion control products with or without temporary grass seed Appropriately applied straw or other mulch Plastic sheeting 	<ul style="list-style-type: none"> Permanent grass seed covered with straw or other mulches and tacklers Hydroseeding with permanent soil reinforcement matting Shrubs or other permanent plantings covered with mulch Uniform and evenly distributed ground cover Structural methods such as concrete, asphalt or retaining walls Reeled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS
 1. Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
 2. Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
 3. Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
 4. Provide ponding areas for containment of treated stormwater before ditching.
 5. Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

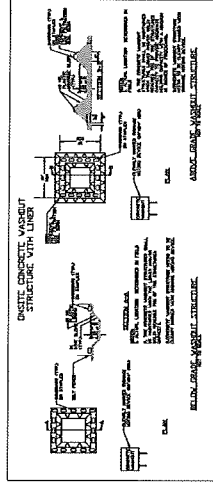
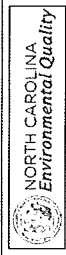
EQUIPMENT AND VEHICLE MAINTENANCE
 1. Maintain vehicles and equipment to prevent discharge of fluids.
 2. Provide drip pans under any stored equipment.
 3. Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
 4. Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
 5. Remove leaking vehicles and construction equipment from service until the problem has been corrected.
 6. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE
 1. Never bury or burn waste. Place litter and debris in approved waste containers.
 2. Provide a sufficient number and size of waste containers (e.g. dumpster, trash receptacle) on site to contain construction and domestic wastes.
 3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
 4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
 5. Cover waste containers at the end of each workday and before storm events or other weather events that may cause wind-blown debris or spillage.
 6. Anchor all lightweight litter to prevent containers from being overturned.
 7. Empty waste containers as needed to prevent overflow.
 8. Dispose waste off-site at an approved disposal facility.
 9. On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE
 1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
 2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
 3. Contain liquid wastes in a controlled area.
 4. Contain liquid wastes in a controlled area.
 5. Contain liquid wastes in a controlled area.
 6. Contain liquid wastes in a controlled area.
 7. Contain liquid wastes in a controlled area.
 8. Contain liquid wastes in a controlled area.
 9. Contain liquid wastes in a controlled area.

PORTABLE TOILETS
 1. Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
 2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
 3. Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT
 1. Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown to other alternatives are reasonably available.
 2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
 3. Stabilize stockpile stone access point when feasible.
 4. Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



CONCRETE WASHOUTS
 1. Do not discharge concrete or cement slurry from the site.
 2. Dispose of or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
 3. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
 4. Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for approval. Washouts shall be installed on the site. Use one of the two types of temporary concrete washouts provided on this detail.
 5. Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
 6. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary components, follow the manufacturer's instructions.
 7. Locate washouts in an easily accessible area, on level ground and install a slope entrance pad in front of the washout. Additional controls may be required by the approving authority.
 8. Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
 9. Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary components, follow the manufacturer's instructions.
 10. At the end of each workday, clean up and dispose of remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES
 1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
 2. Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
 3. Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
 4. Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE
 1. Create designated hazardous waste collection areas on-site.
 2. Place hazardous waste containers under cover or in secondary containment.
 3. Do not store hazardous, chemicals, drums or bagged materials directly on the ground.

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING EFFECTIVE: 04/01/19

GROUND STABILIZATION
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 DESIGNED: CMC
 DRAWN: CMC
 ADDRESS: 1626 JEFFERSON COURT
 NOKROSS, GA 30093
 CHECKED: CMC
 PHONE: 678-533-6770
 APPROVED: CMC
 DATE: 7/7/21
 THE CULLIPPER GROUP, P.A.
 1000 W. HARRIS STREET, N.C. 28827
 REGISTERED PROFESSIONAL ENGINEER NO. C-4482
 PE
 CHARLES M. CULLIPPER

REVISIONS:

NO.	DATE	DESCRIPTION



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: PruittHealth Crystal Coast Acreage of Property: 13.43
County Tag Number: N/A NC PIN: 731703137013000
Address/Location: 2415 Highway 70 Beaufort, NC 28516

Zoning District: RM20

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

APPLICANT INFORMATION

Applicant: Carteret Healthcare Properties, Inc.
Mailing Address: 1626 Jeurgens Court Norcross, GA 30093
Phone Number: 678-533-6770 Fax: _____
Contact Person: Nicole Frazier, Senior Vice President Community Improvements
Email Address: nfrazier@pruitthealth.com

PROPERTY OWNER INFORMATION

Name: Carteret Healthcare Properties, Inc.
Mailing Address: 1626 Jeurgens Court Norcross, GA 30093
Phone Number: 678-533-6770 Fax: _____
Email Address: nfrazier@pruitthealth.com

FOR OFFICE USE ONLY

Date Received: _____ File Number/Name: _____

PROJECT INFORMATION

Use: New Expanded Change Use Type: Residential Commercial

Proposed Use(s): Skilled Nursing Facility Existing Use(s): _____

Developer Name: Carteret Healthcare Properties, Inc.

Mailing Address: 1626 Jeurgens Court Norcross, GA 30093

Phone Number: 678-533-6770 Fax Number: _____

Email Address: nfrazier@pruitthealth.com

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

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

Residential:

Gross Acreage: _____

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

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

Non-Residential: (Design Flow Guideline provided as Appendix A)*
 *If design flow deviates from the flow rates presented in Appendix A, provide supporting documentation/justification as an attachment in the form of 12 months of water bills demonstrating gallons per day utilized.

Gross Acreage: 13.43

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Nursing, rest homes with laundry facilities	gpd/bed	104	120	12,480
Total				12,480

TOTAL REQUESTED GALLONS PER DAY: 12,480

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.

Neil L. Pruitt, Jr.
Print Name

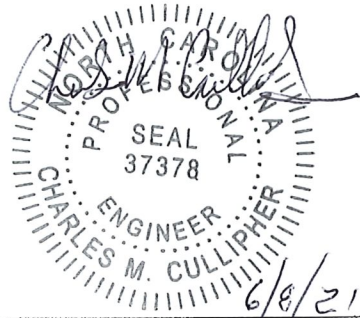
[Handwritten Signature]
Signature of Applicant

5/20/21
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, Charles M. Cullipher, PE hereby attest that the total requested allocation and the values used to derive the total are to the best of my knowledge, accurate and complete having been prepared in accordance with the instructions of this form while also adhering to applicable State laws, regulations, and rules, concerning the determination of design daily wastewater flows from facilities served by public wastewater collection and treatment systems.



Signed and Dated Professional Engineer Seal

The Cullipher Group, PA
Firm Name

151A NC HWY 24 Morehead City, NC 28557
Address

252-773-0090
Telephone No.

chase@tcgpa.com
Email Address

TOWN OF BEAUFORT OFFICE USE ONLY:

Approved by: Town Engineer
 Board of Commissioners

Allocation approved: _____ gallons per day

Date of Approval: _____

Confirmation signature by:

Town Manager

APPENDIX A: DESIGN FLOW RATES

The following table from the North Carolina Administrative Code 02T.0114 shall be used to determine the minimum allowable design daily flow of wastewater facilities. Alternatively, the Town in its sole and absolute discretion may calculate the customer's initial average daily wastewater flow based on data from the customer's operations (or from similarly situated customers) with a comparable sanitary sewer system, where such data are available and reasonably current.

Establishment Type	Daily Flow Rate
Barber and Beauty Shops	
Barber Shops	50 gal/chair
Beauty Shops	125 gal/booth or bowl
Businesses, Offices and Factories	
General business and office facilities	25 gal/employee/shift
Factories, excluding industrial waste	25 gal/employee/shift
Factories or businesses with showers or food preparation	35 gal/employee/shift
Warehouse	100 gal/loading bay
Warehouse – self storage (not including caretaker residence)	1 gal/unit
Churches	
Churches without kitchens, day care or camps	3 gal/seat
Churches with kitchen	5 gal/seat
Churches providing day care or camps	25 gal/person (child & employee)
Fire, Rescue and Emergency Response	
Fire or rescue stations without on-site staff	25 gal/person
Fire or rescue stations with on-site staff	50 gal/person/shift
Food and Drink Facilities	
Banquet, dining hall	30 gal/seat
Bars, cocktail lounges	20 gal/seat
Caterers	50 gal/100 sq. ft. floor space
Restaurant, full service	40 gal/seat
Restaurant, single service articles	20 gal/seat
Restaurant, drive-in	50 gal/car space
Restaurant, carry out only	50 gal/100 sq. ft. floor space
Institutions, dining halls	5 gal/meal
Deli	40 gal/100 sq. ft. floor space
Bakery	10 gal/100 sq. ft. floor space
Meat department, butcher shop or fish market	75 gal/100 sq. ft. floor space
Specialty food stand or kiosk	50 gal/100 sq. ft. floor space
Hotels and Motels	
Hotels, motels and bed & breakfast facilities, without in-room cooking facilities	120 gal/room
Hotels and motels, with in-room cooking facilities	175 gal/room
Resort hotels	200 gal/room
Cottages, cabins	200 gal/unit
Self-service laundry facilities	500 gal/machine
Medical, Dental and Veterinary Facilities	
Medical or dental offices	250 gal/practitioner/shift
Veterinary offices (not including boarding)	250 gal/practitioner/shift
Veterinary hospitals, kennels, animal boarding facilities	20 gal/pen, cage, kennel or stall
Hospitals, medical	300 gal/bed
Hospitals, mental	150 gal/bed
Convalescent, nursing, rest homes without laundry facilities	60 gal/bed
Convalescent, nursing, rest homes with laundry facilities	120 gal/bed
Residential care facilities	60 gal/person
Parks, Recreation, Camp Grounds, R-V Parks and other Outdoor Activity Facilities	
Campgrounds with comfort station, without water or sewer hookups	75 gal/campsite

Establishment Type	Daily Flow Rate
Campgrounds with water and sewer hookups	100 gal/campsite
Campground dump station facility	50 gal/space
Construction, hunting or work camps with flush toilets	60 gal/person
Construction, hunting or work camps with chemical or portable toilets	40 gal/person
Parks with restroom facilities	250 gal/plumbing fixture
Summer camps without food preparation or laundry facilities	30 gal/person
Summer camps with food preparation and laundry facilities	60 gal/person
Swimming pools, bathhouses and spas	10 gal/person
Public access restrooms	325 gal/plumbing fixture
Schools, Pre-school and Day Care	
Day care and preschool facilities	25 gal/person (child & employee)
Schools with cafeteria, gym and showers	15 gal/student
Schools with cafeteria	12 gal/student
Schools without cafeteria, gym or showers	10 gal/student
Boarding schools	60 gal/person (student & employee)
Service Stations and Car Wash Facilities	
Service stations, gas stations	250 gal/plumbing fixture
Car wash facilities	1200 gal/bay
Sports Centers	
Bowling center	50 gal/lane
Fitness, exercise, karate or dance center	50 gal/100 sq. ft.
Tennis, racquet ball	50 gal/court
Gymnasium	50 gal/100 sq. ft.
Golf course with only minimal food service	250 gal/plumbing fixture
Country clubs	60 gal/member or patron
Mini golf, putt-putt	250 gal/plumbing fixture
Go-kart, motocross	250 gal/plumbing fixture
Batting cages, driving ranges	250 gal/plumbing fixture
Marinas without bathhouse	10 gal/slip
Marinas with bathhouse	30 gal/slip
Video game arcades, pool halls	250 gal/plumbing fixture
Stadiums, auditoriums, theaters, community centers	5 gal/seat
Stores, Shopping Centers, Malls and Flea Markets	
Auto, boat, recreational vehicle dealerships/showrooms with restrooms	125 gal/plumbing fixture
Convenience stores, with food preparation	60 gal/100 sq. ft.
Convenience stores, without food preparation	250 gal/plumbing fixture
Flea markets	30 gal/stall
Shopping centers and malls with food service	130 gal/1000 sq. ft.
Stores and shopping centers without food service	100 gal/1000 sq. ft.
Transportation Terminals	
Air, bus, train, ferry, port and dock	5 gal/passenger

Source: North Carolina Administrative Code 02T.0114, January 1, 2007

Per 15A NCAC 02t .0114 (b), in determining the volume of sewage from dwelling units, the flow rate shall be 120 gallons per day per bedroom. The minimum volume of sewage from each dwelling unit shall be 240 gallons per day and each additional bedroom above two bedrooms shall increase the volume by 120 gallons per day. Each bedroom or any other room or addition that can function as a bedroom shall be considered a bedroom for design purposes. When the occupancy of a dwelling unit exceeds two persons per bedroom, the volume of sewage shall be determined by the maximum occupancy at a rate of 60 gallons per person per day.



Town of Beaufort, NC

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

**Board of Commissioners Regular Meeting
6:00 PM Monday, Oct. 11, 2021 – Virtual Meeting via Zoom**

AGENDA CATEGORY: Discussion/Consideration
SUBJECT: Case #21-24 Final Plat – Front Street Village Phase 4

BRIEF SUMMARY:

Arendell Engineering (John Wade, P.E.) has submitted the Final Plat for Front Street Village Phase 4 showing a 10.44 acre tract into 34 single-family lots. Also, the applicant has submitted Bond information to consider as well as a recreation fee in lieu of in the amount of \$5,875.20.

REQUESTED ACTION:

- 1. Approval the Final Plat for Front Street Village Phase - 4
- 2. Approval the Bond Request for Front Street Village Phase - 4
- 3. Deny the request

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A



STAFF REPORT



To: Board of Commission Members
From: Kyle Garner, AICP, Town Planner
Date: September 21, 2021
Case No. 21-24 Front Street Village Phase 4 – Final Plat

THE QUESTION: Subdivide a 10.44 acre tract into 34 Single-Family Residential Lots.

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

Location: Chadwick Road
 Owners: Front Street Village, LLC
 Requested Action: Subdivide a 10.44 acre tract into 34 lots
 Existing Zoning: PUD (R-8)
 Size: 10.44 Acres
 Amount of Open Space: 3.77 Acres (Wetlands Area)
 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 \$594,112.50 (See estimated cost of improvement sheet from engineer).
 - No sewer allocation request is being made for this project due to its approval prior to the January 11, 2021 Wastewater Allocation Policy’s adoption by the Board of Commissioners.
 - Since this project is part of a subdivision recreation fees will be required in the amount of \$5,875.20.
 - At their September 20, 2021 meeting the Planning Board voted unanimously to recommend approval.

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

Case No.: 21-24
Location: Chadwick Road

Page: 1

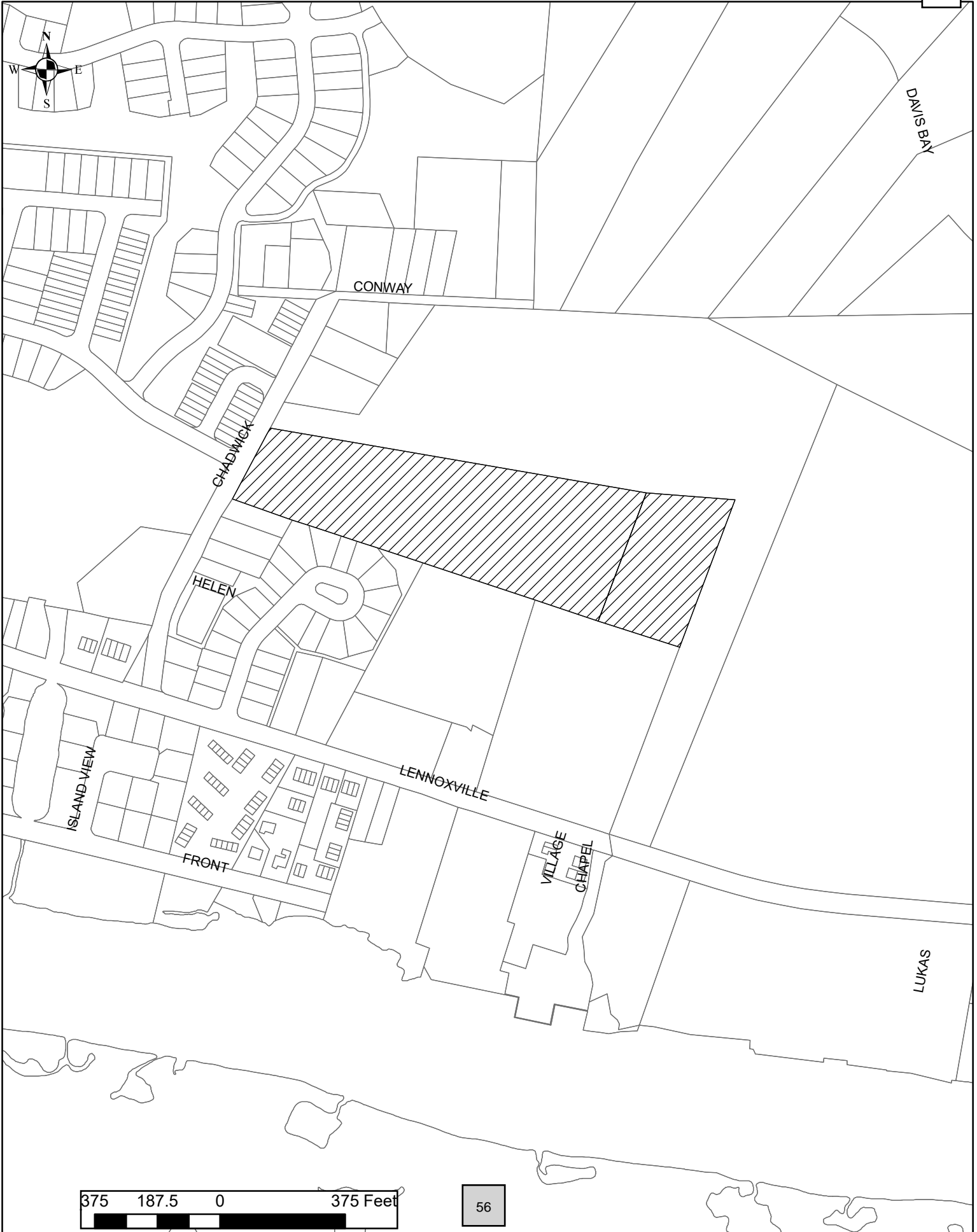
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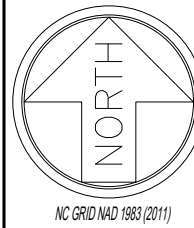
1. Approval the Final Plat for Front Street Village Phase - 4
2. Approval the Bond Request for Front Street Village Phase - 4
3. Deny the request

Attachments:

- Attachment A - Vicinity Map
- Attachment B - Final Plat for Front Street Village Phase 4
- Attachment C - Bond Estimates
- Attachment D – Draft Covenants

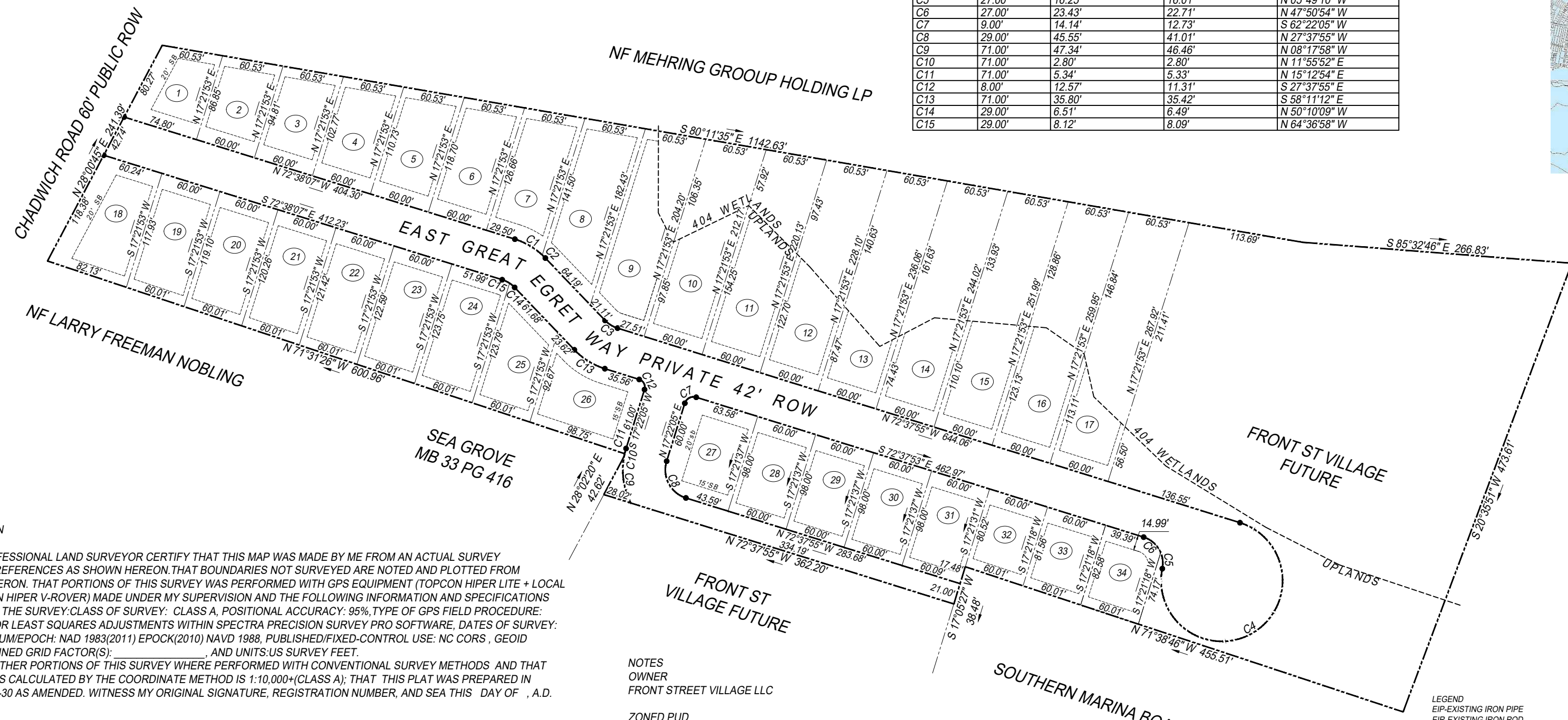
Case # 21-24 - Final Plat - Front Street Village - Phase IV





NC GRID NAD 1983 (2011)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	71.00'	31.53'	31.27'	S 59°54'51" E
C2	71.00'	4.28'	4.28'	S 45°28'02" E
C3	29.00'	14.96'	14.79'	S 57°51'32" E
C4	60.00'	276.52'	89.14'	S 59°23'49" W
C5	27.00'	16.25'	16.01'	N 05°49'10" W
C6	27.00'	23.43'	22.71'	N 47°50'54" W
C7	9.00'	14.14'	12.73'	S 62°22'05" W
C8	29.00'	45.55'	41.01'	N 27°37'55" W
C9	71.00'	47.34'	46.46'	N 08°17'58" W
C10	71.00'	2.80'	2.80'	N 11°55'52" E
C11	71.00'	5.34'	5.33'	N 15°12'54" E
C12	8.00'	12.57'	11.31'	S 27°37'55" E
C13	71.00'	35.80'	35.42'	S 58°11'12" E
C14	29.00'	6.51'	6.49'	N 50°10'09" W
C15	29.00'	8.12'	8.09'	N 64°36'58" W



Area	Lot Description	Sq. Feet
A1	1	5,557.34
A2	2	5,449.94
A3	3	5,927.60
A4	4	6,405.25
A5	5	6,882.91
A6	6	7,360.56
A7	7	7,906.81
A8	8	9,713.78
A9	9	11,835.87
A10	10	12,491.08
A11	11	12,968.93
A12	12	13,446.79
A13	13	13,924.64
A14	14	14,402.49
A15	15	14,880.34
A16	16	15,358.19
A17	17	15,836.04
A18	18	8,345.90
A19	19	7,110.89
A20	20	7,180.72
A21	21	7,250.55
A22	22	7,320.38
A23	23	7,390.21
A24	24	7,457.05
A25	25	6,516.86
A26	26	7,615.61
A27	27	6,915.41
A28	28	5,879.92
A29	29	5,879.87
A30	30	5,879.82
A31	31	5,880.63
A32	32	4,861.87
A33	33	4,923.57
A34	34	4,925.26

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: DATUM/EPOCH: NAD 1983(2011) EPOCH(2010) NAVD 1988, PUBLISHED/FIXED-CONTROL USE: NC CORRS, GEOID MODEL:12A(CONUS), COMBINED GRID FACTOR(S): 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 DAY OF , A.D. 2016.

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

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



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

NOTES
OWNER
FRONT STREET VILLAGE LLC

ZONED PUD

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA

UNDEVELOPED AREA 132,367.16 SQ FT

ROADS 71,064.4 SQ FT

SETBACKS 15' FRONT, 5' SIDE, 10' REAR UNLESS OTHERWISE NOTED

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.

BY: _____

NAME: _____

TITLE: _____

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE BEAUFORT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR "FRONT STREET VILLAGE PHASE 4"

CHAIRMAN OF 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 AND ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF BEAUFORT SPECIFICATIONS AND STANDARDS IN THE "FRONT STREET VILLAGE PHASE 4" 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 FILING FEE FOR THIS PLAT, IN THE AMOUNT OF \$250.00, HAS BEEN PAID.

TOWN MANAGER

DATE

- LEGEND**
- EIP-EXISTING IRON PIPE
 - EIR-EXISTING IRON ROD
 - ECM-EXISTING CONCRETE MONUMENT
 - EA-EXISTING AXLE
 - EN-EXISTING NAIL
 - EPR-EXISTING PK NAIL
 - POINT-NOTHING EXISTING OR SET
 - NCGS-NORTH CAROLINA GEODETIC SURVEY
 - NCS-NATIONAL GEODETTIC SURVEY
 - RWM-MON-NCODOT 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

**FINAL PLAT FOR
FRONT STREET VILLAGE PHASE 4
BEAUFORT TOWNSHIP
CARTERET COUNTY, NC
SCALE 1"=100'**



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

BOND ESTIMATE



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

PROJECT NAME:	FRONT STREET VILLAGE PHASE IV
OWNER:	FRONT STREET VILLAGE LLC
ENGINEER:	ARENDELL ENGINEERS
ENGINEER PHONE NO.:	(252) 622 - 4338
ENGINEER EMAIL:	JOHN@ARENDELLENGINEERS.COM
DATE:	26-Jul-21

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

SIGNATURE AND SEAL OF SUBMITTING ENGINEER



I, JOHN J. WADE 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.

Please sign below

[Handwritten Signature]

STREET PAVEMENT	LINEAR FEET:	WIDTH:	UNIT COST (Dollars/SY)	TOTAL:
Final Pervious Concrete Surface	2650	18	\$ 40.95	\$ 217,035.00
Initial Asphalt Surface Course			\$	-
Asphalt Intermediate Course			\$	-
Asphalt Base Course			\$	-
Drainable Base Course	2650	18	\$ 13.08	\$ 69,297.50
			\$	-
			\$	-
			Subtotal	\$ 286,332.50

STREET INCIDENTALS	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Street Signs	2	Each	\$ 250.00	\$ 500.00
Street Trees (40' O.C.)		Each	\$	-
Street Lights		Each	\$	-
Pavement Striping		LF	\$	-
			\$	-
			\$	-
			Subtotal	\$ 500.00

Fire Hydrant (includes Hydrant Leg & Valve)	1	Each	\$ 6,000.00	\$ 6,000.00
Vaults		Each		\$ -
Manholes		Each		\$ -
Fittings		Lump Sum		\$ -
Service Connections (includes Tap, Service Tubing, Meter Box and Meter Setter)	34	Each	\$ 1,100.00	\$ 37,400.00
				\$ -
				\$ -
				\$ -
			Subtotal	\$ 44,500.00

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	60	LF	\$ 48.00	\$ 2,880.00
18" Dual Wall Polypropylene		LF		\$ -
24" RCP		LF		\$ -
24" Dual Wall HDPE		LF		\$ -
24" Dual Wall Polypropylene		LF		\$ -
30" RCP		LF		\$ -
30" Dual Wall HDPE		LF		\$ -
30" Dual Wall Polypropylene		LF		\$ -
36" RCP		LF		\$ -
36" Dual Wall HDPE		LF		\$ -
36" Dual Wall Polypropylene		LF		\$ -
42" RCP		LF		\$ -
42" Dual Wall HDPE		LF		\$ -
42" Dual Wall Polypropylene		LF		\$ -
48" RCP		LF		\$ -
48" Dual Wall HDPE		LF		\$ -
48" Dual Wall Polypropylene		LF		\$ -
15" FES		Each		\$ -
18" FES		Each		\$ -
24" FES		Each		\$ -
30" FES		Each		\$ -
36" FES		Each		\$ -
42" FES		Each		\$ -
48" FES		Each		\$ -
Curb Inlet		Each		\$ -
Yard Inlet	1	Each	\$ 2,050.00	\$ 2,050.00
Manhole (0'-6' Deep)		Each		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Subtotal	\$ 4,930.00

TOTAL ESTIMATE ⇒ \$594,112.50

Prepared by Richard L. Stanley

STATE OF NORTH CAROLINA

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
FRONT STREET VILLAGE COMMONS**

COUNTY OF CARTERET

This Declaration of Covenants, Conditions and Restrictions is made this _____ day of _____, 2021, by Front Street Village. LLC, a North Carolina Limited Liability Company, herein "Declarant or Developer"; and any and all persons, firms and corporations hereafter acquiring any of the Lots within Front Street Village Commons Subdivision as shown on surveying plat prepared by James I. Phillips, RLS, and recorded in Map Book _____, page _____, Carteret County Registry;

W I T N E S S E T H:

WHEREAS, Declarant, Front Street Village, LLC, is the owner of certain real property as conveyed to it by deed recorded in Book 1259, page 443, Carteret County Registry, and Declarant has caused the property described therein to be subdivided into Lots for a Subdivision known as Front Street Village Commons, to be developed in one phase, and a plat for the subdivision is recorded in Map Book _____, page _____, Carteret County Registry, hereinafter called "Front Street Village Commons", or the "Property";

WHEREAS, Declarant desires to develop its property under a common and uniform set of Covenants and restrictions applicable to the Lots and property;

WHEREAS, Declarant intends to develop its property into a desirable residential Subdivision that is harmonious with its coastal environment, and Declarant intends to form a Homeowners' Association to enforce and maintain the attraction of the property and its amenities which include stormwater swales, entrance way, private roads, signage, street lighting and such other common areas and amenities that Declarant and/or the Homeowners' Association may provide for the general welfare and recreation of the Owners;

WHEREAS, it is in the mutual interest of the Declarant as well as every person, firm or corporation hereafter acquiring any of the Lots within Front Street Village Commons that these Covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of Front Street Village Commons be established, fixed and set forth and declared to be Covenants running with the land;

WHEREAS, the Subdivision is part of a Planned Unit Development under the Town of Beaufort Zoning and Land Use Ordinances and the Town has imposed as part of PUD approval certain architectural requirements which must be adhered to;

WHEREAS, Declarant desires to preserve the value, amenities, desirability, and attractiveness of the Subdivision and to provide for the continued maintenance and operation of the common areas as may be provided therein;

NOW THEREFORE, in order to provide for the foregoing, the Declarant does hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any portion of Front Street Village Commons Subdivision, that the use of Lots in Front Street Village Commons Subdivision is hereby made subject to the following restrictions, Covenants, terms and conditions which shall run with said land and shall be binding on all property Owners within said Subdivision and their successors and assigns.

Article I - Definitions

As used throughout this Declaration, the following terms shall have the definitions set out herein as follows:

A. "Amenities" shall mean the facilities constructed, erected, installed or set aside on the common areas for the use, benefit and enjoyment of members, including drainage easements, multi-modal paths, sidewalks, roadside swales or ditching, etc.

B. "Association" shall mean and refer to Front Street Village Commons Owners' Association, Inc., a non-profit corporation organized and existing under the laws of the state of North Carolina, its successors and assigns, which is established for the administration, maintenance and regulation of the stormwater facilities, roads, sidewalks, paths, amenities and other common areas and facilities assigned to, purchased, or otherwise provided for by the Association for the use and enjoyment of members of the Association.

C. "CAMA" shall mean the Coastal Area Management Act as set forth in North Carolina General Statute 113A-100 et seq., and any of the rules and regulations promulgated thereunder.

D. "Committee" shall mean and refer to the Architectural Review Committee.

E. "Commercial Truck" shall mean any 2 ton or greater motor vehicle.

F. "Common Areas" shall mean and refer to any and all real property subject to this Declaration which is defined and bounded by properly referenced and recorded plats designated thereon as "common area(s)", "open space", "drainage easements", "sidewalks", "paths", "Roadside Ditches", "streets", "Roads", "private easements" or driveways created by the Declarant to provide access to the streets or roads for more than one Lot, or any area that is set aside for the general use of the members. Common areas shall also include all real property and easement interests owned or assigned by the Association for the common use and enjoyment of members of the Association, which may include but are not limited to entrance ways and signage. (This list of possible amenities is for descriptive purposes only and does not bind the Declarant to construct any or all of said amenities.)

G. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Front Street Village Commons Subdivision, and any amendments thereto as recorded in the Carteret County Registry.

H. "Declarant" shall mean and refer to Front Street Village, LLC, a North Carolina Limited Liability Company, its successors and assigns. "Declarant" and "Developer" are interchangeable and have the same definition.

I. "Lot" shall mean and refer to any plot of land within Front Street Village Commons Subdivision with or without improvements thereon, which constitute or will constitute after construction of improvements, a single residential site as shown on the plats or plans for Front Street Village Commons Subdivision or amendments thereto, recorded in the Carteret County Registry.

J. "Member" shall mean and refer to any person or other entity which holds membership in the Association.

K. "Owner" shall mean and refer to the owner of record of fee simple interest in any Lot in the Subdivision, excluding those persons having such interest merely of the security interest for the performance of an obligation.

L. "Person" shall mean and refer to a natural person, corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

Article II - Properties Subject To This Declaration

Section 1. Applicability. Lots 1 through 34 as shown on the map of Front Street Village Commons Subdivision referred to above are expressly made subject to the operation of these Covenants.

Section 2. Additional Lands. Declarant at any time prior to December 31, 2031, reserves the right to add or bring additional phases, Lots, or lands under this Declaration by filing in the office of the Register of Deeds for Carteret County, North Carolina, either an applicable amendment or a supplementary Declaration of Covenants and restrictions with respect to the additional Lots, phases, or properties. Said amendments or supplemental Declaration would extend the scheme of development and the binding effect of these Covenants and restrictions on the additional property, and such amendments or

supplementary Declarations may contain complementary additions and modifications of these Covenants and restrictions as may be necessary to reflect the different character of the added properties. In no event shall the supplementary declaration revoke, modify or add to these Covenants as they are applicable to the Lots set forth in Article 1 above.

Section 3. Reservations. The Declarant reserves the right absolutely to change, alter or re-designate the allocated, planned, platted, or recorded use, area, or designation of any of the Lots shown on the map of Front Street Village Commons Subdivision recorded aforesaid so long as the Declarant retains title to the property involved, so long as any changes or alterations are in conformance with the Town of Beaufort's Subdivision and zoning ordinances, including, but not limited to the right to change, alter or re-designate roads, utility and drainage facilities, and to change, alter or re-designate such other present or proposed Lot lines and facilities as may, in the sole judgment of the Declarant, be necessary or desirable.

Article III - Association Memberships and Voting Rights

Declarant has heretofore incorporated Front Street Village Commons Owners' Association, Inc. for the benefit of Lot Owners within said Subdivision so as to provide for the maintenance, upkeep and repair of streets, stormwater easements and facilities, as well as the maintenance, upkeep and repair of drainage easements, amenities and common areas which are subject to the management and administration of the Association.

Article 1. Membership.

(a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by these Covenants to assessments by the Association shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations. The foregoing is not intended to include persons, or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of record of such Lot shall be the sole qualification for membership. When any Lot is owned of record in tenancy by the entireties, joint tenancy, or tenancy in common or by some other legal form of multiple Ownership, the membership (including the voting power

arising therefrom) shall be exercised only as stipulated in Article 2 herein below.

(b) During any period when a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the common area or any other facilities which the Association may provide, may be suspended by the Board of Directors of the Association until such assessment is paid. In the event of violation by a member of any rules and regulations established by the Board of Directors of the Association, such member's voting and use rights may be suspended by the Board of Directors of the Association after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board of Directors of the Association (or a committee thereof) after giving the member ten (10) days prior written notice specifying the alleged violation and setting the time, place and vote of the hearing. Determination of violation shall be made by majority vote of the board or the committee thereof.

(c) No membership fee shall be charged nor members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments, and special assessments levied upon each member's Lot as specified in the Declaration or as the members of the Association may from time to time adopt.

Article 2. Voting and Voting Rights.

(a) The voting rights of the membership shall be appurtenant to the ownership of Lots. The ownership of each Lot by a person other than Declarant shall entitle its owner to one vote. The Association shall have two classes of voting membership as follows:

(1) Class A Member. Class A members shall be all owners, other than the Declarant; however, the Declarant shall be a class A member to the extent provided in subparagraph 2 below. Class A members shall be entitled to one vote for each Lot owned.

(2) Class B Members. The Class B member shall be the Declarant, and it shall be entitled to three votes for each Lot in which it holds a fee or undivided fee interest;

provided, the class B membership shall cease and be converted to class A membership on the happening of either of the following events, whichever first occurs:

(i) Four (4) months after the total votes outstanding in the class A membership equal the total votes outstanding in the class B membership; or

(ii) On December 31, 2031.

(b) When two or more persons hold an interest (other than a leasehold or security interest) in any Lot, all such persons shall be members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than one (1) vote be cast with respect to any Lot (except with respect to Lots owned by Declarant), nor shall any fractional vote be cast.

(c) Any member who is delinquent in the payment of any charges duly levied by the Association against any Lot owned by such member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

(d) Members shall vote in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the member of his Lot. A corporate member's vote shall be cast by the president of the member corporation or by any other officer or proxy appointed by the president or designated by the Board of Directors of such corporation, which designation must be in writing.

(e) Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the members, the solicitation of proxies for such elections may be conducted by mail.

Article IV - Common Area Property Rights

Section 1. Description of Association Common Areas. The Association common areas shall initially consist of the Stormwater Swales, paths, drainage easements, streets and other areas designated "common area", as shown on the recorded plat. The streets are private and will be subject to maintenance by the Association. The stormwater drainage easements, paths, roadside ditches or swales have been privately dedicated to the owners of Lots within said Subdivision and their heirs, successors and assigns, for the maintenance of adequate drainage of surface waters within the Subdivision. The Declarant has reserved the right in accordance with these Covenants to assign, lease or transfer or assign the drainage easements and facilities to governmental agencies or third parties for maintenance purposes.

Section 2. Ownership of Association Properties. The Declarant by the recordation of the Front Street Village Commons plat has dedicated the streets within Front Street Village Commons to the private use of Lot owners and their guests and invitees, and all Lot owners and their heirs, successors in interest and assigns, and members of the Association shall have the right of enjoyment of the street. The Association shall have the continuing obligation and duty to maintain said streets and roads.

Title to the drainage easements located within the Subdivision is vested in the owner of each Lot over which such drainage easement runs, but the Association shall have the continuing responsibility to maintain the drainage easements.

Title to the roadside swales and drainage facilities shall be assigned to the Association and it shall be the responsibility of the Association to budget for, maintain, repair and replace the same as part of the common areas and in accordance with State and Local rules and regulations.

Section 3. Sidewalks, Paths, Area Lights, Privacy Fences, Entrance Way and Signage. It shall be the responsibility of the Association to maintain and pay for all utility charges and maintenance expenses associated with any area lights not specifically assigned to a numbered Lot by a utility company, and the Association shall also maintain any privacy fences installed

by the Declarant around a portion or all of the Subdivision boundaries or on any portions of the common areas, including the entrance way and Subdivision entrance signs, landscaping, walls, sidewalks, paths and utilities associated therewith.

Section 4. Easements of Enjoyment. Every Lot owner shall have a right and easement of enjoyment in and to the common area properties and easements granted herein. Each owner may delegate, in accordance with the by-laws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Said rights of use and enjoyment shall be subject to the following provisions:

(a) The Association shall have the right to charge dues and assessments for the upkeep and maintenance of Association properties, streets, drainage easements, and other amenities which are the responsibility of the Association herein. Likewise, the Association shall have the right to charge dues and assessments for the construction, maintenance and/or replacement of any improvements on said common areas, and to provide for all types of insurance for the Association and its properties, and the upkeep and maintenance of drainage facilities, paths, sidewalks and other Subdivision amenities.

(b) The Association shall have the right to suspend the right to the use of any Association properties by any member for any period during which any dues or assessments against such member are overdue and unpaid, and for a period not exceeding sixty (60) days for any infraction of rules and regulations established by the Association for the regulation and control of Association properties. Likewise, the Association shall have the right to fine any member an amount not exceeding \$50.00 for each violation of rules and regulations established by the Association.

(c) The Association by rules and regulations established from time to time shall have the right to provide for the use and enjoyment of common areas and Association properties. This right to the use of Association properties shall extend to members of the Association and relatives of members who reside with and in the house of members, tenants of each member' Lots in the Subdivision so long as the tenancy exist, and contract purchasers of Lots in the Subdivision who reside on the Lot.

Section. Title to the Common Area. The Declarant hereby Covenants that it will convey fee simple title to the common areas shown on the aforementioned recorded plat to the Association, free and clear of all encumbrances and liens, except utility, drainage easements, and easements to governmental authorities, at such time as 75% of the Lots have been sold.

Section 6. Parking and Use Regulations for Boats, Trailers, Etc. The Association may regulate, prescribe and/or prohibit the parking and use of boats, trailers, motor homes, recreational vehicles, trucks and similar items on the common areas (including the provision of special facilities for which a reasonable charge may be made). No boats, trailers, motor homes, recreational vehicles or trucks shall be parked within the right of way of any street in or adjacent to this development.

Section 7. Antennas and Satellite Discs. The Association may regulate or prohibit the erection of any type of antennas on individual Lots. The Association may further regulate or prohibit satellite discs except that satellite discs no larger than 24 inches in diameter may be erected with the prior written approval of the Association. A satellite disc less than 24 inches in diameter shall be screened such that the disc is not visible from the street or other common areas and such screening must be approved by the committee.

Article V - Covenants for Dues and Assessments

Article 1. Monthly Assessments for Maintenance Fund. For each Lot owned within Front Street Village Commons, each owner Covenants and agrees, and each subsequent owner of any such Lot Covenants and agrees, that by acceptance of a deed therefor whether or not it is so expressed in such deed, that the owner will pay to the Association the assessments and charges provided for in this Declaration.

(a) Every owner of a Lot in the Subdivision by the acceptance of a deed to the same, which shall be conclusively evidenced by the recording of a deed in the office of the Register of Deeds Covenants and agrees to pay to the Association such annual dues and assessments for maintenance and upkeep of Association properties, capital improvements and the construction of improvements and facilities on or to Association properties, and the administration of properties and facilities assigned to

the Association for operation and management, as may established from time to time by the Board of Directors and membership of the Association. Such dues and assessments together with interest at the legal rate of interest, costs and reasonable attorney's fees if the dues and assessments remain unpaid, shall be a continuing lien on each Lot against which said assessment is made until paid in full. Said dues and assessments shall also be the personal obligation of the owner of each Lot at the time the dues and assessments become due, and the personal obligation shall not pass to a successor in title unless expressly assumed by the successor. However, said dues and assessments shall be a lien on said Lot and a sale or transfer of any Lot shall not affect the lien for unpaid dues or special assessments against said Lot.

(b) The dues and assessments shall be used exclusively for the purpose of maintaining and improving Subdivision roads, drainage ditches and easements, the maintenance and upkeep of Association properties, the construction of improvements and facilities thereon, the upkeep, maintenance, operation and management of properties or facilities owned, leased to or assigned to the Association in accordance with these Covenants, as well as the upkeep, maintenance and replacement of equipment, improvements in facilities thereon, and generally for the promotion of the recreational, health, safety and welfare of the membership. Additionally, the dues and assessments may be used for acquiring all types of property, casualty and liability insurance for the Association, and the dues and assessments may be used to fund any of the activities, powers and authority of the Association as the Association is authorized to do as a non-profit owners' association.

(c) The Declarant shall have no obligation to pay dues and assessments for unsold Lots. As a Lot is sold in the Subdivision, the Declarant shall collect from each purchaser two months' assessments and dues at its then current rates as working capital which shall be paid to the Association, and the Declarant shall notify the Association as to the name and address of each purchaser. The obligation to pay dues shall commence as to all members purchasing Lots on the date the deed to the Lot from the Declarant shall be recorded.

Section 2. Maximum Monthly or Annual Assessments. The Association Board of Directors is authorized to assess and collect its regular dues and assessments on either a monthly, quarterly, semi-annual, or annual basis. Until January 1 of the year immediately following the conveyance of the first Lot to an

owner, the maximum annual assessments shall be \$_____ per Lot, per year pending further notification from the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above ten (10%) percent by a majority vote of the members of the Association who are voting either in person or by proxy, at a meeting duly called for said purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3. Special Assessments for Capital Improvements or Extraordinary Expenditures. In addition to the regular annual assessments authorized in Section 2 above, the Association may levy, in any assessment year, one or more special assessments applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the common areas, or property or facilities assigned to the Association for operation and administration, including equipment, fixtures and personal property related thereto, as well as for the purpose of defraying, in whole or in part, any extraordinary expenses resulting from storms, casualties or similar expenses resulting from extraordinary circumstances beyond the control of the Board of Directors, provided that each such assessment shall have the assent of fifty one (51%) percent of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Sections 2 and 3 Above. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 or 3 above shall be sent to all members not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one (51%) percent of all the votes of the membership of the Association who are eligible to vote shall constitute a quorum. If the required quorum is not present,

another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Non-Payment of Assessments. Any member failing to pay the annual, quarterly, monthly or special assessments and dues or any fees or charges authorized by the Association within a period of thirty (30) days after the billing thereof, shall be deemed to be in default. The Board of Directors shall cause to be filed in the Office of the Clerk of Superior Court or in the office of the Register of Deeds of Carteret County an instrument suitable for recordation which shall set for the name of the owner, the Lot description, the amount of the assessment, the date the assessment was due, and the fact that the Board of Directors has given the owner notice of said assessment and said owner has failed to pay said assessment. In addition to the assessment so stated, all amounts necessary for the collection of said assessment, including, but not limited to mailing costs, recording costs, and a reasonable attorney's fee incurred for the collection thereof, together with interest at the legal rate of interest, shall constitute a lien against said Lot and shall be due and payable from the delinquent owner.

Following the recordation of said lien, the Board of Directors is authorized to institute an appropriate action in a court having jurisdiction over the subject matter and the parties in order to collect the assessments, interest, costs and attorney's fees from the owners and in order to effect a sale of the property to satisfy the lien for the delinquent assessments and expenses.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Likewise, the sale or transfer shall not relieve the Lot owner from personal liability therefrom.

Section 7. Suspension or termination of voting rights. In addition to any other rights the Association may have with regard to non-payment of assessments and dues, the payment of any assessments levied by the Association shall be a prerequisite to the exercise of

any voting rights earlier provided for herein and for serving on the Board of Directors of the Association. Any member failing to pay the assessments or dues on his Lot so that the same thereafter become delinquent, shall be deemed ineligible to vote at any annual or special meeting of the membership and shall be deemed ineligible to serve on the Board of Directors or as an officer of the Association so long as said delinquency continues.

Article VI - Architectural Control, Inspection and Use Restrictions

Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Architectural Review Committee, which, upon appointment by the Board of Directors, shall assume and be responsible for enforcement. References in this Article to "Committee" shall mean Declarant until the Committee is appointed and references to "Declarant" shall include the Committee once it is appointed. The following architectural restrictions shall apply to each and every Lot now or hereafter subject to this Declaration:

Section 1. General Theme, Approval of Plans and Architectural Review Committee.

(a) Town of Beaufort PUD Requirements. Attached as Exhibit E are the requirements and conditions imposed by the Town of Beaufort as a condition of approval of this development as part of the Front Street Village Planned Unit Development. All design and construction of a dwelling on any Lot shall be required to adhere to and comply with the architectural requirements.

(b) Declarant has established as the general architectural theme and building design for the subdivision a coastal maritime design consisting primarily of clapboard siding, porches, pitched roofs and the like. Houses and residential structures of a contemporary design or era as well as houses constructed with flat roofs will be prohibited. Nothing herein shall be construed as dictating the type or quality of siding materials used so that hardiboard, wood, cedar shake and similar sidings will be allowed. Metal Roofs and architectural shingles are encouraged and may be required by the Committee. It is the Declarant's intent that specified architectural styles or designs be followed using materials as specified by the Committee or guidelines adopted, promulgated and enforced by said Committee. The Committee has the right to approve and specify materials that will be allowed and to specify and prohibit materials that will not be allowed, and to formulate guidelines for owners preparing to build residential structures.

(c) No site preparation or initial construction, erection, or

installation of any improvements, including, but not limited, to residences, outbuildings, landscaping, driveways, Lot clearing, fences, walls, signs, antennas and other structures, shall be undertaken upon the Lots unless the plans and specifications therefor, showing the nature, kind, shape, size, height, materials, and location of the proposed improvements on the Lot, including but not limited to, the house, decks, garage, driveways, parking areas, plants, shrubs, trees (including trees to be removed), wetland areas to be disturbed, and any other permanent structures or changes to be made to the Lot, shall have been first submitted to the Committee and expressly approved in writing. No subsequent alteration or modification which will result in an exterior, structural change to the residence, outbuilding, or significant changes to the landscaping may be undertaken on any of the Lots without the prior review and express written approval of the Committee.

(d) In the event the Committee fails to approve or disapprove the site or design of any proposed improvements within sixty (60) days after plans and specifications have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Committee if they contain erroneous data or fail to present adequate information upon which the Committee can arrive at a decision.

(e) The Committee and its representatives shall have the right, at its election, to enter upon any of the Lots during site preparation or construction, erection or installment of improvements, to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing standard industry methods and good quality materials.

(f) The approval of any such plans, specifications or other items submitted to the Committee pursuant to this Article shall not impose any liability or responsibility on the Committee or the Association with respect to either the compliance or non-compliance with any such plans, specifications, or other items (including any improvements or structures erected in accordance therewith) with applicable zoning ordinances, building codes or other governmental or quasi-governmental laws, ordinances, rules and regulations or defects in or arising from such plans, specifications or other items (including, without limitation, defects relating to engineering matters, structural and design matters and the quality or suitability of materials).

(g) For so long as Declarant is a class B member of the Association, or until such time as the Declarant notifies the Board of Directors in writing of its desire to have the Association elect the members of the Committee, the Declarant shall serve as the Committee, and shall exercise the authority to approve plans and other matters set forth in this article. After Declarant divests itself of all Lots within the property, or so notifies the Association in writing, the Committee consisting of as many members as it chooses shall be appointed by the Board of Directors to serve for a term of one year or until their successors have been duly appointed in the event of the death, resignation or removal by the Board of Directors of a member of the Architectural Review Committee.

(h) With the submission of the plans and specifications, the owner shall pay a non-refundable architectural review fee to the Declarant in such amount as may be established from time to time by the Declarant for the review of the plans and specifications, so long as the Declarant is acting as the Committee, and thereafter shall pay to the Board of Directors such fee as may be approved from time to time for architectural review of the plans and specifications by the Committee.

(i) Basis for Denial of Plans. The Committee may base its denial upon purely aesthetic reasons so that the decision is arbitrary. Each Lot owner should meet with a representative of the Committee prior to submission of plans and the incurring of expenses in order to be informed and receive the architectural guidelines and the requirements for approval.

(j) Architectural Guidelines. The guidelines shall be initially established, enforced and amended from time to time by the Declarant, and thereafter by the Committee after the Committee is appointed by the Board of Directors. At such time as the Board of Directors appoints members to the Committee, then the Board of Directors shall be the only agency under these Covenants that may amend the guidelines and such change or amendment shall require 75% approval of the full Board of Directors.

Section 2. Use Restrictions.

(a) All numbered Lots shall be used for single family residential purposes only. No structures shall be constructed, altered, placed or permitted to remain on any Lot in the Subdivision unless the same is a single-family residence.

(b) Mobile homes, recreational vehicles, trailers, manufactured homes, modular homes, tents and all other structures of a temporary character are expressly prohibited from being placed, put or maintained on any Lot at any time. Provided, this prohibition shall not apply to shelters used by a contractor or builder during the construction of a single-family dwelling so long as said temporary shelter is not used at any time as a resident and said temporary shelter is immediately removed following completion of the dwelling. As used herein, the term "mobile home" and "manufactured home" shall have those definitions and meanings set forth in N.C. G.S. 41-2.5, N.C. G.S. 143-143.9(6), and N.C. G.S. 143-145(7). Provided, that the width and length of a manufactured home, or mobile home shall be irrelevant and inapplicable as it is the intent of these Covenants to prohibit manufactured homes, modular homes and mobile homes of all sizes regardless of length or width.

(c) Only on-site stick built detached single-family homes first submitted to and approved by the Architectural Review Committee shall be permitted on any of the Lots within the Subdivision. A "modular" home which is defined herein as a prefabricated structure having floors, walls, ceilings, or roof composed of Articles or panels of varying size which have been fabricated prior to erection on a building foundation, shall be prohibited. Nothing herein shall prohibit pre-assembled and manufactured floor trusses, unfinished wall panels, or window or door components from being used. Pre-assembled and manufactured roof trusses are prohibited unless specifically approved by the Committee. No buildings or structures of any kind shall be permitted on any Lot within the Subdivision unless first submitted to and approved in advance by the Architectural Review Control Committee.

(d) All fuel tanks or similar storage receptacles are prohibited from being exposed to view and shall be buried underground if possible, or such receptacles may be installed only within the main dwelling house, within a permitted accessory building, or within a screened area. Provided, the Declarant shall be permitted to erect, place or permit the placement of tanks, equipment and other apparatus within the Subdivision for uses related to the provision of sewage, water and other utilities to the Subdivision.

Section 3. Minimum Building Requirements. No residential structure shall be constructed on any of the residential Lots within the Subdivision unless the residential structure shall contain the minimum square feet of enclosed dwelling area prescribed for such residential structure. Each residential structure shall contain a minimum of 1500 square feet of enclosed dwelling area.

As used herein the term "enclosed dwelling area" shall mean the total enclosed heated area within a dwelling, excluding garages, terraces, decks, unenclosed porches, and similar areas. In the event the Declarant specifies a higher minimum square footage of enclosed dwelling area in deeds to purchasers of Lots within the Subdivision than as set forth in this Section, then the higher minimum square footage figure set out in the deed shall be controlling and shall be complied with.

(a) No building shall be erected or allowed to remain on any Lot in said Subdivision within 20 feet of the street abutting the front of each Lot or within 5 feet of any sideline of each Lot, within 10 feet of any side street, or within 15 feet of the rear Lot line, or as said setbacks may be shown on the recorded maps of the Subdivision, whichever is the greater amount of setback. Outbuildings other than the primary structure shall meet the zoning ordinance set back requirements as a minimum rear setback. If due to topography, irregular Lot shape or similar factors directly related to other Lots within the Subdivision, the setbacks herein would create a hardship or burden on an owner, upon written application to the Committee, the Committee is authorized to vary said setbacks the minimum amount necessary in order to provide for a suitable and aesthetically pleasing structure on the subject Lot. However, any such variance by the Committee would be subject to prior approval by the Town of Beaufort or other governmental agency having authority over the issuance of building permits and enforcement of Subdivision or zoning setback requirements.

(b) The exterior of all houses and other structures must be completed within twelve (12) months after construction is commenced, except under such circumstances where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. No house may be occupied unless it has been built substantially in accordance with the approved plans and specifications as approved by the Committee and a certificate of completion has been issued by the appropriate governmental inspector. During all periods of construction, the Lot owner shall be responsible for providing suitable receptacles for debris, trash, building materials, and the like, and shall be responsible for insuring that trash and debris from construction activities does not move to or accumulate on adjoining properties, the Subdivision streets or roads, or common areas. Additionally, each Lot owner shall be responsible for the damages to Subdivision roads, utilities, and vegetation within the common areas, on adjoining Lots, or within the Subdivision roads and utility easements, as may be caused

by the acts or omissions of each Lot owner's contractors, subcontractors, material suppliers, agents or employees.

(c) Each Lot owner shall provide receptacles for garbage and trash in a screened area not generally visible from the road giving access to the premises, and the Declarant and/or Association may require the purchase and use of uniform specified roll-out containers meeting the requirements of the Town of Beaufort or contractor providing trash pickup services. All fuel tanks shall be underground if possible, or otherwise screened, and wood piles shall be enclosed within a fence, wall or plant screen so that the same shall not be visible from any street or residence in the Subdivision. All mailboxes and the house or street numbering system and identification letters shall be uniform as approved and specified by the Architectural Review Committee and Declarant.

(d) Each Lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said Lot and automobiles shall not be parked on the streets within said Subdivision, except for special events approved by the Association.

(e) Each Lot owner may be permitted, if approved by the Architectural Review Committee, the right to build, erect or maintain either a detached garage or one additional detached structure if the garage is attached to the main dwelling. Any detached structure to be used as a cabana or gazebo shall not exceed one story in height, and any detached building used as a garage shall not exceed one and a half stories in height. No detached building shall be used for any activity normally conducted as a business. Any cabana or gazebo shall be so located where the same does not interfere with the view of adjoining Lot owners as determined by the Architectural Control Committee. All detached buildings shall be prohibited from being constructed prior to the construction of the main dwelling, and all detached buildings shall comply with all setback requirements set forth herein for the main dwelling. Every detached building shall be built of the same quality and type of materials and so designed as to be compatible with the main dwelling house located on the same Lot. All detached buildings shall be located no closer to the street on which the Lot fronts than the detached single-family dwelling located thereon.

(f) In order to reduce or cut down on the amount of stormwater run-off of soil and Lot coverings, each Lot owner shall be prohibited from cutting, killing, or otherwise providing for the removal either directly or indirectly of any tree on any Lot within the Subdivision exceeding four inches in diameter except for any tree or

vegetation within the proposed "footprint" of the dwelling or outbuilding to be constructed on the Lot, or suitable safety zone around the same, without the prior written approval of the Architectural Review Committee. The required percentage of natural area under the Town's Ordinances shall be set aside and preserved and each Lot shall comply with the maximum amount of impervious surface required herein. The Architectural Review Committee is authorized to allow the cutting or removal of trees that are diseased or damaged, or constitute a potential damage to structures, automobiles or persons on the subject Lot or adjoined Lots.

"Footprint" as used herein is defined as the specific location on each Lot where the dwelling, outbuilding, driveway, decks, terraces, and utilities systems are proposed to be located. Trees and vegetation within the footprint may be removed so long as the footprint of each Lot is submitted to and approved in advance by the Architectural Control Committee. The Committee shall be guided by the intent of the Declarant herein that existing vegetation outside the footprint be protected.

(g) Clothes lines and television satellite disks exceeding twenty-four (24) inches in diameter are expressly prohibited. Any television satellite disk meeting the requirements of not exceeding 24 inches in diameter shall additionally be installed at a location to the rear of the main dwelling and screened appropriately with fencing or vegetation so that the same may not be seen or observed from the Subdivision street on which the Lot fronts.

(h) The pickup of garbage, trash and refuse shall be in accordance with such rules and regulations as may be established from time to time by the Front Street Village Commons Owners' Association, Inc. and the Town of Beaufort and the Association and/or Town may require the purchase and use of rollout containers.

(i) All driveways leading from the Subdivision road to the dwelling and/or structure located on said Lots shall be paved with concrete or paving brick as approved by the Architectural Review Committee. The paving of driveways with gravel or marl is prohibited unless approved in writing by the Architectural Review Committee, and pervious materials are highly recommended.

(j) No campers, boats, recreational vehicles or commercial trucks shall be parked at any time on any Lot unless the same is

enclosed within a garage or accessory building which has been approved by the Architectural Control Committee.

(k) The only permitted access to each Lot from the Subdivision streets shall be over a driveway constructed over the drainage ditching and swales along the Subdivision roads with conforms to the slope of the existing swale. No Lot owner shall fill in or alter any of the drainage system, ditches or swales of the Subdivision without the written approval of the Declarant.

(l) No wire or chain link fencing is permitted on any Lot or portion thereof. All other fencing materials shall be approved in advance by the Architectural Review Committee before being used or installed, and no fencing of any type shall be erected, placed or allowed to remain on the front Lot line or street side of any Lot unless the location, appearance and type of construction is first approved by the Committee.

(m) Permanent above ground swimming and wading pools are prohibited. Portable "kiddie" pools are permitted.

(n) An elevator located on the exterior of a house and visible from the street or adjoining Lots is prohibited.

(o) Driveway access for Lots 1 and 18 shall be onto East Great Egret Way only and direct access from these Lots to Chadwick Road is prohibited.

Section 4. Nuisances, Inoperable Vehicles, Etc.

(a) No unserviceable motor vehicles, appliances or other assorted junk and useless materials may be kept on any Lot. All Lots shall be maintained free and clear of rubbish and debris.

(b) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No horses, fowl, livestock or other animals shall be allowed on any of the Lots, except that Lot owners actually residing upon their Lots may keep pets which are customarily domesticated, tame and considered house pets such as dogs, cats and birds. Pets will be on a leash and under the owner's control at all times.

(c) All buildings, structures and their appurtenances as well as the landscaping, sodding and appearance of each Lot including vacant Lots shall be maintained in a reasonable state of repair and aesthetically pleasing in appearance without unsightly weeds and similar conditions. In the event of damage to a building or other structure by fire or other casualty, the exterior of a building or structure shall be repaired within six (6) months or the building structure shall be demolished and the premises cleared of debris within six (6) months of the date the damage occurred. In the event a Lot owner fails to comply with the requirements of this paragraph and written notice is given by the Declarant or Board specifying manner of default by the owner and the owner thereafter fails to correct the conditions, the Declarant and Board may cure default by having the conditions corrected and the costs of the same may be assessed as a lien against the Lot and the Lot owner, and the lien may be enforced in the manner as set out in Article V above.

Section 5. Signage and Political Signs. Without the prior written permission of the Architectural Review Committee, no sign of any character shall be displayed on any Lot except for a property identification sign not exceeding two square feet, and "for sale" or "for rent" signs not exceeding three square feet in size each. All signs must be professionally designed and built so that the appearance of signage is uniform. Nothing herein shall prohibit the Declarant from erecting, placing or maintaining such signs as may be deemed necessary or appropriate by the Declarant for carrying out the Declarant's identification and marketing of the Subdivision.

Political signs may be displayed not earlier than 45 days before the day of the election and not more than 7 days after the election for which the signs are directed, and the Association Board may regulate the size and number of such signs that may be placed on an owner's Lot so long as the rules are not more restrictive than the Town of Beaufort's restrictions regarding the size and number of political signs on residential property. The Board shall adhere to the requirements of NCGS 47F-3-121, as amended with regard to such regulations.

Section 6. Subdividing. Except as to any Lot still owned by the Declarant, no Lot shall be further subdivided, or its boundary lines changed, except with the prior written consent of the Declarant. Likewise, no Lot shall be used as a street, road, lane, way or easement over which access may be obtained from a Front Street Village Commons Subdivision Lot to adjacent properties without the specific written consent of the Declarant. In the event the Declarant hereafter

determines it necessary to alter or change any boundary lines or Lot, then a revised plat of said Subdivision or Article thereof subject to the alteration or change shall be recorded, and all such Lots thereon shall be subject to the terms and conditions of these Covenants.

Article 7. Lot Re-combinations. In the event an owner owns two adjoining Lots and builds one residential structure thereon so that an additional primary residential structure may not be constructed thereon, so that the owner effectively combines two Lots into one Lot, then the owner upon application to and approval by the Association Board of Directors, may be permitted to pay dues and assessments for only one Lot. Upon such approval by the Board of Directors, thereafter binding on future boards and the Owner's Association, the Lot owner's vote at any special or annual meeting shall be reduced from one vote per Lot to one total vote, and the minutes, records and membership list of the Association shall be so amended. Any further division of the recombined Lots thereafter or the sale of one or more parts of either Lot for future development will thereafter void such approval and the Board is thereafter authorized to collect dues and assessments for each Lot owned and the vote of the Lot owner shall be restored to one vote per Lot.

Section 8. Stormwater Restrictions on Built-Up Area and Related Restrictions. In order to comply with the rules and regulations of the North Carolina Division of Coastal Management and other state agencies with regard to stormwater runoff and the State Stormwater Management Permit _____ as issued by the Division of Water Quality under NCAC-2H-10005, and to meet the Town of Beaufort's maximum impervious Lot coverage requirements under its ordinances, each owner of a Lot shall be restricted to clearing, constructing and using as "built-upon" area not more than 2300 square feet of impervious coverage of each Lot within its boundaries as herein specified, inclusive of that portion of the right-of-way between the front Lot line and the edge of the pavement, including structures, pavement (asphalt, concrete, gravel, brick, stone, slate and coquina) but not including raised, open wood decking or the water surface of swimming pools. "Built-upon area" is defined as that portion of a residential Lot that is covered with impervious or partially pervious cover including buildings, pavement, recreation facilities, etc., but not including decking. 2300 Square feet per Lot shall be the maximum built-upon area allocated to each Lot in the subdivision and built-upon area in excess of the permitted amount will require a permit modification.

For those Lots within CAMA's Area of Environmental Concern, where DCM calculates a different maximum Lot built-upon area, the governing Lot BUA shall be more restrictive of the two numbers.

All runoff from built-upon areas on the Lot must drain into the permitted system either through roof drain gutters draining to the street, grading the Lot to drain toward the street or directly into the perimeter swales and directing them into the street.

The State of North Carolina and the Town of Beaufort are third party beneficiaries to the provisions of this paragraph and may enforce the same through proceedings, in law or in equity.

The filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the Subdivision except for average driveway crossings, is strictly prohibited by any owner, Declarant or third-party person, firm or corporation.

Section 9. Compliance with Environmental Regulations.

The stormwater detention swales, drainage facilities, roads, utilities, Areas of Environmental Concern, common areas and other properties within the Subdivision shall be maintained at all times in a manner consistent with all town, state and federal agencies, and the State of North Carolina and the Town of Beaufort shall have standing to enforce the provisions of these Covenants with regard thereto. Any individual or entity found to be in noncompliance with the provisions of the stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in Chapter 143, Article 21, North Carolina General Statutes. Alteration of the drainage as shown on the approved plans may not be undertaken without the concurrence of the Division of Water Quality.

Section 10. Wetlands. Declarant has caused to be shown and delineated on a wetlands survey plat (herein wetlands survey) all wetland areas. All of the Properties subject to this Declaration shall also be subject to the special provisions herein relating to wetlands. Declarant shall have the authority and right to restrict and prohibit any future filing or other detrimental activities in the wetland areas which presently exist within the identified areas of the Property. Accordingly, all wetlands shown and delineated on the wetlands survey shall be maintained in perpetuity in their natural or mitigated condition unless written permission or consent is secured from Federal and/or State Agencies. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; nor cut, remove, or harm any vegetation; nor construct any structures, nor allow animal grazing or watering or any other agricultural use on such conservation area, except with prior written consent. Benign structures, such as pile-supported walkways, may be permissible only

after reviewed and written consent is provided by the U.S. Army Corps of Engineers. This covenant may be enforced by both the State of North Carolina and the United States of America. These covenants and conditions are to run with the Property and shall be binding on the Declarant and all future owners of Lots and all parties claiming thereunder.

This Article shall not be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

Section 11. Rentals. Only long-term rentals for periods of not less than 7 continuous days of Lots and houses thereon shall be allowed. Rentals for periods less than 7 days duration is prohibited.

Section 12. Vehicle Use. The Association may regulate the type of vehicles that are used on the Subdivision's streets. Dirt bikes, mo-peds and go-carts are prohibited. All golf carts must be driven by a licensed driver.

Article VII - Easements

Section 1. Utility Easements. The Declarant reserves unto itself a perpetual, alienable and releasable easement and right-of-way on, over, under, through and upon the ground with men and equipment to erect, maintain, and inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and pipes and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewage, water and community utilities or conveniences in and over the front fifteen feet of each Lot and five feet along one side line of each Lot and such other areas as may be shown on the recorded map of the Subdivision, together with the right to cut drainways for surface water whenever action may appear to the Declarant to be necessary in or to maintain reasonable standards of health, safety and appearance. These easements and rights-of-way expressly include the right to cut trees, bushes or shrubbery, grading of the soil, or to take similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to assign said easements to one or more public or private water and/or sewer utility companies for service to each Lot in the future.

Section 2. Street Lighting. The Declarant reserves the right to subject the real property in this Subdivision to a contract with Duke Progress or such other utility company serving the property for the

installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to the applicable electrical utility company by the owner of each lot or the Association.

Section 3. Drainage Easements. Each Lot owner shall keep free and clear any and all drainage easements shown on the recorded map of the Subdivision, and each owner shall in no way obstruct, block or impede the flow of water through said drainage easements. In the event any Lot owner should obstruct, block or impede the flow of water through said drainage easements or allow said obstruction or blockage to remain so as to impede the flow of water, then the Declarant, Association of property owners, or one or other property owners within the Subdivision shall have the right to clear said drainage easements and to recover from the party responsible the cost of said clearing if said obstruction or blockage were the results of deliberate acts or negligence of the responsible party. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the North Carolina Division of Water Quality.

Section 4. Subdivision Identification Signs. The Declarant reserves the right to place gates, signs, fencing, brick or stucco walls, or other appropriate structures identifying Front Street Village Commons Subdivision on Lots 1 or 18 of the subdivision as well as one or more Lots adjacent to or in close proximity to the intersection of the entrance road so as to identify said Subdivision and to protect the privacy and well-being of owners and residents. In the event any part of the walls, fencing or structures encroach onto any Lot, said encroachment may continue and the Declarant reserves the right to go on, over, under, through and upon the ground of such portion of the Lots as may be necessary in order to make repairs or alterations to said walls and signs.

Section 5. Stormwater Swales and Drainage Easements. The recorded plat indicates stormwater swales, open spaces and drainage easements for the movement of stormwater. These facilities are privately dedicated to the owners of Lots within the subdivision for the placement and drainage of stormwater and it shall be the responsibility of the Association to maintain the drainage facilities, to clean out the same from time to time, to provide for and pay utility costs associated with operation of the same, and to assume all costs of operation and management of the same. The Association shall be obligated to establish a time schedule for permanent maintenance of the pond and drainage facilities in accordance with State of North Carolina and Town regulations, and to submit reports as required for management and operation of the same. Declarant at such time as management of the

Association is turned over to the membership will transfer and convey said easements and areas to the Association.

Article IX - Covenants Run With the Land
Rights of the State of North Carolina and
Town of Beaufort

These Covenants and restrictions shall run with the land and inure to the benefit of the Lot owners for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter, said Covenants shall be automatically renewed and extended for successive periods of ten (10) years each. These Covenants and restrictions may be amended by an instrument executed by owners of Lots equaling or exceeding two-thirds of the Lots within said Subdivision. Any amendment adopted pursuant to this Article must be properly recorded.

The State of North Carolina and the Town of Beaufort are made beneficiaries of these covenants to the extent necessary to maintain compliance with the stormwater maintenance permits issued in conjunction with this subdivision. The Covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality, and the Town of Beaufort.

Article X - Violations

In the event of a violation or breach of any of these Covenants by any Lot owner or other person, the Declarant, Owners' Association or any one or more owners of Lots in the Subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions set forth herein and to prevent the violation or breach of these Covenants, and to recover damages as compensation for a breach or violation of these Covenants. Any failure to enforce any right, reservation, or conditions contained in these Covenants, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

Article XI - Invalidation

The invalidation by a court or other public agency of any of the provisions of these Covenants shall not in any way affect any of the remaining provisions, and the same shall remain in full force and effect.

Article XII - Initial By-Laws of
Front Street Village Commons Owners Association, Inc.

The initial by-laws adopted by the Board of Directors of said Association are set forth on Exhibit A to these Restrictive Covenants. All owners of Lots and the guests, families and invitees of regular members, shall be bound by and fully comply with the by-laws of said Association as well as the Articles of Incorporation of said Association attached as exhibit B. The Association shall have the authority to adopt amendments to the by-laws governing the business and affairs of the Association from time to time in the manner and procedures prescribed by the by-laws and Articles of Incorporation. The by-laws set forth the organization of the Board of Directors and officers, the time and manner of meetings of the Association, quorum and voting procedures, and other rights, powers, responsibilities, duties and obligations of the officers, directors and members of the Association.

The Association shall further have the authority to adopt from time-to-time rules and regulations regarding the duties and responsibilities of the Association and its individual members with regard to the use, enjoyment, maintenance, ownership, upkeep and maintenance of Association properties and the purposes of the Association.

In witness whereof, the Declarant has executed this instrument on the day and year first above written.

FRONT STREET VILLAGE, LLC

By: _____

Member Manager

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, _____ a Notary Public, in and for said County and state, do hereby certify that _____ Member Manager for Front Street Village, LLC, personally appeared before me this day and acknowledge the due execution of the foregoing instrument for and

on behalf of Front Street Village, LLC and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the limited liability company.

Witness my hand and official seal or stamp this the ___ day of June _____, 2021.

Notary public

My commission expires: _____

Prepared by Richard L. Stanley, Attorney at Law, P.O. Box 150, Beaufort, North Carolina 28516